

PROVINCE OF
THE EASTERN CAPE



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THE EASTERN CAPE

DEPARTMENT OF EDUCATION

CONTRACT NO: SCMU6-22/23-0002

STANDARD BIDDING DOCUMENT: REPUTABLE SPECIALIST MANUFACTURERS ARE REQUESTED TO PROVIDE MANUFACTURING AND DELIVERY OF FULLY ASSEMBLED FURNITURE FOR ALL PUBLIC SCHOOLS IN THE EASTERN CAPE PROVINCE FOR A PERIOD OF THREE (3) YEARS WITH AN OPTION TO RENEW THE CONTRACT FOR A PERIOD OF TWO (2) YEARS AT THE DISCRETION OF THE DEPARTMENT BASED ON THE NEED, BUDGET AVAILABILITY AND SUPPLIER PERFORMANCE.

Issued by:

Province of the Eastern Cape
Department of Education
Private Bag X0032
BISHO
5605

Prepared by:

A. Mabindla
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Zone 6, Zwelitsha
5605

Tel: (040) 608 4524

Contact Person: Mr. P.Nxozana

Name of Bidder: _____

Closing Date: 5th SEPTEMBER 2022

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	SCMU6-22-23-0002	CLOSING DATE:	5 SEPTEMBER 2022	CLOSING TIME:	11:00
DESCRIPTION	REPUTABLE SPECIALIST MANUFACTURERS ARE REQUESTED TO PROVIDE MANUFACTURING AND DELIVERY OF FULLY ASSEMBLED FURNITURE FOR ALL PUBLIC SCHOOLS IN THE EASTERN CAPE PROVINCE FOR A PERIOD OF THREE (3) YEARS WITH AN OPTION TO RENEW THE CONTRACT FOR A PERIOD OF TWO (2) YEARS AT THE DISCRETION OF THE DEPARTMENT BASED ON THE NEED, BUDGET AVAILABILITY AND SUPPLIER'S PERFORMANCE.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
RECEPTION AREA OF THE DEPARTMENT OF EDUCATION,					
STEVE VUKILE TSHWETE EDUCATION COMPLEX , ZONE 6,					
ZWELITSHA					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	MR. P. NXOZANA		CONTACT PERSON	MR.S.LUKHOZI	
TELEPHONE NUMBER	040 608 4524		TELEPHONE NUMBER	040 608 4213/063 292 9938	
FACSIMILE NUMBER	040 608 4663		FACSIMILE NUMBER		
E-MAIL ADDRESS	pakamile.nxozana@ecdoe.gov.za		E-MAIL ADDRESS	Sibusiso.lukhozi@ecdoe.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX]	
	<input type="checkbox"/> Yes	<input type="checkbox"/> NO		<input type="checkbox"/> Yes	<input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					



**PART B
TERMS AND CONDITIONS FOR BIDDING**

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

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

SIGNATURE OF BIDDER:

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

DATE:

4

SBD 3.1

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

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

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

Name of bidder:.....	Bid number: SCMU6-22/23-0002
Closing Time 11:00	Closing date: 5TH SEPTEMBER 2022

OFFER TO BE VALID FOR **120** DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
----------	----------	-------------	---

- 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
- Delivery basis

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

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

5

SBD 3.2

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

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

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: SCMU6-22/23-0002
Closing Time 11:00	Closing date: 5TH SEPTEMBER 2022

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ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
-	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

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

7

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

8

SBD4

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.

10

SBD4

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



ECBD 6.1

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 **R50 000 000** (all applicable taxes included) and therefore the **90/10 Preference Point System shall be applicable.**

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	90
B-BBEE STATUS LEVEL OF CONTRIBUTOR	10
Total points for Price and B-BBEE must not exceed	100

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

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE us 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 (G/11 system)	Number of points (B/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	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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

14

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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-BBEE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

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

DATE:

ADDRESS

.....

.....

16

SBD 6.2

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

1. General Conditions

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

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

Where

- x is the imported content in Rand
y is the bid price in Rand excluding value added tax (VAT)

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

The SABS approved technical specification number SATS 1286:2011 is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp 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>
3.1 Jacket sweet orr D59 100% cotton flame and acid resistant	100%
3.2 Trouser sweet orr D59 100% cotton flame and acid resistant	100%
3.3 Dust Coat Sweet Orr 100 % cotton. Royal blue	100%
3.4 Freezer Jackets Alaska Navy blue	100%
3.5 Freezer Pants Alaska Navy blue	100%
3.6 Survive-ARC® Switching Jacket 51cal/cm ² Royal Blue	100%
3.7 Survive-ARC® Gloves 51 cal Royal Blue	100%
3.8 Insulating rubber gloves ACR RATED: 21.6ca/cm ² CAT2 (Rated at 1000V)	100%
3.9 Leather Overgloves 310mm length for (LV equipment use)	100%
3.10 Leather Overgloves 310mm length for (LV equipment use)	100%
3.11 Balaclava 28.2 cal/cm ² CAT 2 Royal blue/Navy	100%
3.12 Headgear kit-Green 25 cal/cm ² CAT 2 (Consisting of two separate parts)	100%
3.13 Rain Suit Navy Blue Johnson extra strength	100%
3.14 Breathable disposable coveralls white	100%
3.15 Bova Socks	100%
3.16 Safety Boots	100%
3.17 Safety Gloves	100%
3.18 Leather PVC apron	100%

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

5.1. If yes, provide the following particulars:

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

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

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

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

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

IN RESPECT OF BID NO.

