

MUNICIPAL INFRASTRUCTURE SUPPORT AGENT (MISA)

REFERENCE NO:

**TERMS OF REFERENCE FOR APPOINTMENT OF A SUITABLE SUPPLIER TO SUPPLY,
DELIVER AND INSTALL OFFICE FURNITURE FOR MISA OFFICES AT HEAD OFFICE &
PROVINCIAL OFFICES**

JULY 2021

Beneficiary	Municipal Infrastructure Support Agent
Contact Person	Ms Lumka Tyikwe: 012 848 5325 or Lumka.tyikwe@misa.gov.za
Postal Address	1303 Heuwel Avenue, Riverside Office Park, Letaba House, Centurion 0046
Project Name	Terms of Reference for the Appointment of a suitable supplier to supply, deliver and install office furniture for MISA offices at Head Office & Provincial Offices.
Reference No.	MISA/OF/003/2022/23
Closing Date and Time	09 June 2022 at 11:00 am
Non-compulsory Briefing Session Date and Time	27 May 2022 at 10:00 am

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1. INVITATION

The Municipal Infrastructure Support Agent (MISA) intends to appoint a suitable service provider to supply, deliver and install office furniture at the Letaba & Hennops houses, Riverside Office Park, 1303 Heuwel Road, Centurion, Pretoria, 0046, the Deputy Minister's office situated on the first floor of Letaba house and MISA's nine provincial offices situated in the nine provincial cities across the country.

2. BACKGROUND

Municipal Infrastructure Support Agent (MISA) was established as a government component accountable to the Executive Authority of Cooperative Governance and Traditional Affairs (COGTA). MISA is a special purpose vehicle whose primary mandate is to coordinate and provide technical support to municipalities to facilitate sustainable municipal infrastructure provisioning and management. MISA's primary function is to support municipalities in infrastructure planning, development and management, operations, and maintenance as well as building technical capacity for effective delivery and management of municipal infrastructure.

In 2012, MISA acquired office furniture for the Head office and as such most of the furniture that was bought then is damaged currently.

3. OBJECTIVES

- 3.1 The purpose of this document is to invite suitable service provider to provide once off supply, delivery and installation office furniture, office for MISA at 1303 Heuwel Road, Letaba & Hennops houses, Riverside Office Park, 1303 Heuwel Road, Centurion, Pretoria, 0046, the Deputy Minister's office situated on the first floor of Letaba house and MISA's nine provincial offices situated across the country.
- 3.2 The acquisition is earmarked to replace the damaged furniture and to cater for new employees and also to furnish all the MISA provincial offices.
- 3.3 To ensure that MISA receives adequate suitable office furniture at the right time, quantities, and quality.

4. SCOPE OF WORK AND DETAIL SPECIFICATION

- 4.1 The bidder is expected to provide MISA with office furniture as and when by supplying, delivering and installing it at MISAs head office situated in 1303 Heuwel Road, Riverside Office Park, at Letaba & Hennops houses, Riverside Office Park, 1303 Heuwel Road, Centurion, Pretoria, 0046, the Deputy Minister's office situated on the first floor of Letaba house and MISA's nine provincial offices situated across the country.
- 4.2 The furniture must be supplied, delivered, and installed within four to eight weeks after the date of the request to the service provider.

- 4.3. Office furniture is designated as of November 2012 as a sector for local production and content and therefore only locally produced/manufactured furniture with minimum threshold as per the table below for local production and content will be considered.
- 4.4 The furniture ordered for Head Office is to replace damaged furniture from different offices and also provide furniture for new employees who didn't have the correct furniture.

FOR HEAD OFFICE:

No.	Item	Description/ components of Items	Quantities	Stipulated Minimum Threshold for Local Production and content
1	Roller door credenza storage unit	• 1200 x 600 • Silver P.V.C Roller door slats • 6 x Adjustable shelf • Lockable • 6 x Desk height pedestal • 12 x Standard drawers • 6 x deep filing drawer with steel cradle • Metal draw runners • PVC draw inners • Silver arched handles • Central lock mechanism height adjustable ferrules	8	100%
2	High back operators' office chairs	High back black genuine leather, with armrest	140	100%
3	Orthopaedics chairs	Reinforced Gaming Chair with Adjustable Height, Armrests and Lumbar and Neck Support Cushions	2	100%
4	Foot Rest	Ergonomics foot rest adjustable angle and height office foot rest stool for under desk support 2-level height adjustment - Black	1	100%
5	Round conference table (veneer finish)	• 1200 Round top (four seater) • Vanner finish • Full 32mm thick top • 4 x Steel pole legs • 76mm diameter x 700mm high • Welded top plate • Adjustable base foot • Silver epoxy coated finish • Fitted to grid of steel insets	1	100%

