



**SUPPLY, DELIVERY AND ASSEMBLY
OF OFFICE FURNITURE FOR NAVAL
BASE DURBAN**

SPSC-B-028-2024

BID VALIDITY PERIOD: 90 DAYS

**CLOSING DATE OF BID:
20 FEBRUARY 2025**

**CLOSING TIME OF BID:
11H00**

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BID: GENERAL INFORMATION

CONTACT INFORMATION

Technical:	Staff Sergeant N.N. Jantjies spsctechnical@dod.mil.za 021 787 5144
Administrative:	Chief Petty Officer I.A. van der Westhuizen spdcbidinvitation@dod.mil.za 021 787 5207

BID SUBMISSIONS

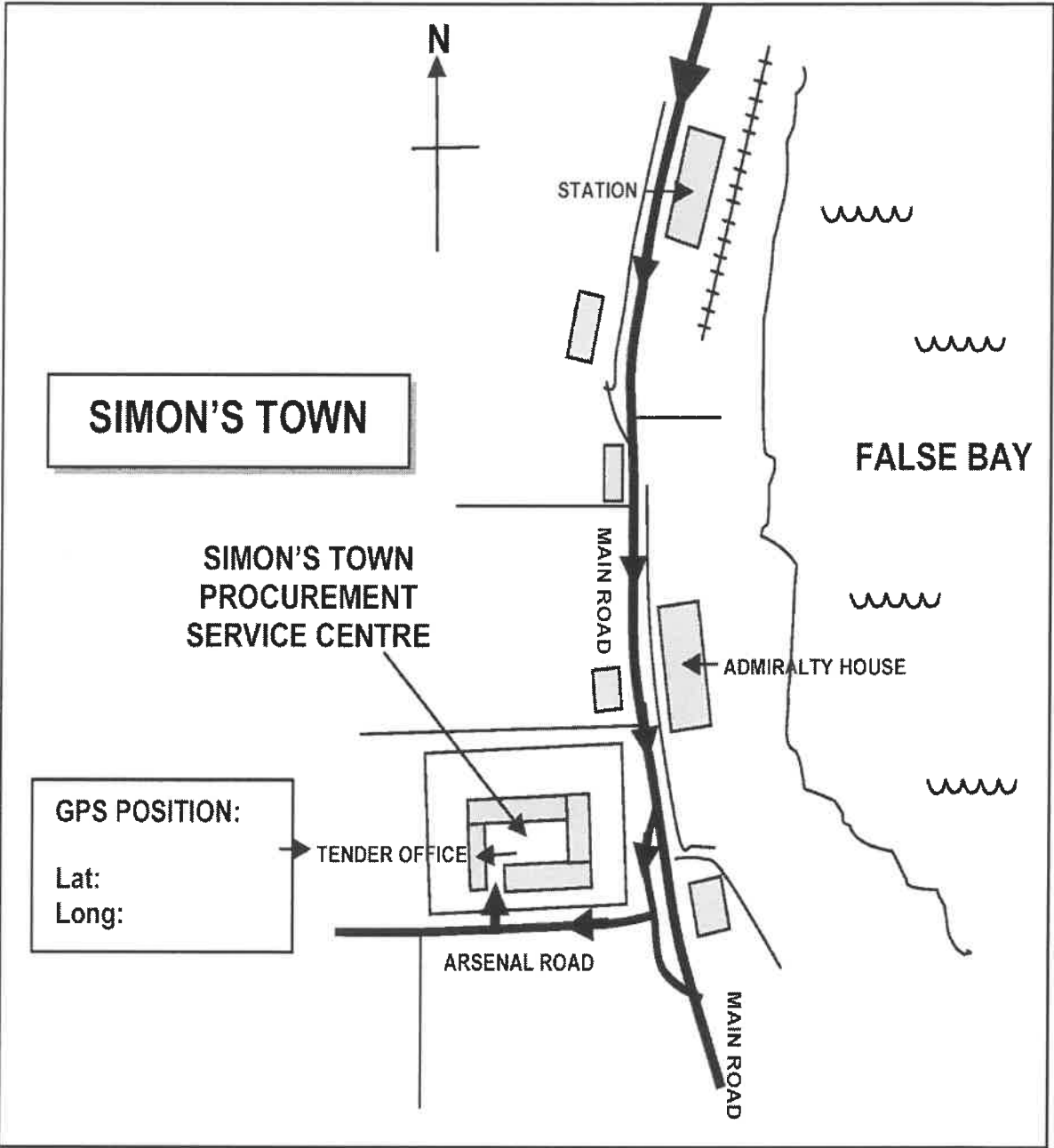
Closing Period of Bid:	Minimum 21 Days
Validity of Bid:	90 Calendar Days

ADDRESS FOR DEPOSITING OF BID DOCUMENTS

Simon's Town Procurement Service Centre
No. 2 Arsenal Road
Simon's Town
7995

GPS CO-ORDINATES TO SPSC BID BOX:

S 34° 11. 530'
E 18° 25. 591'





SECTION A
APPENDIX A

BID EVALUATION PROCESS

BID EVALUATION PROCESS

BID EVALUATION INSTRUCTIONS

1. All entries are to be completed in **non-erasable ink** of your choice, preferably **Blue** or **Black**. Amendments, scratching out, use of Tippex and omission to any documents will invalidate the bid.
2. Except where otherwise indicated, all questions must be completed.
3. No bids received by telegram, telex, email, facsimile or similar medium will be considered. The original bid must be deposited at the entrance of SPSC (green box) or handed in at Bid Receipt Section at SPSC, 02 Arsenal Road, Simon's Town.
4. The bidder is responsible for all the costs that shall be incurred related to the preparation and submission of the bid documents.
5. All information regarding the evaluation process must be treated as **CONFIDENTIAL**.
6. The bid must be submitted in the **Two (02) Envelope System**. Bidders are required to submit two (02) separate, properly sealed envelopes, both clearly marked with the Company Name, Bid Number and Closing Date.
 - a. **Envelope 1: SBD3 / Pricing Schedule** (it should contain SBD3 / Pricing Schedule **ONLY**)
 - b. **Envelope 2: SBD documents** Specification / Scope of work and all other required documents.

NOTE THAT IF THE ABOVE DOCUMENTS ARE SUBMITTED IN ONE ENVELOPE AND NOT IN TWO ENVELOPES AS INDICATED ABOVE THIS OFFER WILL BE INVALIDATED.

7. The bids will be evaluated according to the following criteria:
 - a. Mandatory Criteria and Administration Criteria (Phase 1, Stage 1).
 - b. Technical Evaluation (Phase 1, Stage 2) scope of work.
 - c. Functionality Scoring (Phase 2).
 - d. Price (Phase 3).
 - e. Specific Goal Points (Phase 4).
8. Suppliers must be registered for the commodity / service required in this bid.
9. This requirement will be evaluated using the 80 / 20 principle.
10. No late bids will be accepted after the closing date and time.

