

DESCRIPTION		REQUIRED AT	ADVERT No.	CLOSING DATE
THE APPOINTMENT OF SERVICE PROVIDER FOR THE, SUPPLY, DELIVERY AND INSTALLATION OF OFFICE FURNITURE AND FITTINGS FOR VARIOUS OFFICES FOR SOUTH AFRICAN SOCIAL SECURITY AGENCY IN THE KWA-ZULU NATAL REGION				
NO BRIEFING SESSION			SASSA: 14-22-CS-KZN	19 September 2022 At 11:00
VENUE AND PHYSICAL ADDRESS	DATE AND TIME			

NB: Documents are to be downloaded from the website: www.sassa.gov.za / www.etenders.gov.za

ENQUIRIES

Enquiries may be directed to Acting Manager SCM: Mr Lucky Shandu at (033 846 9532) and or Manager Facilities Management: Mrs V Mseleku at (033 846 3449) during office hours (Monday to Friday) 08H00 to 16:00

BIDS SUBMISSION

Bid documents must be deposited in the tender Box situated on Ground Floor of SASSA Offices, No 1 Bank Street, Pietermaritzburg, 3201. Bid documents submitted by electronic mail, facsimile or other similar apparatus will not be accepted for consideration. Bidders should ensure that their bids are delivered in due date and time. Any bid documents received after the closing date and time will not be accepted.

Advert placement date: 29 August 2022

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	SASSA: 14-22-CS-KZN	CLOSING DATE:	19 SEPTEMBER 2022	CLOSING TIME:	11:00
DESCRIPTION	THE APPOINTMENT OF SERVICE PROVIDER FOR THE, SUPPLY, DELIVERY AND INSTALLATION OF OFFICE FURNITURE AND FITTINGS FOR VARIOUS OFFICES FOR SOUTH AFRICAN SOCIAL SECURITY AGENCY IN THE KWA-ZULU NATAL REGION				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
1 Bank Street					
Pietermaritzburg					
3201					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	MR LUCKY SHANDU		CONTACT PERSON	MR VUKA MSELEKU	
TELEPHONE NUMBER	033 846 9532		TELEPHONE NUMBER	033 846 3449	
FACSIMILE NUMBER			FACSIMILE NUMBER		
	LuckyGS@sassa.gov.za		E-MAIL ADDRESS	VukaM@sassa.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		TICK APPLICABLE BOX] ☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES, ANSWER PART B:3]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				☐ YES ☐ NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				☐ YES ☐ NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B **TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA .
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

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

DATE:



sassa
SOUTH AFRICAN SOCIAL SECURITY AGENCY

Annexure A

SBD 3.1

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

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

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

Name of bidder:.....	Bid number SASSA: 14-22-CS-KZN
Closing Time: 11:00 AM	Date: 19/09/2022

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY (INCLUDING VAT)
.....			
-	Required by:		
-	At:		
-	Brand and model		
-	Country of origin		
-	Does offer comply with specification?		*YES/NO
-	If not to specification, indicate deviation(s)		
-	Period required for delivery		 *Delivery: Firm/not firm
-	Delivery basis (all delivery costs must be included in the bid price)		

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

***Delete if not applicable**

STANDARD BIDDING DOCUMENT (SBD) 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

- 1.1** Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.
- 1.2** Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. BIDDER'S DECLARATION

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

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

[illegible]

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STANDARD BIDDING DOCUMENT (SBD) 4

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

2.2.1 If so, furnish particulars:

.....

.....

.....

.....

.....

.....

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

2.3.1 If so, furnish particulars:

.....

.....

.....

.....

.....

3. DECLARATION

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

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

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

STANDARD BIDDING DOCUMENT (SBD) 4

- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for

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

STANDARD BIDDING DOCUMENT (SBD) 4

investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

PREFERENCE POINTS CLAIM FORM

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 B-BBEE ACT.

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 to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the **80/20 / OR 90/10...** preference point system shall be applicable; or
- b) The **80/20 / OR 90/10** preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

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	80/90
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20/10
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) **"price"** 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:

80/20

or

90/10

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

3.2 DISPOSAL OF STATE ASSETS AND INCOME-GENERATING PROCUREMENT

3.3 POINTS AWARDED FOR PRICE

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

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

Where

Ps = Points scored for price of bid under consideration
 Pt = Price of bid under consideration
 Pmax = Price of highest acceptable bid

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

4.1 In terms of paragraphs 5.2 and 6.2 of the Addendum to the SASSA Supply Chain Management Policy, 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 (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	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 3.1

6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)
 (Points claimed in respect of paragraph 6.1 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 sub-contracting with an enterprise in terms of the SASSA's Terms of Reference (TOR) or Specification:

Designated Group: An EME or QSE which is at last 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

- ☐ Manufacturer
- ☐ 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-BBEE 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, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

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

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

Where

x is the imported content in Rand

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

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

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

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;
2. **The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
<u>Office Furniture</u>	<u>85 %</u>
<u> </u>	<u> % </u>
<u> </u>	<u> % </u>

3. Does any portion of the goods or services offered have any imported content?
(Tick applicable box)

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

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

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

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

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF

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**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
- (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.

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

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Annex C

Local Content Declaration - Summary Schedule

(C1)	Tender No.	SASSA 14-22-CS-KZN
(C2)	Tender description:	APPOINTMENT OF SERVICE PROVIDER FOR THE, SUPPLY, DELIVERY AND INSTALLATION OF OFFICE FURNITURE AND FITTINGS FOR VARIOUS OFFICES
(C3)	Designated product(s)	
(C4)	Tender Authority:	
(C5)	Tendering Entity name:	
(C6)	Tender Exchange Rate:	N/A
(C7)	Specified local content %	EU N/A

