HEAD OFFICE – SUPPLY CHAIN MANAGEMENT
PHYSICAL ADDRESS – 7 Beatrice Street Albertina Sisulu Building Qonce 5606
POSTAL ADDRESS: Private Bag X0039 Bhisho 5606 | REPUBLIC OF SOUTH AFRICA
Tel: +27(0)43 605 5322 | Cell +27(0)64 608 2853 | Email Address: Veliswa.matha@ecdsd.gov.za | Website: www.ecdsd.gov.za

ADVERTISEMENT
SCMU4 - 26/27 - 0015

APPOINTMENT OF A MANUFACTURER AND OR ASSEMBLER OF OFFICE FURNITURE TO SUPPLY, DELIVER AND INSTALL THE OFFICE FURNITURE AT MQANDULI SERVICE OFFICE

Issued by:
Province of the Eastern Cape
Department of Social Development

Private Bag X0039
Bisho
5605

Contact Person:
Ms. N. Nkalashe
Tel: 082 776 6170 (for specification related enquiries)

Ms. V. Matha / Ms. N. James / Mr M. Vukubi
Tel: 064 608 2853 / 078 683 7883 / 082 779 9347 (for completion of document)

Name of Company/Bidder: _____

CSD/Supplier Number: MAAA_____

Company/Bidder's Tel/Cell: _____

Company Email Address: _____

COMPULSORY BRIEFING SESSION DETAILS:

DATE: **27 NOVEMBER 2026 AT 10H00**
VENUE: **ERF 13 MAIN ROAD**
MQANDULI

QUOTATIONS MUST BE SUBMITTED BY 11H00 ON 11 JANUARY 2027 IN THE TENDER BOX AT: DEPARTMENT OF SOCIAL DEVELOPMENT OFFICES, SITUATED AT 7 ALBERTINAH SISULU HOUSE, BEATRICE STREET, KING WILLIAMS TOWN

Closing Date: 11 JANUARY 2027 **Closing Time: 11H00**

NAME OF DEPARTMENT: SOCIAL DEVELOPMENT

BID NUMBER: SCMU4 -26/27- 0015

APPOINTMENT OF A MANUFACTURER AND OR ASSEMBLER OF OFFICE FURNITURE TO SUPPLY, DELIVER AND INSTALL THE OFFICE FURNITURE AT MQANDULI SERVICE OFFICE

NO	Item Description	Checked by Bidder	Verified By Department	Signature of Verifier	Comments (if any)
1.	Quotation is only valid when signed by the service provider or with a company stamp signed by a director or person with authority.				
2.	In case of a Joint Venture/Consortium: • Copy of signed agreement clearly indicating roles and responsibilities in accordance with conditions stipulated in paragraph 19.1 must be attached; • Proof of CSD registration of the Joint Venture / Consortium as a single entity must be attached;				
3.	Completed and signed SBD 1 and SBD4				
4.	Correction fluid of any kind MUST NOT be used. Any corrections made ON PRICE must be made by drawing a line across the incorrect statement, writing in the correct details above the same and subsequently endorsing the entry with the bidder's initials.				
5.	Annexures A, B and C to be fully completed and signed				
6.	Attendance of compulsory briefing session and site visit				

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (SOCIAL DEVELOPMENT)					
BID NUMBER:	SCMU4 – 26/27 - 0015	CLOSING DATE	11 JANUARY 2027	CLOSING TIME:	11H00
DESCRIPTION	APPOINTMENT OF A MANUFACTURER AND OR ASSEMBLER OF OFFICE FURNITURE TO SUPPLY, DELIVER AND INSTALL THE OFFICE FURNITURE AT MQANDULI SERVICE OFFICE				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT

DEPARTMENT OF SOCIAL DEVELOPMENT

ALBERTINA SISULU HOUSE

7 BEATRICE STREET

KING WILLIAMS TOWN, 5600

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	**Ms V. Matha / Ms N. James / Mr M. Vukubi**	CONTACT PERSON	**Ms. N. Nkalashe**
TELEPHONE NUMBER	**064 608 2853 / 078 683 7883 / 082 779 9347**	TELEPHONE NUMBER	**082 776 6170**
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	veliswa.matha@ecdsd.gov.za noludwe.james@ecdsd.gov.za mpendulo.vukubi@ecdsd.gov.za	E-MAIL ADDRESS	nonkosi.nkalashe@ecdsd.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
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B
TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF THE BIDDER: .....

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

DATE: .....

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: SCMU4-26/27-0015
Closing Time 11:00	Closing date: 11 JANUARY 2027

OFFER TO BE VALID FOR **90** 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

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

1.1 Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa, 1996 (Constitution), and further expressed in the various applicable legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

1.2 If a person is 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. DECLARATION ON EMPLOYMENT BY ORGAN OF STATE

2.1 Is the bidder, or any of the directors / trustees / shareholders / members / partners of the bidder employed by an organ of state, as defined in section 239 of the Constitution? **YES/NO**

2.2 If YES, furnish particulars of the names, individual identity numbers, in the table below:

Full Name	**Identity Number**	**Name of organ of state**

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

---

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

2.3.1 If so, furnish particulars:

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

2.4 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**

2.4.1 If so, indicate all companies registered in the CSD in the table below:

Supplier registration number (MAAA)	**Status (active/inactive/deleted)**

Failure to disclose all CSD-registered active companies linked to all Directors will lead to disqualification.

3 GENERAL DECLARATION

I, ..., the undersigned, 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 to be false.

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.

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

3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to

the date and time of the official bid opening or of the awarding of the contract.

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

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

I CERTIFY THAT THE ABOVE IS CORRECT.

