



TENDER NO: RFP02/06/2024

**A PANEL FOR THE PROVISION, DELIVERY, AND INSTALLATION OF OFFICE FURNITURE FOR
THE DEPARTMENT OF INFRASTRUCTURE DEVELOPMENT FOR THE PERIOD OF 36 MONTHS**

ISSUED BY:

Department of Infrastructure Development
Chief Directorate Supply Chain Management
Private Bag X 83
Marshalltown
2107

NAME OF TENDERING ENTITY:

INVITATION TO TENDER

Short description of requirements:	A Panel for the Provision, Delivery, and Installation of Office Furniture for the Department of Infrastructure Development of 36 months
Tender number:	RFP02/06/2024
Tender documents available from: 05 JULY 2024	Tender documents can be downloaded from: E-Tender portal on the below link: http://e-tenders.treasury.gov.za http://e-tenders.gauteng.gov.za
Price of tender documents:	Bid documents must be downloaded and printed on the e-Tender portal at bidders' cost
Closing date:	02 AUGUST 2024
Tender Validity	Calendar 180 days
Address for submission of tenders:	Department of Infrastructure Development (GDID Tender Box) Corner House Building, Corner Commissioner and Pixley Ka Isaka Seme (Sauer Street) Marshalltown Johannesburg
Evaluation Steps:	1) Mandatory Compliance Requirements 2) Other Admin Compliance Requirements Applicable to this Procurement 3) Functionality Evaluation Criteria 4) Due-Diligence (Site visits)
Non-Compulsory pre-bid meeting	MEETING ADDRESS: Lower ground Auditorium Department of Infrastructure Development Corner House Building, Corner Commissioner and Pixley Ka Isaka Seme (Sauer Street) Marshalltown, Johannesburg DATE OF MEETING: 12 July 2024 TIME: 10h00 am

Mandatory Compliance Requirements	Failure to submit/meet or comply with the following requirements outlined in Section 11 automatically constitutes disqualification of the tender offer.
Other Administrative Requirements	The returnable documents applicable to Section 12 of the Terms of Reference must be fully completed and submitted.
Functionality Evaluation and Paper Due-Diligence (Site visit)	Functionality evaluation will be conducted in accordance with Section 13 of the Terms of Reference.

Enquiries Technical:	Project Manager: Gemina Malatji Email Address: gemina.malatji@gauteng.gov.za
Enquiries general:	SCM: Millicent Chauke Email Address: millicent.chauke@gauteng.gov.za
Last date for accepting queries is:	3 days before the closing date

Note to tenderers:

All successful service providers will be subject to signing Service Level Agreement (SLA) and standard Rates as prescribed by the department and the Preferential Procurement Policy Framework Act no 5 of 2000 and its Regulations of 2022.

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE GAUTENG DEPARTMENT OF INFRASTRUCTURE

BID NUMBER:	RFP02/06/2024	CLOSING DATE:	02 AUGUST 2024	CLOSING TIME:	11H00 AM
DESCRIPTION	A Panel for the Provision, Delivery, and Installation of Office Furniture for the Department of Infrastructure Development of 36 months				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

Corner House Building

Corner Commissioner and Pixley Ka Isaka (Sauer) Street

Marshalltown, Johannesburg

2017

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	Millicent Chauke	CONTACT PERSON	Gemina Malatji
TELEPHONE NUMBER	N/A	TELEPHONE NUMBER	N/A
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	millicent.chauke@gauteng.gov.za	E-MAIL ADDRESS	Gemina.Malatji@gauteng.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
<u>B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE</u>	[TICK APPLICABLE BOX] ☐ Yes ☐ No	<u>B-BBEE STATUS LEVEL SWORN AFFIDAVIT</u>	[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 OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS / SERVICES 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, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT. 1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER’S PROFILE AND TAX STATUS. 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA. 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.”

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)

DATE:

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. BIDDER'S DECLARATION

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise,
employed by the state? **YES/NO**
- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

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

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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

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

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

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

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

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

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

TENDER NO: RFP02/06/2024

SPECIFICATION

A Panel for the Provision, Delivery, and Installation of Office Furniture for the Department of Infrastructure Development of 36 months

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INTRODUCTION

The Department of Infrastructure Development (DID) is inviting experienced and suitably qualified suppliers to provide, deliver and install office furniture across various facilities in the province. There is a need for prior space assessment before the supply so that suitable designs can be acquired and to ensure uniformity associated with the brand of the Department. The purpose of these terms of reference is to provide details regarding the requirements of the services.

1. PROJECT OBJECTIVES

The project aims to achieve the following:

- 1.1 To appoint suitable independent suppliers to a panel which will provide, deliver and install office furniture for Department of Infrastructure Development.
- 1.2 The duration of the panel is 36 months.
- 1.3 To promote job spread within Gauteng Province
- 1.4 To promote women and people with disabilities.

2. PROJECT SCOPE

- 2.1 Bidders are expected supply, deliver and install standardized office furniture and fittings as per the specifications upon issuing of an order by the Department.
- 2.2 When completing the tender document, the bidder may not deviate from the drawings, photographs and detailed specifications provided unless allowed to do so by the Department in writing.
- 2.3 Bidders are further advised to examine all designs and or specifications prior to submitting their quotations.
- 2.4 Bidders must familiarize themselves with the geographical extent and assess the extent and nature of requirements.
- 2.5 Bidders must make provision for the cost of delivery, installation and repair of the furniture items during installation
- 2.6 All bid prices accepted from the successful bidder will remain **fixed and firm** from date of acceptance of order.
- 2.7 Bidders are required to deliver within **eight (8) weeks** upon receipt of the order
- 2.8 The Department reserves the right to refer components for testing to ensure that all specifications have been met.
- 2.9 Bidders must explicitly note that there will be no claim on the grounds of lack of knowledge in respect of the afore mentioned.