GBP N/A

Note: VAT to be excluded from all calculations

Tender item no's		List of items	Calculation of local content				Tender summary		
			Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Qty
(C8)		(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)
1		Canteen Furniture Short Table							5
2		Canteen Furniture Short Chair							33
3		Office Chairs High Back Fabric - SASSA							213
4		Lumbar Chairs							18
5		Office Chairs Visitors							67
6		Filing Cabinet 3 Drawer							14
7		Wood Filing Cabinet 5 Drawer with Top							7
8		Steel 4 Drawer Filing Cabinet with Security Bar							20
9		General Work Station (Offices) L Shape Desk							28
10		3 Seater Steel silver benches							71
11		Cubicles							66
12		Meeting Room Table - 1200mm Diameter							5
13		Letter Trays							22
14		Waste Bin							73
15		Steel Shelving Rack							16
(C22) Total Tender value net of exempt imported content R									(C17)
(C23) Total imported content R									(C18)
(C24) Total local content R									(C19)
(C25) Average local content % of tender									

Date:



sassa

SOUTH AFRICAN SOCIAL SECURITY AGENCY

TERMS OF REFERENCE

**APPOINTMENT OF SERVICE PROVIDER FOR THE, SUPPLY, DELIVERY AND
INSTALLATION OF OFFICE FURNITURE AND FITTINGS FOR VARIOUS OFFICES FOR
SOUTH AFRICAN SOCIAL SECURITY AGENCY IN THE KWA-ZULU NATAL REGION**

ACRONYMS

B-BBEE	:	Broad Based Black Economic Empowerment
CPI	:	Consumer Price Index
CIPC	:	Companies and Intellectual Property Commission
CIPRO	:	Companies and Intellectual Property Registration Office
COIDA	:	Compensation for Occupational Injuries and Disease Act
DTI	:	Department of Trade Industry
DPSA	:	Department of Public Service and Administration
EME	:	Emerging Micro Enterprise
GCC	:	General Conditions of Contract
KZN	:	Kwa-Zulu Natal
OHSA	:	Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)
QSE	:	Qualifying Small Enterprise
SANAS	:	South African National Accreditation System
SASSA	:	South African Social Security Agency
SABS	:	South African Bureau of Standards
SANS	:	South African National Standards
SBD	:	Standard Bidding Documents
SCC	:	Special Conditions of Contract
SMME	:	Small Micro Medium Enterprise
VAT	:	Value Added Tax
BCEA	:	Basic Conditions of Employment Act, 1997 (Act No. 75 of 1997);
DTIC	:	Department of Trade, Industry and Competition

1. INTRODUCTION

- 1.1. The South African Social Security Agency (SASSA) has been established in terms of the South African Social Security Agency Act, 2004(Act No. 9 of 2004). SASSA is a schedule 3A public entity in terms of the Public Finance Management Act 1999 (Act No. 1 of 1999), as amended), and is responsible for the management, administration and payment of social assistance.

2. PURPOSE

- 2.1. To appoint a suitable independent service provider/s for the, supply, delivery and installation of office furniture and fittings for various offices for South African Social Security Agency in the Kwa-Zulu Natal region as per the agreed specification.

3. BACKGROUND

- 3.1. For the Agency to effectively deliver on its mandate, of serving its clients, it needs to create an environment that enhances efficiency and a workplace that promotes the corporate image of the Agency and create a consistent look and feel throughout SASSA offices which will maintain the Agency's image and bring about improved operations.

4. OBJECTIVE

- 4.1. To appoint a suitable independent service provider/s for the, supply, delivery and installation of office furniture and fittings for various offices for South African Social Security Agency in the Kwa-Zulu Natal region as per the agreed specification.

5. SCOPE OF WORK

- 5.1. The role of the successful service provider/s for the, supply, delivery and installation of office furniture and fittings for various offices for South African Social Security Agency in the Kwa-Zulu Natal region as per the agreed specification

5.2. Delivery Address Information

OFFICES	DELIVERY ADDRESS
SASSA – Debtors Unit	85 Masabalala Yengwa, Durban Station
SASSA Kwamashu LO	
SASSA Durban District Office	
SASSA Verulam	5 Drosdy Place, Camperdown
SASSA Midlands District	284 Murchison Street, Ladysmith
SASSA Ezakheni	
SASSA Ulundi District	Old Legislature Building, Ulundi
SASSA Pietermaritzburg District	10 Bank Street, PMB
SASSA Regional Office	200 Pietermaritz Street ,PMB

6. DELIVERABLES

- 6.1. Bidders are expected to supply, deliver and install standardized office furniture and fittings as per the specifications after being issued with a purchase order/ letter of award by the Agency.
- 6.2. 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 Agency in writing.
- 6.3. Bidders are further advised to:
- 6.3.1. Examine all drawings and/ or specifications prior to submitting their quotations.
 - 6.3.2. Acquaint themselves with the geographical extent and addresses for delivery purposes.
 - 6.3.3. Assess the extent and nature of requirements.
 - 6.3.4. Allow for the cost of delivery, installation and repair of the furniture items during installation.

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

- 6.4. All bid prices accepted from the successful bidder/s will remain fixed and firm from date of acceptance of the purchase order.
- 6.5. The Agency reserves the right to refer components for testing to ensure that all specifications have been met.

7. PARTIES RESPONSIBILITIES

Service provider shall:

- 7.1. Conduct business in a courteous and professional manner.
- 7.2. Provide the necessary documentation as requested prior to the awarding of the contract.
- 7.3. Not use any poisonous or highly inflammable substances without the written consent of SASSA.
- 7.4. Ensure that all work performed and all equipment used on site are in compliance with the Occupational Health and Safety Act, 1993 (Act no. 85 of 1993) and any regulations promulgated in terms of this Act and the standard instructions of SASSA;
- 7.5. Comply with SASSA security and emergency policies, procedures and regulations
- 7.6. Warranty for the material used as well as a guarantees on the structure.
- 7.7. Service providers are encouraged to provide full Colour illustrations clearly indicating their products.
- 7.8. All products must be locally assembled and materials used must be South African Bureau of Standards (SABS) approved.

The onus is upon service provider to familiarize themselves with the project sites.

SASSA shall:

- 7.9. Provide appropriate information as and when required and only in situations where it is required by the service provider to fulfil their duties.
- 7.10. Not accept any responsibility for any damages suffered by the service provider or their staff during the execution of the project.