I ACCEPT THAT THE PROCURING INSTITUTION MAY REJECT THE BID OR TAKE APPROPRIATE ACTION AGAINST ME IF THIS DECLARATION IS FALSE.

.....	.....
Signature	Date
.....	.....
Designation	Name of bidder

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

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

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

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1. GENERAL CONDITIONS

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

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

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

a) The applicable preference point system for this tender is the 80/20 preference point system.

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

(a) Price; and

(b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 **or** **90/10**

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Gender (Women ownership)	6	
No Franchise (Black ownership)	2	
Disability	3	
Youth	3	
Locality (Eastern Cape)	6	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium
One-person business/sole propriety
Close corporation
Public Company
Personal Liability Company
(Pty) Limited
Non-Profit Company
State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm,

certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

i) The information furnished is true and correct;

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

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: .....

DATE: .....

ADDRESS: .....

.....

.....

.....

CONTRACT FORM - PURCHASE OF GOODS/WORKS

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:

   (i) Bidding documents, *viz*
   - Invitation to bid;
   - Proof of tax compliance status;
   - Pricing schedule(s);
   - Technical Specification(s);
   - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
   - Bidder's Disclosure form;
   - Special Conditions of Contract;

   (ii) General Conditions of Contract; and
   (iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

WITNESSES

1 .....

2. .....

DATE: .....

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CONTRACT FORM - PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as.....
accept your bid under reference number .....dated.....for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).

2. An official order indicating delivery instructions is forthcoming.

3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

4. I confirm that I am duly authorised to sign this contract.

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1. .....

2. .....

DATE .....

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

July 2010

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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.

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.

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SPECIFICATION FOR THE APPOINTMENT OF A MANUFACTURER AND OR ASSEMBLER OF OFFICE FURNITURE TO SUPPLY, DELIVER AND INSTALL THE OFFICE FURNITURE AT MQANDULI SERVICE OFFICE.

1. BACKGROUND

Mqanduli Service Office previously did not have dedicated office accommodation. The Department of Public Works has recently completed the construction of a new building, which will serve as the official office premises for the Service Office. As this is a newly established facility, there is no existing office furniture available for use or replacement. Therefore, new office furniture is required to equip the office and ensure its operational readiness.

2. OBJECTIVE

The objective of this bid is to appoint a suitably qualified Service Provider to supply, deliver, and install office furniture for the Mqanduli Service Office. The furniture will be used to equip the newly completed office building and provide a functional working environment for employees.

3. SCOPE

The successful bidder is expected to:

a. Supply, deliver and install office furniture at Mqanduli Service Office on behalf of the Department of Social Development, according to the specification below.
b. The bidder is to provide a five-year repair, maintenance, and relocation warranty certification for all the office furniture items mentioned in the specification below. In addition, the bidder must provide a maintenance plan and a five-year guarantee as from date of delivery and installation.
c. Install the office furniture so that it is ready for use.
d. The Department is requesting Office Furniture Manufacturers and / or Assembler's of office furniture to provide the following:

Table 1: Minimum Specifications:

#	Specification	Quantity
1	**EXECUTIVE HIGH BACK CHAIR** ➢ Genuine black leather upholstery ➢ One-piece moulded plywood shell with lumbar support ➢ High-density foam cushioning ➢ Heavy-duty nylon armrests with steel reinforcement ➢ Multi-function swivel & tilt mechanism with forward knee tilt	60

	➢ Gas height adjustment (Class 3 or 4) ➢ 5-star heavy-duty nylon base with castors ➢ Load capacity ≥ 120–135 kg ➢ Reinforced structural stress points ➢ Ergonomic high-back design 	
2	**VISITORS' ARMCHAIR** ○ Fabric ○ 1 Piece fully moulded mid back shell ○ Curved poly armrest on steel sub frame ○ Metal sleigh base frame ○ Black epoxy coated finish	40
3	**L-SHAPED RECEPTION COUNTER** The reception counter shall comprise an L-shaped configuration with the following minimum specifications: **Dimensions** • Overall dimensions: 1898 mm × 1898 mm × 1160 mm (H). • Counter to provide adequate workspace and privacy for reception staff while maintaining a professional appearance for visitors. **Construction** • Constructed from high-quality melamine-faced board in a two-tone finish comprising Barrel Oak and a complementary Colour. • Work surfaces and transaction tops to be manufactured from 32 mm thick melamine board. • All exposed edges to be finished with 2 mm impact-resistant PVC edging. • Counter to incorporate a raised transaction top for visitor interaction and privacy. • Full-length modesty panels to be fitted to all exposed working areas. • Counter structure to be rigid, stable and suitable for high-traffic office environments. **Cable Management** • Minimum of two (2) cable management ports (grommets) are incorporated into the work surface. • Integrated wire management basket/tray mounted beneath the worktop for organised routing of power and data cables. • Designed to ensure concealed cable management and a neat appearance. **Levelling** • Adjustable ferrules/levelling feet to accommodate uneven floor surfaces.	1