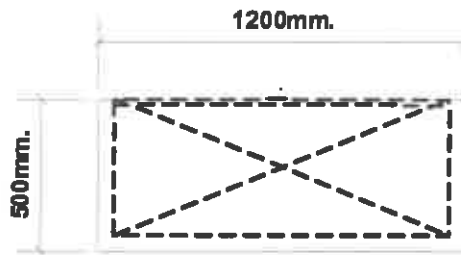
6	Executive High back chair	• Black genuine leather upholstery • 2 Piece split shell • Moulded seat & backrest • Chrome back bar • Scorpio armrests – poly cap on chrome frame • Swivel & tilt action • Full knee tilt synchron mechanism • Tension tilt adjustment • Gas height adjustment • 5 Star chrome castor base	1	100%
7	Visitor's armchairs (for the round table)	• Black genuine leather upholstery • 2 Piece split shell • Moulded backrest • Moulded seat • Chrome back bar • Scorpio armrests – poly cap on chrome frame • Chrome sleigh base frame •	4	100%
8	3 drawer pedestals	• Movable 3 drawer pedestals, in dark mahogany.	4	100%
9	Plastic Runners	• Plastic runners for underneath each operators' office chair	140	100%
10	Walk In –Filing Cabinet (for Registry)	Walk In –Fire proof Filing Cabinet	3	100%
11	Projector Stand (for Hennops main board room)	Stand for projector	1	100%
12	Sideboard for Hennops main boardroom (to store crockery & display refreshments)	Cupboard	1	100%
13	Coat Hangers	Wooden Coat hangers	23	100%
14	Microwave oven	Microwave oven	1	100%

FURNITURE DETAIL SPECIFICATION

Roller door system cupboard

1500mm h x 1200mm w x 500mm d
 Higher grade pressure laminate CDL / DECON 0.6 surface
 Maple finish
 Suitable balancing backer
 Full 32mm thick top
 Black P.V.C Roller door slatts
 Full 32mm thick top
 Full 32mm base
 32mm x 3mm Solid wood flat edge on top and base

16mm casing structure
 x Steel adjustable shelves
 Black epoxy coated finish
 Lockable



High Back Operators' chairs

- Black genuine leather upholstery
- 2 Piece split shell
- Moulded seat & backrest
- Chrome back bar
- Scorpio armrests – poly cap on chrome frame
- Swivel & tilt action
- Full knee tilt synchron mechanism
- Tension tilt adjustment
- Gas height adjustment
- 5 Star chrome castor base



Orthopaedics chairs

Gaming Kratos Series Reinforced Gaming Chair with Adjustable Height, Armrests and Lumbar and Neck Support Cushions



Footrest

Ergonomics foot rest adjustable angle and height office foot rest stool for under desk support 2-level height adjustment - Black





For (4) seater round conference table (in dark mahogany)

- 1200 Round top (four seater)
 - Venner finish
 - Full 32mm thick top
- 4 x Steel pole legs
 - 76mm diameter x 700mm high
 - Welded top plate
 - Adjustable base foot
 - Silver epoxy coated finish



Executive High back chair

The high back is executive chair with a genuine black leather front with chrome padded arms and a chrome base. The mechanism includes a frontal pivot.



Executive High back chair (for the round table)

- Black genuine leather upholstery
- 2 Piece split shell
- Moulded backrest
- Moulded seat

- Chrome back bar
- Scorpio armrests – poly cap on chrome frame
- Chrome sleighbase frame



Executive Movable 4 drawer pedestals in dark mahogany

400W x 500D x 600H

- veneer finish
- 16mm Thick top
- 16mm x 6mm Solid wood edges on top
- 16mm Casing structure
- 4 x Standard drawers
- Steel roller runners
- Central lock mechanism
- Silver steel arch handles



Under-chair plastic runners (carpet protector)

Browse plastic runner for carpet



*Chair not included

Walk-In Filing cabinet (for the records room)



Projector Stand



Side Board for Hennops main boardroom (In dark mahogany)



Wooden Coat hangers



Microwave – downstairs kitchen



The furniture for Deputy minister at MISA head office:

No	Item	Description/ components of Items	Quantity	Stipulated Minimum Threshold for Local Production and content
DEPUTY MINISTER'S OFFICES				
	Executive "L" shape desk	• Deputy Minister • Executive free standing desks, as defined below: • Veneer finish • 2 x Floating top with square sides • 1600W x1000D x 732H • Full 32mm thick worktop • 32mm x 6mm Solid wood edges/STEEL FRAME • 2 x Bold panel wood legs. • 700W x 650D x 48T • Solid wood edges all around. • 2 x Front modesty panel. • 1400L x 500H	1	100%

		• Fitted between legs • Silver line decorative detail on front • 2 x Executive computer side extension: • 2 x Floating top. • 1200W x 700D x 732H • Veneer finish. • Full 32mm thick worktop • 32mm x 6mm Solid wood edges • Fitted underside of top • Full extension ball bearing runners • Silver epoxy finish • Welded top plate • Fitted to grid on steel insets		
	High back operators' office chairs	High back black genuine leather, with armrest	1	100%
	Office sofa	Office sofa	1	100%
	Coat hanger	Wooden Coat hanger (deputy minister's & second office there)	2	100%

FURNITURE DETAIL SPECIFICATION

DESK,

1x Executive "L" shape desk consisting of:

