



Province of the  
**EASTERN CAPE**  
HEALTH

**SBD1**

**PART A**

**INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE ALFRED NZO DISTRICT OFFICE</b>					
BID NUMBER:	<b>SCMU3-P21/22-1336-MLT</b>	CLOSING DATE:	<b>06 OCTOBER 2021</b>	CLOSING TIME:	<b>11:00 AM</b>
BID BRIEFING	<b>IN COMPLIANCE WITH NATIONAL LOCKDOWN REGULATIONS, THERE WILL BE NO BID BRIEFING. IF BIDDERS NEED ANY CLARITY ON THIS BID DOCUMENT, THEY WILL HAVE TO CONTACT THE EASTERN CAPE DEPARTMENT OF HEALTH OFFICIALS AS PER CONTACT DETAILS PROVIDED ON THE COVER PAGE OF THIS BID DOCUMENT.</b>				
DESCRIPTION	<b>SUPPLYING, DELIVERING, INSTALLING AND ASSEMBLING OF OFFICE FURNITURE FOR MALUTI SUB DISTRICT FOR A PERIOD OF 12 MONTHS</b>				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT:</b>					
<b>81 Murray Street, Kokstad, 4700, in the tender box placed by the security gate at Alfred Nzo Health District Office</b>					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	<b>MRS. Z. LURWENGU</b>		CONTACT PERSON	<b>MS T.P.LUPINDO</b>	
TELEPHONE NUMBER	<b>(039) 797 6014</b>		TELEPHONE NUMBER	<b>(039) 797 6014</b>	
FACSIMILE NUMBER			FACSIMILE NUMBER	<b>(039) 727 1007</b>	
E-MAIL ADDRESS	<b>Zoliswa.lurwengu@echealth.gov.za</b>		E-MAIL ADDRESS	<b>thandisa.lupindo@echealth.gov.za</b>	
<b>SUPPLIER INFORMATION</b>					
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:		<b>OR</b>	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					

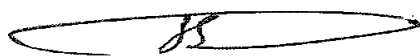
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR <b>THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
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**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> 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.**

**APPROVED BY**



SS MBUTHUMA  
DIRECTOR: FINANCE AND SCM

2021/09/06

DATE

## TERMS AND CONDITIONS FOR BIDDING

**1. BID SUBMISSION:**

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED—(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

**2. TAX COMPLIANCE REQUIREMENTS**

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 **BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.**
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER :

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

.....

DATE:

.....

**APPROVED BY**



SS MBUTHUMA

DIRECTOR: FINANCE AND SCM

2021/09/06

DATE

## TABLE OF CONTENTS

### **Part 1 – Conditions of Bid**

### **Part 2 – Conditions of Contract and Operational Requirements**

### **Part 3 – Bid Strategy**

### **Part 4 – Specifications**

### **Part 5 – Bid Forms and related documentation**

**Schedule A** – Government Procurement: General Conditions of Contract

**Schedule B** – Application for Tax Clearance Certificate (SBD 2)

**Schedule C** – Pricing Schedule (SBD 3.1)

**Schedule D** – Declaration of Interest (SBD 4)

**Schedule E** – (i) Declaration of Bidder's Past Supply Chain Management Practices (SBD 8)

(ii) Certificate of Independent Bid Determination [SBD 9]

**Schedule F** – Qualifications and experience

**Schedule G** – Organization type

**Schedule H** – Organizational Structure

**Schedule I** – Details of Bidder's nearest office

**Schedule J** – **(Removed / Not Applicable)**

**Schedule K** – Preference Points Claim Forms (SBD 6.1) **6.2 has been Removed/Not Applicable**

## DEFINITIONS

The rules of interpretation and defined terms contained in the General Conditions of Contract (GCC) shall apply to this invitation to bid unless the context requires otherwise.

In addition the following terms used in this invitation to bid shall, unless indicated otherwise, have the meanings assigned to such terms in the table below.

<b>DoH</b>	means the Eastern Cape Department of Health acting for and on behalf of the Eastern Cape Provincial Government;
<b>Invitation to bid</b>	means this invitation to bid comprising <ul style="list-style-type: none"><li>○ The cover page and the table of content and definitions</li><li>○ Part 1 which details the Conditions of Bid;</li><li>○ Part 2 which details the Conditions of Contract and Operational Requirements;</li><li>○ Part 3 which details the bid strategy</li><li>○ Part 4 which details the Specifications relating to the Technology / Services</li><li>○ Part 5 which contains all the requisite bid forms and certificates;</li></ul> <i>As read with GCC – General Conditions of Contract</i>
<b>Services</b>	means the services defined on the cover page of this invitation to bid and described in detail in the Specifications;
<b>Specifications</b>	means the specifications contained in Part 4 of this invitation to bid;

## **PART 1**

### **Conditions of Bid**

#### **1. BACKGROUND AND INTRODUCTORY PROVISIONS**

Refer to Part 3 of this invitation to bid for background and introductory information relating to the Services and this invitation to bid.

#### **2. OFFER AND SPECIAL CONDITIONS**

- 2.1 Without detracting from the generality of clause below, bidders must submit a completed and signed Invitation to Bid form (SBD 1) and requisite bid forms attached as Part 5 with its bid. Bidders must take careful note of the special conditions.

- 2.2 **All bids submitted in reply to this invitation to bid should incorporate all the forms, parts, certificates and other documentation forming part of this invitation to bid, duly completed where applicable and state N/A where not applicable.**

- 2.3 It is a requirement that bidders register Central Supplier Database before submitting the bid. Failure to register may invalidate your bid.