3. CONDITIONS OF THE BID/PANEL

- 3.1 The General Conditions of Contract will apply.
- 3.2 All information, documents, designs and sketches must be regarded as confidential and may not be made available to any unauthorized person or institution without the written consent of the successful bidder is entitled to general knowledge acquired in the execution of this agreement and may use it, provided that it shall not be to the detriment of the Department.
- 3.3 Where possible, the Department will furnish the successful bidder with the necessary layout plans and relevant available information that might be necessary for execution of the contract.
- 3.4 Specific orders will be placed as the need arises. The extent of the orders will only be determined at a later stage.
- 3.5 Service providers will be required to quote per item and to reflect the cost inclusive of Value Added Tax where applicable. Incomplete quotations will be disqualified. No additional costs other than the agreed amounts will be paid by the Department.

- 3.6 The department will not be held liable for any expenses incurred by bidders during the quotation process.
- 3.7 Quotations containing misrepresentation of any facts will upon discovery be immediately disqualified. The Department reserves the right to cancel the contract of the successful service provider/s if this misrepresentation is discovered.
- 3.8 Only completed orders will be paid for. Successful service provider/s will be allowed to complete all orders within the stipulated timeframe agreed with the department.
- 3.9 The Department will take ownership once the furniture is fully delivered and installed.
- 3.10 All furniture items must be guaranteed for a period of minimum of two years.
- 3.11 The Department will endeavor to pay the service provider/s within 30 days from date of the submission of an invoice.
- 3.12 The Department reserves the right to award the tender in whole or in part or not to award the tender at all.

4. SPECIAL CONDITION

- 4.1 Service providers must have a minimum of three (3) years' experience in the supply, delivery and installation of office furniture.
- 4.2 Service providers must provide contactable references for the previous similar projects executed in the past three (3) years.
- 4.3 Fabric samples of all material and leather may be provided.
- 4.4 Only locally produced goods, services or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.

5. WARRANTY

The Service Provider hereby represents and warrants to the Department that-

- 5.1. this Agreement has been duly authorized and executed by it and constitutes a legal, valid and binding set of obligations on it;
- 5.2. it is acting as a principal and not as an agent of an undisclosed principal;
- 5.3. the execution and performance of the terms and conditions of this Agreement does not constitute a violation of any statute, judgment, order, decree or regulation or rule of any court, competent authority or arbitrator or competent jurisdiction applicable or relating to the Service Provider, its assets or its business, or its memorandum, articles of association or any other documents or any binding obligation, contract or Agreement to which it is a party or by which it or its assets are bound;
- 5.4. it is expressly agreed between the Parties that each warranty and representation given by the Service Provider in this Agreement is material to this Agreement and induced the Department to conclude this Agreement; and
- 5.5. it will deliver to the Department upon the Signature Date of this Agreement a five (five) year warranty on manufacturing defects.

6. TENDER VALIDITY PERIOD

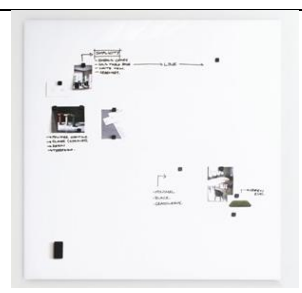
The tender validity period is 180 calendar days.

7. DURATION OF THIS TENDER

This panel of service providers will be for a period of 36 months after appointment.

The Department reserves its discretionary right to award a tender.

8. OFFICE FURNITURE SPECIFICATION

Item No.	Description of goods	Reference Product & Image
1	Boardroom Table Veneer Top with Black Bonded Leather Inlay and Boxed Legs with MDF Duco Painted Insert 1800w x 1200d, 2700w x 1200d Custom Colours on Request 1 x Illuminated overload switch / 2 x Standard 3 pin South African 16 Amp socket / 1 x Compact 3 pin South African 16 Amp socket / 1 x Bi-directional USB Type-A 18 Watt QC (Quick Charge) charger / 1 x HDMI with 35cm fly lead / 1 x Data pass thru *Cut-out: 297 (L) x 135 (W) mm	
2	Server Unit The unit features 3 hinged doors, drawers and accommodates a 130L bar fridge. Custom Colours on Request 2400mm (w) x 600mm (d) x 744mm (h)	
3	High back chair Tilting mechanism / Fixed aluminum arms with soft touch polyurethane top / 5-Star polished aluminum base with 65mm castors / Black genuine leather upholstery with Eco-leather outer back	
4	Frameless glass white board Magnetic surface Long lasting, high quality optically clear safety glass Easy to install *Magnetic (Rare Earth magnets only) Standard Sizes: 1600 (L) x 900 (W), 2000 (L) x 900 (W) 1500 (L) x 1200 (W), 1800 (L) x 1200 (W)	