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

.....

NB

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

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thdti.gov.za/industrialdevelopment/ip.jsp>. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information

on Declaration C. Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below. Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names), do hereby declare, in my capacity as of(name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
 - (ii) the declaration templates have been audited and certified to be correct.
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

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

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

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

SIGNATURE: _____ DATE: _____

WITNESS No. 1 _____ DATE: _____

WITNESS No. 2 _____ DATE: _____

22

THE NATIONAL TREASURY

Republic of South Africa



**GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT**

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

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

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

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

- 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 (NIP) Programme** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34 Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

36

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

Js General Conditions of Contract (revised July 2010)



37

THE DIRECTORATE SCHOOL RESOURCING AND ADMINISTRATION

Steve Vukile Tshwete Complex • Zone 6 Zwelitsha, • 5608, Private Bag X0032 • BHISHO 5605 REPUBLIC OF SOUTH AFRICA

BID DESCRIPTION:

REPUTABLE SPECIALIST MANUFACTURERS ARE REQUESTED TO PROVIDE MANUFACTURING AND DELIVERY OF FULLY ASSEMBLED FURNITURE FOR ALL PUBLIC SCHOOLS IN THE EASTERN CAPE PROVINCE FOR A PERIOD OF THREE (3) YEARS WITH AN OPTION TO RENEW THE CONTRACT FOR A PERIOD OF TWO (2) AT THE DISCRETION OF THE DEPARTMENT AND BASED ON A NEED, BUDGET AVAILABILITY AND SUPPLIER PERFORMANCE.

BID NUMBER:	SCMU6-22/23-0002
PUBLISH DATE:	05 August 2022
VALIDITY PERIOD:	Offer to be valid for 120 days from the closing date of bid
CLOSING DATE:	05 September 2022
CLOSING TIME:	11:00
COMPULSORY BRIEFING SESSION:	Date: 11 August 2022 Address: Mandla Makuphula Institute (EL Institute) EAST LONDON
BID RESPONSES MUST BE HAND DELIVERED / COURIERED TO:	The Eastern Cape Department of Education Steve Tshwete Complex, Zone 6 Zwelitsha
ATTENTION:	Bidders must ensure that bids are delivered in time to the correct address and deposited in the tender box which is located at the foyer in the main building of the Eastern Cape Department of Education herein referred to as the ECDoE, Head Office in Zwelitsha. If a bid is late, it shall not be accepted for consideration. The Eastern Cape Department of Education's tender box is accessible Monday to Friday, from 08h00 to 16h00. Bidders must advise their couriers of the instruction above to avoid misplacement or loss of bid responses. It is the onus of the bidder to ensure that the bid documents are delivered on time regardless of the mode of delivery. No bid documents will be considered after the closing time and the date of this bid which is indicated in previous row herein above.
BIDDERS NAME:	



Table of Contents

1. BACKGROUND.....	2
2. BID OBJECTIVES	2
3. SCOPE OF WORK.....	2
4. EXPECTED DELIVERABLES.....	2
5. INSURANCE AND GUARANTEE OF TWELVE MONTHS FOR ANY DEFECTS OF BREAKAGE IDENTIFIED AS A RESULT OF MANUFACTURING FAULTS WITHIN 12 MONTHS FROM DATE OF DLIVERY AT SCHOOL LEVEL.....	3
6. DELIVERY STRATEGY.....	3
7. COMPETENCIES AND EXPERTISE REQUIRED	3
8. LEGISLATIVE FRAMEWORK OF THE BID.....	3
9. MANDATORY BID REQUIREMENTS	4
10. SPECIAL CONDITIONS.....	5
11. COMMUNICATION WITH BIDDERS	6
12. CONFIDENTIALITY	6
14. MONITORING.....	7
15. BID PRICING STRUCTURE	7
16. CONTRACT DURATION.....	7
17. EVALUATION CRITERIA.....	8
18. FUNCTIONALITY.....	9
19. ALL BIDS SHOULD BE POSTED OR HAND DELIVERED TO:	11
20. CLOSING DATE AND TIME.....	11
21. BID ENQUIRIES AND CONTACT PERSON	12
22. REQUEST FOR FURTHER INFORMATION.....	12





Bidders are required to achieve a stipulated minimum threshold for Local Production and Content as per DTI designated sector as per section 8 of the PPPFA Regulations of 2017. Industry Sub-Sector: School Furniture – 100%

1. BACKGROUND

- 1.1. Furniture is a necessity. School furniture is one of the items of equipment that must be supplied to every school in the Province. The type of furniture that must be supplied varies for the different categories of Public Schools and furthermore must be conform to required levels and curricular needs of the learners.