- 1 x Executive free standing desk:
 - 1 x Floating top with square sides
 - 1600W x 1000D x 732H
 - Veneer finish
 - Full 32mm thick worktop
 - 32mm x 6mm Solid wood edges/STEEL FRAME
 - 1 x Bold panel wood legs.
 - 700W x 650D x 48T
 - Veneer finish.
 - Solid wood edges all around.
 - 1 x Front modesty panel.
 - 1400L x 500H
 - Veneer finish.
 - Fitted between legs
 - Silver line decorative detail on front
- 1 x Executive computer side extension:
 - 2 x Floating top.
 - 1200W x 700D x 732H
 - Veneer finish.
 - Full 32mm thick worktop
 - 32mm x 6mm Solid wood edges
 - Fitted underside of top
 - Full extension ball bearing runners
 - Silver epoxy finish
 - Welded top plate
 - Fitted to grid on steel insets

- 1 x Executive 4 drawer mobile pedestal:
 - 400W x 500D x 600H
 - veneer finish
 - 16mm Thick top
 - 16mm x 6mm Solid wood edges on top
 - 16mm Casing structure
 - 4 x Standard drawers
 - Steel roller runners
 - Central lock mechanism
 - Silver steel arch handles



Executive High back chair

The high back is an executive chair with a genuine black leather front with chrome padded arms and a chrome base. The mechanism includes a frontal pivot



Executive visitors Chairs

- Black genuine leather upholstery
- 2 Piece split shell
- Moulded backrest
- Moulded seat
- Chrome back bar
- Scorpio armrests – poly cap on chrome sleigh base frame



Office Sofa

Giant 3 seater couch- (Equivalent or similar)



Wooden Coat hanger



THE DETAILED FURNITURE REQUIREMENTS BELOW ARE FOR THE 9(NINE) PROVINCIAL OFFICES:

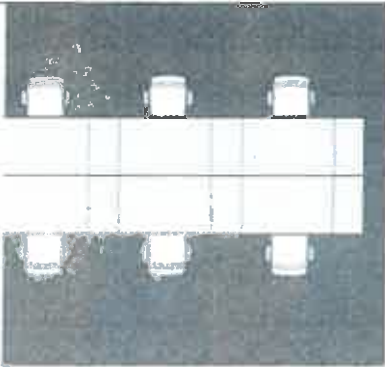
No	Item	Description/ components of Items	Quantities	Stipulated Minimum Threshold for Local Production and content
9X PROVINCIAL PROGRAMME MANAGER (DIRECTOR)				
	workstation consisting of:	• 9 x 1600 x 750 • 9 x Roller door pedenza storage unit – no topBlack P.V.C Roller door slats • 9 x Adjustable shelf Lockable • 9 x Desk height pedestal • 9 x Standard drawers • 9 x deep filing drawer with steel cradle • Metal draw runners • Metal draw inners • Central lock mechanism • Height adjustable ferrules • Steel pole legs • 76mm diameter x 700mm high	9	100% 100%

		• Welded top plate • Adjustable base foot • Silver epoxy coated finish • Fitted to grid of steel insets - underside • 1 x Modesty panel • Maple laminate finish • To size as required • Complete with steel fixing brackets • Fitted to grid of steel insets - underside • Steel structural fixing brackets. • Graphite grey epoxy coated. • Quantities according to desk arrangement. • Fitted to grid of steel insets - underside		
•	Roller door system cupboard	• 1500mm h x 1200mm w x 500mm d • Higher grade pressure laminate CDL / DECON 0.6 surface • Maple finish • Suitable balancing backer • Full 32mm thick top • Black P.V.C Roller door slatts • Full 32mm thick top • Full 32mm base • 32mm x 3mm Solid wood flat edge on top and base • 16mm casing structure • 3x Steel adjustable shelves • Black epoxy coated finish • Lockable	9	100%
•	High back chairs	• Black touch leather • 15 Piece fully moulded high back shell • Curved poly armrest on steel sub frame • Swivel & tilt action • Forward knee tilt mechanism • Gas height adjustment • 5 Star nylon castor base	9	100%
•	Visitors' armchairs	• Black touch leather • 15 Piece fully moulded mid back shell • Curved poly armrest on steel sub frame • Metal sleigh base frame • Silver epoxy coated finish	18	100%
•	Coat Hangers	• Wooden Coat hanger	9	100%
•	Refrigerator	• Bar fridge	2(NW,NC)	100%
•	Refrigerator	• Refrigerator for the kitchen	9	100%

Roller door system cupboard	• 1500mm h x 1200mm w x 500mm d • Higher grade pressure laminate CDL / DECON 0.6 surface • Maple finish • Suitable balancing backer • Full 32mm thick top • Black P.V.C Roller door slatts • Full 32mm thick top • Full 32mm base • 32mm x 3mm Solid wood flat edge on top and base • 16mm casing structure • 3x Steel adjustable shelves • Black epoxy coated finish • Lockable	2x9=18	100%
High back chair	• Black touch leather • 15 Piece fully moulded high back shell • Curved poly armrest on steel sub frame • Swivel & tilt action • Forward knee tilt mechanism • Gas height adjustment • 5 Star nylon castor base	2x9=18	100%
Visitors armchairs	• Black touch leather • 15 Piece fully moulded mid back shell • Curved poly armrest on steel sub frame • Metal sleigh base frame • Silver epoxy coated finish	4x9=36	100%