- 7.11. Not accept any responsibility for accounts/expenses incurred by the service provider that was not agreed upon by the contracting parties.
- 7.12. If necessary request withdrawal of a service providers staff member if he/she poses a threat or anything untoward to SASSA employees.

8. BID CONDITIONS

- 8.1. SASSA reserves the right to award the bid proposal in whole or only partially.
- 8.2. SASSA reserves the right to award or not to award.
- 8.3. SASSA reserves the right to cancel this at anytime with no cost implications towards bidders.
- 8.4. SASSA will not be held responsible for any costs incurred by the bidder in the preparation, presentation and submission of the bid proposal.
- 8.5. Before any work can commence an official purchase order/ letter of award shall be issued with clear delivery dates indicated.
- 8.6. The Agency reserves the right to appoint one (1) or more service providers or not to appoint any service provider at all.
- 8.7. Prospective service provider/s shall have to treat all available data provided by the Agency in the bid proposal process as strictly confidential. Such data remains the property of the Agency.
- 8.8. The goods supplied under the contract shall be fully insured by the service provider/s against loss or damage whilst in transit.
- 8.9. Bidders will be disqualified if found to have misrepresented information in their bid proposals.
- 8.10. The General Conditions of Contract will apply (available on the National Treasury website).

9. MONITORING AND EVALUATION

- 9.1. There will be proper compliance with the agreed delivery timelines.
- 9.2. There will be provision of quality products and compliance to standards.
- 9.3. The quality of the material for the units must be approved by the relevant authority – SANS, SABS etc.

10. EVALUATION CRITERIA

The bid proposals shall be evaluated in accordance with the 80/20 principle. Bid proposals will be evaluated in terms of the below-mentioned criteria:

Stage 1: Phase 1 Special Condition

Stage 2: Phase 2 Functionality Criteria

Phase 2 Administrative Compliance

Stage 3: Phase 3 Price and preference points (80/20)

10.1. PHASE 1: SPECIAL CONDITION

- 10.1.1. Service providers must quote for all categories and not part thereof. Incomplete quotations will be disqualified.
- 10.1.2. Service providers must submit proof of experience in the supply, delivery and installation of office furniture and fittings for a minimum value of R200, 000 each and not older than 5 years from the closing date of the bid.
- 10.1.3. Bidders must adhere to special conditions, failure to do so will result in disqualification of the bid proposal.

10.2. PHASE 2: STAGE 1 FUNCTIONALITY CRITERIA

NO	Functionality Criteria	WEIGHTING
Bidders must score a minimum of 60 points on functionality. Bidders who score less than 60 points for functionality shall be disqualified and shall not be subjected to further evaluation.		
	1) Technical Approach Appropriateness of Implementation plan/project management on how the bidder will manufacture, supply and deliver the furniture with clear timelines on deliverables from issuing of purchase order to delivery of the goods within 90 days, in case of outsourcing please attach a letter from the manufacturer confirming the above • detailed implementation plan submitted (<i>initiation ,Planning, Execution, Closing</i>) NB : Values: 1- Poor 2-Average 3-Good 4- Very Good 5-Exellent	40
	2) Experience In order to score points for experience, bidders must provide proof of past traceable Purchase Order/Letter of Award/contract, for the supply, delivery and installation of office furniture and fittings for a minimum value of R200 000.00 each and not older than 5 years from the closing date of the bid . • 1-2 purchase order/letter of award/contract = 1 points	30

• 3-4 purchase order/letter of award/contract = 2 points • 5-6 purchase order/letter of award/contract = 3 points • 7-8 purchase order/letter of award/contract = 4 points • 9 and above purchase order/letter of award/contract= 5 points NB: SASSA reserves the right to confirm the authenticity of the information supplied by the bidder.	
3) Capacity In order to score points for capacity, bidders must provide proof of past traceable letter of completion/ reference letter issued by the bidder's client on company letterhead with minimum details such as: contact number, contact person, purchase order number and amount matching the purchase orders/letters of award/contracts supplied for experience above. (for the supply, delivery and installation of office furniture and fittings for a minimum value of R200 000.00 each and not older than 5 years from the closing date of the bid) • 1-2 Letter of completion/ reference letter = 1 point • 3-4 Letter of completion/ reference letter = 2 points • 5-6 Letter of completion/ reference letter = 3 points • 7-8 Letter of completion/ reference letter = 4 points • 9 and above Letter of completion/ reference letter = 5 points NB: SASSA reserves the right to confirm the authenticity of the information supplied by the bidder. Proof of past traceable letter of completion/ reference letter that does not link to purchase orders/ letter of award/contract issued by the bidder's client on company letterhead will not be considered	30
TOTAL	100

10.3. PHASE 2: STAGE 2 ADMINISTRATIVE COMPLIANCE**10.3.1. Administrative Compliance**

- I. VAT Registration documents (If applicable)
- II. Proof of Registration on the Central Supplier Database (CSD) with National Treasury (CSD Registration Report)
- III. Certified Identity Documents of Directors as per CSD registration report (certified within 6 months).
- IV. Fully completed and signed Standard Bidding Document Forms (SBD).
- V. Tax Verification Pin
- VI. Certified Copies of CIPC (Previously known as CIPRO) registration (within 6 months).
- VII. Local Content – SBD 6.2, Annexure C forms in response to the requirements outlined in the bid proposal document is compulsory.

Category of Furniture	Stipulated minimum threshold
Office Furniture	85%
School Furniture	100%
Base and Mattress	90%

To ensure that local production and content is discharged on manufacturing activities, the following furniture products which have been designated must be included in bid invitations:

Office Furniture

Number	Description	% Local Content
1	Melamine office desk with drawers	70%
2	Office desk (drawers) with timber top on steel frame	90%
3	Office desk (drawers) with supawood (MDF) top on steel frame	90%
4	Melamine/Paper foil office desk with drawers	70%
5	Stacker upholstered chair - 4 legged without arms	100%
6	Side upholstered chair - sleigh base with arms	70%
7	High back upholstered chair with arms on 5 star base	65%
8	Steel stationery cupboard	100%
9	Steel drawer(s) filing cabinet	100%
10	Wood stationery cupboard	100%
11	Wood drawer(s) filing cabinet	100%

SASSA will verify all administrative documents listed above for authenticity purposes, which could result in the bid proposal being disqualified and reported to National Treasury if found to have misrepresented the information.