5	Add-on Four Drawer Filing Cabinet: * Four Drawer Filing Cabinet 1365mm x 470mm Add-on Wardrobe: * Wardrobe 1900mm x 600mm Add-on Wall Unit: * Glassdoor Wall Unit 1900mm x 900mm Open Top Wall Unit 1900mm x 900mm Add-on Base Unit: * Hinged Door Base Unit 900mm x 600mm Stack on Units: * Glass Door Bookcase Stack-on 1150mm x 900mm Add-on Bulk Filer: * Utility Drawer Bulk Filer 900mm x 600mm Add-on Systems Cupboard: * Hinged Door Systems Cupboard 1500mm x 900mm Add-on Open L-Extension: * Open L - Extension 1500mm x 700mm Open L - Extension 1200mm x 700mm Open L - Extension 900mm x 700mm Add-on Hinge Door Pedenza: * Hinged Door Pedenza 1300mm x 700mm Left Hand Side Hinged Door Pedenza 1300mm x 700mm Right Hand Side Add-on Mobile Pedestal: * Mobile Pedestal Deep Filer 515mm x 415mm Add-on Sliding Door Credenza: * Sliding Door Credenza 1500mm x 700mm Sliding Door Credenza 1200mm x 700mm Sliding Door Credenza 900mm x 700mm Add-on Conference Table: Square Conference Table 1200mm x 1200mm Rectangular Conference Table 2700mm x 1200mm Rectangular Conference Table 2400mm x 1200mm Desk Size: * Desk Shell 1600mm x 900mm Desk Shell 1800mm x 900mm Desk Shell 2100mm x 900mm Add-on Corner Link: * Corner Link 800mm x 800mm Left Hand Side Corner Link 800mm x 800mm Right Hand Side Add-on Quarter Link: * Quarter Link 900mm x 850mm Left Hand Side Quarter Link 900mm x 850mm Right Hand Side	 
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	1 x Illuminated overload switch / 2 x Standard 3 pin South African 16 Amp socket / 1 x Compact 3 pin South African 16 Amp socket / 1 x Bi-directional USB Type-A 18 Watt QC (Quick Charge) charger / 1 x HDMI with 35cm fly lead / 1 x Data pass thru *Cut-out: 297 (L) x 135 (W) mm Custom Colours on Request	
6	High Back Synchronized mechanism / Integrated seat, arm and backrest structure / 5-Star polished aluminum base with 60mm castors / Black or light brown genuine leather upholstery to front with PVC to back	
7	Visitors mid back Synchronized mechanism / Integrated seat, arm and backrest structure / 5-Star polished aluminum base with 60mm castors / Black or light brown genuine leather upholstery to front with PVC to back	
8	Desk shell with half-inlay Dimensions: 2100W x 900D x 730H with quoter link with curved base, 800W x 650D x 730H (LHS or RHS). Corner table with base, 650W x 650D x 730H Roller door pedenza inc Shelf. 1 Pen and Pencil tray, 2 standard drawers, and deep filer: 120W x 650D x 730 (LHS) 4 Base Door Units with Glass doors 2 big shelves and 2 small shelves Custom Colours on Request 1 x Illuminated overload switch / 2 x Standard 3 pin South African 16 Amp	

	socket / 1 x Compact 3 pin South African 16 Amp socket / 1 x Bi-directional USB Type-A 18 Watt QC (Quick Charge) charger / 1 x HDMI with 35cm fly lead / 1 x Data pass thru *Cut-out: 297 (L) x 135 (W) mm	
9	Meeting Table Square Conference Table 1200mm x 1200mm Custom Colours on Request 1 x Illuminated overload switch / 2 x Standard 3 pin South African 16 Amp socket / 1 x Compact 3 pin South African 16 Amp socket / 1 x Bi-directional USB Type-A 18 Watt QC (Quick Charge) charger / 1 x HDMI with 35cm fly lead / 1 x Data pass thru *Cut-out: 297 (L) x 135 (W) mm	
10	High back chair Synchronized mechanism / Die-cast aluminium back support / 2D arms: adjustable in height & width / Adjustable lower back support / 5-Star polished aluminium base with 65mm castors / Black, brown or grey genuine leather upholstery	
11	Visitors chair Moulded foam seat & back / Chrome sleigh frame / Black nylon arm covers / Genuine leather upholstery with Eco-leather outer back in black,	

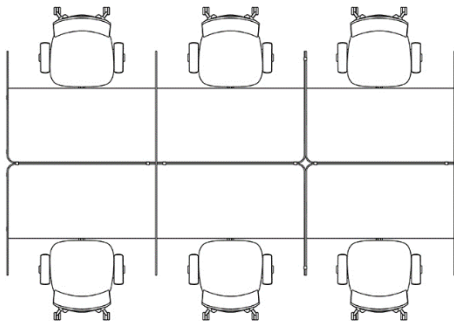
12	High back chair Multi-function mechanism, lockable in 5 positions. Aluminium arms with black leather-look padding. Body weight tension adjustment by means of a knob under seat. 5-Star polished aluminium base with 50mm PU castors. Available in high back, medium back & visitors chair options. Black leather-look upholstery. BIFMA certified.	
13	Mid back visitors' chair Multi-function mechanism, lockable in 5 positions. Aluminium arms with black leather-look padding. Body weight tension adjustment by means of a knob under seat. 5-Star polished aluminium base with 50mm PU castors. Available in high back, medium back & visitors chair options. Black leather-look upholstery. BIFMA certified. Visitors chair features a chrome integrated sleigh frame with black nylon arm caps	
14	Desking : Desk Shell Plain Top 2000 x 900 Extensions : L Extension Plain Top RHS 1100 x 600 L Extension Plain Top LHS 1100 x 600 Pedenza Drawers on RHS 1200 x 600 Pedenza Drawers on LHS 1200 x 600 Credenza Roller Door 1200 x 600 Topless DH Pedestal Central Locking P/P 2 Std Drawer Deep Filer Topless DH Pedestal Central Locking P/P 2 Deep Filer Mobile Pedestal Central Locking P/P 3 Std Drawers Mobile Pedestal Central Locking P/P 1 Std Drawer Deep Filer Storage : Wall Unit Full Glass 1900H x 900W x 450D	

	Wall Unit Open Top 1900H x 900W x 450D Bookcase Floor Standing Glass & HD 1200H x 1800W x 450D Bookcase Floor Standing Glass & Open 1200H x 1850W x 470D Accessories : Convex Square X Base 1200 x 1200 Convex Rectangular V Legs 2400 x 1200	
15	2200w x 900d Executive Desk 32mm Veneer Top with Side Bonded Leather Inlay MDF Drawer Fronts and Modesty Panel Combination with Veneer Panels and Duco Insert 2000w x 550d Pedenza Consisting of Pedestal Unit with Lock Mechanism, Deep Drawer, Open Shelf Units and CPU Consol Custom Colours on Request	
16	900w x 450d x 1800h 2 Piece Wall Unit Each Piece Consisting of Hinge Base Units and Open Shelving with Single Door unit Custom Colours on Request	
17	High back chair Multi-function mechanism, lockable in 5 positions. Aluminium arms with black leather-look padding. Body weight tension adjustment by means of a knob under seat. 5-Star polished aluminium base with 50mm PU castors. Available in high back, medium back & visitors chair options. Black leather-look upholstery. BIFMA certified.	