2. BID OBJECTIVES

- 2.1. The following are the overall goals for the project of school and other furniture delivery:
- 2.1.1. To provide each school, grade and level with furniture that is commensurate with the learners' physical and curricular needs.
 - 2.1.2. To create a healthy environment in every classroom throughout the Province, that is conducive to effective learning and teaching.
 - 2.1.3. To offer learners and educators enough comfort to be able to have a concentration span that can easily endure the full duration of the prescribed school day.
 - 2.1.4. To utilize the current suppliers to provide the furniture from their stock in hand.

3. SCOPE OF WORK

- 3.1. Successful bidders will have to:
- 3.1.1. Manufacture fully assembled school furniture for all public schools in the Eastern Cape Province the types of furniture as specified under GOODS below to the various levels of schooling grades Foundation Phase, Intermediate Phase, Senior Phase, Secondary Phase) and teachers.
 - 3.1.2. **The school furniture required must meet the standards set out by the Department of Basic Education (DBE) and the South African Bureau of Standards (SABS).**
 - 3.1.3. Delivery of fully assembled furniture to all public schools in the Eastern Cape Province as specified under GOODS below, to the various levels of schooling grades Foundation Phase, Intermediate Phase, Senior Phase, Secondary Phase) and for educators/teachers.
 - 3.1.4. It will be the responsibility of the manufacturer to ensure that quality furniture as per the attached drawings as approved by the SABS and DBE is delivered to schools without damage.

4. EXPECTED DELIVERABLES

- 4.1. Manufacturers of school furniture are requested to manufacture the goods as requested in this bid and in accordance with the SABS standards as specified under 'Goods required' in "Annexure B".
- 4.2. Bidders must bid for all items required per category or for the full list or items in their selected categories. The option elected by the bidder must be clearly stated on the bid document. Bidders who select to bid for certain items in a category (not all items in a particular category shall be disqualified.
- 4.3. The Department reserves the right to award a bid as per different categories in accordance with Annexure B categories and Clusters.



5. INSURANCE AND GUARANTEE OF TWELVE MONTHS FOR ANY DEFECTS OF BREAKAGE IDENTIFIED AS A RESULT OF MANUFACTURING FAULTS WITHIN 12 MONTHS FROM DATE OF DELIVERY AT SCHOOL LEVEL

- 5.1. It is the responsibility of the successful bidders to insure the goods up to the point of delivery, which is the school.
- 5.2. Updated and valid proof of insurance must be provided with bid and failure to do so shall disqualify your bid or disqualify your bid.
- 5.3. A further warranty of 12 months should be guaranteed for any furniture that breaks as a result of manufacturing defects. Bidders are required to also provide or submit with this bid proof of the 12 months warranty and failure to do so shall disqualify your bid.

6. DELIVERY STRATEGY

- 6.1. Successful bidder/s will be expected to deliver the goods directly to the schools. Delivery will have to be made on school days only and during working hours, i.e. between 08:00 and 15:00 unless otherwise there is a prior arrangement with the school authorities and the school Furniture Unit.
- 6.2. Prior to the issuing of an order, the supplier will have to agree in writing on the final delivery date of the said order, which will form part of the SLA. Goods damaged in transit (i.e. broken, bent, wrapped, scratched etc) will be rejected on arrival and Delivery Notes amended accordingly and no request of partial payments will be entertained.

7. COMPETENCIES AND EXPERTISE REQUIRED

- 7.1. Bidders to be compliant to produce designated 100% local SABS approved specification school furniture, assembled and supplied to schools as per the scope of work. **The bidder must be a manufacturer of school furniture (See Conditions; Functionality)**
- 7.2. The bidder must be in possession of the necessary equipment, machinery and other resources to be able to manufacture furniture within the specified times after receipt of an official Government Order and delivery instructions or prove ability and capacity to do so.
- 7.3. The goods delivered should, strictly be according to specifications otherwise the Department reserves the right to reject the goods.
- 7.4. Bidders must be Computer literate for reporting purposes.
- 7.5. This is a non-committal framework contract, the Department reserves the right to award the bids to more than one furniture manufactures, and goods will request quotes from awarded bidders on an as and when required basis, based on budget availability and the needs from schools in the Province.