10.4. Phase 3 - PRICE AND PREFERENCE POINTS

Phase Three - Price and Preference Points	100
Price	80
BBBEE Status Level of Contribution	20

Points awarded for B-BBEE Status Level of Contribution

- In terms of Regulation 5 (2) and 6 (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

- NB: Bidders must submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a sworn affidavit signed by Emerging Micro Enterprise (EME) representative and attested by the Commissioner of Oaths.**
- Failure to submit a certificate from accredited verification agency or sworn affidavit substantiating the BBBEE status level of contribution or is a non-compliant contributor, such bidder shall score 0 points out of the allocated maximum points for B-BBEE.**

11. PRICING

11.1. Prices must be VAT inclusive and all overhead costs (transport & labour) should be included in the bid proposal price.

11.2. Prospective service providers must bid for all items as per pricing Schedule 1-9.

12. SUB-CONTRACTING

12.1. It should be noted that the Agency expects appointed service provider/s to take full responsibility and accountability to execute functions attached to the contract.

12.2. Under no circumstances will the Agency engage itself with sub-contractors or parties associated with the service provider, including suppliers' main suppliers or manufacturers. A bidder awarded a contract may only enter into a sub-contracting arrangement with the approval of the Agency.

12.3. The bidder 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 BBBEE status level of contributor than the bidder concerned unless the bid is sub-contracted to an EME that has the capability and ability to execute the contract, and the subcontractor must also comply with the evaluation criteria

13. JOINT VENTURE AND CONSORTIUM

13.1. Where a joint venture or consortium is formed, a copy of the joint venture or consortium agreement must be attached.

13.2. Companies will be individually required to comply with administrative compliance requirements.

14. PERIOD OF CONTRACT

This is a once-off supply

15. ENQUIRIES

All requirements regarding the bid proposal may be directed to the following:

For technical enquiries:

Name: Mr V Mseleku

Tel: 033 846 3449

Email: vukam@sassa.gov.za

For bid administration enquiries

Name: Mr. Lucky G Shandu

Tel: 033 846 9532

Email: LuckyGS@sassa.gov.za



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SOUTH AFRICAN SOCIAL SECURITY AGENCY

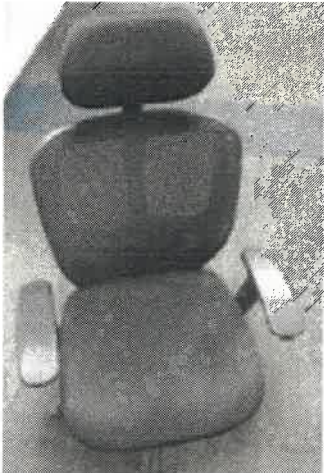
ANNEXURE A

FURNITURE SPECIFICATION AND **DRAWINGS**

TYPE OF FURNITURE	MINIMUM THRESHOLD FOR LOCAL CONTENT PRODUCTION (%)	QUANTITY
Canteen Furniture Short Table	90%	5
➤ Work surface to be manufactured from 32mm thick high density particle board complying with SASBS standards. Boards to be finished with a 0.6mm low glare continuous decorative laminate in Vancouver Maple 688. Underside finished with quality 0.3mm balancing backer, not paper. Grain of work surface: ➤ Work surface edging – laminated work surface to have a 6 mm PVC buffer ➤ Legs to be approximately 75mm 900mm Round X 740mm High		
		
EXAMPLE OF A TYPICAL TABLE		

TYPE OF FURNITURE	MINIMUM THRESHOLD FOR LOCAL CONTENT PRODUCTION (%)	QUANTITY
➤ Canteen Furniture Short Chair	70%	33
➤ Frame to be chemically cleaned, rust treated and epoxy powder coated to BS DIN or SABS standards. ➤ Tubular steel 25mm outer diameter, 25mm thick, color to be Silver. Chairs to be an appropriate height to fit comfortably under the table, which is 740mm high.		
		
EXAMPLE OF A TYPICAL CHAIR		

TYPE OF FURNITURE	MINIMUM THRESHOLD FOR LOCAL CONTENT PRODUCTION (%)	QUANTITY
Office Chairs High Back Fabric- SASSA	➤ 65%	213
➤ Spring return force of backrest adequate for individuals weighing between 50-125Kg. synchronous angle adjustment of seat and back rest angles in the range 1:2.5 to 1:3.5. ➤ Seat depth maximum 450mm. ➤ Midback Chair Seat Height 420mm-515mm ➤ Highback Seat Height 670mm-750mm. ➤ all foam used for chairs to be flame retardant and CFC-free and comply with the following minimum standards and specifications ➤ density to be 50kg/m³; harness factor of 35kg/m³;compression set to be 3% & elongation (breakage point) 242% ➤ High density injection molded foam of minimum thickness of 23mm. Armrest minimum width of 45mm, polyurethane injection molded armrest with 16mmx6mm steel flat bar inserted for added strength and width between arms minimum of 470mm. ➤ Synchronized mechanism lockable in at five positions. Single lever to action the gas spindle and lock/unlock mechanism. Minimum three-degree negative tilt. ➤ Copies of manufacturers guarantee to be provided for synchronous mechanism. ➤ Mechanism must carry a Five year guarantee from Mechanism Supplier. Five star base to be a minimum of 630mm-720mm (dependent on size of chair and height of backrest), manufactured from die crest aluminium, steel, nylon, or polyurethane reinforced with a steel structure in black. Shrouded twin wheel plug-in-type swivel castors rated at 80kg each. Variable gas height adjustment of seat from 420mm-530mm. gas mechanism to carry at least 5 year guarantee. Copy of the manufacturers guarantee to be provided. Chairs to be manufactured in accordance with ISO 9002 specifications. All steels part epoxy powder coated ➤ All chairs to carry a 5 year structural guarantee.		
 EXAMPLE OF TYPICAL SASSA CHAIR AND FABRIC		