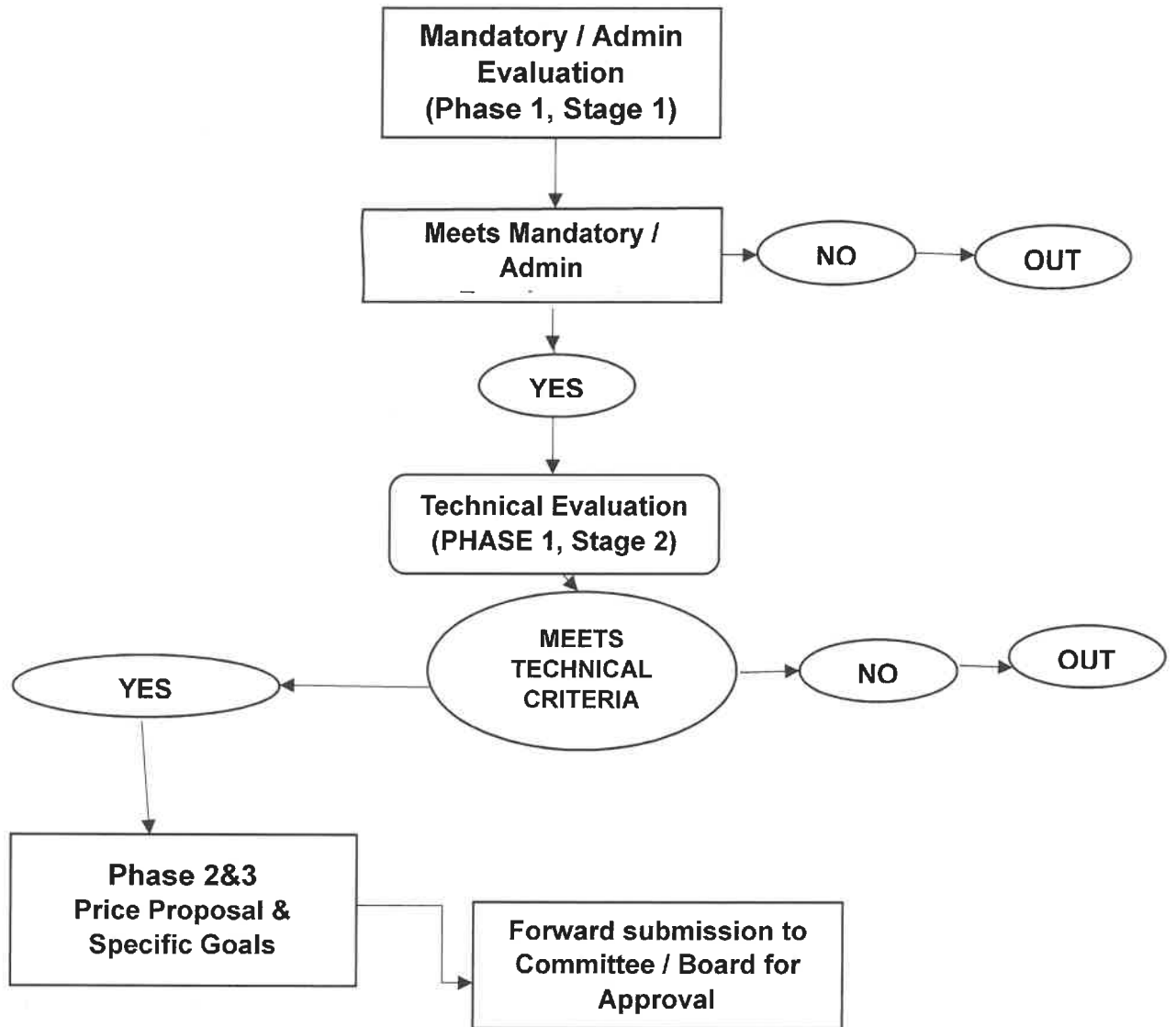
APPENDIX A

11. Simon's Town Procurement Service Centre reserves the right to award this requirement as a case or per individual line.
12. The Department of Defence reserves the right to request any information that will not interfere with the bid competitiveness.
13. Bidders should confirm via email if they will be attending the compulsory briefing session (spdcbidinvitation@dod.mil.za) for planning purposes only. No penalties for non-confirmation via email.

COMPLIANCE TO SPECIFICATION

14. Items must comply with the specification as detailed in the bid document.
15. The Department of Defence reserves the right to award a product with a Specification Deviation.

EVALUATION PROCESS





SECTION A
APPENDIX B

EVALUATION CRITERIA

EVALUATION CRITERIA

Bidders will be evaluated as follows:

1. **Phase 1 Stage 1:** Compliance to the Mandatory and Administration Evaluation Criteria, bidders that do not fully comply with the evaluation criteria will be eliminated / excluded and **will not proceed to Phase 1 Stage 2.**

S/No	Criteria
	A
	Phase 1, Stage 1
	Phase 1, Stage 1, Mandatory Evaluation Criteria
1.	SBD 3 Pricing Schedule: All fields on this document must be fully completed. Attention must be given to page 1, Bidder's Information. Total Unit Cost, Total Cost and Specific Goals Level must be completed. The bid must be submitted in the Two (02) Envelope System as follows: a. Envelope 1: SBD 3 / Pricing Schedule (it should contain SBD 3 / Pricing Schedule ONLY). b. Envelope 2: SBD documents Specification / Scope of Work and all other required documents ONLY. NOTE THAT IF THE ABOVE DOCUMENTS ARE SUBMITTED IN ONE ENVELOPE AND NOT IN TWO ENVELOPES AS INDICATED ABOVE, THIS OFFER WILL BE INVALIDATED. Failure to submit these documents as indicated above by the closing date and time will invalidate this offer. Appendix A
2.	SBD 4 Bidders Disclosure: Document to be fully completed. Failure to submit the document as indicated by the closing date and time will invalidate the bid. Appendix B
3.	SBD 6.1 Preference Points Claim Form: Document to be fully completed. Failure to submit the document as indicated by the closing date and time will forfeit your Specific Goals points. Appendix C
	B
	Phase 1, Stage 1
	Phase 1, Stage 1, Administration Evaluation Criteria
4.	SBD 1 / Invitation to Bid: Document to be fully completed. Failure to submit the document as indicated by the closing date and time may invalidate the bid. Appendix D