8. LEGISLATIVE FRAMEWORK OF THE BID

- 8.1. All bidders are to take note of the implications of contravening the Prevention and Combating of Corrupt Activities Act, Act No 12 of 2004 and any other Act applicable.
- 8.2. Treasury Regulation 16A3 promulgated under Section 76 of the Public Finance Management Act, 1999 (Act, No. 1 of 1999),
- 8.3. The Preferential Procurement Policy Framework Act 2000 (Act, No.5 of 2000) and the Broad-Based Black Economic Empowerment Act, 2003 (Act, No. 53 of 2003),
- 8.4. Preferential Procurement Regulations, 2017, treasury regulations and Value Added Tax Act, 1991 (Act No. 89 of 1991).



44

9. MANDATORY BID REQUIREMENTS

- 9.1. Bidders must be registered as service providers on the Central Supplier Database. If you are not registered, proceed to complete the registration of your company prior to submitting your bid/proposal Proof of registration must be submitted along with the bid.
- 9.2. This bid will only be awarded to the successful bidder after The Eastern Cape Department of Education has verified that the supplier is registered as a supplier on the Central Supplier Database (CSD).
- 9.3. The successful bidder will be expected to submit signed agreements/contracts, relevant to this project, with all the members of the team (managers, technical staff, support staff etc)
- 9.4. These agreements/contracts must be valid for the duration of the project. The agreements must have the valid contact numbers of the institution to enable the Department to verify the validity and authenticity of such agreements or contract.
- 9.5. The Eastern Cape Department of Education reserves the right:
 - 9.5.1. Not to award or cancel this bid at any time and shall not be bound to accept the lowest or any bid.
 - 9.5.2. To award contract or any part thereof to one or more bidders.
 - 9.5.3. To accept part of a tender rather than the whole tender provided that the bidder has quoted for a full list of items in a category.
 - 9.5.4. To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the bid.
 - 9.5.5. To cancel and/or terminate the bidding process at any stage, including after the Closing Date and/or after presentations have been made, and/or after tenders have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.
 - 9.5.6. To award a tender based on which bidder is offering the best value for money, even if such a bidder is not the lowest priced tender.
 - 9.5.7. Award to multiple bidders to spread the risk.
 - 9.5.8. A Bidder must be a South African entity (Company, Close Corporation, Sole Proprietor or individual) or have a local branch office in South Africa. Bidders are required to submit the CIPRO certificate documents and failure to do so will nullify your bid.
 - 9.5.9. The Bidder must comply with all applicable legislation in the Republic of South Africa in the performance of its daily activities, including but not limited to labour legislation and bargaining council agreements, health and safety regulations and environmental laws.
 - 9.5.10. The Eastern Cape Department of Education will reject a Bidder's Tender without any further consideration where that Bidder makes culpable misrepresentation to The Eastern Cape Department of Education in its Tender or at any stage during this process.
 - 9.5.11. No faxed or e-mailed bids will be accepted
 - 9.5.12. Bidders must submit their proposals in line with the specifications. All prescribed services must form part of the proposal. Partial proposals shall be disqualified.
 - 9.5.13. Thorough reference checks shall be conducted. Bidders shall be disqualified if found to have misrepresented information in their proposals.
 - 9.5.14. All bids must be submitted on the official forms provided not to be re-typed or online,
 - 9.5.15. 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 with the bidding documents
 - 9.5.16. 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,



42

- 9.5.17. Bidders must ensure compliance with their tax obligations, a valid tax clearance certificate or a pin as issued by the South African Revenue must be submitted with this bid and failure to provide this information will nullify your bid.
- 9.5.18. The bidder accepts that all costs incurred in the preparation, presentation and demonstration of the solution offered by it shall be for the account of the bidder.
- 9.5.19. All supporting documentation and manuals submitted with its bid will become the Departments' property and will be used for evaluation purposes.

10. SPECIAL CONDITIONS

- 10.1. A bid not complying with the minimum requirements stated hereunder and in sections of this where it indicated that the bidder must comply with such requirements shall be regarded as not being an "Acceptable bid" and as such will be rejected and not be considered for evaluation.
- 10.2. A bid offer shall be rejected if any pages have been removed from the bid document or have not been submitted,
- 10.3. A bid offer shall be rejected if the bid document is completed using a pencil. Only black ink must be used to complete the bid Document,
- 10.4. A bid offer shall be rejected if the bid document has not been properly signed as required in the bid document by a party having the authority to do so,
- 10.5. A duly signed and dated original copy of the company's relevant resolution granting, signing and authority of their members or board of directors must be submitted,
- 10.6. Bid offer shall be rejected if a bidder or any of the directors is listed on the Register of bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act 2004 as a person prohibited from doing business with the State,
- 10.7. Bid offers shall be rejected if the bidder has abused the Department's Supply Chain Management System,
- 10.8. Failure to complete and sign the certificate of independent determination or disclosing of wrong information,
- 10.9. The ECDoE may, before a bid is adjudicated or at any time require the bidder to substantiate claims it has made with regard to preference;
- 10.10. This bid specification shall prevail in the event of a contradiction between the service standard and provision of this bid specification document,
- 10.11. A contract may, on reasonable and justifiable grounds, be awarded to a bidder that did not score the highest number of points.
- 10.12. Only locally manufactured school furniture with a 100% local content will be considered.
- 10.13. The calculation used for determination of local content must be based exclusively on the SABS approved technical specification number SATS 1286:2011.
- 10.14. It must be noted that the certificate of local content of the successful bidder/s will be submitted to the Department of Trade and Industry who will appoint SABS to verify and monitor adherence to the 100% local content stipulation for the entire duration of the contract.