18	Mid back visitors' chair Multi-function mechanism, lockable in 5 positions. Aluminium arms with black leather-look padding. Body weight tension adjustment by means of a knob under seat. 5-Star polished aluminium base with 50mm PU castors. Available in high back, medium back & visitors chair options. Black leather-look upholstery. BIFMA certified. Visitors chair features a chrome integrated sleigh frame with black nylon arm caps	
19	25mm Top with panel leg Includes 3 drawer pedestal & modesty panel Open L-extension – 1000mm Drawer fronts & modesty panel in matching wood grain or paired finish Available with dropped pedestal or with dropped pedestal & open L-extension Dropped Pedestal: 3 x Standard drawers Standard Desk Sizes: 2175 (L) x 750 (W) x 725 (H) – Freestanding 2175 (L) x 1750 (W) x 725 (H) – With Dropped Pedestal & Open L-Extension Matching storage items available Custom Colours on Request	
20	STORAGE SINGLE UTILITY UNIT ECO827 + [FINISH] 800 (W) x 450 (D) x 800 (H) 2 x Hinge doors / Includes timber shelves DOUBLE UTILITY UNIT ECO828 + [FINISH] 1600 (W) x 450 (D) x 800 (H) 4 x Hinge doors / Includes timber shelves Custom Colours on Request	

21	High back chair Multi-function mechanism, lockable in 5 positions. Aluminium arms with black leather-look padding. Body weight tension adjustment by means of a knob under seat. 5-Star polished aluminium base with 50mm PU castors. Available in high back, medium back & visitors chair options. Black leather-look upholstery. BIFMA certified.	
22	Mid back visitors' chair Multi-function mechanism, lockable in 5 positions. Aluminium arms with black leather-look padding. Body weight tension adjustment by means of a knob under seat. 5-Star polished aluminium base with 50mm PU castors. Available in high back, medium back & visitors chair options. Black leather-look upholstery. BIFMA certified. Visitors chair features a chrome integrated sleigh frame with black nylon arm caps	
23	Cellular 4-way cluster 25mm Tops Pedestal base units with roller door top boxes Spine top units with pin board Optional spine base unit Power columns Optional bench end hinge door cabinets with bookcase column Custom Colours on Request	

24	Cellular 2-way cluster 25mm Tops Pedestal base units with roller door top boxes Spine top units with pin board Optional spine base unit Power columns Custom Colours on Request	
25	DESK WITH LONG MODESTY 1400 (L) x 750 (W) x 725 (H) 1600 (L) x 750 (W) x 725 (H) 25mm Wood grain top with fold up panel leg & full modesty in paired finish / Attaches to pedestal base unit / Left or right handed / Storage attaches to right side on right handed & left side on left handed NOTE: Access covers must be ordered seperately / 80mmØ cut-out fits DOT Evo power set XPRESS-ME PEDESTAL BASE UNIT 400 (W) x 750 (D) x 700 (H) 1 x Floating pen & pencil tray, 1 x standard drawer & 1 x hinged door / Left or right handed / Storage attaches to right side on right handed & left side on left handed NOTE: Handles must be ordered separately TOP BOX 400 (W) x 750 (D) x 371 (H) Used in conjunction with Xpress-Me Pedestal Base Unit / Non-handed Custom Colours on Request	
26	Size per 4-desk structure: 2400W X 1600D / 2800W X 1600D 3200W X 1600D / 3600W X 1600D 50 x 50 steel leg structure 22mm melamine tops Includes 2 power trays / Scallop power slot IS 26mm aluminium screens 400H Fabric / Lexan Combo Mobile pedestal (2 standard drawers / 1 deep filer) Roller cabinet 900W X 500D X 1200H Colourful screens provide privacy	

	ZIG ZAG (LOW SCREENS) 1406mm (w) x 917mm (d) x 1172mm (h) Melamine tops can be upgraded to a high pressure laminate or Fenix colours Custom Colours on Request STRAIGHT (LOW SCREENS) 1209mm (w) x 909mm (d) x 1172mm (h)	 
27	Size per desk 1600W X 900D / 1800W X 900D 22mm melamine tops Power management portholes Includes modesty panel Extension top 900W X 600D / 700W X 600D 24mm T100 screens 400H– fabric Desk height pedestal (1 deep filer / 2 standard drawer) 400W X 525D X 708H	

28	Ergonomic Chairs A high performance, maximum usage, netted Executive operator chair Adjustable ergonomic enhancements include: backrest tilt, lumbar adjust, seat height/slide, 2D armrest and adjustable headrest supports Dimensions: D 700 x W 700 x H 1250-1350 mm 0,7 m Seat fabric required Over 65% local manufactured content 150 kg recommended max weight load 7-yr guarantee on 24 hr shifts/day	
28	Special Needs Rubber foot pads offer various massage textures and contours targeting pressure points on the feet Intuitive rocking motion helps improve circulation and reduce fatigue. Scissor motion height adjustment provides 3 platform height settings and up to 25° tilt. Platform design encourages correct positioning of feet and relieves lower back pressure and improves posture by elevating the feet and legs . Tested by FIRA International Ltd to comply with the ergonomic requirements set out in European Health and Safety Legislation: EN ISO9241-5 Platform size: 45.5 x 33.1cms Height adjustments: 10.5/13.5/16.5cm Incline range: up to 30° (Approximate)	
29	Media Island wall: 1000 (W) x 150 (D) x 2000 (H) Media Island top: 2000 (W) x 1000 (D) x 25mm Option with & without cut-out for power Media Island base: 500 Ø x 1000 (H)	