- 2.4 In the event that any form or certificate provided in Part 5 of this invitation to bid does not have adequate space for the bidder to provide the requested details, the bidder should attach an annexure to such form or certificate on which the requested details should be provided and the bidder should refer to such annexure in the form or certificate provided.

#### **3. CLOSING TIME OF BIDS AND PROVISIONS RELATING TO SUBMISSION OF BIDS**

- 3.1 The closing time for the receipt of bids in response to this invitation to bid is detailed on the cover page of this invitation to bid.

- 3.2 All bids must be submitted in a sealed envelope bearing the bid number, bid description and closing date.

- 3.4 All bids must be received before the closing time and date stipulated above and must be posted to or deposited in the bid box at the address detailed on the cover page of this invitation to bid.

#### **4. ENQUIRIES**

Should any bidder have any enquiries relating to this invitation to bid, such inquiries may only be addressed to the person/s detailed on the cover page to this invitation to bid at the number/s stipulated.

#### **5. BID BRIEFING**

**In Compliance with National Lockdown Regulations, there will be no Bid Briefing. If Bidders need any clarity on this Bid Document, they will have to contact the Eastern Cape Department of Health Officials as per contact details provided on the cover page of this Bid Document.**

## **6. TAX CLEARANCE**

Tax Clearance Compliance Verification will be done with the CSD and SARS.

## **7. PRICING**

- 7.1 The bidder must submit details regarding the bid price for the Services on the Pricing Schedule form/s attached as Part 5 – Schedule C which completed form/s must be submitted together with the bid documents.
- 7.2 Pricing must be stipulated INCLUSIVE OF VALUE ADDED TAX.
- 7.3 It is an express requirement of this invitation to bid that the bidders provide some transparency in respect to their pricing approach. In this regard, bidders must indicate the basis on which they have calculated their pricing by completing all aspects of the Pricing Schedule form Part 5 – Schedule C

## **8. DECLARATION OF INTEREST**

The bidder should submit a duly signed declaration of interest (SBD 4) together with the bid. The declaration of interest is attached as Part 5 – Schedule E (ii).

## **9. DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

The bidder must complete the declaration and sign accordingly to submit with the bid. The declaration of bidder's past supply chain management practices is attached as Part 5 – Schedule E

## **10. QUALIFICATIONS OF BIDDERS**

Bidders must submit detailed information together with their bid of their experience in the relevant trade together with present contracts. These details should be submitted together with the bid on the form attached as Part 5 – Schedule F.

## **11. PARTNERSHIPS AND LEGAL ENTITIES**

In the case of the bidder being a partnership, close corporation or a company all certificates reflecting the names, identity numbers and address of the partners, members or directors (as the case may be) must be submitted with the bid. These details should be submitted on the form attached as Part 5 – Schedule G

## **12. CONSORTIUM / JOINT VENTURE**

- 12.1 It is recognized that bidders may wish to form consortia to provide the Services.
- 12.2 A bid in response to this invitation to bid by a consortium shall comply with the following requirements:-
- 12.3 It shall be signed so as to be legally binding on all consortium members;
- 12.4 One of the members shall 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;

- 12.5 The lead member shall be the only authorized party to make legal statements, communicate with the Interim Bid Advisory Committee and/or the DoH and receive instructions for and on behalf of any and all the members of the consortium;
- 12.6 A copy of the agreement entered into by the consortium members shall be submitted with the bid.

**13. ORGANISATIONAL PRINCIPLES**

The bidder should submit a clear indication of the envisaged authorized organizational principles, procedures and functions for an effective delivery of the required Service at the relevant Institutions with the bid. These details should be submitted on the form attached as Part 5 – Schedule H

**14. DETAILS OF THE PROSPECTIVE BIDDERS NEAREST OFFICE TO THE LOCATION OF THE CONTRACT**

The bidder should provide full details regarding the bidders nearest office to the Institutions at which the Services are to be provided (see Part 4 of this invitation to bid). These details should be provided on the form attached as Part 5 – Schedule I which completed form, must be submitted together with the bid.

**15. FINANCIAL PARTICULARS**

Bidder must provide full details regarding its financial particulars and standing, which particulars should be submitted together with the bid on the form attached as Part 5- Schedule J.

**16. PREFERENCE POINTS CLAIM FORMS**

Part 5 – Schedule K contains the Preference Points Claim Forms in terms of Preferential Procurement Regulations to be completed and signed by the bidder to the extent applicable and returned with this bid.

**17. VALIDITY**

Bid documentation submitted by the bidder will be valid and open for acceptance for a period of **90 (Nintey)** calendar days from the closing date and time stipulated on the front cover of this invitation to bid.

**18. ACCEPTANCE OF BIDS**

The State, the Eastern Cape Provincial Government, the DoH (as the case may be) does not bind itself to accept either the lowest or any other bid and reserves the right to accept the bid which it deems to be in the best interest of the State even if it implies a waiver by the State, the Eastern Cape Provincial Government, the Technical Review Committee or the DoH, (as the case may be) of certain requirements which the State, the Eastern Cape Provincial Government, the Technical Review Committee or the DoH, (as the case may be) considers to be of minor importance and not complied with by the bidder.

**19. NO RIGHTS OR CLAIMS**

- 19.1 Receipt of the invitation to bid does not confer any right on any party in respect of the Services or in respect of or against the DoH. The DoH (as the case may be) reserves the



right, in its sole discretion, to withdraw by notice to bidders any Services or combination of Services from the bid process, to terminate any party's participation in the bid process or to accept or reject any response to this invitation to bid on notice to the bidders without liability to any party. Accordingly, parties have no rights, expressed or implied, with respect to any of the Services as a result of their participation in the bid process.