APPENDIX B

B	
Phase 1, Stage 1	
Phase 1, Stage 1, Administration Evaluation Criteria	
5.	<u>Central Suppliers Database (CSD) Full Registration / Summary Report:</u> The CSDD Registration / Summary Report must be submitted. The supplier should be: i. Tax Compliant on the day of the award. If not, a grace period of seven (07) days will be given to update this status. ii. Successfully verified banking details. iii. Physical Address type. iv. Supplier should be registered for the commodity / service required for the bid. Failure to submit a CSD Registration / Summary Report as indicated above by the closing date and time may invalidate this offer. Appendix E
6.	<u>SPSC Indemnity Agreement Form:</u> Document to be fully completed. Failure to submit the document as indicated by the closing date and time may invalidate the bid. Appendix F
7.	<u>Certificate of Compliance by Sub-Contractor:</u> A Certificate of Compliance signed by the bidder and all sub-contractor/s (in the event of sub-contracting) to be fully completed. Failure to submit the document as indicated by the closing date and time may invalidate the bid. Appendix G
8.	<u>Written Agreement wrt Occupational Health and Safety Agreement (OHASA):</u> The OHASA agreement, signed amongst the DOD, bidder and sub-contractor/s (in the event of sub-contracting) to be fully completed. Failure to submit the document as indicated by the closing date and time may invalidate the bid. Appendix H
9.	<u>SPSC Group Questionnaire:</u> Document to be fully completed. Failure to submit the document as indicated by the closing date and time may invalidate the bid. Appendix I
10.	<u>Defence Intelligence Questionnaire (D.I.):</u> The D.I. Vetting form to be completed in full. Failure to submit the D.I. Vetting form and required documentation, as indicated, by the closing date and time may invalidate the bid. N.B. The short listed companies will be requested to submit police clearance for all members entering SANDF property. Appendix J

MANDATORY TECHNICAL EVALUATION

2. **Phase 1 Stage 2:** Bidders must comply with the Statement of Work. Bidders who do not will be invalidated / excluded and will not proceed to Phase 2.

APPENDIX B

S/No	Criteria
	A
	Phase 1, Stage 2
	Phase 1, Stage 2, Mandatory Technical Evaluation
1.	SPECIFICATION / STATEMENT OF WORK: The bidder's compliance must be indicated with the word comply / do not comply, agree / do not agree, yes / no, or any other form of acceptance or non-acceptance on the Specification / Scope of Work, each paragraph and sub-paragraph must be acknowledged. No abbreviations will be accepted, for example, "c / nc for comply / not comply" or "y / n for yes / no" etc. A separate attached signed letterhead shall be used if space provided is inadequate for listing the deviations. It shall clearly list the relevant paragraphs and, in detail, the deviations from that stated / specified. The Statement of Work shall not be used for any purpose other than tendering or manufacturing. No alterations shall be allowed without the consent of the South African Navy and Simon's Town Procurement Service Centre. Failure to comply will invalidate the bid. Appendix K

3. **Phase 2:** Only bidders who qualified on Phase 1 (Mandatory & Administration Evaluation) will be evaluated on Phase 2 & 3 (Price and Specific Goals).

Phase 2	Price. (Will be according to specific requirements)	80/20
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4. **Phase 3:** Preferential points (As per Preferential Procurement Regulations 2022).
5. In terms of Regulation 4(2); 5(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purpose of this tender, the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof / documentation stated in the conditions of this tender.
6. Table 1: Specific goals for the tender and points claimed are indicated as per the table below.
7. **(Note to organs of state):** Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.
8. **(Note to tenderers):** The tenderer must indicate how they claim points for each preference point system.

TABLE 1: THE TENDERER IS TO PICK ONLY ONE SPECIFIC GOAL

	The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points allocated (90/10 system) (To be completed by the tenderer)	Number of points allocated (80/20 system) (To be completed by the tenderer)
LEVEL 1	51% owned by Black Women Military veterans Or 51% owned by Black Youth Or 51% owned by Black people with disability	10	20		
LEVEL 2	51% owned by Black Male Military veterans Or 51% owned by Black people with disability Or 51% owned by Black Women EME's	8	18		
LEVEL 3	51% owned by Women Military veterans Or 51% owned by Black Male EME's Or 51% owned by Black Women QSE's	6	16		

LEVEL 4	51% owned by Male Military veterans Or 51% owned by Youth Or 51% owned by any other EME's Or 51% owned by Black Male QSE's Or 51% owned by Women QSE's	4	14		
LEVEL 5	51% owned by any other QSE's	2	12		
LEVEL 6	NOT APPLICABLE				
LEVEL 7	NOT APPLICABLE				
LEVEL 6	NON-COMPLIANT	0	0		

NOTE: Bidders to take note that Specific Goal Points claimed will be verified on the CSD Registration Report.

9. Failure on the part of the tenderer to submit proof or documentation required in terms of this tender to claim points for Specific Goals with the tender, will be interpreted to mean that the preference points for Specific Goals are not claimed.

10. The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

Calculation of the total points scored for Price and Specific Goals

11. The points scored for Price must be added to the points scored for Specific Goals to obtain the bidder's total points scored out of 100.



SECTION B

**MANDATORY EVALUATION
CRITERIA**

AND

**ADMINISTRATION EVALUATION
CRITERIA**



SBD 3: PRICING SCHEDULE

SBD 3: Pricing Schedule: All fields on this document must be fully completed. Attention must be given to page 1, Bidders to complete the address block or make use of a Company Stamp, Total Unit Cost and Total Cost must be completed. The bid must be submitted in the Two (2) Separate Envelope system as follows:

Envelope 1: Pricing Schedule & Cost Breakdown (**Only Pricing Schedule**)

Envelope 2: SBD documents, Statement of work and all other required documents.

NOTE: DOCUMENTS SUBMITTED IN ONE (1) ENVELOPE AND NOT IN TWO (2) SEPARATE ENVELOPES AS INDICATED ABOVE, WILL BE INVALIDATED

Failure to submit this document as indicated by the closing date and time will invalidate this offer. Appendix A

Request for Bid : SPSC-B-028-2024

Author: N Booyes
Date: 01/24/2025 08:44:00

PRICING SCHEDULE

Bid No.	SPSC-B-028-2024	Document Type	Request for Bid Open
Document No:	0000558918	Company Name:	
Description:	SUPPLY, DELIVERY AND ASSEMBLY OF OFFICE FURNITURE FOR NAVAL BASE DURBAN	Attention:	
Currency:	ZAR	Tel No:	
Closing Date:	2025/02/20 11:00:00	Fax No:	
Status:	Created	Cell No:	
Validity Days:	90 days	Email:	

Please Complete

No.	Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
1	18-197-9487	VENEER L-SHAPED DESK, MAHOGANY, FIXED PEDESTAL, 3 x DRAWERS, 1 x FILING CABINET, 2000L (LHS) (S1042)	NAVAL BASE DURBAN	Durban	Each	
	Line Comment		Lead Time	Quantity Required	Quantity Available	
	ATTACHMENT NO. 1		N/A	1	N/A	
	Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs					
	Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs					

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
18-198-1030	RECEPTION L-SHAPED DESK, MELAMINE, EXTENSION AND PEDESTAL, 3 x DRAWERS, 2400 x 1800L (RHS) (RC8640)	NAVAL BASE DURBAN	Durban	Each	
	Line Comment	Lead Time	Quantity Required	Quantity Available	
ATTACHMENT NO. 2		N/A	2	N/A	
	Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs				
	Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs				