	RECEPTION STORAGE PEDESTALS The reception counter shall include two (2) integrated storage units with the following specifications: **Dimensions** • 400 mm (W) × 750 mm (D) × 1200 mm (H) each. **Construction** • Manufactured from high-quality melamine-faced board in matching Barrel Oak finish. • Top panels to be a minimum of 32 mm thick. • All exposed edges finished with durable 2 mm PVC edging. • Units to be securely integrated into the reception counter design. **Drawer Configuration** Each storage unit shall consist of: • Two (2) standard stationery drawers. • One (1) deep filing drawer suitable for A4 and Foolscap suspension files. • Filing drawer fitted with a steel suspension filing frame. **Hardware** • Heavy-duty metal drawer runners with smooth full-extension operation. • Durable metal drawer internals. • Central locking mechanism securing all drawers simultaneously. • Supplied with a minimum of two keys per locking unit. • Ergonomic handles in brushed aluminium, silver, or approved equivalent finish. **Levelling** • Height-adjustable ferrules/levelling feet.	
4	**EXECUTIVE DESK** **Dimensions** • Overall desk dimensions: 2200 mm (W) × 1000 mm (D) × 750 mm (H). **Worktop** • Worktop manufactured from premium-grade Walnut veneer on engineered board substrate. • Minimum thickness: 32 mm. • Finished with a solid Walnut 32 mm square-edge profile. • Surface to be scratch-resistant, heat-resistant and suitable for executive office use. • All veneer surfaces to be sealed and finished with a durable clear protective coating.	2

Desk Structure and Legs

- Desk legs and support panels manufactured from 40 mm thick high-density MDF with a black finish.
- Decorative routed groove detailing incorporated into leg panels:
  - Grooves spaced at approximately 80 mm centres.
  - Groove depth approximately 15 mm.
- Structural components designed to provide maximum stability and rigidity.
- Adjustable levelling feet fitted to accommodate uneven floor surfaces.

Assembly Requirements

- Worktop to be securely fastened using threaded steel inserts and M6 Pozi bolts or approved equivalent fixing system.
- CNC-machined and precision-manufactured components to ensure accurate assembly.
- No chipboard screws shall be used in structural connections.
- Laser-cut steel spacing brackets or approved equivalent shall be used where required to ensure structural integrity and alignment.
- All fixings to be concealed where practical to maintain a premium executive appearance.

Cable Management

- Minimum of two (2) cable management ports (grommets) integrated into the worktop.
- Provision for concealed routing of power and data cables.

MODESTY PANEL

- Full-width modesty panel fitted beneath the desk worktop.
- Constructed from Walnut veneer board matching the desk finish.
- Minimum thickness: 16 mm.
- Minimum depth: 450 mm.
- Securely fixed to the desk structure.

CREDENZA / PEDESTAL STORAGE UNIT

The executive desk shall be supplied with one integrated credenza storage unit.

Dimensions

- 1200 mm (W) × 600 mm (D) × 732 mm (H).

Construction

	• Constructed from high-quality engineered board with Walnut veneer and black accent finishes to complement the executive desk. • Durable construction suitable for daily office use. **Roller Door Section** • Black PVC roller-door slats. • Smooth-operating roller mechanism. • Lockable with a minimum of two keys supplied. • One (1) adjustable internal shelf. **Drawer Configuration** • Two (2) standard stationery drawers. • One (1) deep filing drawer suitable for A4 and Foolscap suspension files. • Filing drawer fitted with a filing frame or suspension cradle. **Hardware** • Heavy-duty metal drawer runners with smooth full-extension operation. • Durable PVC or metal drawer internals. • Black bar handles. • Central locking mechanism securing all drawers simultaneously. • Height-adjustable ferrules/levelling feet. 	
5	**WORKSTATION DESK** The workstation desk shall consist of the following: • Dimensions: 1800 mm (L) × 750 mm (D) × 750 mm (H) • Straight desk design with a floating worktop positioned approximately 10–13 mm above the steel frame. • Worktop manufactured from high-quality 32 mm thick melamine-faced board in Barrel Oak finish. • All exposed edges to be finished with 2 mm impact-resistant PVC edging. • CNC-machined and grommeted worktop securely fastened to the frame. • Minimum of two (2) cable management ports (grommets) for power and data cable routing. • Smooth, scratch-resistant, heat-resistant and easy-to-clean surface.	3

Desk Frame

The desk frame shall comprise:

- Heavy-duty powder-coated steel frame construction.
- Rectangular steel tubing measuring 75 mm × 25 mm minimum.
- Closed square steel leg design.
- Reinforced metal support box beam system for structural stability.
- Bolted frame-to-leg construction for ease of assembly and maintenance.
- Adjustable levelling feet to accommodate uneven floor surfaces.
- Corrosion-resistant powder-coated finish in black, silver or approved standard colour.

Modesty Panel

- Full-width modesty panel fitted beneath the worktop.
- Manufactured from melamine-faced board matching the desk finish.
- Securely fixed to the desk frame.
- Minimum thickness: 16–18 mm.

Roller Door Credenza Storage Unit

The workstation shall include a lockable roller-door credenza with the following specifications:

- Dimensions: 1200 mm (L) × 600 mm (D) × 720 mm (H) minimum.
- Constructed from high-quality melamine-faced board in matching Barrel Oak finish or approved equivalent.
- Top and base panels to be a minimum thickness of 22 mm.
- Exposed edges finished with durable PVC edging.
- Silver aluminium or PVC roller doors.
- One (1) adjustable internal shelf.
- Lockable mechanism supplied with a minimum of two keys.
- Heavy-duty construction suitable for office document storage.
- Height-adjustable levelling feet.

Mobile Pedestal

The workstation shall include a lockable desk-height pedestal with the following specifications:

- Three-drawer configuration comprising:
  - Two (2) standard stationery drawers.
  - One (1) deep filing drawer suitable for suspension files.
    - Filing drawer fitted with a steel suspension file cradle compatible with A4 and Foolscap files.
    - Metal drawer runners with smooth full-extension operation.
    - Durable metal drawer internals.
    - Milano-style grip handles or approved equivalent.
    - Central locking system securing all drawers simultaneously.

	• Supplied with a minimum of two keys. • Height-adjustable ferrules/levelling feet. • Finish to match the workstation desk. 	

6	**SMALL WORKSTATION WITH STORAGE**
	Overall Size
	• Approximately 1900mm (W) x 750mm (D).
	