- 19.2 Neither the DoH, nor any of their respective directors, officers, employees, agents, representatives or advisors will assume any obligations for any costs or expenses incurred by any party in or associated with any appraisal and/or investigation relating to this invitation to bid or the subsequent submission of a bid in response to this invitation to bid in respect of the Services or any other costs, expenses or liabilities of whatsoever nature and howsoever incurred by bidders in connection with or arising out of the bid process.

## **20. NON DISCLOSURE, CONFIDENTIALITY AND SECURITY**

- 20.1 The invitation to bid and its contents are made available on condition that they are used in connection with the bid process set out in the invitation to bid and for no other purpose. All information pertaining to this invitation to bid and its contents shall be regarded as restricted and divulged on a "need to know" bases with the approval of the DoH.
- 20.2 In the event that the bidder is appointed pursuant to this invitation to bid such bidder may be subject to security clearance prior to commencement of the Services.

## **21. ACCURACY OF INFORMATION**

- 21.1 The information contained in the invitation to bid has been prepared in good faith. Neither the DoH nor any of their respective directors, advisors, officers, employees, agents, representatives make any representation or warranty or give any undertaking express or implied, or accept any responsibility or liability whatsoever, as to the contents, accuracy or completeness of the information contained in the invitation to bid, or any other written or oral information made available in connection with the bid and nothing contained herein is, or shall be relied upon as a promise or representation, whether as to the past or the future.
- 21.2 This invitation to bid may not contain all the information that may be required to evaluate a possible submission of a response to this invitation to bid. The bidder should conduct its own independent analysis of the operations to the extent required to enable it to respond to this bid.

## **22. COMPETITION**

- 22.1 Bidders and their respective officers, employees and agents are prohibited from engaging in any collusive action with respect to the bidding process which serves to limit competition amongst bidders.
- 22.2 In general, the attention of bidders is drawn to Section 4(1)(iii) of the Competition Act 1998 (Act No. 89 of 1998) (the Competition Act) that prohibits collusive bidding.
- 22.3 If bidders have reason to believe that competition issues may arise from any submission of a response to this bid invitation they may make, they are encouraged to discuss their position with the competition authorities before submitting response.
- 22.4 Any correspondence or process of any kind between bidders and the competition authorities must be documented in the responses to this invitation to bid.

## **23. RESERVATION OF RIGHTS**

- 23.1 Without limitation to any other rights of the DoH (whether otherwise reserved in this invitation to bid or under law), the DoH expressly reserves the right to:-
- 23.2 Request clarification on any aspect of a response to this invitation to bid received from the bidder, such requests and the responses to be in writing;

- 23.3 Amend the bidding process, including the timetables, closing date and any other date at its sole discretion;
- 23.4 Reject all responses submitted by bidders and to embark on a new bid process.
- 23.5 Award the bid to one or more than one bidder/s.
- 23.6 To validate all information and documents provided by the bidder

## 24. EVALUATION CRITERIA

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

<b>B-BBEE Status Level of Contributor</b>	<b>Number of points (80/20 system)</b>
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

### 24.1 Requirements in order to Claim B-BBEE Points

- 24.1.1 Bidders must submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or a Sworn Affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid document.
- 24.1.2 The Department reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim regarding preferences, in any manner required by the purchaser.
- 24.1.3 A bidder who qualifies as an EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership.
- 24.1.4 A Bidder other than EME or QSE must submit their original or certified and valid B-BBEE status level verification certificate copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 24.1.5 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 24.1.6 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE

scorecard is prepared for every separate bid.

- 24.1.7 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 24.1.8 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 24.1.9 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

**24.2 The following requirements shall also apply:**

- 24.2.1 All entity types (Sole proprietor / legal entities) are invited with consortia / joint ventures to be subject to Paragraph 12 of Part 1 of the Bid Document.
- 24.2.2 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.
- 24.2.3 Comprehensive completion of schedules C (SBD 3.1), D (SBD 4), E (SBD 8 & 9), I and K (SBD 6.1) is compulsory while other attached schedules are optional.
- 24.2.4 Over-writing and use of liquid eraser (Tippex) is not permitted in the bid documents but bidders should cancel instead and sign next to their cancellation. **Only the provided pricing schedule (Schedule C) is to be used for pricing.**
- 24.2.5 The Department reserves the right to verify legitimacy of all provided information and documents and any bidder found to have provided falsified information or documents will be disqualified.
- 24.2.6 All bidders must be registered on **Central Supplier Database (CSD)** on the date of submission of their bid documents, a proof of registration e.g. a printout from CSD must be attached on the bid document.
- 24.2.7 The bidder must complete SBD 6.2 and Annexure C for stipulated minimum threshold for local production and content for Office Furniture or Local Content Exemption Letter Issued by Dti (where applicable), as attached (**Refer Specification attached as Schedule "M"**).
- 24.2.8 Verification of Tax Compliance Status on CSD.

**FAILURE TO COMPLY FULLY WITH THE ABOVE STATED REQUIREMENTS MAY INVALIDATE YOUR BID.**

## **PART 2**

### **Conditions of Contract and Operational Requirements**

#### **1. CONTRACT**

The contract for the supply of the required Service in terms of this invitation to bid shall come into being on the date of issue of the letter of acceptance of the bidders bid by the Eastern Cape Provincial Government, the DoH or any other authorized authority or person (as the case may be) once-off. The bidder is further obliged for the future support while the contract is in force.