TYPE OF FURNITURE	MINIMUM THRESHOLD FOR LOCAL CONTENT PRODUCTION (%)	QUANTITY
➤ Lumbar Chairs	➤ 65%	18
➤ Fully adjustable lumbar support- both height and depth, for a perfect form-fit. The adjustable mechanism should be located at the rear of the chair. ➤ Multi-adjustable armrest-both height and width with arm pads which rotate inwards or outwards, to suit any work situation. ➤ 700mm Black nylon-5 star base and 60mm diameter castors for improved manoeuvrability ➤ Maximum user weight of 120kg-150kg ➤ Fully extended chair height max 570mm (from floor to seat) ➤ 60 months warranty ➤ Must be like the ones in the photo or equivalent.		
 Back adjustable mechanism  Additional padding on the seat EXAMPLE OF TYPICAL LUMBAR SPECIAL CHAIR		

TYPE OF FURNITURE	MINIMUM THRESHOLD FOR LOCAL CONTENT PRODUCTION (%)	QUANTITY
Office Chairs Visitors SASSA Fabric	70%	67
➤ Tubular steel integral sleigh base with outside diameter of 25.4mm, wall thickness of 2.5mm and Hot rolled and Chrome finish. ➤ Flat overall 30X16X1.6mm wall thickness tubing frame epoxy powder coated. All radiuses to be pressed to ensure consistency on shapes, 100x 4mm bar welded between frames, used to attach back to mechanism. Bracket to attach back to mechanism 90X6mm mild steel flat bar. 12 X27mm long bushes are threaded M8 inserted into the lumbar section of the frame in order to accommodate arms. Holes drilled on the flat side of the tube, and bushes are plug welded to ensure maximum strength for the arm support. ➤ Ergonomically contoured plywood shell base, individual SA Pine layers of 1.5mm thick, laminated to a minimum thickness of 12mm nuts to be inserted into shell to secure mechanism ➤ all foam Fabric used for chairs to be flame retardant and CFC-free and comply with the following minimum standards and specifications ➤ density to be 50kg/m³; harness factor of 35kg/m³; compression set to be 3% and elongation (breakage point) 242% ➤ High density injection moulded foam of minimum thickness of 23 mm. Armrest minimum widths of 45mm, polyurethane mix of Suprasec 2030 and Duralo 0789. ➤ Armrest with 16mmx6mm steel flat bar inserted for added strength and width between arms minimum of 470mm. ➤ Height from top of backrest to seat pan -560mm (Midback) 580mm Highback, width seat-510 wide. ➤ Five year structural guarantee		
		
EXAMPLE OF A TYPICAL SASSA VISITOR CHAIR		

TYPE OF FURNITURE	MINIMUM THRESHOLD FOR LOCAL CONTENT PRODUCTION (%)	QUANTITY
Filing Cabinet 3 Drawer	90%	14
➤ Drawer size to be 1475mm Height X 1160mm Width X600mm Depth ➤ Cabinet frame must be manufactured from square steel tubing and maximum strength and permanent rigidity against all forces must be maintained. All connecting studs, that connect each component of bottom frame, must be screwed into threaded inserts with high quality fasteners and washers are to be used in the framed assembly. ➤ Drawer depth should be maximised per cabinet. The drawer frames and base plate are to be manufactured from cold rolled steel sheeting. The drawer slides must be shrouded with metal covers ➤ The drawer handles should be "D" handle colour to be silver. All drawers should have "floors" or base plates. ➤ The drawer frame side supports should be attached to the front and back supports through adequate fastening (e.g. interlocking tabs) ➤ The front and back profiles of the drawer frame should be adequately stiffened to ensure it rigidity for load bearing. ➤ The steel tubing for the cabinet frames should be manufactured in accordance with the appropriate SABS standards and all metal parts should be epoxy powder coated ➤ Only high quality double extension linear ball bearing drawer slides should be used. They should have a safety load bearing of 75kg ➤ The cabinets should be SABS tested and approved through 50 000 opening and closing cycles under full load. ➤ The locking mechanism should work in conjunction with the anti-tilt mechanism ensuring that no drawers can be opened when the cabinets is tilted forward. ➤ The outside lock must preferably be of the removable cylinder type. The cabinets are to be supplied with master keys. These keys are to be grouped together after the delivery and installation, with attached tags identifying to what cabinet each key is the master for ➤ Should a key get lost, the barrel lock should preferably be interchangeable (using a special installation key). The cabinet should be able to remain locked while the barrel lock is being changed. The cabinet may open with the replacement key, without having to damage the cabinet. The keys must be of an "unbreakable" design that ensures flexibility allowing for them to be bending under a severe impact rather than break. ➤ The back panel and side panels of the cabinet are to be manufactured from 16mm thick Chipboard faced with a minimum of 0.35 Deacon in Vancouver Maple 688 ➤ The exposed edges of the cabinet's side panels are to be covered with a 2mm PVC edging colour to match. ➤ Any panels should be replaceable without having to dismantle or replace the whole cabinet. The panels should not carry any of the weight of the load contained within the cabinet. ➤ The cabinet top should be manufactured from 32mm Chipboard, which is covered on the inside with		

a Spantex laminate balancing foil, the top surface of the cabinets should be finished in 0.6mm Deacon Vancouver Maple 688 the drawer front walls are to be manufactured from 16mm thick Chipboard faced with minimum 0.35mm Vancouver Maple 688