	Desk
	• Straight desk measuring approximately 1500mm (W) x 750mm (D).
	• Durable barrel oak melamine finish in a wood-grain colour (or approved equivalent).
	• Desk top minimum 22mm thick.
	• Cable management provision, including desktop cable access and under-desk cable management system.
	• Metal frame construction with adjustable levelling feet.
	• Modesty panel fitted beneath desk.
	
	Storage Pedestal
	• Desk-height storage pedestal approximately 420mm (W) x 755mm (D) x 700mm (H).
	• Matching finish to desk.
	• Minimum configuration:
	  ○ Two stationery drawers.
	  ○ One filing drawer suitable for hanging files.
	• Lockable.
	• Integrated cable management provision where applicable.
	
	Top Filer / Additional Storage Unit
	• Storage unit approximately 755mm (W) x 420mm (D) x 360mm (H).
	• Designed to sit securely on top of the pedestal.
	• Matching finish to desk and pedestal.
	• Open storage compartment.
		54

		
7	**POWER DOCK INCLUDING – FITS FLUSH TO THE TOP** ➢ **1 x Slimline omega power dock** ○ 2 x SA Normal socket ○ 1 x ZA New SA socket ○ 1 x 2 Port powered USB charging socket ○ 2 x FDI Plates only – for Krone Rj45 connections ○ x Cut out to desk ○ **Operating voltage:** 110V to 250 VAC @ 50/60Hz ○ **Input cable type:** 16A or 20A ➢ **1 x Oblique - Input / Interconnecting power cables** ○ 2M ○ Normal power	54
8	**DOUBLE HINGED DOOR WALL UNITS** **Dimensions** • Overall unit size: approximately 1800mm (H) × 1800mm (W) × 450mm (D). • Consisting of two adjoining storage units, each approximately 1800mm (H) × 900mm (W). **Construction and Finish** • Top and base manufactured from commercial-grade particleboard, MDF or plywood complying with the applicable SANS standards, formaldehyde emission class E1 or better. Top and base panels minimum 25mm thick; carcass panels minimum 16mm; back panels minimum 6mm, securely fixed. **Edges** • All exposed edges finished in solid timber lipping or colour-matched impact-resistant edging of minimum 2mm. **Finish:** • Rose wood veneer or high-pressure melamine in a dark wood tone (rosewood, mahogany, walnut or similar), with contrasting sprayed lacquer (Duco-type) accent panels permissible.	2

	Shelves: • Adjustable shelves in each compartment (minimum two per upper compartment and one per lower compartment), minimum 16mm thick, adjustable in height increments, each with a safe working load of at least 25kg. **Doors and locks:** • Solid hinged doors on commercial-grade metal hinges with a minimum of 100 opening. All doors lockable, each lock supplied with two keys. **Levelling:** • Height-adjustable levelling feet to compensate for uneven flooring. 	
9	**HINGED DOOR SYSTEM CUPBOARD** • 1500h x 900w x 450d • Barrel oak melamine finish • Full 22mm thick top & base • 22mm Banded PVC profile • 3 x Adjustable shelves • Height adjustable ferrules • Lockable 	50
10	**22-SEATER BOARDROOM TABLE** **1. Configuration** • Overall size assembled: 7 600mm (L) x 1 500mm (W) x 732mm (H)	1

	• Supplied as 2 x table sections: 3 800mm x 1 500mm x 732mm (H) each, joined on-site to form one continuous 7 600mm table • Joining method: [bolt/cam-lock/dowel — please confirm], ensuring a flush, gap-free join at the seam **2. Tabletop** • Finish: Barrel Oak melamine (single finish, no substitutions) • Board thickness: 25mm or 32mm • 32mm banded PVC profile **3. Frame/Legs** • Material: Rectangular heavy-duty tube steel frame, extra-strong gauge (2mm) • Legs: 100mm x 60mm steel tube, with levelling feet • Quantity of leg frames per 3 800mm section: • Fixing: CNC-grommeted fastening points to secure frame to tabletop • Finish: Black epoxy powder-coated **4. Cable Management** • Wire mesh cable tray, mounted centrally under each table section via 2 x mounting brackets per section • Cable tray dimensions: 1 200mm (L) x 100mm (W) x 80mm (H) • Access grommets: CNC-cut grommet holes in tabletop for cable pass-through.	
11	**BOARDROOM CHAIRS** **EXECUTIVE HIGH BACK CHAIRS** **Backrest:** ➢ Backrest made with Inner Steel tube frame with Injection moulded foam outer. ➢ Backrest attached to mechanism with 8mm Steel Bracket. ➢ Stitching Detail on Backrest. **Arms:** ➢ Each Chair is fitted with Elliptical Tube Chrome Z-Arms with Nylon Armpads. **Seat:** ➢ Locally Manufactured 3-dimensional plywood seat is 480mm Wide. ➢ Locally Manufactured moulded foam is used for Improved Longevity. ➢ Stitching Detail on Seat. **Mechanism / Gas / Base:** ➢ Each chair is fitted with a BIFMA approved Synchro Mechanism with Infinite locking position. ➢ Each chair is fitted with a BIFMA approved Class 4 gas spindle.	22