#### **2. FEES AND CHARGES**

- 2.1 The stipulated bid prices shall be fixed (firm).
- 2.2 Payment of any consideration in terms of the contract shall not constitute acceptance of any defective or non-conforming Services or otherwise relieve Service Provider of any of its obligations under the contract.
- 2.3 To the extent that the DoH disputes the correctness, nature, extent or calculation of any fees or expenses payable to Service Provider in terms of the contract, DoH shall be entitled to withhold payment of such disputed amounts until such time as such dispute is resolved.

#### **3. GENERAL RESPONSIBILITIES OF THE SERVICE PROVIDER**

**3.1 The DoH's operational requirements.** The Service Provider shall, in the provision of the required service, have due regard to the operational requirements of the DoH and other parties occupying or operating from the relevant institution, clinic and Office and shall not do, or permit to be done, anything which may negatively impact on such parties' operational requirements.

**3.2 Problem identification and reporting.** The Service Provider shall be proactive in reporting any matters which it may become aware of which may impact on the business continuity or operations of the DoH at the relevant institution, clinic and office. Without detracting from the generality of this statement, Service Provider shall:-

- Without delay inform the DoH of all incidents or accidents which may occur at the relevant Complex which involve Service Provider's personnel;
- Co-operate fully with the DoH in analyzing and investigating such incidents or accidents.

**3.3 Other Service Providers the** Service Provider acknowledges that it may be required to provide the Services in conjunction with third party service providers and shall, where requested by the DoH, co-operate fully with such persons.

**3.4 Regulations and statutes** The Service Provider shall, in the provision of the Services observe and comply with all relevant provisions of all applicable legislation and regulations.

**3.5 Compliance with procedures.**

It is recorded that during the currency of the contract the DoH may implement procedures and policies at the relevant Institution. The Service Provider shall comply fully with any such reasonable procedures and policies, including the permit to work procedures and health and safety procedures.

- 3.6 The Service Provider shall ensure that it and its personnel shall at all times comply fully with any safety, fire, emergency and security procedures and policies applicable at the relevant Institution.
- 3.7 Should the DoH at any time believe that any member of Service Provider's personnel is failing to comply with any such procedures or policies, the DoH shall be entitled to deny such personnel member access to the relevant premises and require Service Provider to replace such person without delay.

**3.8 *Service Provider's procedures*** The Service Provider shall, upon receipt of written request from the DoH or its appointed Manager :-

Provide the DoH with copies of all Service Provider's operating procedures and processes relating to the Services;

## **6. ENERGY MANAGEMENT**

The Service Provider shall comply fully with the energy management strategy implemented at the relevant Institution from time to time and shall provide the Services in an energy efficient manner.

## **7. OCCUPATIONAL HEALTH AND SAFETY**

In this clause the term "Act" shall mean the Occupational Health & Safety Act, No. 85 of 1993, as amended from time to time, (including any act which may take its place should it be repealed during the currency of the agreement between the parties) as read with all regulations and standards promulgated in terms of the former Machinery and Occupational Act, No 6 of 1983, as amended, and all regulations & standards promulgated in terms of the Occupational Health & Safety Act from time to time;

The Service Provider:-

- ❖ acknowledges that he is fully aware of the terms and conditions of the Act;
- ❖ acknowledges that he is an employer in its own right with duties and responsibilities as prescribed in the Act;
- ❖ agrees to comply with all rules and regulations implemented by or on behalf of the DoH at the relevant Institution in covering letter relating to health and safety and will inform the DoH immediately should Service Provider for any reason be unable to comply with the provisions of the Act and such rules and regulations.

## **8. SERVICE LEVEL AGREEMENT**

It is recorded that the DoH and the service provider will enter into a Service Level Agreement stipulating exact deliverables and terms of payment. Performance measurement provisions shall be reduced to writing in a service level agreement if required and signed by both parties.

## **9. PERFORMANCE MEASUREMENT PROVISIONS**

### **9.1 Introduction.**

Service Provider shall provide the Services during the term of the contract in compliance with the quality and related standards stipulated in the Specifications and the service level agreement (if any) contemplated in clause 11 above.

The provisions of Clause 10 document contains the manner in which Service Provider's performance will be measured throughout the term of the contract.

### **9.2 Compliance.** For purposes of the contract the compliance by Service Provider with the stipulated responsibilities and service standards will be determined :-

- with reference to reports provided by Service Provider;
- with reference to reports or complaints received from third parties;
- by means of user satisfaction surveys conducted by DoH
- by means of service reviews, inspections or any audit carried out by or on behalf of the DoH.

### **9.3 Records.** Service Provider shall at all times keep full and accurate records of all Services provided in terms of the contract and shall retain such records for the currency of the contract. Upon termination of the contract such records must be provided to the DoH upon request.

### **9.4 Measurement of performance**

- Periodic checks: DoH and/or its appointed Technical Support Manager shall carry out periodic checks (the intervals to be determined by DoH) the purpose of which shall be to determine whether Service Provider is providing the Services in accordance with the terms and conditions of the contract if accepted by DoH.
- Service complaints: All service complaints, deviations, non-conforming services and suggestions that are reported to Service Provider by DoH, its appointed facilities manager, or any other party shall be given proper and speedy consideration by Service Provider. The Service Provider shall investigate complaints, deviations and non-conforming services in accordance with procedures approved by the DoH.
- User satisfaction survey: A user satisfaction survey shall be conducted by DoH at such intervals as DoH may determine to assess service user satisfaction. The user satisfaction survey shall be conducted in such form and in accordance with such procedures as the parties may agree to in writing from time to time.