43

10.2 STAGE 2 ELIMINATION IN TERMS OF STIPULATED MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT FOR SCHOOL FURNITURE AND OFFICE FURNITURE

Bid will be eliminated for non-completion / non-submission of the following:

- 10.2.1. Non-completion of SBD 6.2.
- 10.2.2. Non-completion and submission of annexure C.
- 10.2.3. Non-submission of the DTI exemption letter where applicable

11. COMMUNICATION WITH BIDDERS

- 11.1. During the evaluation period of the bids, explanatory information shall be requested in writing from bidders.
- 11.2. Any questions which might arise from bidders during the bidding process before the closing date of the bid must be directed to the relevant officials indicated in this document in seven (7) working days before the closing date of this bid.
- 11.3. Replies to such questions must be submitted, within three (three) working days or as otherwise indicated. Failure to comply, may lead to your bid being disregarded.

12. CONFIDENTIALITY

- 12.1. Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, no information contained in or relating to this bid or a bidder's tender(s) will be disclosed by any bidder or other person not officially involved with the ECDoE examination and evaluation of a Tender.
- 12.2. No part of the bid may be distributed, reproduced, stored or transmitted, in any form or by any means, electronic, photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a Tender.
- 12.3. This bid and any other documents supplied by the ECDoE remain proprietary to the ECDoE and must be promptly returned to the ECDoE upon request together with all copies, electronic versions, excerpts or summaries thereof or work derived there from.
- 12.4. Throughout this bid process and thereafter, bidder(s) must secure the ECDoE written approval prior to the release of any information that pertains to (i) the potential work or activities to which this bid relates; or (ii) the process which follows this bid. Failure to adhere to this requirement may result in disqualification from the bid process and civil action.
- 12.5. No confidential information relating to the process of evaluating or adjudicating tenders or appointing a bidder will be disclosed to a bidder or any other person not officially involved with such process.

13. BRIEFING SESSION

- 13.1. There will be a compulsory briefing session for this tender. Failure to attend the briefing will lead to an automatic disqualification.



444

14. MONITORING

- 14.1. The ECDoE reserves the right to conduct monitoring and evaluation at any stage of the bidding process or contract and should the Department discover any act of wrong doing during the said periods, the Department reserves a right to terminate the contract or reject your bid with immediate effect.

15. BID PRICING STRUCTURE

- 15.1. Prices quoted must be all inclusive (including VAT) per item whether the bidder is registered for VAT or not. Bidders must quote for all items required per category for all the categories or for the full list of items in selected categories i.e. restrict their bids only to their selected categories, using Annexure B attached hereto.
- 15.2. All prices quoted should be in South African currency and must be valid for at least ninety days after the date of closure. Prices will be firm for the first twelve months of the bid, after which proposed price escalations will be considered annually on application in writing by the bidder, and such price escalation shall be considered provided that the price escalation request is aligned with either Consumer Price Indices (CPI) or Producer Price Indices (PPI) and subject to availability of budget.
- 15.3. In instances where the Department does not have adequate funding for such price escalation, the Department reserves a right to negotiate with suppliers for a cost-effective price that will be affordable to the Department.
- 15.4. The prices quoted will be fixed for the first twelve (12) months of the contract.
- 15.5. The application for price escalations will only be considered after the lapse of the period stated in clause 15.4.
- 15.6. The price escalations will be calculated using the formula as displayed in SBD3.2 of the bid document.
- 15.7. **Delivery costs to schools must be included in the pricing as per Annexure B.** Under no circumstances shall the Department pay for storage facility, theft or related cost while the school furniture is in the custody of the manufacturer or in transit to the allocated or identified schools.

16. CONTRACT DURATION

- 16.1. The Department will enter in a contract with awarded bidders' for a period of three (3) years with an option to extended for a further period of no longer than 24 months at the discretion of the Department.
- 16.2. The terms and conditions of the extension shall be outlined in the Service Level Agreement which will be a binding document between the appointed bidders and the Department.



45

17. EVALUATION CRITERIA

The principle applicable to this tender is 90/10 points preference points system. Alignment of the preference points and the principle of Broad-Based Economic Empowerment Act in the calculation and awarding of points to a bidder in accordance with the table below.