OTHER LEVELS OFFICES(Below MMS)- professional engineers

• workstation consisting of open Plan office Workstation: 6 seaters X1	• White laminate desktop with screens both side by side and face to face, with 1200h pull out unit with drawer and open shelving • Desk Size: 1400 x 800 • Pull Out Unit Size: 450w x 1200h	9 x 6 seater	100%
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•	High back operators chair	• Backrest – Netting black • Seat - Range 2 fabric black • Swivel & tilt action • Simple synchron mechanism • Disc armrests • 5 Star castor base	6x9=54	100%
•	Roller door system cupboard	• 1500mm h x 1200mm w x 500mm d • Higher grade pressure laminate CDL / DECON 0.6 surface • Maple finish • Suitable balancing backer • Full 32mm thick top • Black P.V.C Roller door slats • Full 32mm thick top • Full 32mm base • 32mm x 3mm Solid wood flat edge on top and base • 16mm casing structure • 3x Steel adjustable shelves • Black epoxy coated finish • Lockable •	2X9 =18	100%

OTHER FURNITURE NEEDED

Office Furniture for the boardrooms	Boardroom table	9	100%
	Chairs	10X9=90	100%
	12 Seater Boardroom table (with 10 chairs)		
Boardroom sideboard	Boardroom sideboard for refreshments	9	100%
Metal wastepaper bin	• Black / Silver powder coated finish • 315mm High • 240 Diameter • Perforated	9X9=81	100%

	2 Tier metal perforated letter tray	• Black / Silver powder coated finish • Perforated	9X9=91	100%
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FURNITURE DETAIL SPECIFICATION

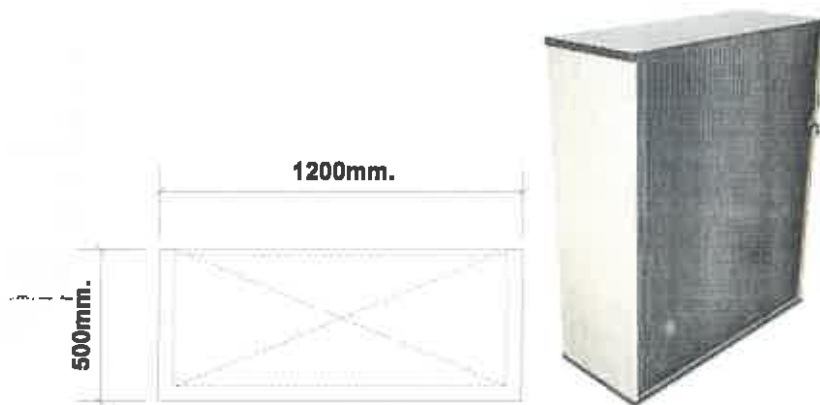
OFFICE FURNITURE FOR DIRECTORS and DEPUTY DIRECTORS

18-x workstation consisting of:

- 18 x 1600 x 750
- 18 x Roller door credenza storage unit – no top.
 - Black P.V.C Roller door slatts
 - 15 x Adjustable shelf
 - Lockable
 - 15 x Desk height pedestal
 - 30 x Standard drawers
 - 15 x deep filing drawer with steel cradle
 - Metal draw runners
 - Metal draw inners
 - Central lock mechanism
 - Height adjustable ferrules
- Steel pole legs
 - 76mm diameter x 700mm high
 - Welded top plate
 - Adjustable base foot
 - Silver epoxy coated finish
 - Fitted to grid of steel insets - underside
- 18 x Modesty panel
 - Maple laminate finish
 - To size as required
 - Complete with steel fixing brackets
 - Fitted to grid of steel insets - underside
- Steel structural fixing brackets.
 - Graphite grey epoxy coated.
 - Quantities according to desk arrangement.
 - Fitted to grid of steel insets - underside

36 x Roller door system cupboard

- 1500mm h x 1200mm w x 500mm d
 - Higher grade pressure laminate CDL / DECON 0.6 surface
 - Maple finish
 - Suitable balancing backer
 - Full 32mm thick top
 - Black P.V.C Roller door slatts
 - Full 32mm thick top
 - Full 32mm base
 - 32mm x 3mm Solid wood flat edge on top and base
 - 16mm casing structure
 - 3 x Steel adjustable shelves
 - Black epoxy coated finish
 - Lockable



BINS AND TRAYS

27 x High back chair

- Black touch leather
- 15 Piece fully moulded high back shell
- Curved poly armrest on steel sub frame
- Swivel & tilt action
- Forward knee tilt mechanism
- Gas height adjustment
- 5 Star nylon castor base



54 x Visitors arm chairs

- Black touch leather
- 15 Piece fully moulded mid back shell
- Curved poly armrest on steel sub frame
- Metal sleigh base frame
 - Silver epoxy coated finish



81 x Metal waste paper bin

- Black / Silver powder coated finish
- 315mm High
- 240 Diameter
- Perforated



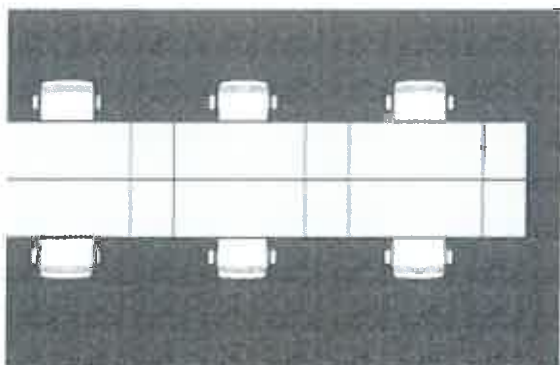
- 91 Tier metal perforated letter tray
- Black / Silver powder coated finish
 - Perforated