### **9.5 Results of checks, audits and surveys** DoH shall be entitled to utilize the findings of the surveys, checks, audits and reports contemplated above to determine compliance by Service Provider with the service standards and responsibilities stipulated in the contract. It is recorded that the results of the above checks shall, save to the extent that Service Provider can prove otherwise be binding on Service Provider and DoH shall be entitled to exercise its remedies stipulated in the contract based on such findings.

## **10. BREACH AND TERMINATION**

Bidders are referred to Paragraph 23 of General Conditions of Contract (GCC) relating to failure to comply with conditions of this contract.

## **11. LOSS AND DAMAGE**

Service Provider hereby indemnifies the State, and will hold the State harmless, against any loss or damages which the State may suffer, or any claims lodged against the State by any third party arising out of or relating to any loss that the State or such third party may suffer as a result of, or arising out of any act or omission of any personnel of Service Provider or the failure of Service Provider to provide the Services in accordance with the provisions of the contract.

## **12. SUB-SERVICE PROVIDERS**

Service Provider may only sub-contract its obligations under the contract with the prior written consent of the DoH (or any other authorized authority) and then only to a person and to the extent approved by the DoH or such authority and upon such terms and conditions as the DoH or such authority require. It is recorded that where such consent is given Service Provider shall remain liable to DoH for the performance of the Serv

### **PART 3**

### **Bid Strategy**

**SCMU3-P21/22-1336-MLT**

### **SUPPLYING,DELIVERING,INSTALLING AND ASSEMBLING OF OFFICE FURNITURE FOR MALUTI SUB DISTRICT FOR A PERIOD OF 12 MONTHS**

#### **INTRODUCTION**

It is incumbent on the Department of Health in Alfred Nzo District to procure all basic office furniture for PHC facilities to improve the administration component as required by the ideal clinic realization and maintenance.

#### **BACKGROUND**

The Ideal clinic realization and maintenance manual clearly state that all facilities should have adequate basic durable furniture for health care workers.

#### **OVERALL OBJECTIVES**

This specification establishes the requirements of the EASTERN Cape Department of Health for the appointment of the Service Provider for: **Supplying,Delivering,Installing and Assembling of Office Furniture for Maluti Sub District For a Period of 12 Months.** The successful bidder will be requested to deliver the office furniture ordered directly to where the furniture is required. The contract is rates / item price based and will be utilized on an as and when required principle.

#### **STAFFING STRATEGY**

<b>MANAGERIAL AND SUPERVISORY REQUIREMENTS</b>	<b>GENERAL STAFF REQUIREMENTS</b>
Service provide will be responsible for Supplying, Delivering, Installing and Assembling of Office Furniture to Maluti Sub District Facilities	Awarded service provider will have to ensure that the office furniture is delivered at the right address and right quality as per Bid Specification.



**PART 4****BID SPECIFICATION****SCMU3-P21/22-1336-MLT****SUPPLYING, DELIVERING, INSTALLING AND ASSEMBLING OF OFFICE FURNITURE FOR MALUTI SUB DISTRICT FOR A PERIOD OF 12 MONTHS**

<b>ITEM NO:</b>	<b>ITEM DESCRIPTION</b>	<b>QTY</b>
0031	Computer workstation <b>(Refer Specification attached as Schedule "M")</b>	1
0032	Computer workstation <b>(Refer Specification attached as Schedule "M")</b>	1
0033	Computer workstation <b>(Refer Specification attached as Schedule "M")</b>	1
0036	Sliding door system cupboard <b>(Refer Specification attached as Schedule "M")</b>	1
0039	4 Draw melamine filing cabinet <b>(Refer Specification attached as Schedule "M")</b>	1
0043	Reception counter <b>(Refer Specification attached as Schedule "M")</b>	1
0051	Executive high back chair <b>(Refer Specification attached as Schedule "M")</b>	1
0052	Executive visitors arm chairs <b>(Refer Specification attached as Schedule "M")</b>	1
0056	Visitors arm chairs <b>(Refer Specification attached as Schedule "M")</b>	1
0057	High back chair <b>(Refer Specification attached as Schedule "M")</b>	1
0058	Visitors arm chairs <b>(Refer Specification attached as Schedule "M")</b>	1
0059	High back operators chair <b>(Refer Specification attached as Schedule "M")</b>	1
0065	Mid back office chair <b>(Refer Specification attached as Schedule "M")</b>	1
0069	Mid back operators chair <b>(Refer Specification attached as Schedule "M")</b>	1
0093	Plastic side chair <b>(Refer Specification attached as Schedule "M")</b>	1
00104	4 Draw metal filing cabinet <b>(Refer Specification attached as Schedule "M")</b>	1
00105	Metal stationary cabinet <b>(Refer Specification attached as Schedule "M")</b>	1
00111	5 Seater Bench Seat <b>(Refer Specification attached as Schedule "M")</b>	1
00139	Sliding door system cupboard <b>(Refer Specification attached as Schedule "M")</b>	1
00140	Hinged door system cupboard <b>(Refer Specification attached as Schedule "M")</b>	1
00145	4 Draw melamine filing cabinet <b>(Refer Specification attached as Schedule "M")</b>	1

**NB:** Refer Specification attached as **Schedule "M"**

Local Content per item as applicable

**Please Note**

- Office Furniture should be similar to the specification required, attached as
- Schedule "M"
- Please use the samples provided to produce the documents needed as per the above specification.
- The service provider will be responsible for supplying, delivering, intallatation and assembling.

**FAILURE TO COMPLY WITH THE ABOVE SPECIFICATION WILL INVALIDATE YOUR BID**

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**Part 5 – Schedule A  
Government Procurement  
General Conditions of Contract**

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**Annexure A**

**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 (GCC) 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 sub Service Providers) 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,

- 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 Service Provider 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 and 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 Sub-Service Provider(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.