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
18-198-1032	veneer DESK, WALNUT, ROLLER DOOR CREDENZA, 1800 x 2000 (S1003)	NAVAL BASE DURBAN	Durban	Each	
	Line Comment	Lead Time	Quantity Required	Quantity Available	
ATTACHMENT NO. 3		N/A	1	N/A	
	Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs				
	Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs				

3

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
18-198-1033	L-SHAPED DESK, MELAMINE, PEDESTAL DRAWERS WITH WHITE FRONTS, SLIDING DOOR CREDENZA, 1800 x 1900 (RS1156)	NAVAL BASE DURBAN	Durban	Each	
	Line Comment	Lead Time	Quantity Required	Quantity Available	
ATTACHMENT NO. 4		N/A	10	N/A	
	Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs				
	Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs				

4

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
18-198-1034	L-COMBINATION DESK, VENEER, ROLLER DOOR CREDENZA, DESK HEIGHT PEDESTAL, 2000 x 2100 (RS2912)	NAVAL BASE DURBAN	Durban	Each	
	Line Comment	Lead Time	Quantity Required	Quantity Available	
ATTACHMENT NO. 5		N/A	20	N/A	
	Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs				
	Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs				

5

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
18-195-8999	DESK SHELL, BURGAIN MELAMINE, 1600 x 1800 (RS1471), 1200 x 600 ROLLER DOOR CREDENZA, 3 FIXED DOOR PEDESTAL (5 LHS, 5 RHS), STEEL LEGS	NAVAL BASE DURBAN	Durban	Each	
ATTACHMENT NO. 6					
Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs		Lead Time	Quantity Required	Quantity Available	
Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs		N/A	10	N/A	

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
18-197-9488	2-WAY CLUSTER, FIXED PEDESTAL, CPU UNIT WITH STEEL LEGS ON ONE (01) SIDE IN AFRICAN WENGE, 1700 x 800 (RS1495), BLUE SCREENS	NAVAL BASE DURBAN	Durban	Each	
ATTACHMENT NO. 7					
Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs		Lead Time	Quantity Required	Quantity Available	
Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs		N/A	10	N/A	

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
18-198-1036	WASHINGTON BOARDROOM TABLE, 3600 x 1400, 50mm TOP THICKNESS, LEATHER INLAY	NAVAL BASE DURBAN	Durban	Each	
ATTACHMENT NO. 8					
Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs		Lead Time	Quantity Required	Quantity Available	
Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs		N/A	1	N/A	

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
18-198-1035	MONARCO BOARDROOM TABLE, 1600 x 1200, LEATHER INLAY	NAVAL BASE DURBAN	Durban	Each	
ATTACHMENT NO. 9					
Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs		Lead Time	Quantity Required	Quantity Available	
Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs		N/A	9	N/A	

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
18-185-8790	CHAIR, HIGH BACK, JUDGES, BLACK	NAVAL BASE DURBAN	Durban	Each	
	Line Comment	Lead Time	Quantity Required	Quantity Available	
ATTACHMENT NO. 10		N/A	1	N/A	
	Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs				
	Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs				

10

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
18-192-7867	CHAIR, VISITOR'S, BLACK	NAVAL BASE DURBAN	Durban	Each	
	Line Comment	Lead Time	Quantity Required	Quantity Available	
ATTACHMENT NO. 11		N/A	2	N/A	
	Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs				
	Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs				

11

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
18-016-5546	CHAIR, OAK, HIGH BACK, TILT, GAS ADJUSTABLE	NAVAL BASE DURBAN	Durban	Each	
	Line Comment	Lead Time	Quantity Required	Quantity Available	
		N/A	40	N/A	
	Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs				
	Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs				

12

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
18-185-8704	CHAIR, BLACK, HIGH BACK, GAS ADJUSTABLE	NAVAL BASE DURBAN	Durban	Each	
	Line Comment	Lead Time	Quantity Required	Quantity Available	
ATTACHMENT NO. 13		N/A	1	N/A	
	Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs				
	Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs				

13

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
18-185-8704	CHAIR, BLACK, HIGH BACK, GAS ADJUSTABLE	NAVAL BASE DURBAN	Durban	Each	
	Line Comment	Lead Time	Quantity Required	Quantity Available	
ATTACHMENT NO. 14		N/A	1	N/A	
	Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs				
	Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs				

14

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
18-026-4584	CHAIR, OAK, VISITOR'S, ARM	NAVAL BASE DURBAN	Durban	Each	
	Line Comment	Lead Time	Quantity Required	Quantity Available	
ATTACHMENT NO. 14		N/A	40	N/A	
Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs *					
Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs *					

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
18-096-0343	STACK CHAIR, CONFERENCE	NAVAL BASE DURBAN	Durban	Each	
	Line Comment	Lead Time	Quantity Required	Quantity Available	
ATTACHMENT NO. 15		N/A	40	N/A	
Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs *					
Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs *					

Indicate Lead Time for all Items (Days)

The following conditions are hereby accepted:
"Standard Terms and Conditions" or "General Conditions of Contract" Available on Websites () or attached.
The awarding of the price quotation as determined by (Department of Defense).

The following is hereby certified:

This offer is correct and any mistakes will be at my risk.

I accept responsibility for the execution of all obligations entrusted upon me.

I did not participate in any collusive practices with any other supplier or any other person regarding

this price quotation or any other price quotation.

I am duly authorized to sign the price quotation.

The offer is inclusive of value Added Tax

Please Complete

* Name: _____ *Capacity: _____

* Signature: _____ * Date: _____

Total Price
↓

Price Firm Y/N		* Grand Total Including Vat:
Do You Accept Government Orders Y/N		
Comply with Specification Y/N		
Grant & Mustel		
Delivery Period Firm Y/N		
% Not Deviations		

Questionnaires

Questionnaires / Evaluation Criteria

THE 80/30 QUESTIONNAIRE EVALUATION TEMPLATE V2

Questions

Level 1: 51% owned by Black Women Military veterans / 51% owned by Black youth / 51% owned by Black people with disability

Level 2: 51% owned by Black Male Military veterans / 51% owned by people with disability / 51% owned by Black Women EMEs

Level 3: 51% owned by Women Military veterans / 51% owned by Black Male EMEs / 51% owned by Black Women QSEs/51% owned by Women EMEs

Options	
LEVEL1	☐
LEVEL2	☐
LEVEL3	☐
LEVEL4	☐
LEVEL5	☐
LEVEL6	☐

Please Complete Sub b.1

~~Level 4: 51% owned by Male Military veterans / 51% owned by youth / 51% owned by any other EMEs/ 51% owned by Black Male QSEs / 51% owned by Women QSEs~~

~~Level 5: 51% owned by any other QSEs~~

LEVEL 7

LEVEL 8

NOT-COMPLIANT

Attachment Description

Attachment File Name



SBD 4: BIDDER'S DISCLOSURE

SBD 4: Bidder's Disclosure: This document to be fully completed. Failure to submit this document as indicated by the closing date and time **will invalidate this offer.**

Appendix B

**Failure to submit this document as indicated by
the closing date and time will invalidate this
offer. Appendix B**

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest ¹ in the enterprise, employed by the state?