All cabinets to accommodate a containerised A4 filing system



EXAMPLE OF A TYPICAL SASSA 3 DRAWER CABINET

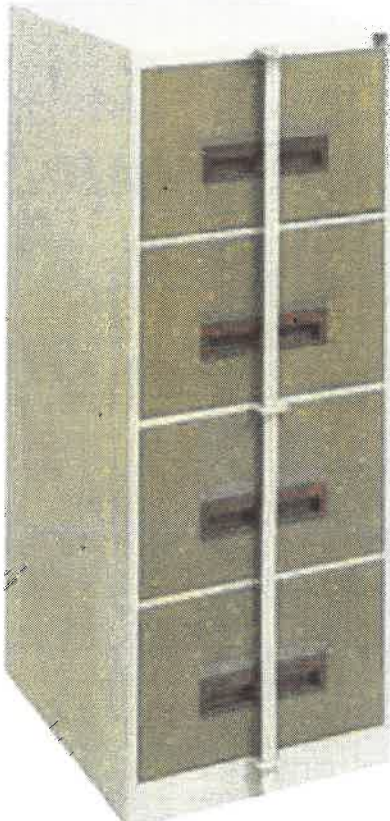
TYPE OF FURNITURE	MINIMUM THRESHOLD FOR LOCAL CONTENT PRODUCTION (%)	QUANTITY
Wood Filing Cabinet 5 Drawer with Top	90%	7
➤ Drawer size to be 1475mm Height X 1160mm Width X600mm Depth ➤ Cabinet frame must be manufactured from square steel tubing and maximum strength and permanent rigidity against all forces must be maintained. All connecting studs, that connect each component of bottom frame, must be screwed into threaded inserts with high quality fasteners and washers are to be used in the framed assembly. ➤ Drawer depth should be maximised per cabinet. The drawer frames and base plate are to be manufactured from cold rolled steel sheeting. The drawer slides must be shrouded with metal covers ➤ The drawer handles should be "D" handle colour to be silver. All drawers should have "floors" or base plates. ➤ The drawer frame side supports should be attached to the front and back supports through adequate fastening (e.g. interlocking tabs) ➤ The front and back profiles of the drawer frame should be adequately stiffened to ensure it rigidity for load bearing. ➤ The steel tubing for the cabinet frames should be manufactured in accordance with the appropriate SABS standards and all metal parts should be epoxy powder coated ➤ Only high quality double extension linear ball bearing drawer slides should be used. They should have a safety load bearing of 75kg ➤ The cabinets should be SABS tested and approved through 50 000 opening and closing cycles under full load. ➤ The locking mechanism should work in conjunction with the anti-tilt mechanism ensuring that no drawers can be opened when the cabinets is tilted forward. ➤ The outside lock must preferably be of the removable cylinder type. The cabinets are to be supplied with master keys. These keys are to be grouped together after the delivery and installation, with attached tags identifying to what cabinet each key is the master for ➤ Should a key get lost, the barrel lock should preferably be interchangeable (using a special installation key). The cabinet should be able to remain locked while the barrel lock is being changed. The cabinet may open with the replacement key, without having to damage the cabinet. The keys must be of an "unbreakable" design that ensures flexibility allowing for them to be bending under a severe impact rather than break. ➤ The back panel and side panels of the cabinet are to be manufactured from 16mm thick Chipboard faced with a minimum of 0.35 Deacon in Vancouver Maple 688 ➤ The exposed edges of the cabinet's side panels are to be covered with a 2mm PVC edging colour to match. ➤ Any panels should be replaceable without having to dismantle or replace the whole cabinet. The panels should not carry any of the weight of the load contained within the cabinet. ➤ The cabinet top should be manufactured from 32mm Chipboard, which is covered on the inside with		

a Spantex laminate balancing foil, the top surface of the cabinets should be finished in 0.6mm Deacon Vancouver Maple 688 the drawer front walls are to be manufactured from 16mm thick Chipboard faced with minimum 0.35mm Vancouver Maple 688

- All cabinets to accommodate a containerised A4 filing system



EXAMPLE OF A TYPICAL SASSA 5 DRAWER

TYPE OF FURNITURE	MINIMUM THRESHOLD FOR LOCAL CONTENT PRODUCTION (%)	QUANTITY
Steel 4 Drawer Filing Cabinet with security bar	90%	20
➤ 630mm W X470mmL x1320mmH (W x Lx H) ➤ High quality mild steel plate 0.6 thick ➤ Electrostatic powder coating epoxy resin finish cream ➤ Hanging rails ➤ Security bar and central locking filing cabinet ➤ 5 year guarantee		
 EXAMPLE OF A TYPICAL SASSA 4 STEEL DRAWER		

TYPE OF FURNITURE	MINIMUM THRESHOLD FOR LOCAL CONTENT PRODUCTION (%)	QUANTITY
General Work Station (Offices) L Shape Desk	90%	28

➤ 1800mm x 650mm and 856mm desk joined with

➤ 800mm x 650mm side

➤ 32mm Vancouver Maple laminate top 0.6mm low glare surface with 3mm PVC edging to match

➤ 110mm Power cut-out and finish on the top on site

➤ 3 x 75mm Steel tube Leg silver Epoxy Powder Coated

➤ Under counter drawer pedestal with top pen and pencil drawer and two deep drawer units

28

856 800 650

1800 650

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

POWER CUT-OUT

POWER REGULATOR

UNDER COUNTER DRAWER PEDISTAL WITH TOP PEN AND PENCIL DRAWER AND TWO DEEP DRAWER UNITS

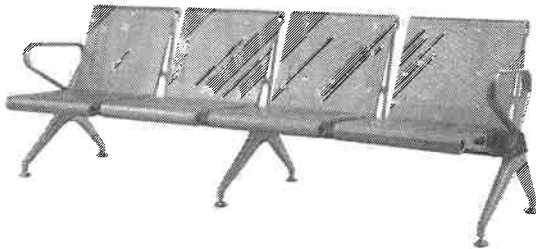
PLAN SCALE 1:25

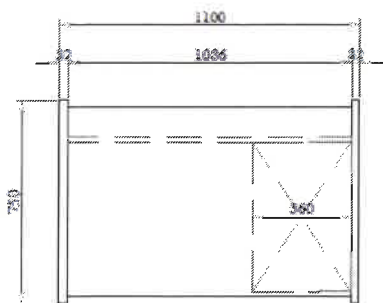
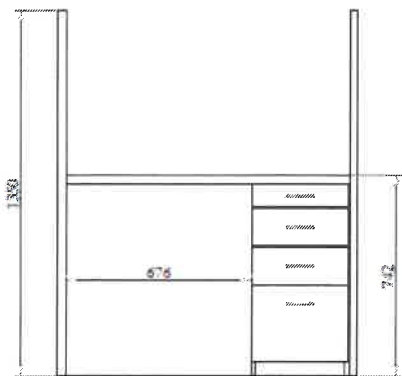
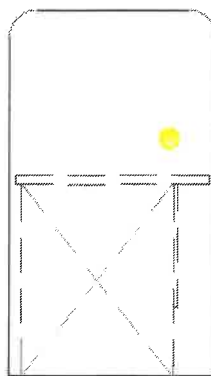
SECRETARY WORKSTATION