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

- 24.1 When, after the date of bid, provisional payments are required, or antidumping 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 Service Provider to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the Service Provider 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.
- 28.1 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) concerne

---

**Part 5 – Schedule B**  
**Application for Tax Clearance Certificate**

---

**ECBD 2**

**TAX CLEARANCE REQUIREMENTS**

IT IS A CONDITION OF BIDDING:-

- 1.** The Department of Health will verify the tax compliance status of bidders on the Central Supplier Database (CSD) for all price quotations and competitive bids prior to award as per National Treasury Instruction no 4A of 2016/17 Central Supplier Database.

**Part 5 – Schedule C: PRICING SCHEDULE – FIRM PRICES (PURCHASES)  
SUPPLYING, DELIVERING, INSTALLING AND ASSEMBLING OF OFFICE  
FURNITURE FOR UMZIMVUBU SUB DISTRICT FOR A PERIOD OF 12 MONTHS**

**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: **SCMU3-P21/22-1336-MLT**

Closing Time **11:00am**

Closing date: **06 OCTOBER 2021**

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

Item NO:	QTY	ITEM DESCRIPTION	BID PRICE IN RSA CURRENCY** (ALL APPLICABLE TAXES INCLUDED)
0031	1	Computer workstation (Refer Specification attached as Schedule "M")	
0032	1	Computer workstation (Refer Specification attached as Schedule "M")	
0033	1	Computer workstation (Refer Specification attached as Schedule "M")	
0036	1	Sliding door system cupboard (Refer Specification attached as Schedule "M")	
0039	1	4 Draw melamine filing cabinet (Refer Specification attached as Schedule "M")	
0043	1	Reception counter (Refer Specification attached as Schedule "M")	
0051	1	Executive high back chair (Refer Specification attached as Schedule "M")	
0052	1	Executive visitors arm chairs (Refer Specification attached as Schedule "M")	
0056	1	Visitors arm chairs (Refer Specification attached as Schedule "M")	
0057	1	High back chair (Refer Specification attached as Schedule "M")	



0058	1	Visitors arm chairs <b>(Refer Specification attached as Schedule "M")</b>	
0059	1	High back operators chair <b>(Refer Specification attached as Schedule "M")</b>	
0065	1	Mid back office chair <b>(Refer Specification attached as Schedule "M")</b>	
0069	1	Mid back operators chair <b>(Refer Specification attached as Schedule "M")</b>	
0093	1	Plastic side chair <b>(Refer Specification attached as Schedule "M")</b>	
00104	1	4 Draw metal filing cabinet <b>(Refer Specification attached as Schedule "M")</b>	
00105	1	Metal stationary cabinet <b>(Refer Specification attached as Schedule "M")</b>	
00111	1	5 Seater Bench Seat <b>(Refer Specification attached as Schedule "M")</b>	
00139	1	Sliding door system cupboard <b>(Refer Specification attached as Schedule "M")</b>	
00140	1	Hinged door system cupboard <b>(Refer Specification attached as Schedule "M")</b>	
00145	1	4 Draw melamine filing cabinet <b>(Refer Specification attached as Schedule "M")</b>	
<b>Total Amount</b>			

- 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 .....

**Please Note:**

- All delivery costs must be included in the bid price, for delivery at the prescribed destination.
- The actual quantities will be ordered according to the needs of our institutions

- \*\* "All applicable taxes" including value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.  
\*\*Delete if not applicable

\_\_\_\_\_  
Bidder's Initial and Surname

\_\_\_\_\_  
Date

\_\_\_\_\_  
Bidder's Signature

**Company stamp**

---

**Part 5 – Schedule D**  
**Declaration of Interest**

---

**SBD 4**

**DECLARATION OF INTEREST**

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

- 2.2 Full Name of bidder or his or her representative:

.....

- 2.3 Identity Number:.....

- 2.4 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>):

.....

- 2.5 Company Registration Number:.....

- 2.6 Tax Reference Number:.....

- 2.7 VAT Registration Number:.....

- 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

<sup>1</sup>"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

<sup>2</sup>"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

**3 TICK WHICH IS APPLICABLE AND WHERE NOT APPLICABLE WRITE N/A)**

- 2.7 Are you or any person connected with the bidder presently employed by the state?

**YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member: .....  
Name of state institution at which you or the person  
connected to the bidder is employed : .....  
Position occupied in the state institution: .....

Any other particulars:

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

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?

**YES / NO**

2.7.2.1 If yes, did you attached proof of such authority to the bid document?

**YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

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

2.7.3 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?

**YES / NO**

2.7.4 If so, furnish particulars:

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

2.8 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?

**YES / NO**

2.9.1 If so, furnish particulars.

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

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

**YES/NO**

2.10.1 If so, furnish particulars.

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

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

**YES/NO**

2.11.1 If so, furnish particulars:

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

**3 Full details of directors / trustees / members / shareholders.**

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Persal Number

**4 DECLARATION**

I, THE UNDERSIGNED (NAME).....

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

**Part 5 – Schedule E**  
**Declaration of past experience and certificate of independence**

**SBD 8**

**DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

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

**In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

**(TICK APPLICABLE BOX AND WHERE NOT APPLICABLE WRITE N/A)**

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audialterampartem</i> rule was applied).</p> <p><b>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		

4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

### CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME).....**

**CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.**

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

.....

**Signature**

.....

**Date**

.....

**Position**

.....

**Name of Bidder**

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

**<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.**

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



**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Institution)

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

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.
7. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
8. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;

- (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
9. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
10. 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.