YES / NO

- 2.1.1 If so furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor / directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State Institution

- 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:

.....

.....

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

- 2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES / NO

- 2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium ² 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.

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.

- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of 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



SBD 6.1: PREFERENCE POINTS CLAIM FORM

SBD 6.1: Preference Points Claim Form: This document must be fully completed. Failure to submit this document as indicated by the closing date and time **will forfeit your Specific Goals points.**

Appendix C

**Failure to complete the document as indicated
by the closing date and time will forfeit your
Specific Goals points. Appendix C**

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

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

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

1. GENERAL CONDITIONS

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

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

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

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. **FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT**

3.2.1. **POINTS AWARDED FOR PRICE**

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

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

Where

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

4. **POINTS AWARDED FOR SPECIFIC GOALS**

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

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

THE TENDERER IS TO PICK ONLY ONE SPECIFIC GOAL

Status Level	The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Level 1	51% owned by Black Women Military veterans or 51% owned by Black Youth or 51% owned by Black people with disability	10	20		
Level 2	51% owned by Black Male Military veterans or 51% owned by people with disability or 51% owned by Black Women EME's	8	18		

Level 3	51% owned by Women Military veterans or 51% owned by Black Male EMEs or 51% owned by Women EMEs or 51% owned by Black Women QSEs	6	16		
Level 4	51% owned by Male Military veterans or 51% owned by Youth or 51% owned by any other EMEs or 51% owned by Black Male QSEs or 51% owned by Women QSEs	4	14		
Level 5	51% owned by any other QSEs	2	12		
Level 6	Not Applicable				
Level 7	Not Applicable				
Level 8	Non-compliant	0	0		

NOTE: Bidders are to submit Sworn Affidavit to substantiate the preference points claimed. Sworn Affidavit must be signed by legally recognized Commissioner of Oath.

DECLARATION WITH REGARD TO COMPANY/FIRM

- 4.3. Name of company/firm.....
- 4.4. Company registration number:
- 4.5. TYPE OF COMPANY/ FIRM
- ☐ Partnership/Joint Venture / Consortium
 - ☐ One-person business/sole propriety
 - ☐ Close corporation
 - ☐ Public Company
 - ☐ Personal Liability Company
 - ☐ (Pty) Limited
 - ☐ Non-Profit Company
 - ☐ State Owned Company
- [TICK APPLICABLE BOX]
- 4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:
- i) The information furnished is true and correct;
 - ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
 - iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
 - iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

NOTE: The Department of Defence reserves the right to verify the truthfulness of the claims (par 4.6 iii).

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....



CENTRAL SUPPLIERS DATABASE (CSD) FULL REGISTRATION / SUMMARY REPORT

Central Suppliers Database (CSD) Full Registration / Summary Report: The CSD Full Registration Report should be submitted. The supplier should be:

- i. Tax Compliant on day of award. If not compliant, a grace period of 7 days will be given to update this status.
- ii. Successfully verified bank details.
- iii. Physical Address Type.
- iv. Suppliers should be registered for the commodity/service required for this bid.

Failure to submit this document as indicated by the closing date and time **may invalidate this offer.**

Appendix D

**Failure to submit the CSD Full Registration
Report by the closing date and time may
invalidate this offer. Appendix D**



SBD 1: INVITATION TO BID

SBD 1: Invitation to Bid: This document to be fully completed. Failure to submit this document as indicated by the closing date and time **may invalidate this offer.**

Appendix E

**Failure to submit this document as indicated by
the closing date and time may invalidate this
offer. Appendix E**

APPENDIX E

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	SPSC-B-028-2024	CLOSING DATE:	20/02/2025	CLOSING TIME:	11H00
DESCRIPTION	SUPPLY, DELIVERY AND ASSEMBLY OF OFFICE FURNITURE FOR NAVAL BASE DURBAN				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
DOCUMENTS TO BE DEPOSITED AT THE ENTRANCE (GREEN BOX) SIMON'S TOWN PROCUREMENT SERVICE CENTRE, NO: 2 ARSENAL ROAD, SIMON'S TOWN OR HANDED IN AT THE BID RECEPTION SECTION, NO: 2 ARSENAL ROAD, SIMON'S TOWN (DIRECTIONS TO THE ABOVE ADDRESS AVAILABE WITH THE BID DOCUMENTS)					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	CHIEF PETTY OFFICER I.A. VAN DER WESTHUIZEN		CONTACT PERSON	SSGT N.N. JANTJIES	
TELEPHONE NUMBER	021 787 5207		TELEPHONE NUMBER	021 787 5144	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	spdcbidinvitation@dod.mil.za		E-MAIL ADDRESS	spsctechnical@dod.mil.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			☐ YES ☐ NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			☐ YES ☐ NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			☐ YES ☐ NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			☐ YES ☐ NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			☐ YES ☐ NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g. company resolution)

.....

DATE:

.....



SPSC INDEMNITY AGREEMENT FORM

SPSC Indemnity Agreement Form: This document to be fully completed. Failure to submit this document as indicated by the closing date and time **may invalidate this offer.**

Appendix F

Failure to submit this document as indicated by the closing date and time may invalidate this offer. Appendix F

logistics division

Department:
Defence
REPUBLIC OF SOUTH AFRICA

RELEASE OF INDEMNITY AGREEMENT FROM BIDDER:

IN RESPECT OF SPSC / B / 028 / 2024

INDEMNITY

1. I agree that the Department of Defence, it's agents. Officers, employees, volunteers and representatives (hereafter referred to as "DOD") are indemnified from any claim that may arise from a third party and all costs or legal expenses in this regard, to such a claim for loss or damage resulting from the death, illness, injuries or disability of any such person(s), or the damage to the property of mine or any other person(s) that may result from or be related to the execution of this contract.

2. The DOD and its employees will not be held responsible for any claim or injury to my personnel or the personnel of my sub-contractors, if and when applicable, whilst on DOD property or in the execution of their tasks on DOD property.

DAMAGE COMPENSATION

3. I will be held liable for any damage or theft that may be caused, to the premises or content by me or my employees or be due to our neglect whether in the normal execution of our duties or otherwise and a claim for indemnification can accordingly be imposed by the DOD against me.

4. In the case of damages to premises or content resulting from the work done, I undertake to rectify the damage immediately to the satisfaction of the DOD. If I fail to act immediately after notification, the DOD will rectify the damage at will and the cost thereof will be recovered from any monies outstanding to me.

WAIVER

5. No waiver of any of the terms and conditions of the contract will be binding or effectual for any purpose unless expressed in writing and signed by the parties thereto, and any waiver will be effective only in specific instances and for the purpose given. No failure or delay on the part of either party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of right, power or privilege.