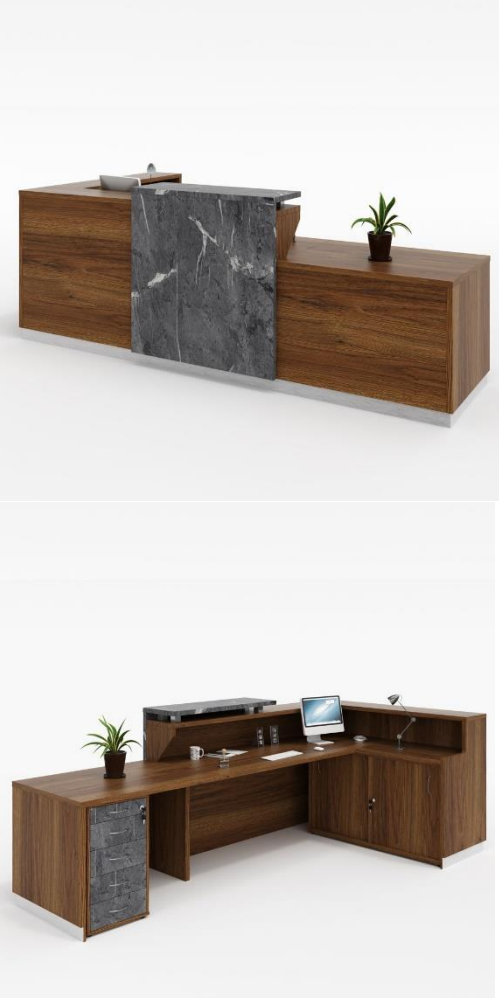
30	Shell in Black or Light Grey with soft padding Gas height adjustment lever incorporated into the underside of shell Ergonomic designed waterfall seat Chrome height adjustable foot ring 5-Star base in black (50mm nylon castors) or light grey nylon (60mm PU two-tone castors) Seat & back in standard dark grey upholstery	
31	Genuine leather holding strap Upholstered in Sorrento fabric to top with Colorado fabric upholstery to bottom or in COM [Customers Own Fabric] 520 Ø x 460 (H)	
32	Rollershutter door cabinet Sizes: 1800h x 1200w x 500d 1500h x 1200w x 500d 1200h x 1200w x 500d 1500h x 900w x 500d 1200h x 900w x 500d Custom Colours on Request	
33	HINGE DOOR CABINET Sizes: 900W X 500D X 1500H With 3 shelves 900W X 500D X 1800H With 4 Shelves 1100W X 500D X 1500H With 3 shelves 1100W X 500D X 1800H 16mm / 22mm melamine Top & bottom Custom Colours on Request	

34	HINGE DOOR BOOKCASE Size: 900W X 350D X 1200H 900W X 350D X 1500H 900W X 350D X 1800H 16mm/22mm melamine top & bottom Custom Colours on Request	
35 36	STATIONERY STEEL CABINET Stationery steel cabinet 900W X 450D X 1800H 4 adjustable shelves With hinge doors Custom Colours on Request Available in 400 (D) & 360 (D) x 1100 (W) x 2450 (H) 3 Bay – 8 Bay Options Steel construction Large tandem bays can be fitted with a Chain Drive to assist with movement of bays Tube handles available in aluminium or black painted finish Internal components include: Pull-out footscap cradle, pull-out A4 cradle, pull-out drawer, pull-out utility shelf, wire rack, pull-out stationery drawer, lockable cabinet, standard shelf. Kickstool available, a step stool in durable polypropylene, highly recommended for use within any high density systems. Allows the user to access documents at the top of the bay more easily. Custom Colours on Request	
37	25mm Top & base with 16mm carcass Black or White finger-grip handles 4-Digit combination locks Standard Sizes: 780 (W) x 450 (D) x 1800 (H) – 8 Bay 1159 (W) 450 (D) x 1800 (H) – 12 Bay Custom Colours on Request	

38	Metal construction with ventilation grooves Latch or wishbone handle options Optional wrapped doors with graphic of choice 3 adjustable shelves, a hanging rail 800 (W) x 400 (D) x 1000 (H) Custom Colours on Request	
39	25mm top & base with 16mm carcass Fixed laminate shelves Accommodates lever arch files 160mm Vogue handles available in black or silver Levelling feet Standard Sizes: 1600 (W) x 450 (D) x 800 (H) – Double 800 (W) x 450 (D) x 800 (H) – Single 1600 (W) x 450 (D) x 706 (H) – Double Top Filer Custom Colours on Request	
40	Training 16mm or 22mm Top Metal frame with easy flip top mechanism available in Black or White painted finish Lockable castors Various sizes available Standard Sizes: 1350 (L) x 600 (W) x 716 (H) 1500 (L) x 600 (W) x 722 (H) 1800 (L) x 600 (W) x 722 (H) poxy painted metal frame in black or light grey with matching injection moulded polypropylene seat and Polypropylene seat & back frame with mesh upholstery in Black or Light Grey Metal frame in matching painted finish Available with and without arms Optional seat upholstered in COM [Customers Own Fabric] Side Chair – 520 (W) x 540 (D) x 807 (H) – SH 455mm	 