OFFICE FURNITURE FOR OTHER LEVELS AND OPEN PLANS

9X 6 seater x workstation consisting of:

- Open Plan Office
- Workstation:
- White laminate desktop with screens both side by side and face to face, with 1200h pull out unit with drawer and open shelving
- Desk Size: 1400 x 800
- Pull Out Unit Size: 450w x 1200h



CHAIRS, BINS AND TRAYS

54 x High back operators chair

- Backrest – Netting black

- Seat - Range 2 fabric black
- Swivel & tilt action
- Simple synchron mechanism
- Disc armrests
- 5 Star castor base

OFFICE FURNITURE FOR THE BOARDROOMS

9X 10 Seater Boardroom table with 10 chairs (rectangular)



BOARDROOM SIDEBOARD



OFFICE FURNITURE FOR THE KITCHEN AND DIRECTOR'S OFFICE

9X kitchen refrigerator (170 litres) and 2 X bar refrigerator (94 litres)



Kitchen refrigerator 170 litres



Bar refrigerator- 94 litres

- 4.5 The exchange rate to be used for the calculation of local production and content must be exchange rate published by the South African Reserve Bank (SARB) at 12: 00 on the date of advertisement of the bid; and only the South African Bureau of Standards (SABS) approved technical specification number SATS 1286: 2011 must be used to calculate local content.
- 4.6 The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the following formula which must be disclosed in the bid documentation:

$$LC = (1 - X/XY) * 100$$

Where

X is the imported content in Rand

Y is the bid price in Rnd excluding value added tax (VAT)

- 4.7 Prices referred to in the determined of x must be converted to Rand (ZAR) by using the exchange rate published by the SARB at 12:00 on the date of advertisement of the bid.
- 4.8 Excluded in the designation is mainly primary steel used for fabrication of furniture products. This is to encourage manufacturers to seek the best global competitive prices for primary materials hence the competitive imported primary steel used in the manufacture of furniture will be deemed to have been sourced locally for the purpose of calculating local content
- 4.9 The SABS approved technical specification number SATS 1286;2011 and the guidance on the calculation of local content together with the local content declaration Template [Annex C (Local Content Declaration : Summary Schedule), D (Imported Content Declaration : Supporting Schedule to Annex C) and E (Local Content Declaration : Supporting Schedule to Annex C)] are accessible to all potential bidders on the DTI's official website <http://www.thedti.gov.za/industrialdevelopment/ip.jsp> at no cost

5. PROJECT OUTPUT AND / OUTCOMES

- 5.1. This is a once-off supply, delivery and installation office furniture at the Letaba & Hennops houses, Riverside Office Park, 1303 Heuwel Road, Centurion, Pretoria, 0046, the Deputy Minister's office situated on the first floor of Letaba house and MISA's nine provincial offices situated in the nine provincial cities across the country.

6. PROJECT MANAGEMENT

- 6.1. The bidder must provide a project plan outlining the timeframes regarding the supply, delivery and installation of office furniture to MISA and all the nine (9) provincial offices situated in the nine provincial cities across the country.

7. COMPANY EXPERIENCE AND COMPETENCY

7.1. Company Experience:

- 7.1.1. The bidder (company) must have a minimum of five (5) years' experience in supplying,

delivery and installation of office furniture as required in this bid.

- 7.1.2. The bidder must submit a minimum of 3 (three) reference letters on clients' letterhead, confirming previous provision of services in supplying, delivering and installing office furniture.
- 7.1.3. Each reference letter must contain contactable details for verification purposes, as required in this bid. The reference letters should be within the period from 2017-2021.
- 7.1.4. A detailed company profile.

8. FORM OF PROPOSAL

- 8.1. The bidders are required to submit their proposals together with accurately completed bidding documents and the necessary supporting documents.

8.2. Proposal:

- 8.2.1. A detailed company profile.
- 8.2.2. Proposal outlining methodology/ project plan.
- 8.2.3. There is a non- compulsory briefing session.
- 8.2.4. A declaration certificate for the local production and content (SBD 6.2) together with annexure C (Local contents declaration; summary schedule) must be completed; duly signed and submitted by bidders at Closing date and time of the Bid.
- 8.2.5. Completed and appropriately signed SBD forms: SBD 1, SBD 3.1, SBD 4, SBD 6.1, SBD 8 and SBD 9.
- 8.2.6. A copy of the General Conditions of Contract initialled in every page.

8.3. Pricing:

- 8.3.1. Pricing of the proposal for provision of furniture must be, inclusive of Value added tax.
- 8.3.2. A breakdown of proposed fee(s) for rendering the provision of furniture must be indicated in SBD 3.1.
- 8.3.3. Attached hereto as *annexure A* is the Pricing schedule.

9. EVALUATION OF PROPOSALS

Proposals will be evaluated to ensure responsiveness to the requirements of the bid. The preference point systems applicable to this bid is 80/20 for requirements with a Rand value of up to R50 000 000.00 (all applicable taxes included). Bids are invited on the basis of their proposals and will be evaluated in three stages pre-qualification, local content calculation and functionality, price and B-BBEE in accordance with the preferential points system.