ACKNOWLEDGEMENT

I acknowledge that I have read and understood this agreement, that I have executed this agreement voluntarily and that this agreement is binding to myself. I accept that the DOD may reject the offer and/or act against me if I contravene this agreement.

Full Name and Signature of Bidder's Duly Authorised Representative

Date _____

Witness 1: _____ Witness 2: _____

Date: _____

[illegible]



CERTIFICATE OF COMPLIANCE BY SUB-CONTRACTOR

Certificate of Compliance by Sub-Contractor: A certificate of compliance signed by the bidder and all sub - contractor/s (in the event of sub-contracting) to be fully completed. Failure to submit this document as indicated by the closing date and time **may invalidate this offer.**

Appendix G

**Failure to submit this document as indicated by
the closing date and time may invalidate this
offer. Appendix G**

CERTIFICATE OF COMPLIANCE BY SUB-CONTRACTOR / SUPPLIER

THIS CERTIFICATE MUST BE SUBMITTED WITH THE COMPLETED BID (IN THE ORIGINAL FORMAT) BY THE BIDDER

CONTRACTORS NAME: _____

SUB-CONTRACTORS NAME: _____

(Delete whichever is not applicable)

I/we am/are fully aware of the Bid Requirements and am/are capable of supplying the required item(s)/service(s) strictly according to the Bid Conditions, Special Conditions and Specifications supplied by the Department of Defence. I/we hereby certify that _____ will submit quotations/bids to

Supply the item(s)/service(s) listed in Bid no: _____

Section(s) _____

I/we further certify that I/we have the necessary infrastructure at my/our disposal to execute the Bid.

I/we, the Sub-contractor(s) am/are willing to allow the Department of Defence's Officials access to my/our premises for inspection purposes.

Sub-Contractor's Contact Person: _____

Address of Sub-Contractor: _____

Telephone No: _____

Fax No: _____

SIGNATURE OF SUB-CONTRACTOR

WITNESSES:

1. _____ Date: _____

2. _____ Date: _____



WRITTEN AGREEMENT WRT OCCUPATIONAL HEALTH & SAFETY AGREEMENT (OHASA)

Written Agreement wrt Occupational Health & Safety Agreement (OHASA): The signed OHASA agreement amongst the DOD, bidder and sub – contractor/s (in the event of sub-contracting) to be fully completed. Failure to submit this document as indicated by the closing date and time **may invalidate this offer.**

Appendix H

**Failure to submit this document as indicated by
the closing date and time may invalidate this
offer. Appendix H**

**WRITTEN AGREEMENT TO COMPLETE AN OCCUPATIONAL HEALTH AND SAFETY
AGREEMENT FOR THE COMPLETION OF A CONTRACT ENTERED INTO BETWEEN**

THE DEPARTMENT OF DEFENCE AND _____

_____(Herein after referred to as the contractor)

AS ENVISAGED BY SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT
NO 85 OF 1993 AS AMENDED

WORKMAN COMPENSATION NUMBER: _____

1, I, (full names) _____

(Identity Number) _____

being fully authorised to represent the Contractor, do hereby confirm that the supplier is an employer on its own right with duties as prescribed in the Occupational Health and Safety Act 85 of 1993 as amended and agree to ensure that all work will be performed or plant and machinery will be used in accordance with the provision of the said Act.

2. I hereby confirm that I will ensure that all our employees or Subcontractors workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act 1993, which cover shall remain in force whilst any such workmen are working with or on Department of Defence (DOD) property for the duration of the contract period.

3. I furthermore confirm that we and / or our Subcontractor(s) are in possession of a valid "Certificate of good standing" issued by the Workman Compensation Commissioner.

4. I furthermore confirm and agree that I and / or our Subcontractor(s) will sign a written agreement on occupational health and safety responsibilities for completion of a contract entered into between the Department of Defence **within 10 days** of the award of the contract should we be successful bidder. I acknowledge that should I fail to sign the OHAS agreement within this period; the contract will be terminated with immediate effect with no recourse on my behalf.

Signed By Contractors Authorised Representative

Full Name of Contractors Authorised Representative

Witnesses 1. _____

.2. _____

Signed and entered into at _____ On _____ 202__



SPSC GROUP QUESTIONNAIRE

SPSC Group Questionnaire: This document to be fully completed. Failure to submit this document as indicated by the closing date and time **may invalidate this offer.**
Appendix I

**Failure to submit this document as indicated by
the closing date and time may invalidate this
offer. Appendix I**

APPENDIX I

SIMON'S TOWN PROCUREMENT SERVICE CENTRE

CLOSING DATE OF BID: 20/02/2025 BID NUMBER: SPSC-B-028-2024
CLOSING TIME OF BID: 11H00 VALIDITY: 90 CALENDAR DAYS

GROUP QUESTIONNAIRE

Circle applicable response and delete not applicable response.

Service required for **SUPPLY, DELIVERY AND ASSEMBLY OF OFFICE FURNITURE FOR NAVAL BASE DURBAN**

1. Do you confirm compliance to 90 calendar day's validity period? YES / NO
If not, state reason/s: _____

2. Is your price firm for the validity period of 90 calendar days? YES / NO
If not, state reason/s: _____

3. If your price is not firm and coupled to the rate of exchange please refer and complete **Appendix G**

4. Do you accept Government Orders? YES / NO

5. Lead Time/Delivery period required by supplier after receipt of order: days, weeks or months

6. Indicate the Brand Offered: _____

Copies of General Bid Conditions and General Conditions of Contract are available from the National Treasury Website (www.treasury.gov.za)

7. Do you confirm compliance to the Special Conditions of Contract, General Bid Conditions and General Conditions of Contract YES / NO

8. Do you confirm that you may sign a SBD 7.1 or SBD 7.2 on award, YES / NO

General Information

9. Bid Documents: have you made/kept a copy of completed Bid documents for reference purposes: YES / NO

Clarification of Information: It has been noted and confirmed that the DOD may request clarification on any information regarding any aspect included in the bid document. The bidder is to supply the requested information within the requested time span. Failing may result in the bid being disqualified.

ADMINISTRATION

Bidders are requested to number each page of the Bid Document submitted. Pages are to be numbered from the bottom page to the top page (top right hand corner)

NB: SPSC RESERVES THE RIGHT TO RECALL THE BIDDER/S TO COMPLY WITH THE ABOVE ADMINISTRATION INSTRUCTION

I/WE HEREBY CONFIRM THAT I/WE HAVE COMPLIED WITH ALL OF THE ABOVE REQUIREMENTS

WITNESS 1: _____ DATE: _____

WITNESS 2: _____ DATE: _____

BIDDER NAME: _____

SIGNATURE: _____ DATE: _____

Capacity under which this bid is signed _____



DEFENCE INTELLIGENCE QUESTIONNAIRE (D.I.)

Defence Intelligence Questionnaire (D.I.): The DI Vetting form must be completed in full. Failure to submit the DI Vetting form and required documentation as indicated by the closing date and time **may invalidate this offer.**

Appendix J

N.B. The short listed companies will be requested to submit Police Clearance for all personnel entering SANDF Property.