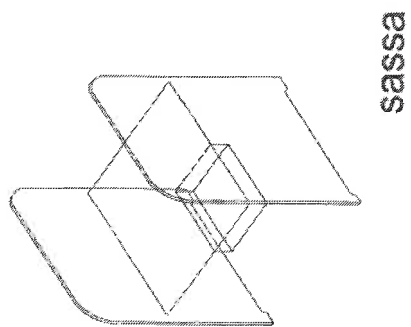
General Work Station (Offices)

South African Secret Security Agency
Head Office
BASSA House - 201 Pretorius Street 5th Floor Sand & Water Ltd
Pretoria - Private Bag 50560 Johannesburg - 2000
Tel: +27 11 400 8000 • Fax: +27 11 400 8007
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SASSA House - 201 Pretorius Street 5th Floor Sand & Water Ltd
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TYPE OF FURNITURE	MINIMUM THRESHOLD FOR LOCAL CONTENT PRODUCTION (%)	QUANTITY
3 Seater Steel silver benches	90%	71
➤ Three sitting silver benches ➤ mid support - 140 kg ➤ 2.0mm Steel Cross Beam, with aluminium powder coating triangular steel tube ➤ Solid legs, with no joins on the legs. ➤ 1800mm(W) 680mmm(D) 800mm(H) ➤ Arms, legs and edges heavy duty 1.2mm steel tubing ➤ Seats 1.3mm cold rolled steel with surface powder coated ➤ chrome plated armrests and legs ➤ black powder coated beam with 1.6 wall thickness ➤ brackets on beam to be welded right through all 4 sides ➤ standard adjustable feet ➤ 3 Year Warranty		
 EXAMPLE OF A TYPICAL SASSA STEEL SILVER BENCH -		

TYPE OF FURNITURE	MINIMUM THRESHOLD FOR LOCAL CONTENT PRODUCTION (%)	QUANTITY
Cubicles	90%	66
➤ 1100mm(W) 750mm(W) 1350mm(H) cubicle joined as per attached drawing ➤ 742mm Floor to underside of top ➤ 1100mm x 750mm x 32mm Worktop surface with a decorative 0.6mm low glare surface laminate in Vancouver Maple 688 ➤ Underside finished with quality 0.33mm balancing backer ➤ 32mm x 1350mm side thick ➤ 110mm Power cut-out and plastic finish on the top on site ➤ Lockable under counter drawers ➤ 3 Year Warranty		
Top Plan  Front Elevation  Right Elevation 		



EXAMPLE OF A TYPICAL SASSA CUBICLE

TYPE OF FURNITURE	MINIMUM THRESHOLD FOR LOCAL CONTENT PRODUCTION (%)	QUANTITY
Meeting Room Table -1200mm Diameter	90%	5
➤ Work surface to be manufactured from 22mm thick high density particle board complying with SASBS Standards. Boards to be finished with a 0.6mm low glare continuous decorative laminate in Vancouver Maple 688. Underside finished with quality 0.3mm balancing backer, not paper. Grain of work surface: see attached drawing ➤ Work surface edging – laminated work surface to have a 3 mm thick extruded PVC or ABS ending with all corners profiled, resulting in nil sharp edges. Edging should match the top and be of such a nature as not to wear or wipe off. All edging to be applied using high-grade hot-melt adhesive. ➤ Fixing plates and brackets of 3mm thick hot rolled sheet steel chemically cleaned, rust treated and epoxy powder coated to BS DIN or SABS standards to be used for joining work surfaces – components are to be securely attached by means of 8mm button head machine screw turned into steel sockets of +_20mm, which are prepositioned into the work surface. ➤ Legs to be approximately 75mm diameter steel tube with a minimum wall thickness of 1.6mm. Legs to be fitted with an adjuster that can cope with uneven floor surfaces and have the capability to vary the work surface height between 690mm and 750mm. Legs to be chemically cleaned, rust treated and epoxy powder coated to BS DIN or SABS standards. Color to be silver		



EXAMPLE OF A TYPICAL SASSA ROUND TABLE

TYPE OF FURNITURE	MINIMUM THRESHOLD FOR LOCAL CONTENT PRODUCTION (%)	QUANTITY
Waste Bin	100%	73
Silver Epoxy powder coated waste Paper Bin for Offices made out of Mild steel C.R steel sheet of 0.6mm thick gauge 240mm Diameter, with Lip curled inwards curl size 6.5mm +_1mm		
 EXAMPLE OF A TYPICAL SASSA WASTE BIN REQUIRED		

TYPE OF FURNITURE	MINIMUM THRESHOLD FOR LOCAL CONTENT PRODUCTION (%)	QUANTITY
Letter Trays	100%	22
2 tier Silver powder coated Tray made of mild steel C.R. sheet, 1.2mm thick gauge, 360mm length X265mm Width X50mm Height and 4 plastic or rubber feet		
EXAMPLE OF A TYPICAL SASSA LETTER TRAY REQUIRED		

TYPE OF FURNITURE	MINIMUM THRESHOLD FOR LOCAL CONTENT PRODUCTION (%)	QUANTITY
Steel Shelving Rack	100%	16

- Long-span shelving racking measuring; 2420mm wide x 470mm deep x 2100mm high w
- Each bay to have; 4 levels adjustable storage levels
- Each bay to have adjustable shelf level of steel decked.