**<sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.**

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

---

**Part 5 – Schedule F**  
**Qualifications and Experience**

---

1. Details of the extent of the bidders activities and business, e.g. branches etc:

---

---

---

2. A list of existing /previous contracts relating to services which are similar to the Services:

Description of Contract	Period	Contact Person & Tel No.
-------------------------	--------	--------------------------

A)

B)

C)

*(Please provide contactable references)*

3. The number of years that the bidder has been in the business of providing services which are materially the same as the Services:

---

4. The name of the person who shall manage the Services:

---

5. Detail such person's qualifications and experience below :

---

---

---

.....  
**SIGNATURE OF (ON BEHALF OF) BIDDER**

.....  
**NAME IN CAPITALS**

In the presence of :

1. ....

2. ....

---

**Part 5 – Schedule G**  
**Organization type**

---

**SOLE TRADER/ PARTNERSHIP/CLOSED CORPORATION(Tick which is applicable)**

The bidder comprises of the following legal person / partners/members/directors:

1. NAME \_\_\_\_\_  
ADDRESS : \_\_\_\_\_  
ID NUMBER: \_\_\_\_\_
  
2. NAME : \_\_\_\_\_  
ADDRESS : \_\_\_\_\_  
ID NUMBER: \_\_\_\_\_
  
3. NAME : \_\_\_\_\_  
ADDRESS : \_\_\_\_\_  
ID NUMBER: \_\_\_\_\_
  
4. NAME : \_\_\_\_\_  
ADDRESS : \_\_\_\_\_  
ID NUMBER: \_\_\_\_\_
  
5. NAME : \_\_\_\_\_  
ADDRESS : \_\_\_\_\_  
ID NUMBER: \_\_\_\_\_

.....  
**SIGNATURE OF (ON BEHALF OF) BIDDER**

.....  
**NAME IN CAPITALS**

In the presence of:

1. ....
2. ....

## Part 5 – Schedule H

### Organisational structure

- 
- This image shows a blank sheet of white paper with horizontal black ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

**SIGNATURE OF (ON BEHALF OF) BIDDER**

NAME IN CAPITALS

In the presence of:

1. \_\_\_\_\_
2. \_\_\_\_\_

---

**Part 5 – Schedule I**  
**Details of Supplier's office**

---

1. Physical address of supplier's office

---

---

---

---

- 1 Telephone No of office: \_\_\_\_\_

- 3 Time period for which such office has been used by supplier: \_\_\_\_\_

.....  
**SIGNATURE OF (ON BEHALF OF) BIDDER**

.....  
**NAME IN CAPITALS**

In the presence of:

1. ....

2. ....

---

**Part 5 – Schedule K**  
**Preference Point Claim Form and Declaration Certificate for Local Production and**  
**Content for Designated Sectors**

---

**SBD 6.1**

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

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

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

---

**1. GENERAL CONDITIONS**

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

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

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

## 2. DEFINITIONS

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

### **3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES**

#### 4. POINTS AWARDED FOR PRICE

#### 4.1 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**

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

**or**

or

**90/10**

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

$P_{min}$  = Price of lowest acceptable bid

#### 4.2 FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME-GENERATING PROCUREMENT



### 4.3 POINTS AWARDED FOR PRICE

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

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

Where

$P_s$  = Points scored for price of bid under consideration  
 $P_t$  = Price of bid under consideration  
 $P_{max}$  = Price of highest acceptable bid

### 5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

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

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

### 6. BID DECLARATION

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

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

- 7.1 B-BBEE Status Level of Contributor: . = .....(maximum of 10 or 20 points)
- (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

### 8. SUB-CONTRACTING

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

(***Tick applicable box***)

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

8.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

**(Tick applicable box)**

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

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

Designated Group: An EME or QSE which is at least 51% owned by:	EME ✓	QSE ✓
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

9. **DECLARATION WITH REGARD TO COMPANY/FIRM**

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

9.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

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

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

WITNESSES

1. ....

2. ....

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

DATE: .....

ADDRESS .....

.....

.....

## **DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS**

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

### **1. General Conditions**

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

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

Where

x is the imported content in Rand

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

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

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

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

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

Description of services, works or goods                      Stipulated minimum threshold

**NB: Refer Specification attached as Schedule "M"**

_____	_____ %
_____	_____ %
_____	_____ %

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

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

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

The relevant rates of exchange information is accessible on [www.resbank.co.za](http://www.resbank.co.za)

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

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

**IN RESPECT OF BID NO. ....**

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

NB

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

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

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

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
- (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

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

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

**The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.**

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

**SIGNATURE:** \_\_\_\_\_

**WITNESS No. 1** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 2** \_\_\_\_\_

**DATE:** \_\_\_\_\_

(C1)	Tender No.	
(C2)	Tender description:	
(C3)	Designated product(s)	
(C4)	Tender Authority:	
(C5)	Tendering Entity name:	
(C6)	Tender Exchange Rate:	Pula <input type="text"/> EU <input type="text"/>
(C7)	Specified local content %	