9.1 STAGE 1 - PREQUALIFICATION

Required documents

- 9.1.1. Proposal outlining methodology and project plan.
- 9.1.2. A declaration certificate for the local production and content (SBD 6.2) together with Annexure C (Local contents declaration; summary schedule) must be fully completed; duly signed and submitted by bidders at closing date and time of the Bid.
- 9.1.3. Samples of wood and fabric as prescribed on the specifications.
- 9.1.4. Fully completed and appropriately signed SBD forms: SBD 1, SBD 3.1, SBD 4 and SBD 6.1.

9.2.STAGE 2 – EVALUATION ON LOCAL CONTENT AND FUNCTIONALITY

The following criteria and weights will be applied when bids are assessed in terms of functionality:

- 9.2.1. **Local Content Evaluation:** Evaluation in terms of the stipulated minimum threshold for local production and content. Bids will be evaluated in terms of minimum thresholds for local content stipulated in the bid document. The declaration made by the bidder in the Declaration Certificate for Local Content (SBD 6.2) and Annex C (Local Content Declaration: Summary Schedule) will be used for this purpose.
- 9.2.2. All responses that will not meet the required minimum threshold for local content as stipulated in the specifications will be disqualified and not evaluated further. Only bids that achieved the minimum threshold for local content and production will be evaluated further in terms of functionality and preference point system prescribed in the Preferential Procurement Regulations, 2017.
- 9.2.3. Only bids that achieve the minimum stipulated threshold for local production and content will be evaluated on functionality:

EVALUATION CRITERIA

NO.	FUNCTIONALITY	SCORES
1	Company Experience: A minimum of five years' experience is required. Below 5 years = 0 points ≥ 5 but less than 7years = 5 points ≥ 7 but less than 9 years = 10 points 9 years and above = 15 points	15
2	References: Track record of the company in the furniture sector (proof of current and previous contracts/reference letter under the client's company letter head and appointment letter that confirms that the company is managing or has previously managed) contactable and verifiable references must be attached. 0-2 reference letter = 0 point 3 reference letters = 10 points	25

	4 reference letters = 15 points 5 reference letters = 20 points 6 and more reference letters = 25 points	
3	Contingency Plan: a) Risks that could negatively impact completion of the project: Risk Identification Plan = 15 points Delays in finalization of the project e.g. using one service provider for the various locations = 3 points Delivery of inferior quality furniture(i.e. not as per agreement) = 3 points Unrealistic project timelines (project timelines not taking into consideration all aspects of project delivery) = 3 points Insufficient budget to complete the project(improper project costing) = 3 points Service provider failing to deliver on the project specification could be due to inadequate capacity to deliver on the project (capacity constraints) = 3 points b) Provide a risk mitigation plan to ensure risks are well managed and in case of occurrence- allocate to the correct entity. This ensures that proper processes are followed and desired objectives are accomplished i.e value for money is achieved at the correct time, correct price and correct place. Mitigation measures on identified risk = 15 points	30
4	Detailed methodology: Detailed methodology in terms of how the furniture will be manufactured and installed , work schedules / duty sheet / work plan with clear deliverables and timeframes for task to be completed (Project Plan). 1. Supply ,delivery and installation of furniture within 4 weeks = 30 points 2. Supply ,delivery and installation of furniture within 6 weeks = 15 points 3. Supply ,delivery and installation of furniture within 8 weeks = 10 points	30
	TOTAL	100

NB: Bidders must obtain a minimum threshold of **65 points** in order to be considered for further evaluation on price and B-BBEE.

9.3 STAGE 3 - PRICE AND B-BBEE

Points for B-BBEE Status Level of Contribution (P_p)

Maximum of 20 points are allocated for Preferential Procurement Goal. Preference point must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the Preferential Procurement Regulations, 2017.

10. SUBCONTRACTING

- 10.1 Sub-contracting of the services to other companies or individuals is not permitted without the prior written approval of MISA. A contractor is not allowed to sub-contract more than 25% of the contract value to another enterprise that does not have equal or higher B-BBEE status level, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

11. MISA'S RIGHTS

- 11.1 MISA reserves the right to cancel this solicitation in whole or in part, at its sole discretion, at any time before the Agreement is fully executed.
- 11.2 This Bid does not commit MISA to award an Agreement, to pay any costs incurred by bidders in the preparation of their proposals submitted in response to this Bid, or to procure or contract for services.
- 11.3 MISA reserves the right to conduct vetting and verify the validity of all certificates.
- 11.4. MISA will reject any proposal as non-responsive that does not provide evidence of the specified mandatory requirements. MISA may or may not request additional information and clarification during the evaluation and selection process from any or all bidders regarding their proposals.
- 11.5. MISA reserves the right to request the company's latest audited financial statement in order to ascertain financial stability of the bidder prior to the award of the bid.
- 11.6 MISA reserves the right to request samples of wood and fabric as prescribed on the specifications and conduct site inspection for purpose of due diligence

12. REPORTING

- 12.1 The appointed bidder will report to the appointed Project Manager of MISA. The detailed reporting requirements will be provided to the successful bidder during the contract negotiation and project inception.
- 12.2. The bidder must submit a written report to the MISA Project Manager on specific problems, recommendations, improvement methods, work programmes, personnel turnover, tenants' complaints, remedial actions taken and all other matter relating to provision of furniture.