B-BBEE STATUS LEVEL CALCULATOR	NUMBER OF POINTS (90/10 SYSTEM)
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1
NON-COMPLIANT CONTRIBUTOR	(DID NOT SUBMIT ANYTHING)

Bidders must submit a valid B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a sworn affidavit as applicable. Failure to submit will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.



446

18. FUNCTIONALITY

DESCRIPTION	QUALIFICATION CRITERIA	MAXIMUM SCORE
Proof of capacity to manufacture School and Office Furniture	a) Detailed list of stock available (with labels or asset numbers or any form of identification unique to the bidder) in the bidders' facility i.e. desks, chairs and any items that the bidder would have quoted for in the bid document (this will be evaluated and verified during the in-loco inspections). The list must be signed and stamped (with a valid date) by the Director of the company or any representative duly authorised to do so). Any list that is not signed, with a date and stamp of the bidder will not be allocated points therefore the bidder will forfeit the points allocated to this criterion.	10
	List of available stock or items not provided and the list does not meet all requirements listed in column "a" above.	0
	b) Proof of Infrastructure facility in a form of a factory where school furniture or furniture is being produced including proof of ownership, square metres of the factory which will include municipal bill or a valid lease agreement signed by the lessee and the lessor and manufacturing equipment list/s. Included in the proof of a production facility there must be a list of machinery for the manufacturing of school and furniture. The machinery or equipment must have serial number/s and proof of ownership must be provided in order for the bidder to score the full mark in this criterion. If there is a letter of intent from the manufacturers' supplier for purchasing of the equipment/machinery, the letter of intent must be from a reputable institution with valid contact numbers in order for the Department to verify the authenticity of such a letter of intent. The letter of intent must further detail the list and full description of machinery which the potential bidder intends to lease or procure.	10
	Proof of a production facility and machinery list not provided and the list does not meet all requirements listed in column "b" above.	0
	MAXIMUM SCORE FOR CAPACITY	20



477

DESCRIPTION	QUALIFICATION CRITERIA	SCORING
Proof of financial capacity and viability	c) Three year Audited financial statements showing financial viability; from 2019/2020, 2020/2021 and 2021/2022.	10
	Two years Audited financial statements showing financial viability; from 2020/2021 and 2021/2022.	7
	Less than two years Audited financial statements showing financial viability and do not reflect a going concern for all the financial years listed above.	0
	d) Proof of funding or a bank letter from a reputable financial institution such as a bank, small business funding institutions committing to fund the bidder an amount not less than R5million rands. The letter must carry a stamp of the funding institution, valid date which is within three months of bid, contact numbers for the institution. The Department will verify the letter with those institutions and no points will be allocated if discovered that the letter is not authentic.	10
	No bank letter or letter from financial institution or the letter does not meet the requirements stated in column "d" above.	0
	MAXIMUM SCORE FOR FINANCIAL CAPACITY AND VIABILITY	20
Detailed proof of human resources capacity: 1. Women 2. Disabled 3. Youth	e) An organogram detailing process flow and current warm bodies to fulfill requirements of this bid. The organogram must be substantiated by CVs of staff members with relevant experience, qualifications and copies of IDs certified for core staff. The organogram must also indicate the number of women employed, people with dis-ability and youth etc.	10
	No organogram/key posts not filled in existing structures and no cv and certified qualifications	0
	MAXIMUM SCORE FOR HUMAN RESOURCE CAPACITY	10
Detailed explanation how will this be achieved	f) Documented ability and processes to produce more than 5000 category 1 items per 7-day period.	25
	Documented ability to produce less than 2999 category 1 item per 7-day period or no evidence of ability to produce category 1 items.	15
	Anything less than 2999 or no evidence of ability to produce category 1 items.	0
	MAXIMUM SCORE FOR CAPACITY PRODUCTION	25



448

DESCRIPTION	QUALIFICATION CRITERIA	SCORING
Proven track record in similar projects.	g) 5 or more references with contact details and letter of recommendation	15
	3 and more references with contact details and letter of recommendation	5
	Less than 3 or no reference	0
	MAXIMUM SCORE FOR CAPACITY PRODUCTION	15
Location of production facility	h) Production facility within the Eastern Cape.	10
	Production facility outside of the Eastern Cape	5
	MAXIMUM SCORE FOR CAPACITY PRODUCTION	10
		100

BIDDERS WHO SCORE BELOW 70 POINTS WILL BE ELIMINATED AND NOT PROCEED FOR FURTHER EVALUATION.