**Failure to submit the DI Vetting form and
required documentation as indicated by the
closing date and time may invalidate this offer.**

Appendix J

DEPARTMENT OF DEFENCE INTELLIGENCE (DI) VETTING

TO DI SEC INSTR/01/2014

QUESTIONNAIRE:

MAIN CONTRACTOR

Company Name:

Company Registration Number:

DOD Supplier Code (if already registered with the DOD):

Personal particulars of Company Director(s) (Include copy of RSA Identification and passport document):

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Personal particulars of Foreign Nationals employed by the company (incl copy of ID / passport and working visa/ documentation)

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Company Physical Address:

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Company Postal Address:

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Company Core Business:

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SECTION B

SUB CONTRACTORS DETAILS

Personal particulars of sub-contractors if any (Include copy of RSA Identification and passport documents):

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Personal particulars of Foreign Nationals employed by the company (incl copy of ID / passport and working visa/ documentation)

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Sub Contractors Company Physical Address:

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Sub Contractors Company Postal Address:

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Sub Contractors Company Core Business:

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SECTION C

MAIN CONTRACTOR

1. When did the company begin with its operations?

Answer:

2. Does the company have a valid SARS tax clearance certificate? If yes, provide the tax clearance certificate number and the certified copy of the certificate.

Answer:

APPENDIX J

3. Is the company registered with the Company and Intellectual Property Commission (CIPC)? If yes, provide the registration number and attach a certified copy of the registration certificate.

Answer:

4. Who are the shareholders of the company and what percentage of shares do they each possess?

Answer:
.....
.....

5. List the services that will be rendered by the company to the SANDF?

Answer:
.....
.....

6. Which DOD installations/unit and specific area/section does the company required access to?

Answer:
.....
.....

7. Name list and copies of RSA ID's / passports of all employees entering the DOD installation.

Answer:
.....
.....

8. Does the company provide services to other RSA state departments? If yes, provide the names of the departments and the period/s during which service was provided.

Answer:
.....
.....

APPENDIX J

9. Does the company provide services to foreign governments and/or companies? If so, provide details.

Answer:

.....

.....

10. Has the company been implicated in any fraudulent activities? If yes, provide details.

Answer:

.....

.....

11. Has the company been implicated in any corrupt practices? If yes, provide details.

Answer:

.....

.....

12. Has the company been implicated in any other criminal activity? If yes, provide details.

Answer:

.....

.....

13. Does the company have the Employment Equity Plan? If yes, provide the Employment Equity Plan as well as the number and composition of the employees. (Only if the company is South African or employs South Africans)

Answer:

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.....

.....

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.....

APPENDIX J

14. What is the track record and achievements of the company? Provide details.

Answer:

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15. Is the company under investigation by any government security agency? If yes, provide details.

Answer:

.....

.....

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16. What known factor could possibly prevent this company from entering into contract with the Department of Defence and Military Veterans or any component thereof and why?

Answer:

.....

.....

Compiled by:

Name:

Identification Number:

Position in Company:

Signature:

Date:

NB: Important: The following documentation is Mandatory and is to be included in the DI vetting declaration

- *The profiles of the Director(s) of the Main Contractor and Sub- Contractors as well as their RSA Identification and passport documents.*
- *The current Financial Statement(s) of the company.*
- *The current and valid SARS Tax Clearance Certificate.*
- *The current and valid SARS Personal Tax Clearance Certificate and or IRP6 of all Directors, Shareholders and Members (Sub-Contractor/s included).*
- *The registration number and attach a certified copy of the registration certificate with the Company and Intellectual Property Commission (CIPC).*
- *Central Data Base registration report with MAAA and Unique number.*
- *Name list and RSA IDs of all personnel entering DOD premises.*
- *Foreign Nationals employed by the company (incl copy of ID / passport and working visa/ documentation).*
- *Employment Equity Plan as well as the number and composition of the employees. (Only if the company is South African or employs South Africans).*



STATEMENT OF WORK

STATEMENT OF WORK: The bidder's compliance must be indicated with the word **comply/do not comply, agree/do not agree, yes or no**, or any other form of acceptance or non-acceptance on the statement of work, **each paragraph and sub-paragraph must be acknowledged**. **No abbreviations will be accepted, for example, "c/nc for comply/not comply or y/n for yes/no etc"**. The most suitable suppliers will be awarded in accordance with compliance to Statement of Work and fit for purpose

A separate attached signed letterhead shall be used if space provided is inadequate for listing the deviations. It shall clearly list the relevant paragraphs and, in detail, the deviations from that stated/specified.

This Statement of Work shall not be used for any purpose other than tendering or manufacturing. No alterations shall be allowed without the consent of the Simon's Town Procurement Service Centre

Failure to submit this document as indicated by the closing date and time will invalidate this offer



SUPPLY, DELIVERY AND ASSEMBLY OF OFFICE FURNITURE FOR NAVAL BASE DURBAN

SPECIFICATION / SCOPE OF WORK FOR SUPPLY, DELIVERY AND ASSEMBLY OF OFFICE FURNITURE FOR NAVAL BASE DURBAN		COMPLIANCE
1.	SCOPE	
1.1	The primary objective of this project is to supply office furniture as per specification. The secondary objective is to deliver said office furniture in a pristine condition and assemble on-site. The optimum utilisation shall be made of the resources within the local community and that these resources shall be improved and enhanced through their participation in the execution of the work.	
2.	LOCATION	
2.1	Naval Base Durban, Salisbury Island, Durban, Kwa-Zulu Natal.	
3.	TASK	
3.1	The successful supplier must supply, deliver and assemble office furniture according to the following specification:	
3.1.1	VENEER L-SHAPED DESK (attachment no. 1)	
3.1.1.1	Mahogany	
3.1.1.2	Fixed pedestal	
3.1.1.3	3 x drawers	
3.1.1.4	1 x filing cabinet	
3.1.1.5	2000L (LHS) (S1042)	
3.1.1.6	Quantity required: 01	
3.1.2	RECEPTION L-SHAPED DESK (attachment no. 2)	
3.1.2.1	Melamine	
3.1.2.2	Extension and pedestal	
3.1.2.3	3 x drawers	
3.1.2.4	2400 x 1800L (RHS) (RC8640)	
3.1.2.5	Quantity required: 02	