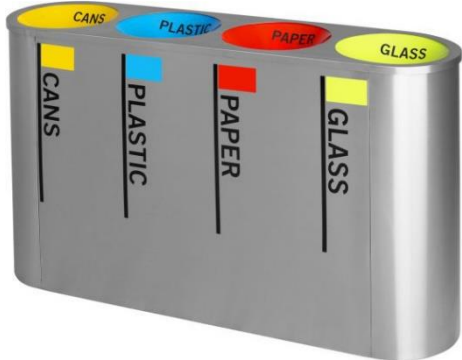
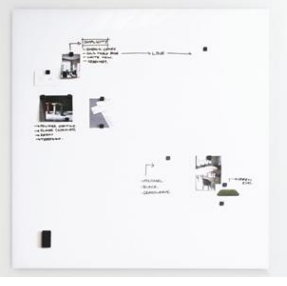
	Armchair – 642 (W) x 540 (D) x 807 (H) – SH 455mm	
41	Side Chair 750w x 800d x 800h Upholstery Available in Vulcan/Leather/ Bonded Leather or CMT Oak Leg	
42	Double Seater Upholstery: Fabric/ Leather/ Bonded Leather/CMT Epoxy Frame: White/ Black/ White 2100w x 900d x 700h Coffee Table 32mm Melamine 500w x 800d Custom Colours on Request	
43	Moulded shell reinforced with inner steel frame Tubular steel base in black painted finish 840 (W) x 850 (D) x 850 (H) – 400mm SH Custom Colours on Request	

44	Loose back & seat cushions Steel frame with tapered legs in black painted finish or COM [Customers Own Fabric] Standard Sizes: 1620 (W) x 800 (D) x 720 (H) – Double Seater 720 (W) x 800 (D) x 720 (H) – Single Seater Custom Colours on Request	
45	Coffee table solid oak top: Size: 95cm L x 39.5cm H x 95cm D Side table engineered stone black: Size: 55cm L x 44cm H x 55cm D	
46	12mm Black solid core top Black metal pole on 12mm black solid core base 393 (W) x 500 (L) x 650 (H)	
47	HIVE multi-adjustable table, reading lamp, power outlets and lockable storage which makes it a functional seating solution Custom Colours on Request	

48	Reception counter Size: 2700 x 800 x 800h Optional Desk Height Pedestal in Melamine Custom Colours on Request	
49	Planter box Size: 1350w x 450d x 650h Melamine Box with Slatted Panels Silk Plant Application-Artificial Custom Colours on Request	
	planter with a watertight insert container for direct planting Mild steel base and body, 3mm recycled and recyclable ABS plastic insert Size: 794mm H x 353mm D x 914mm W Custom Colours on Request	

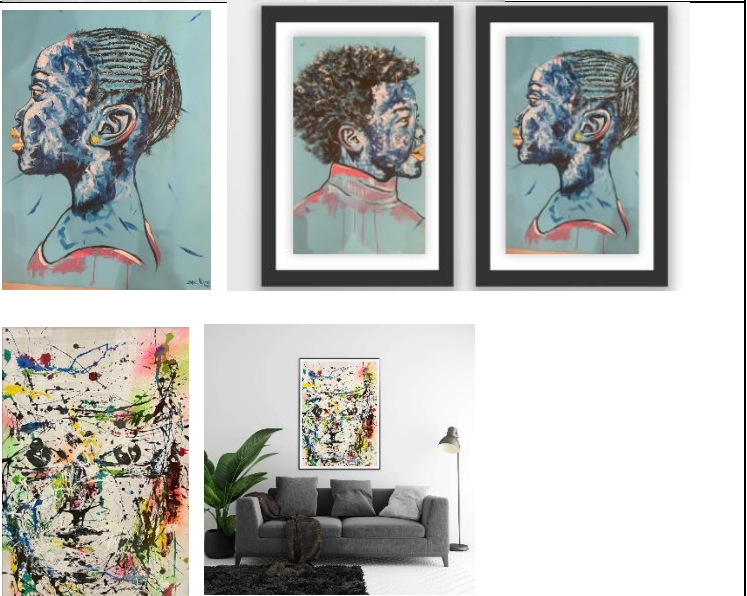
50	Metal construction Available in black, silver or white painted finish Options Include: Single letter tray 2-Tier letter tray Waste paper bin Paper cube Pencil cup	
51	Textured underside keeps this anti-fatigue mat in place Gentle bevelled edges – reduces trip hazard Highly durable 800 (L) x 500 (W) x 16mm	
52	Misty clear in colour with rounded corners Fine sandpaper texture to upper surface Non-slip underside ideal for low pile carpets and wooden floors Spiked underside ideal for deep piled carpets Non-Slip Undersurface: 1200 (L) x 900 (W) – Curved front 1350 (L) x 1140 (W) – Curved Front 1800 (L) x 1200 (W) – Rectangular Spiked Undersurface: 1200 (L) x 900 (W) – Curved Front	
53	6 x Chrome coat hooks 380mm Ø Metal disc base Available in Black or White painted finish 380 (W) x 380 (D) x 1750 (H)	