19. ALL BIDS SHOULD BE POSTED OR HAND DELIVERED TO:

The Eastern Cape Department of Education
Steve Tshwete Complex, Zone 6
Zwelitsha
KING WILLIAM'S TOWN

Submissions can be delivered into the tender box between 08h00 and 16h30 Monday to Friday prior the closing of 5th September 2022

Submissions should be in a sealed envelope marked the name of the BID NUMBER: **SCMU6-22/23-0002: REPUTABLE SPECIALIST MANUFACTURERS ARE REQUESTED TO PROVIDE MANUFACTURING AND DELIVERY OF FULLY ASSEMBLED FURNITURE FOR ALL PUBLIC SCHOOLS IN THE EASTERN CAPE PROVINCE FOR A PERIOD OF THREE (3) YEARS WITH AN OPTION TO RENEW THE CONTRACT FOR A PERIOD OF TWO (2) AT THE DISCRETION OF THE DEPARTMENT AND BASED ON A NEED, BUDGET AVAILABILITY AND SUPPLIER PERFORMANCE.**

20. CLOSING DATE AND TIME

The closing date is 05 September 2022 at 11h00. No late submission will be accepted.



449

21. BID ENQUIRIES AND CONTACT PERSON

No telephonic or any other form of communication relating to this proposal will be permitted with any other ECDoE member of staff either by Bidders (as collective bidding team or individual of the bidding team), representative of Bidders, associates of Bidders, shareholders of Bidders, other than with the named individual stated below.

ANY MEANS OF ATTEMPT TO INFLUENCE ADJUDICATION PROCESS OR OUTCOMES OF ADJUDICATION PROCESS WILL RESULT IN IMMEDIATE DISQUALIFICATION OF THE ENTIRE BIDDING PROCESS.

22. REQUEST FOR FURTHER INFORMATION

All enquiries regarding the bid document and information may be directed to the following officials:

TECHNICAL ENQUIRIES:

MR S.B Lukhozi
Tel: 040 608 4213
Fax: 040 608 4117
Email address: Sibusiso.lukhozi@ecdoe.gov.za

BID ENQUIRIES:

Mr. P Nxozana
Tel 040 608 4524
Fax: 040 608 4663
Email address: pakamile.nxozana@ecdoe.gov.za

Compiler:

MR S. LUKHOZI
DIRECTOR: SCHOOL RESOURCE PLANNING

14/07/2022
DATE



50

~~RECOMMENDED/NOT RECOMMENDED~~




MS N. FIKENI
CHAIRPERSON: BID SPEC COMMITTEE

26 July 2022
DATE



MR. D. DELPORT
MEMBER: BID SPEC COMMITTEE

26 July 2022
DATE




MR. S. GOVIND
MEMBER: BID SPEC COMMITTEE

26 July 2022
DATE

MS P. TABATA
MEMBER: BID SPEC COMMITTEE

DATE

~~APPROVED/NOT APPROVED~~



MR. M. D. QWASE
ACTING HEAD OF DEPARTMENT

26 August 2022
DATE



THE DIRECTORATE SCHOOL RESOURCING AND ADMINISTRATION

Steve Vukile Tshwete Complex • Zone 6 Zwelitsha, • 5608, Private Bag X0032 • BHISHO 5605 REPUBLIC OF SOUTH AFRICA

ANNEXURE A: (PRICING STRUCTURE)

1.1. UNIT PRICES PER CATEGORY – CLASSROOM FURNITURE

Category	Item Description	Unit Price	Unit Price (inc VAT)	Price per 100 items (inc VAT)
CLASSROOM FURNITURE	Lower primary chair polypropylene 350mm H- Blue			
CLASSROOM FURNITURE	Higher primary chair polypropylene 400mm H – Red			
CLASSROOM FURNITURE	Secondary chair polypropylene 450mm H – Orange			
CLASSROOM FURNITURE	Lower primary table 1000x450x75mm H – Saligna			
CLASSROOM FURNITURE	Higher primary table 1000x450x650mm H – Saligna			
CLASSROOM FURNITURE	Secondary table 1200x450x750mm H – Saligna			
CLASSROOM FURNITURE	Secondary table 750x450x750mm H – Saligna			
CLASSROOM FURNITURE	Primary combination desk 1065x400x650mm H – Saligna			
CLASSROOM FURNITURE	Secondary combination desk 1200x400x750mm H - Saligna			
CLASSROOM FURNITURE	Secondary combination desk 600x400x750mm H – Saligna			
CLASSROOM FURNITURE	Staffroom table 1200x700x750mm H – Saligna			
CLASSROOM FURNITURE	Teacher's desk 1200x700x750mm H - 2 drawers – Saligna			
CLASSROOM FURNITURE	Office desk 1500x850x750mm H - 2 drawers – Saligna			
CLASSROOM FURNITURE	Office Table 1500 x850x750 H – Saligna			
CLASSROOM FURNITURE	Correspondence rack 820x335x128mm H – 3 Division – Saligna			
CLASSROOM FURNITURE	Pigeon Hole OKOLUME Veneer 1500x900x360			
CLASSROOM FURNITURE	Glazed door bookcase 900x360x1500mm H- Saligna/Okoume			
CLASSROOM FURNITURE	Computer table 1200x700x750mm H with CPU holder-Saligna			
CLASSROOM FURNITURE	Filing cabinet 465x625x1300mm H - 4 drawers – Steel			
CLASSROOM FURNITURE	Stationery cupboard 900x450x1800mm H-2 doors –Steel			
CLASSROOM FURNITURE	Stationery cupboard 900x450x900mm H-2 doors –Steel			
CLASSROOM FURNITURE	Teacher's chair without arms - 4 legged – Upholstered			
CLASSROOM FURNITURE	Teacher's chair with arms - 4 legged – Upholstered			
CLASSROOM FURNITURE	Typist chair adjustable seat – 5 star base – Upholstered			