SPECIFICATION / SCOPE OF WORK FOR SUPPLY, DELIVERY AND ASSEMBLY OF OFFICE FURNITURE FOR NAVAL BASE DURBAN		COMPLIANCE
3.1.3	VENEER DESK (attachment no. 3)	
3.1.3.1	Walnut	
3.1.3.2	Roller door credenza	
3.1.3.3	1800 x 2000 (S1003)	
3.1.3.4	Quantity required: 01	
3.1.4	L-SHAPED DESK (attachment no. 4)	
3.1.4.1	Melamine	
3.1.4.2	Pedestal drawers with white fronts	
3.1.4.3	Sliding door credenza	
3.1.4.4	1800 x 1900 (RS1156)	
3.1.4.5	Quantity required: 10	
3.1.5	L-COMBINATION DESK (attachment no. 5)	
3.1.5.1	Veneer	
3.1.5.2	Roller door credenza	
3.1.5.3	Desk height pedestal	
3.1.5.4	2000 x 2100 (RS2912)	
3.1.5.5	Quantity required: 20	
3.1.6	DESK SHELL (attachment no. 6)	
3.1.6.1	Burgan melamine	
3.1.6.2	1800 x 1800 (RS1471)	
3.1.6.3	1200 x 600 Roller door credenza	
3.1.6.4	3 fixed door pedestal (5 LHS, 5 RHS)	
3.1.6.5	Steel legs	
3.1.6.6	Quantity required: 10	

SPECIFICATION / SCOPE OF WORK FOR SUPPLY, DELIVERY AND ASSEMBLY OF OFFICE FURNITURE FOR NAVAL BASE DURBAN		COMPLIANCE
3.1.7	2 WAY CLUSTER (attachment no. 7)	
3.1.7.1	Fixed pedestal	
3.1.7.2	CPU unit with steel legs on one (01) side in African Wenge	
3.1.7.3	1700 x 800 (RS1495)	
3.1.7.4	Blue screens	
3.1.7.5	Quantity required: 10	
3.1.8	WASHINGTON BOARDROOM TABLE (attachment no. 8)	
3.1.8.1	3600 X 1400	
3.1.8.2	50mm Top thickness	
3.1.8.3	Leather inlay	
3.1.8.4	Quantity required: 01	
3.1.9	MONARCO BOARDROOM TABLE (attachment no. 9)	
3.1.9.1	1600 x 1200	
3.1.9.2	Leather inlay	
3.1.9.3	Quantity required: 09	
3.1.10	CHAIR (attachment no. 10)	
3.1.10.1	High back	
3.1.10.2	Judges	
3.1.10.3	Black	
3.1.10.4	Quantity required: 01	
3.1.11	CHAIR (attachment no. 11)	
3.1.11.1	Visitor's	
3.1.11.2	Black	
3.1.11.3	Quantity required: 02	

SPECIFICATION / SCOPE OF WORK FOR SUPPLY, DELIVERY AND ASSEMBLY OF OFFICE FURNITURE FOR NAVAL BASE DURBAN		COMPLIANCE
3.1.12	CHAIR (attachment no. 12)	
3.1.12.1	Oak	
3.1.12.2	High back	
3.1.12.3	Tilt	
3.1.12.4	Gas adjustable	
3.1.12.5	Quantity required: 40	
3.1.13	CHAIR (attachment no. 14)	
3.1.13.1	Oak	
3.1.13.2	Visitor's	
3.1.13.3	Arm	
3.1.13.4	Quantity required: 40	
3.1.14	STACK CHAIR (attachment no. 15)	
3.1.14.1	Conference	
3.1.14.2	Quantity required: 40	
3.1.15	CHAIR (attachment no. 13)	
3.1.15.1	Black	
3.1.15.2	High back	
3.1.15.3	Gas adjustable	
3.1.15.4	Quantity required: 01	
4.	ACCEPTANCE	
4.1	Acceptance shall be carried out in accordance with this specification and adherence to the statement of work.	
5.	SAFETY CODES & ACTS	
5.1	All safety regulations in terms of personnel safety, equipment and facilities, as laid down in the Occupational Health and Safety Act No.85 of 1993.	

SPECIFICATION / SCOPE OF WORK FOR SUPPLY, DELIVERY AND ASSEMBLY OF OFFICE FURNITURE FOR NAVAL BASE DURBAN		COMPLIANCE
6.	LIABILITY	
6.1	The supplier accepts full responsibility and accountability for the Statement of Work at hand.	
6.2	Upon delivery, the supplier to provide a factory warranty against defects and faulty workmanship on all office furniture supplied, as well as any other material supplied and fitted in line with industry standards.	
6.3	The supplier accepts full responsibility for all damages to existing services and will repair it without delay in the service as well the delay in the progress of the project.	
6.4	Only documented foreign nationals will be permitted within unit lines.	
6.5	Once bid is awarded, Identity Documents of people who will be working directly on this project will be requested, as well as vehicle registration numbers for security purposes.	
7.	NOTE	
7.1	All work to be done in consultation and approval of the Project Manager and SPSC Unit.	
7.3	Additional work shall only be carried out on receipt of a letter of authorization from Simons Town Procurement Service Centre.	
7.4	No work is to be carried out over weekends without prior arrangements. Working hours are between 08h00 and 15h00.	
7.5	All items must be delivered and installed as no assembling or fitting will be done by the end user.	
7.6	Pictures attached are for guidelines only.	
7.7	Supplier may request clearer pictures if required.	
8.	QUERIES	
8.1	The supplier's quote is to include all services required to satisfy the requirements of the end user.	
8.2	Any queries can be directed to Chief Petty Officer I.A. van der Westhuizen or Staff Sergeant N.N. Jantjies on 021 787 5207/5144 and /or email to spsctechnical@dod.mil.za during office hours (0730B to 1600B).	



SECTION F

GENERAL CONDITIONS OF CONTRACT



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. Wherever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

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General Conditions of Contract

1. Definitions

1. The following items shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bid.
 - 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 specific store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser

in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and / or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or work 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 will 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 the 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 and 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 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.

1.2 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.

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

1.4 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.

1.5 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.

2. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

- 2.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 2.3 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.
- 2.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 3. **Prices**
 - 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 4. **Contract amendments**
 - 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 5. **Assignment**
 - 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 6. **Subcontracts**
 - 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.
- 7. **Delays in the supplier's performance**
 - 21.1 Delivery of the goods and the performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
 - 7.2 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.
 - 7.3 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.
 - 7.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
 - 7.5 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.

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

8. 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.

9. 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 judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 9.2 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.
- 9.3 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.
- 9.4 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.
- 9.5 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.

9.6 If a restriction is imposed, the purchaser must, within five (05) 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.

9.7 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 (05) years and not more than ten (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.

10. Anti-dumping and countervailing duties and rights

24.1 When, after the date of the 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.

11. Force majeure

25.1 Notwithstanding the provisions of GCC Clause 22 and 23, the supplier shall not be liable for forfeiture of its own 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.

11.2 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.

12. 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.
13. 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. 13.2 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. 13.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law. 13.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC. 13.5 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 to the supplier
14. 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.
15. 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.
16. Applicable Law	30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

- 17. 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.
- 17.2 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.
- 18. 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.
- 18.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 18.3 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.
- 19. National Industrial Participation (NIP) Programme**
- 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.
- 19.2 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).
- 20. Prohibition of Restrictive Practices**
- 34.1 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.
- 20.2 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.