	➢ The 700mm Chrome Loop base is BIFMA approved with a breaking point of 900Kg's. The base is complete with 50mm Nylon Castor's. **Upholstery:** ➢ Upholstery in Genuine Bovine Leather – Colour: Black or Grey ➢ 5 Year Guarantee from Leather Supplier (Letter confirmation to be part of bid) ➢ Each Chair is supplied with a 5-year guarantee, under conditions of normal wear & tear. ➢ Normal Use is considered a 5 Day week / 8 Hour Day. ➢ Genuine Bovine Leather to be Guaranteed for 5 Years. **Note:** BIFMA (an accredited certification body for the Business and Institutional Furniture Manufacturers Association's) 	
12	**4 DOOR SERVER UNIT** • 2000 x 600 x 960H • Barrel Oak melamine finish • 22mm Thick top & 22mm thick base • Adjustable shelves • 4 x Hinged doors - Lockable • Heavy duty steel base frame -Powder coated Black o Height adjustable ferrules	2
13	**5-SEATER BENCH SEAT – NEW CHROME DELUXE** • 2890mm W x680mm D x 800mm H • 5-Seater On Beam • Ergonomically Shaped • Cross beam 2.0mm triangle steel tube, • Aluminum powder coated tube • Arms and legs heavy duty 1.2mm steel tubing • Seats 1.3mm cold rolled steel with surface powder coating • Low Maintenance And Cleaning Required • Fixed to concrete floors	2
14	**3-SEATER BENCH SEAT – NEW CHROME DELUXE** • 1800mm W x680mm D x 800mm H • 3 Seater On Beam • Ergonomically Shaped Cross beam 2.0mm triangle steel tube, • Aluminum powder coated tube • Arms and legs heavy duty 1.2mm steel tubing • Seats 1.3mm cold rolled steel with surface powder coating • Low Maintenance And Cleaning Required	2

15	**COFFEE TABLE** • 1500 x 710 x 400 (h) • Melamine finish of choice • 22mm thick top • 22mm Banded PVC profile • Floating top • Metal framework Powder coated – Black	1
16	**SINGLE BED CONSISTING OFF:** • 1 x 1950W x 1000D x 1900H single bed • Epoxy powder coated finish - Black • Rectangular tube metal framed leg • 75mm x 25mm Metal frame • Metal support box beams • Bolts into legs • Weld mesh base	2
17	**SINGLE MATTRESS – SPECIAL SIZE** • *Mattress:*1000x1950x150mm thick • High density virgin foam (min. 23kg/m³ density) with • Taped edged Geo Quilted Warp knit cover Blue	2
18	**WOOD BEDSIDE PEDESTAL** • Size: 550h x 450w x 350mm deep • Barrel Oak melamine finish • Pull out draw – telescopic draw runners • Open middle section • 16mm carcass	2
19	**PLASTIC KIDS TABLE** • 470H x 800W x 800D • Red / Blue / Green / Yellow • Plastic finish • Unit to have rounded corners • Unit to seat up to 4 children 	1
20	**KIDS STACKABLE CHAIR** • Red / Blue / Green / Yellow • Fully moulded plastic chair	4

	• 300H	
21	**DOUBLE SEATER COUCH** • Upholstered seat, backrest & sides • Stuart Graham, Mercis - Dakar • 1750w x 890d x 765h • Seat depth 760mm • Seat height 440mm (Curved front edge) • Backrest height 765mm • Includes loose lumber cushions. • Feet are powder coated black and are adjustable	2
22	**SORTING TABLE** • 1500 x 750 Straight steel desk • (Floating top by 10-13mm Above frame) • Barrel Oak melamine finish • 32mm Flat PVC profile • Full 32mm Thick top CNC Grommeted to fasten to frame • 2 Wire management portholes • Rectangular tube metal framed leg – powder coated black • Square framed closed steel leg • 75mm x 25mm Metal frame • 1 x Metal support box beams • Boltss into leg • Adjustable levelling feet • Modesty panel • Barrel Oak melamine finish	2
23	**DESK-BASED SCREENS** •1 x 1450 x 360 x 25T fabric screen ○ Weavers' world • Vulcan Slate ○ 2 x Cocoon fixing brackets	4
24	**VISITORS ARMCHAIRS** • Black GENUINE leather upholstery • Fully moulded midback shell • Integral armrest • Metal sleigh base ○ frame Black epoxy coated finish	4
25	**EXECUTIVE HIGH BACK CHAIR** ▪ GENUINE leather upholstery ✓ Ruched detail ▪ 1 Piece fully moulded high back shell ▪ Poly armrest - Genuine leather capping ▪ Swivel & tilt action ✓ Forward knee tilt mechanism ▪ Gas height adjustment	2

	▪ 5 Star nylon castor base 	

4. COMPULSORY SITE VISIT

The Department will conduct a compulsory briefing session to assist bidders to submit competitive bids. The compulsory briefing session date, time and venue are indicated in the advertisement. Failure to attend the compulsory briefing session will lead to automatic elimination of the bid.

5. DELIVERY PERIOD

Office furniture must be delivered and installed at Mqanduli Service Office within a period of two (2) months after receiving an official order.

Contact:

- Mr. V. Magwanisha: 066 038 1726
- Ms. N Nkalashe: 082 77661 70
- Mr. L Ntungo: 066 409 3339

6. PRICES

6.1 Bidders must submit quotation by completing the attached pricing schedule (Annexure B).

6.2 Prices must be inclusive of VAT. If not confirmed, the Department will assume that the price quoted is inclusive of VAT. The Department does not pay VAT to service providers that are not registered with SARS as VAT vendors. Bidders must take note of the prescribed threshold for compulsory registration for VAT. The department will not be liable for VAT payment which was not included in the original quotation.

6.3 Bidders must ensure that the quotes submitted have no arithmetic errors as the department will not rectify any errors on the quotations received. The quotes should include all activities/services that will be required for the required services as no variations will be accepted unless mutually agreed

to by department and the appointed service provider prior to contract acceptance.

6.4 Bidders will carry the responsibility of ensuring that the proposals submitted have been signed by a dully authorised person. Should it be established after the submission of proposals that the signatory authorizing the proposal is not legally appointed by the service provider, the offer/proposal will be disqualified from the evaluation process.