54	Desktop power set Our Standard Configuration: 1 x Standard 3 pin South African 16 Amp 1 x Compact 3 pin South African 16 Amp 1 x Bi-directional USB Type-A 16 Watt QC (Quick Charge) charger 1 x USB Type-C power delivery technology (PD) max 30W Available in Black or White	
55	Non-magnetic white board writing surface Pen tray in True Oak laminate 9mm 100% Polyester panel to lower section Black steel frame on castors Standard Size: 900 (W) x 500 (D) x 1800 (H) Custom Colours on Request	
56	Anthracite laminate front surface with non-magnetic white board writing surface to back side Ledge in True Oak laminate 9mm 100% Recyclable polyester panel to lower sections Black steel frame on castors Includes power kit (GRID power set with 5mm supply cable: 2 x standard South African 3 pin, 1 x compact South African 3 pin, 1 x Bi-directional USB Type A charger, 1 x standard USB Type C charger) Includes screen mounting bracket, 2-meter USB 3.0 extension cable, 5-meter HDMI high speed cable 900 (W) x 500 (D) x 1800 (H) * Fits 43" FHD LED Screen Custom Colours on Request	

57	4-Division Jumbo Round Recycle Bin Stainless 1500 x 400 x 820 mm Stainless Steel Includes Branding	
58	Executive Leather Set Pad, Letter Tray, Double Pen Stand, Memo Pad Holder	
59	Slimline Magnetic Whiteboard Magnetic receptive Steel surface. Concealed mounting (wall screws and masonry plugs supplied, 6mm). Fold away aluminum pentray. Anodized aluminum frame. Can be mounted horizontally or vertically. Includes mounting instructions. Slimline frame 18mm wide.	
60	Frameless glass white board Magnetic surface Long lasting, high quality optically clear safety glass Easy to install *Magnetic (Rare Earth magnets only) Standard Sizes: 1600 (L) x 900 (W), 2000 (L) x 900 (W) 1500 (L) x 1200 (W), 1800 (L) x 1200 (W)	

61	Cubench P Dimension 1500MM(L) X 500MM(W) X 450MM(H) Frame Material Mild Steel - E-coated and Powder coated frame Custom Colours on Request	
62	Mute Buzz Box 2 x 9mm 100% Polyester panels with 3mm MDF support panel to middle 25mm Thick Anthracite laminate shelf Attaches to wall with a cleat Inside Polyester panel in Marble finish Outside Polyester panel in Anthracite, Black, Cloud Blue, Leaf Green, Marble, Sage Green, Serenity Blue or Slate Grey 642 (W) x 550 (D) x 1000 (H) Custom Colours on Request	
63	32mm Melamine Top 50 x 50mm Steel Frame 1800w x 750d x 750h Bench 1350w x 450d Epoxy Frame: White/ Black/ White Custom Colours on Request	
64	Bench Seat Dimension 1700MM(L) X 1700MM(W) X 810MM(H) Available Finishes MILD STEEL - E-COATED AND POWDER COATED FRAME WITH COMPOSITE - EXCLUSIVE	

65	Monobloc stackable armchair in fibreglass reinforced polypropylene UV Resistant, recyclable resin Non-slip feet 605 (W) x 585 (D) x 800 (H) – SH 465mm	
66	Material: Steel structure with protective zinc coating and powder coating, surface made of high pressure laminate (HPL) Dining 720mm (H), suitable for 600 – 800mm round or square table tops Bar 1045mm (H), suitable for 600 – 700mm round or square table tops	
67	Decorative Steel, Metal Wall Art Size 2900 x 1400 x 20 Color Custom Colours on Request	
68	Paper Print And Frame Specifications 200g high quality art paper Solid Timber - Walnut Finish, Oak Finish, Black, White The frame has a 35mm depth and 15mm width. The print sits at the back of the frame. and has a plexiglass front. Sizing Options 210mm x 297mm (A4) 297mm x 420mm (A3) 420mm x 594mm (A2) 594mm x 840mm (A1)	
69	Corporate Artwork Office Wall Decor Wood Wall Art Modern	

70	Custom 200x100cm Acrylic Art Prints have a high-definition, glass-like appearance, shatter-proof plexiglass printed in high resolution long lasting polymeric film reverse mounted 3mm optically clear acrylic sheet Fixed aluminum barrel spacers	
71	Laser cut Decorative Steel Color Size (L)1000 x (H) 740mm	
72	Original artwork- South African artist Custom	

73	Teamwork Vinyl Wall Decal	
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9. METHOD OF PROCUREMENT/ APPOINTMENT OF PANEL MEMBERS

Department of Infrastructure Development will source quotations from panel members on rotation basis as when required for the duration of the contract.

10. EVALUATION PROCESS

Evaluation Steps:

- 10.1 Mandatory
- 10.2 Other Administrative Requirements
- 10.3 Functionality Evaluation Criteria
- 10.4 Due diligence (Site visit)

11. MANDATORY COMPLIANCE REQUIREMENTS

N.B. Failure to submit / meet or comply with the following requirements automatically constitute disqualification of tender offer.

1.	Submission of fully completed and signed Invitation to Bid (SBD 1)
2.	Submission of fully completed and signed Bidder's Disclosure (SBD 4)
3.	Confirmation letter that workmanship will be guaranteed for 36 months after installation.
4.	Certified copies of Manufacturing certificates of office furniture OR Attach letter of intent / Agreement with the manufactures accompanied by Manufacture Certificate of the manufacturing indicating the following: ➤ To supply the service provider with office furniture as when required. ➤ To grant permission of access for Due Diligence/Site visits.
5.	Submission of signed JV agreement or consortia agreement in case of Joint Venture/ Consortium that must stipulate the percentage revenue split between the parties.

12. OTHER ADMINISTRATIVE REQUIREMENTS

1.	Proof of Registration with CSD (the CSD report or MAAA number). CSD registration report for each main bidder, partner in the trust, consortium or joint venture to be submitted.
2.	Submission of a Tax Compliance Status PIN that will grant a third-party access to the bidder's Tax Compliance Status. (A trust, consortium or joint venture must submit a Tax Compliance Status Pin of each partner in the trust, consortium or joint venture).
3.	Certified ID copies for all members / directors / shareholders or owner/s to be submitted. (Certification of documents should not be older than 6 months).
4.	B-BBEE Status Level Verification Certificates must be valid and issued by an accredited SANAS Agency.
5.	Sworn Affidavits submitted by bidders in support of their B-BBEE level should comply with the Department of Trade, Industry and Competition (DTIC) format which can be found on the CIPC and / or the DTIC website.