51



52

ANNEXURE A: (PRICING STRUCTURE)
1.2. UNIT PRICES PER CATEGORY – OFFICE FURNITURE

Category	Item Description	Unit Price	Unit Price (inc VAT)	Price per 100 items (inc VAT)
OFFICE FURNITURE	Principal's desk 3 drawers lockable 1500x850x750 H Saligna			
OFFICE FURNITURE	Office table 1500x850x 750mm H- Saligna			
OFFICE FURNITURE	Office desk 1500x850x750mm H-3 drawers – Sligna			
OFFICE FURNITURE	Telephone table 900x450x750mm H – Saligna			
OFFICE FURNITURE	Correspondence rack 820x335x128mm H – 3 Division – Saligna			
OFFICE FURNITURE	Pigeon hole 900x360x1500mm H – 30 Division – Saligna			
OFFICE FURNITURE	Glazed door bookcase 900x360x1500mm H – Saligna			
OFFICE FURNITURE	Computer table 1200x700x750mm H with CPU holder – Saligna			
OFFICE FURNITURE	Filling cabinet 465x625x1300mm H – 4 drawers – Steel			
OFFICE FURNITURE	Stationery cupboard 900x450x1800mm H – 2 doors- Steel			
OFFICE FURNITURE	Stationery cupboard 900x450x900mm H -2 doors-Steel			
OFFICE FURNITURE	Coat and hat stand 610x1580mm H – Steel			
OFFICE FURNITURE	Side table 1200x700x750mm H with shelf – Oak Melamine			
OFFICE FURNITURE	Credenza 900x450x750mm H with sliding doors – Oak Melamine			
OFFICE FURNITURE	Shelving unit 900x300x900mm H – 2 tier – Oak Melamine			
OFFICE FURNITURE	Stationery cupboard 900x360x1500mm H – 2 doors – Oak Melamine			
OFFICE FURNITURE	Filing cabinet 487x550x1350mm H – 4 drawers – Oak Melamine			
OFFICE FURNITURE	Coffee table 900x450x400mm H – Oak Melamine			
OFFICE FURNITURE	Correspondence rack 770x353x76mm H – 3 division – Oak Melamine			
OFFICE FURNITURE	Pigeon hole 900x 360x1500mm H – 30 division – Oak Melamine			
OFFICE FURNITURE	Shelving unit 900x300x1200mm H – 3 tier – Oak Melamine			
OFFICE FURNITURE	Shelving unit 900x300x1500mm H -4 tier – Oak			
OFFICE FURNITURE	Shelving unit 900x300x1800mm H – 5 tier – Oak Melamine			
OFFICE FURNITURE	Meeting table 1200mm round x 750mm H – Oak Melamine			
OFFICE FURNITURE	Teacher's chair without arms – 4 legged – Upholstered			
OFFICE FURNITURE	Teacher's chair with arms – 4 legged – Upholstered			
OFFICE FURNITURE	Typist chair adjustable seat – 5 star base – Upholstered			

ANNEXURE A: (PRICING STRUCTURE)
1.2. UNIT PRICES PER CATEGORY – OFFICE FURNITURE..... continued

Category	Item Description	Unit Price	Unit Price (Inc VAT)	Price per 100 Items (Inc VAT)
OFFICE FURNITURE	Side chair with arms – 4 legged – Upholstered			
OFFICE FURNITURE	Side chair with arms – sleigh base – Upholstered			
OFFICE FURNITURE	Low back swivel and tilt chair with arms – 5 star base – Upholstered			
OFFICE FURNITURE	High back swivel and tilt chair with arms – 5 star base – Upholstered			
OFFICE FURNITURE	<i>Circulation Desk Saligna 1800x900x750</i>			
OFFICE FURNITURE	Notice board 1200x900mm - Carpet surface with aluminium frame			
	TOTAL PRICE YEAR 1			

SUMMARY

Price for Year 1: _____

Price for Year 2: _____

Price for Year 3: _____

53