6.5 All prices submitted should be typed in black ink or written in pen. No proposals written in pencil will be accepted or evaluated.

7. PAYMENT

7.1 The successful bidder will bill the Department after all the goods have been delivered.

7.2 Payment will be made within 30 days of submission of a properly completed invoice.

8. SPECIAL CONDITIONS

8.1 Bidders must be registered in the Central Supplier Database (CSD). If not registered, bidders must ensure that they are registered before submission of their quotations. Supplier registration can be performed online at the National Treasury's website, **www.treasury.gov.za.**

8.2 Bidders must complete declaration of interest form SBD4.

8.3 The bidder must provide proof of previously completed projects in the manufacture and/or assembly of office furniture and in the supply, delivery and installation of office furniture. (Signed reference letter/s. See attached annexure E).

8.4 Services must be rendered within the stipulated period but not exceeding two (2) months from receipt of official works order. Failure to deliver within the stipulated time frame will result in the cancellation of the contract.

8.5 The appointment will be limited to manufacturers and / or assemblers of Office Furniture who meet criteria listed below and such information be clearly stated in the company profile to be submitted:

i. Functional Warehouse (Annexure F)
ii. Machinery and equipment
iii. Experience
iv. Workforce
v. Logistics

8.6 The successful bidder must submit a detailed space-planning proposal and 3-D floor layout reflecting the proposed placement of all office furniture, in line with the specification and functional requirements within 7 working days after acceptance of the award.

8.7 The successful bidder, in conjunction with the Departmental ICT at the District level, must ensure that the Power dock is connected and functioning to both the electrical power and network during installation.

8.8 The Department requires that the office chairs be fully upholstered in genuine leather and not any faux leather material. The bidder will be required to sign Annexure A confirming that only Black GENUINE leather upholstery will be provided on the chairs, and this will form part of the bid documents.

8.9 An In Loco inspection of shortlisted service providers will be conducted by the Department before awarding the tender to view, for example, samples of chairs, material for workstations, boardroom table and cabinets.

8.10 Once a bid has been awarded, the successful bidder must view the placement of each of the office furniture at Mqanduli Service Office in conjunction with the Department prior to manufacturer/assembler of the office furniture.

9. EVALUATION

9.1 PRE-EVALUATION CRITERIA

9.1.1 Quotation is only valid when signed by the service provider or with a company stamp signed by a director or person with authority.

9.1.2 In case of a Joint Venture/Consortium:

9.1.2.1 Copy of signed agreement clearly indicating roles and responsibilities in accordance with conditions stipulated in paragraph 19.1 must be attached;

9.1.2.2 Proof of CSD registration of the Joint Venture / Consortium as a single entity must be attached;

9.1.3 Completed and signed SBD 1 and SBD4.

9.1.4 Correction fluid of any kind MUST NOT be used. Any corrections made ON PRICE must be made by drawing a line across the incorrect statement, writing in the correct details above the same and subsequently endorsing the entry with the bidder's initials.

9.1.5 Annexures A, B and C to be fully completed and signed

9.1.6 Attendance of compulsory briefing session and site visit.

9.2 Evaluation on functionality

No.	Criteria	Sub-criteria	Points	Max Points
1	Experience: Previously completed projects in the manufacture and/or assembly of office furniture and in the supply, delivery and installation of office furniture. (Provide signed reference letter/s with details of the projects. See attached annexure E).	3 projects and above 2 projects 1 project	60 30 10	60
2	Manufacturing/assembling warehouse (complete and sign Annexure F)	Located within Eastern Cape Located outside Eastern Cape	40 20	40
	TOTAL			**100**

Minimum score of 70 must be obtained to proceed further with evaluation.

9.3 Evaluation AS PER PPPFA

Quotation will be evaluated on the 80/20 preference point system, as contemplated in the Preferential Procurement Policy Framework Act (Act 5 of 2000). Bids will be evaluated on price and specific goals.

MATRIX FOR EVALUATION

Criteria	Points
Points for price	80
Points for specific goals	20
SPECIFIC GOALS	**NUMBER OF POINTS**
1 Gender (Women ownership)	6
2 No Franchise (Black ownership)	2
3 Disability	3
4 Youth	3
5 Locality (Eastern Cape)	6
TOTAL POINTS FOR PRICE & SPECIFIC GOALS	**100**

9.3.1 In order to obtain preference points for specific goals, bidders must complete SBD 6.1.

9.3.2 Locality will be confirmed as follows:

a. The preferred address on CSD is the only address to be considered provided the address was updated on CSD on a date prior to the invitation to bid was published.
b. If the preferred address on CSD is not a local address, was updated on a date after publication of the invitation to bid or there is no preferred address at all, then the company's physical address registered on CIPC will be used as the only address to consider for awarding of locality points.
c. In case of a joint venture, the preferred address on CSD will be considered provided the JV partner has more than 50% interests in the JV.

9.3.3 In order to be awarded points for no franchise (black ownership), the bidder must have had no franchise prior to the introduction of the 1983 and 1993 Constitutions.

9.3.4 In order to be awarded points for disability, a document confirming permanent disability from a registered medical doctor must be submitted together with this bid.

10. BID POLICIES, PROCEDURES, TERMS AND CONDITIONS-

In addition to those stipulated in any other sections of the bid documents, bidders must be especially aware of the following terms and conditions:

10.1 Bidders claiming preference points are required to complete and sign the Preference Points Claim Form (i.e. SBD 6.1) in order to be considered for the allocation of preference points.