13. PAYMENTS

- 13.1. MISA does not pay any amount in advance. Only original signed invoices must be submitted for payments. The bidder will be paid within 30 days after receipt of valid invoice, when the services have been fully rendered to the satisfaction of MISA, and this done by means of electronic transfer directly into the bidder's bank account.

14. BRIEFING SESSION (non-compulsory)

- 14.1. There will be a virtual non-compulsory briefing session, due to the COVID 19 regulations on social distancing and limited gatherings. The link to the briefing session will be uploaded on MISA website on the stipulated date and time of the briefing session.

15. SUBMISSION OF PROPOSALS

- 15.1. The Tender Documents must also include a soft copy (Memory Stick - all in PDF Format) of the proposal, and to reach the offices of the MISA before 11:00 am on 09 June 2022 and must be enclosed in a sealed envelope clearly inscribed on the outside:

BID REFERENCE NUMBER: MISA/OF/003/2022/23

CLOSING DATE: 09 JUNE 2022

- 15.2. Tender documents are to be submitted to MISA Reception and deposited in the tender box. (At MISA Offices, Letaba House, 1303 Heuwel Road, Riverside Office Park, Centurion, 0046.

16. PERIOD FOR ACCEPTANCE OF PROPOSALS

- 16.1. In order to allow for adequate evaluation, MISA requires a response to this solicitation to be valid and irrevocable for 90 working days after submittal date and time.

17. COMMUNICATION WITH MISA OFFICIALS

- 17.1. Bidders and their representatives may not communicate with MISA officials except in writing. Bidders and their representatives must communicate in the manner set forth in this Bid. There shall be no communication with MISA officials except as may be reasonably necessary to carry out the procedures specified in this Bid. Nothing herein prohibits bidders and their representatives from making oral statements or presentations in public to one or more MISA officials during a public meeting.

18. CONFIDENTIALITY

- 18.1. All responses to this Bid become property of MISA and submissions after closing of bid may be subject to public inspection and disclosure in accordance with the MISA SCM Policy and provisions of applicable legislation.

19. QUESTIONS AND REQUESTS FOR CLARIFICATIONS

- 19.1. Bidders must carefully examine the bid documents and in the event of doubt of anything contained in the documents;
- 19.2. All enquiries should be made in writing- by email within seven (07) working days before the closing date of the Bid.

For queries, please contact the following person:

Ms L. Tyikwe

E-mail: lumka.tyikwe@misa.gov.za

Annexure A:**PRICING SCHEDULE- FOR HEAD OFFICE:**

No	Item	Quantity	Unit Price	Total
1	Roller door credenza storage unit	8		
2	High back operators' office chairs	140		
3	Orthopaedics chairs	2		
4	Footrest	1		
5	Round conference table (veneer finish)	1		
6	Executive High back chair	1		
7	Visitor's armchairs (for the round table)	4		
8	3 drawer pedestals	4		
9	Plastic Runners	140		
10	Walk In –Filling Cabinet (for Registry)	3		
11	Projector Stand (for Hennops main board room)	1		
12	Sideboard for Hennops main boardroom (to store crockery & display refreshments	1		
13	Coat Hangers	23		
14	Microwave oven	1		

PRICING SCHEDULE

DEPUTY MINISTER'S OFFICES

No	Item	Quantity	Unit Price	Total
1	Executive "L" shape desk (Executive free standing desks)	1		
2	High back operators' office chairs	1		
3	Office sofa	1		
4	Coat hanger	2		

PRICING SCHEDULE FOR : 9 PROVINCIAL PROGRAMME MANAGERS:

No	Item	Quantity	Unit Price	Total
1	workstation consisting of: Roller door pedenza storage unit	9		
2	Roller door system cupboard	9		
3	High back chairs	19		
4	Visitors' armchairs	18		
5	Coat Hangers	9		
6	Refrigerator	2		
7	Refrigerator	9		
8	microwave	6		

PRICING SCHEDULE - ASSISTANT PROGRAMME MANAGER and CHIEF ENGINEER

No	Item	Quantity	Unit Price	Total
1	- workstation consisting of: 2 x 1600 x 750 - Roller door pedenza storage unit – no top Black P.V.C Roller door slats	2		
2	Roller door system cupboard	2		
3	High back chairs	2		
4	Visitors' armchairs	4		

OTHER LEVELS BELOW MMS and OTHER FURNITURE NEEDS for the provinces

No	Item	Quantity	Unit Price	Total
1	workstation consisting of open Plan office Workstation: 6 seaters X1	54		
2	High back operator's chairs	54		
3	Roller door system cupboard	18		
4	12 Seater Boardroom tables (with 10 chairs)	9		
5	Boardroom chairs	90		
6	Boardroom sideboard	9		
7	Metal wastepaper bins	81		
8	2 Tier metal perforated letter tray	81		