EXAMPLE OF A TYPICAL STEEL SHELVING RACK WITH BOXES



EXAMPLE OF A TYPICAL STEEL SHELVING RACK EMPTY

SUMMARY PRICING SCHEDULE

SUMMARY PRICING SCHEDULE	
OFFICES	AMOUNT
1. DEBTORS – SCHEDULE 1	R
2. KWAMASHU LO – SCHEDULE 2	R
3. DURBAN DO – SCHEDULE 3	R
4. VERULAM LO – SCHEDULE 4	R
5. MIDLANDS DO – SCHEDULE 5	R
6. EZAKHENI LO – SCHEDULE 6	R
7. ULUNDI DO – SCHEDULE 7	R
8. PIETERMARITZBURG DO – SCHEDULE 8	R
9. REGIONAL OFFICE – SCHEDULE 9	R
SUB TOTAL	R
VAT	R
GRAND TOTAL	R

PRICING SCHEDULE 1

DEBTORS FURNITURE			
TYPE OF FURNITURE	ITEMS	RATE	AMOUNT
Canteen Furniture Short Table	2		
Canteen Furniture Short Chair	8		
Office Chairs High Back	27		
Office Chairs Visitors	6		
Filing Cabinet 3 Drawer	2		
Filing Cabinet 5 Drawer	2		
Steel Filing Cabinet 4 Drawer with lock bar	2		
General Work Station (Offices)	7		
Meeting room Table	1		
Cubicles	20		
Letter Trays	7		
Waste Bin	17		
SUB TOTAL			
VAT			
GRAND TOTAL			

PRICING SCHEDULE 2

KWAMASHU LOCAL OFFICE FURNITURE			
TYPE OF FURNITURE	ITEMS	RATE	AMOUNT
Canteen Furniture Short Table	1		
Canteen Furniture Short Chair	8		
Office Chairs High Back	26		
Office Chairs Visitors	26		
Filing Cabinet 3 Drawer	2		
Filing Cabinet 5 Drawer	2		
Steel Filing Cabinet 4 Drawer with lock bar	3		
General Work Station (Offices)	5		
Meeting room Table	1		
Cubicles	20		
Silver Benches	20		
Letter Trays	5		
Waste Bin	26		
SUB TOTAL			
VAT			
GRAND TOTAL			

PRICING SCHEDULE 3

DURBAN DISTRICT OFFICE			
TYPE OF FURNITURE	ITEMS	RATE	AMOUNT
Canteen Furniture Short Chair	1		
4 – Bay Shelving Rack	4		
Office Chairs High Back	18		
Filing Cabinet 3 Drawer	2		
Steel Filing Cabinet 4 Drawer with lock bar	1		
Meeting room Table	1		
Cubicles	1		
SUB TOTAL			
VAT			
GRAND TOTAL			

PRICING SCHEDULE 4

VERULAM LOCAL OFFICE FURNITURE			
TYPE OF FURNITURE	ITEMS	RATE	AMOUNT
Canteen Furniture Short Table	1		
Canteen Furniture Short Chair	8		
Office Chairs High Back	18		
Office Chairs Visitors	18		
Filing Cabinet 3 Drawer	2		
Filing Cabinet 5 Drawer	2		
General Work Station (Offices)	5		
Meeting room Table	1		
Cubicles	15		
Silver Benches	20		
Letter Trays	5		
Waste Bin	15		
SUB TOTAL			
VAT			
GRAND TOTAL			

PRICING SCHEDULE 5

MIDLANDS DISTRICT OFFICE FURNITURE			
TYPE OF FURNITURE	ITEMS	RATE	AMOUNT
4 –Bay Shelving Rack	4		
Office Chairs High Back	34		
Filing Cabinet 3 Drawer	2		
Steel Filing Cabinet 4 Drawer with lock bar	3		
General Work Station (Offices)	2		
SUB TOTAL			
VAT			
GRAND TOTAL			

PRICING SCHEDULE 6

EZAKHENI LOCAL OFFICE FURNITURE			
TYPE OF FURNITURE	ITEMS	RATE	AMOUNT
Canteen Furniture Short Table	1		
Canteen Furniture Short Chair	4		
Office Chairs High Back	15		
Office Chairs Visitors	17		
Filing Cabinet 3 Drawer	1		
Filing Cabinet 5 Drawer	1		
Steel Filing Cabinet 4 Drawer with lock bar	2		
General Work Station (Offices)	5		
6 Seater Meeting Room Table for room size 2 6.83m X 4.3m	1		
Cubicles	10		
Silver Benches	15		
Letter Trays	5		
Waste Bin	15		
SUB TOTAL			
VAT			
GRAND TOTAL			

PRICING SCHEDULE 7

ULUNDI DISTRICT OFFICE FURNITURE			
TYPE OF FURNITURE	ITEMS	RATE	AMOUNT
4 Bay Shelving Rack	4		
Office Chairs High Back	27		
Filing Cabinet 3 Drawer	3		
Steel Filing Cabinet 4 Drawer with lock bar	5		
General Work Station (Offices)	1		
Silver Benches	4		
SUB TOTAL			
VAT			
GRAND TOTAL			

PRICING SCHEDULE 8

PIETERMARITZBURG DISTRICT OFFICE FURNITURE			
TYPE OF FURNITURE	ITEMS	RATE	AMOUNT
4 Bay Shelving Rack	4		
Canteen Furniture Short Table	1		
Canteen Furniture Short Chair	4		
Office Chairs High Back	38		
Steel Filing Cabinet 4 Drawer with lock bar	4		
General Work Station (Offices)	3		
Silver Benches	12		
SUB TOTAL			
VAT			
GRAND TOTAL			

PRICING SCHEDULE 9

REGIONAL OFFICE FURNITURE			
TYPE OF FURNITURE	ITEMS	RATE	AMOUNT
Office Chairs High Back	10		
Lumbar Special Needs Chair	18		
SUB TOTAL			
VAT			
GRAND TOTAL			

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

1. Definitions
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
16. Payment
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
26. Termination for insolvency
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)
34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

**24. Anti-dumping
and countervailing
duties and rights**

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

may be due to him

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

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

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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

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

Js General Conditions of Contract (revised July 2010)