13. FUNCTIONALITY EVALUATION CRITERIA

The functionality evaluation will be conducted by the Bid Evaluation Committee. The evaluation process will be based on threshold criteria. Points allocated for Functionality shall be evaluated in accordance with the Evaluation Criteria outlined below:

Functionality will be scored out of 100 points and the minimum threshold to obtain to qualify for appointment is 65 points. Bidders who fail to meet the minimum threshold will not be considered for this Bid.

FUNCTIONALITY EVALUATION CRITERIA:

Functionality:	
Functionality total weight points:	100
Minimum % that should be achieved to be found responsive	65

Main functionality criteria:	Sub criteria:	Weighting factor:
Company Experience Bidders must demonstrate company's experience by providing signed reference letters/ on client's letterhead with contact references and corresponding appointment letters / Purchase Orders on client's letter head in Provision, Delivery, and Installation of Office Furniture project. Note: Submission of reference letters without corresponding appointment letter /purchased orders will not be considered for scoring purposes. Points will be forfeited	Demonstrate a proven capacity and capability in Supply, Delivery, and Installation of Office Furniture projects each rendered successfully. 5 reference letters relevant to the type of the contract indicating the completion of the project and 5 corresponding appointment letters /purchase orders on client's letter head of similar projects = 30 Points 4 reference letters relevant to the type of the contract indicating the completion of the project and 4 corresponding appointment letters /purchase orders on client's letter head of similar projects = 24 Points 3 reference letters relevant to the type of the contract indicating the completion of the project and 3 corresponding appointment letters /purchase orders on client's letter head of similar projects = 18 Points 2 reference letters relevant to the type of the contract indicating the completion of the project and 2 corresponding appointment letters /purchase orders on client's letter head of similar projects = 12 Points 1 reference letters relevant to the type of the contract indicating the completion of the	30

	project and 1 corresponding appointment letters /purchase orders on client's letter head of similar projects = 6 Points No projects = 0 Point	
EXPERIENCE OF KEY STAFF	Bidder to demonstrate experience of key staff. Bidder to attach CVs of key staff with relevant certified copies of original not older than six (6) months and qualifications. CV's and Qualification of a Carpenter with pass Trade Test from Department of Higher Education or other institutions. 3 CV's of Carpentry Artisans and 1Cv of a Supervisor with three or more years' experience = 20 Point 2 CV's Carpentry Artisans and 1 Cv Supervisor with three or more years' experience = 10 Point 1 Cv Carpentry Artisans and 1 CV Supervisor with three or more years' experience = 5 Point Non-submission of letters = 0 Point	20
PROJECT IMPLEMENTATION PLAN	Activity (Key tasks) = 5 Points Bidder to provide key activities that will be undertaken to respond to requests from the Department to provide office furniture. Sub-tasks = 10 Points Break-down the activities by providing step by step procedures that will be undertaken to respond to the requests to provide furniture. Also, indicate other resources that will form part of the sub-tasks. Duration (Start and end) = 5 Points Indicate turnaround times when responding to the request.	20
Total functionality Paper Base = 70 Points		
Minimum threshold functionality Paper Base to be further evaluated = 50 Points		

DUE DILIGENCE: SITE VISITS= 30 POINTS

NB: Suppliers to have a confirmation letter from the manufacturers that grants suppliers access to the Factory/Warehouse

- Compliance of the Factory or Warehouse to Occupational Health Safety as required by the Occupational Health and Safety Act. e.g., evacuation plan; safety precaution signs etc = **10 Points**
- Availability of and access to appropriate equipment, hand tools and machinery required for production of furniture and installation on site. =**10 Points**
- Transportation to deliver office furniture e.g., Trucks or Bakkies. Proof of ownership or lease agreement. = **10 Points**

MINIMUM THRESHOLD FOR DUE DILIGENCE = 15 POINTS

TOTAL FUNCTIONALITY MINIMUM THRESHOLD = 65 POINTS

Annexure A

GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
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17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
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27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 “Countervailing duties” are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 “Day” means calendar day.
 - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
 - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
 - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 “Dumping” occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 “Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so, required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so, required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance security**
- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency

of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- (b) a cashier's or certified cheque

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

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

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

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

- 9. Packing**
- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.
- 10. Delivery and documents**
- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2 Documents to be submitted by the supplier are specified in SCC.
- 11. Insurance**
- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.
- 12. Transportation**
- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
- 13. Incidental Services**
- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
- 14. Spare parts**
- 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

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

15. Warranty 15.1

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

- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the Supplier under this contract shall be specified in SCC.
- 16.2 The supplier 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 supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices	17.1	Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
18. Contract Amendments	18.1	No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
19. Assignment	19.1	The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
20. Subcontracts	20.1	The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
21. Delays in the supplier's performance	21.1	Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
	21.2	If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
	21.3	No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
	21.4	The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
	21.5	Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
	21.6	Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 212;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction imposed on any person by the Accounting Officer /Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;

- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of

- 27.1 If any dispute or difference of any kind whatsoever

Disputes	arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation. 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party. 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law. 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC. 27.5 Notwithstanding any reference to mediation and/or court Proceedings herein, (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and (b) the purchaser shall pay the supplier any monies due the supplier.
28. Limitation of Liability	28.1 Except in cases of criminal negligence or willful misconduct , and in the case of infringement pursuant to Clause 6; (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing Language	29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties	32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

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

- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

General Conditions of Contract (revised February 2008)