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:		CLOSING DATE:		CLOSING TIME:	
DESCRIPTION					
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX					
SITUATED AT (STREET ADDRESS)					
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					
		TCS PIN:		OR CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE		☐ Yes		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	
[TICK APPLICABLE BOX]		☐ No		☐ Yes	
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?		☐ No			
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX		☐ AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)			
		☐ A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)			
		☐ A REGISTERED AUDITOR			
		NAME:			
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	
		[IF YES ENCLOSE PROOF]		☐ Yes ☐ No	
				[IF YES ANSWER PART B:3 BELOW]	
SIGNATURE OF BIDDER				DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)					
TOTAL NUMBER OF ITEMS OFFERED				TOTAL BID PRICE (ALL INCLUSIVE)	
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:			
DEPARTMENT/ PUBLIC ENTITY		CONTACT PERSON			
CONTACT PERSON		TELEPHONE NUMBER			
TELEPHONE NUMBER		FACSIMILE NUMBER			
FACSIMILE NUMBER		E-MAIL ADDRESS			
E-MAIL ADDRESS					

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 ONLINE
1.3.	BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
1.4.	WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
1.5.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.
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 VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA .
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
2.6	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1.	IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO
3.2.	DOES THE BIDDER HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
3.3.	DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
3.4.	DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

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

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

Name of bidder.....	Bid number.....
Closing Time 11:00	Closing date.....

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

**BID PRICE IN RSA CURRENCY
** (ALL APPLICABLE TAXES INCLUDED)**

Item No.	Item Description	QTY	Unit Price	Total Price (vat exclusive)	Total Price (vat Inclusive)

- Required by:
- At:
.....
- Brand and model
- Country of origin
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
*Delivery: Firm/not firm
- Method of Delivery

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

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State Institution

2.2 Do you, or any person connected with the bidder, have a relationship

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.

with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

- 3.1** I have read and I understand the contents of this disclosure;
- 3.2** I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3** The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4** In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4** The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5** There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

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.

institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

.....	
Signature	Date
.....	
Position	Name of bidder

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

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

b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

(a) Price; and

(b) B-BBEE Status Level of Contributor.

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

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

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

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

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10
-------	----	-------

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

Where

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

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

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....%

ii) The name of the sub-contractor.....

iii) The B-BBEE status level of the sub-contractor.....

iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

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

Designated Group: An EME or QSE which is at least 51% owned by:	EME ✓	QSE ✓
Black people	☐	☐
Black people who are youth	☐	☐
Black people who are women	☐	☐

Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration
number:.....

8.3 Company registration
number:.....

8.4 TYPE OF COMPANY/ FIRM .

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....
.....
.....
.....
.....

8.6 COMPANY CLASSIFICATION

Manufacturer

Supplier

Professional service provider

Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in
business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the
company/firm, certify that the points claimed, based on the B-BBE status level of
contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies
the company/ firm for the preference(s) shown and I / we acknowledge that:

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as
indicated in paragraph 1 of this form;

- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES

1.
2.

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

DATE:

ADDRESS

.....

.....

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9) makes provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

x is the Imported content in Rand

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

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

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

1.6 A bid may be disqualified if –

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

2. Definitions

2.1. **“bid”** Includes written price quotations, advertised competitive bids or proposals;

2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);

2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;

2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;

2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or Individual).

2.6. **“Imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;

2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;

2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and

2.9. **“sub-contract”** means the primary contractor's assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

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

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

4. Does any portion of the services, works or goods offered

have any imported content?

(Tick applicable box)

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

- 4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

(Tick applicable box)

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

- 5.1. If yes, provide the following particulars:

(a) Full name of auditor:

(b) Practice number:

(c) Telephone and cell number:

(d) Email address:

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

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

LOCAL CONTENT DECLARATION

(REFER TO ANNEX B OF SATS 1286:2011)

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

IN RESPECT OF BID NO.

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

.....
NB

1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thdti.gov.za/industrialdevelopment/p.jsp>. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),

do hereby declare, in my capacity as

of(name of bidder entity), the following:

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that:

- (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (ii) the declaration templates have been audited and certified to be correct.

(c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

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

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

(d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Local Content Declaration - Summary Schedule

Note: VAT to be excluded from all calculations

(C1)	Tender No.
(C2)	Tender description:
(C3)	Designated product(s)
(C4)	Tender Authority:
(C5)	Tendering Entity name:
(C6)	Tender Exchange Rate:
(C7)	Specified local content %

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[illegible]

Signature of tenderer from Annex B

Date:

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	☐	☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	☐	☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	☐	☐
4.3.1	If so, furnish particulars:		

4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		

SBD 8

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Jr365bW

CERTIFICATE OF INDEPENDENT BID DETERMINATION

SBD 9

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

In response to the invitation for the bid made by:

(Name of Institution)

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

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

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

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js814w 2

Annexure A

GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

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

Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

- | | |
|--|--|
| 2. Application | <p>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.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p> |
| 3. General | <p>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.</p> <p>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</p> |
| 4. Standards | <p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p> |
| 5. Use of contract documents and information; inspection. | <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> |
| 6. Patent rights | <p>6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.</p> |
| 7. Performance security | <p>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.</p> |

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

**8. Inspections,
tests and
analyses**

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

supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard

the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security,

damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

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

**26. Termination
for insolvency**

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

**27. Settlement of
Disputes**

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

**28. Limitation of
liability**

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

		(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	31.1	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
	31.2	The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties	32.1	A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
	32.2	A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
	32.3	No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33. National Industrial Participation Programme	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.