10.2 The Department may, before a bid is adjudicated or at any time during the bidding process or contract period, oblige a bidder to substantiate any claims it may have made in its bid documents or to call for any additional documents or to make presentation to it.

10.3 A contract may, on reasonable and justifiable grounds, be awarded to a bidder that did not score the highest number of points.

10.4 The Department reserves the right to negotiate with the shortlisted Bidders prior to award and with the successful Bidder/s post award based on market conditions.

10.5 Bids submitted through facsimile or e-mails will not be accepted.

10.6 No bids will be considered if submitted after closing time.

10.7 The Department reserves the right to award the bid to more than one bidder where applicable, or not to award it at all.

10.8 The department will not award a contract to a bidder whose tax affairs are not in order. The successful bidder must maintain the tax compliant status for the duration of the contract.

10.9 Bidders must be registered in the Central Supplier Database (CSD). If not registered, bidders must ensure that they are registered before submitting their bids. Supplier registration may be performed online at the National Treasury's website, www.treasury.gov.za. The Department will not award a bid to a bidder that is not registered on the CSD.

10.10 This bid is subject to the Preferential Procurement Policy Framework Act 2000 and the Preferential Procurement Regulations 2022, the General Conditions of Contract (GCC) and, if applicable, any other legislation or special condition of contract.

10.11 The Department reserves the right to require that both the contracting firm and its personnel providing the service be cleared by the appropriate authorities to the level of CONFIDENTIAL/SECRET/TOP SECRET. Obtaining a positive recommendation is the responsibility of the contracting firm concerned. If the principal contractor appoints a subcontractor, the same provisions and measures will apply to the subcontractor. Acceptance of the tender is also subject to the condition that the contractor will implement all such security measures as the safe performance of the contract may require. After the bid is awarded, the recommended bidder will be required to undergo a security vetting which will include the processing of fingerprints at South African Police Services (SAPS). A negative result from the security vetting may lead to withdrawal of the award letter or cancellation of the contract.

11. CONSORTIUM / JOINT VENTURE

It is recognized that bidders may wish to form consortia to provide the Services. A bid, in response to this invitation to bid, by a consortium must comply with the following requirements: -

11.1 Copy of agreement signed by all the members must be submitted. One of the members must be nominated by the others as authorized to be the lead member and this authorization shall be included in the agreement entered into between the consortium members. The lead member must be the only authorized party to make legal statements, communicate with the Department and receive instructions for and on behalf of any and all the members of the Consortium.

11.2 All parties must be registered on Central Supplier Database (CSD).

12. DISCLAIMER

12.1 Whilst all due care has been taken in connection with the preparation of this Bid, the Department makes no representations or warranties that the content in this Bid or any information communicated to or provided to bidders during the Bidding process is, or will be, accurate, current or complete. The Department, and its officers, employees and advisors will not be liable with respect to any information communicated which is not accurate, current or complete.

12.2 If a bidder finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in the Bid or any other information provided by the Department (other than minor clerical matters), the bidder must promptly notify the Department in writing of such discrepancy, ambiguity, error or inconsistency in order to afford the Department an opportunity to consider what corrective action is necessary (if any).

MR. M MACHEMBA
HEAD OF DEPARTMENT
DATE: 02/11/2026

ANNEXURE A

BLACK GENUINE LEATHER UPHOLSTERY

1. Clause 8.6 of Special Conditions reads: The Department requires that Black genuine leather fully upholstery chair is provided as a requirement of this bid. The bidder is to sign Annexure A that only Black genuine leather fully upholstery chair will be provided as part of the bid documents.
2. The purpose of this annexure is to ensure that:
    a. the Bidder guarantees that only Black genuine leather fully upholstery chair/s as per the specification is provided.
    b. the guarantor understands the basic elements required for this guarantee, is an agreement to be a legally enforceable contract of mutual assent, expressed by a valid offer and acceptance by the Department.
3. The Department reserves the right to enforce, in the event it finds that the provided chairs are not as per clause 8.6 of the special conditions, the replacement of the chairs at full replacement cost, as per this specification, by a selected supplier who has been chosen.

SUPPLIER NAME : _____

NAME OF GUARANTOR: _____

SIGNATURE OF GUARANTOR: _____

ID NUMBER OF GUARANTOR: _____

PHYSICAL ADDRESS OF GUARANTOR: _____

DATE : _____

ANNEXURE B

PRICING SCHEDULE

	DESCRIPTION (As detailed in the specification)	QUANTITY	UNIT PRICE	TOTAL PRICE
1	Extra strong high back chair, full black GENUINE leather upholstery	60		
2	Visitors' armchair – Fabris\c	40		
3	**L-SHAPED RECEPTION COUNTER** • Overall dimensions: 1898 mm × 1898 mm × 1160 mm (H).	1		
4	**EXECUTIVE DESK** • Overall desk dimensions: 2200 mm (W) × 1000 mm (D) × 750 mm (H)	2		
5	**The workstation desk**: Dimensions: 1800 mm (L) × 750 mm (D) × 750 mm (H)	3		
6	**SMALL WORKSTATION WITH STORAGE** **Overall Size** • Approximately 1900mm (W) x 750mm (D).	54		
7	Power dock including – fits flush to the top	54		
8	**Double hinged door wall units** **1800mm H x 1800mm W x 450mm D** Rose wood veneer or high-pressure melamine in a dark wood tone (rosewood, mahogany, walnut or similar), with contrasting sprayed lacquer (Duco-type) accent panels permissible	2		
9	Hinged door system cupboard, **Dimension** : 1500h x 900w x 450d , barrel oak melamine finish	50		
10	22-Seater Boardroom Table **overall size**: 7600mm x 1500mm overall size **17600 x 1500 XL boardroom table consisting of:** 2 x 3800 x 1500 x 732H Boardroom tables	1		

11	**Boardroom Chairs** **Executive high back chairs upholstered with genuine bovine leather,** ➢ Chrome Z-Arms with Nylon Armpads. ➢ 700mm Chrome Loop base is BIFMA approved	**22**		
12	4 Door server unit 2000 x 600 x 960H , barrel Oak melamine finish	**2**		
13	**5-Seater Bench Seat – New chrome deluxe** • 2890mm W x680mm D x 800mm H	**2**		
14	**3-Seater Bench Seat – New chrome deluxe** • 1800mm W x680mm D x 800mm H	**2**		
15	**Coffee table** 1500 x 710 x 400 (h)	**1**		
16	**Single bed consisting off:** • 1 x 1950W x 1000D x 1900H single bed	**2**		
17	**Single mattress – Special size** • *Mattress:*1000x1950x150mm thick	**2**		
18	**Wood Bedside pedestal** • Size: 550h x 450w x 350mm deep	**2**		
19	Plastic kids table • 470H x 800W x 800D	**1**		
20	Kids stackable chair • Red / Blue / Green / Yellow	**4**		
21	**Double Seater Couch**	**2**		
22	**Sorting Table** • 1500 x 750 Straight steel desk	**2**		
23	**Desk-based screens** •1 x 1450 x 360 x 25T fabric screen	**4**		
24	**Visitors armchairs** • Black GENUINE leather upholstery	**4**		
25	**Executive high back chair** ▪ GENUINE leather upholstery	**2**		
	GRAND TOTAL			

	VAT	
	TOTAL (Including VAT)	

NB: The Department does not pay VAT to service providers that are not registered with SARS as VAT Vendors.

SUPPLIER NAME : _____

CONTACT PERSON : _____

SIGNATURE : _____

DATE : _____

ANNEXURE C
MAINTENANCE PRICING SCHEDULE

The bidder is to provide five-year repairs and maintenance warranty certification for the workstations and chairs. Plus, the bidder to provide maintenance plan and five-year guarantee as from date of delivery and installation.

Description of Item	Unit rate including VAT
Hourly rate on site Mqanduli SO	
Kilometre rate	
Confirmation of spare parts for repairs of the workstation and High back chairs (Yes/No)	

NB: The Department does not pay VAT to service providers that are not registered with SARS as VAT Vendors.

SUPPLIER NAME : _____

CONTACT PERSON : _____

SIGNATURE : _____

DATE : _____

Province of the
EASTERN CAPE
SOCIAL DEVELOPMENT

ANNEXURE D

LOCAL ECONOMIC DEVELOPMENT PROCUREMENT FRAMEWORK DECLARATION FORM

The Honourable Premier in his State of the Province address in 2014 made a pronouncement to the effect that 50% of Provincial procurement should be spent on goods and services which are manufactured and supplied by SMMEs and Co-operatives from within the Province.

In order for the Province to achieve the above, the successful service providers must source the required goods/services with the Eastern Cape Province as per Local Economic Development Procurement Framework.

The details of the manufacturers of these goods are:

NAME OF MANUFUCTURER/SERVICE PROVIDER	COMMODITY/SERVICE	LOCATION

I, the undersigned (Bidder's representative)

.....commit in procuring/sourcing the required goods from local manufacturers/distributors within the Eastern Cape Province where available. I accept that the Department of Social Development may invoke penalties as per General Conditions of Contract should I be misrepresenting the content contained herein this declaration.

.....
Signature

.....
Date

.....
Name of bidder

.....

Position

ANNEXURE E

PROJECT REFERENCE LETTER
SUPPLY AND DELIVERY OF OFFICE FURNITURE FOR MQANDULI SERVICE OFFICE
BID / TENDER NUMBER (this bid): _____

INSTRUCTIONS

1. This reference letter must be completed and signed by the client institution for which the bidder previously supplied and delivered office furniture. It must not be completed by the bidder.
2. The bidder must provide a list of completed office furniture supply projects. One letter may cover up to any number of projects from the same institution, provided each project is separately identified below with its own contract or order number, value and completion date. Where projects were completed for different institutions, a separate letter must be submitted by each institution. This template may be reproduced as many times as required.
4. Reference letters that are incomplete, unsigned, or that do not identify each project separately may not be considered for the pre-evaluation criterion.
5. The Department reserves the right to contact the referencing institution to verify any information provided.

SECTION A: DETAILS OF THE REFERENCING INSTITUTION

Name of institution / organisation	
Physical address	
Contact person (full names)	
Designation	
Telephone / cellphone number	
Email address	

SECTION B: DETAILS OF THE SUPPLIER (BIDDER) BEING REFERENCED

Name of supplier	
CSD number	

This serves to confirm that the supplier named above supplied and delivered office furniture to this institution as set out in Section C below.

SECTION C: PROJECTS COMPLETED FOR THIS INSTITUTION

Complete one row per project. Any number of projects from this institution may be listed.

No.	Description of office furniture supplied	Tender / contract / order number	Contract amount (R, incl. VAT)	Year of completion	Completed in full? (Yes / No)
1					
2					
3					
4					
5					

SECTION D: DECLARATION BY THE REFERENCING INSTITUTION

I, the undersigned, declare that I am duly authorised to provide this reference on behalf of the institution named in Section A, that the information provided herein is true and correct, and that the supplier completed the project(s) listed in Section C. I am aware that the Department may contact me to verify this reference.

Signature: _____	Date: _____
Full names: _____	Designation: _____
OFFICIAL STAMP OF THE INSTITUTION	

ANNEXURE F

Warehouse physical address

Bidder's Name (Company): _____

Name of representative: _____

Signature: _____

Date: _____