GBP 

(C20) Total tender value

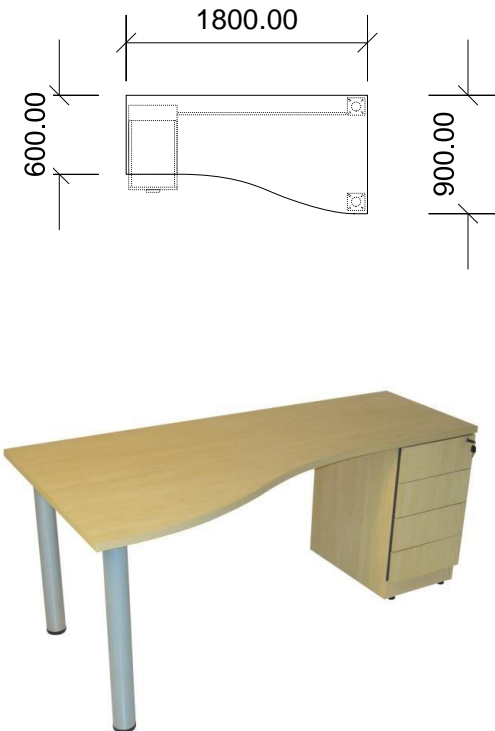
(C21) Total Exempt imported content

(C23) Total Imported content

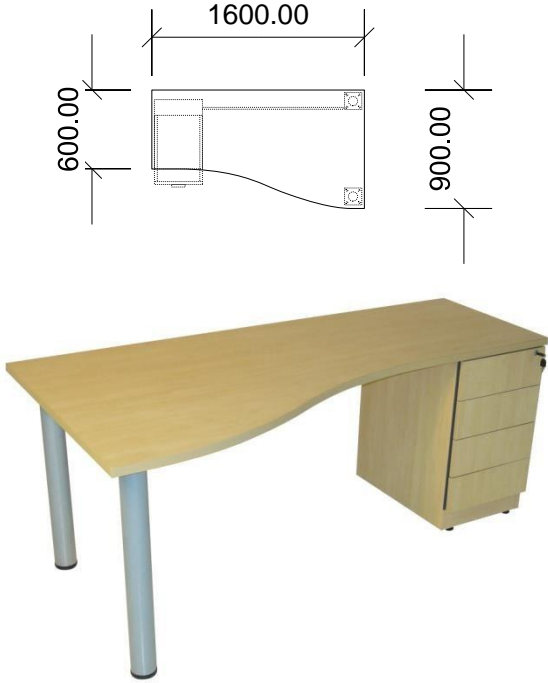
(C24) Total local content

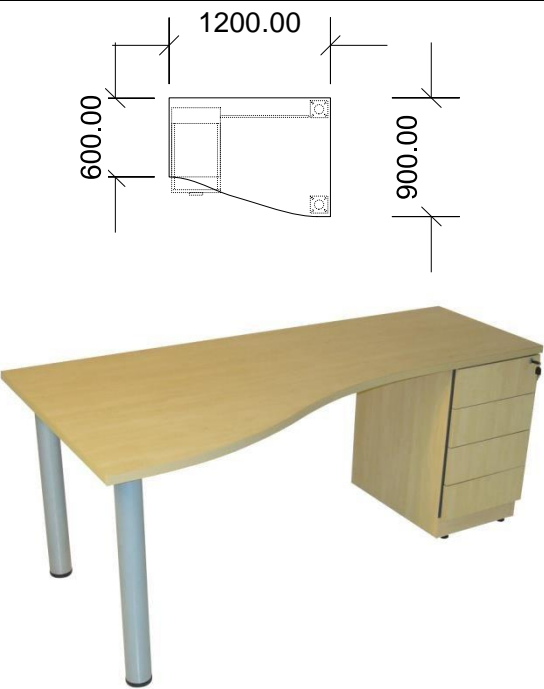
(C25) Average local content % of tender

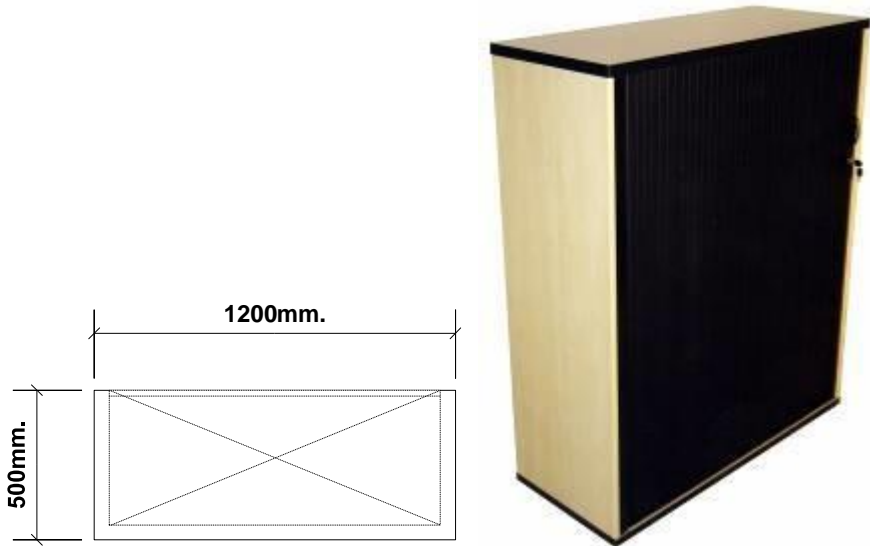
Page 55 of 67

SCHEDULE M		
ITEM NO.	ITEM SPECIFICATION	LOCAL CONTENT THRESHOLD
Item 0031	Computer workstation	THRESHOLD
<p><b>Computer workstation consisting of:</b></p> <ul style="list-style-type: none"> <li>1 x 1800/900 x 600 Spline top <ul style="list-style-type: none"> <li>Higher grade pressure laminate CDL / DECON <ul style="list-style-type: none"> <li>0.35 surface o</li> <li>Burgan mahog, Cherry Oak or Maple finish o</li> <li>Suitable balancing backer o</li> <li>Full 32mm thick top o</li> <li>Grid of steel threaded insets on underside of all tops. o</li> <li>32mm x 3mm Flat P.V.C edges on sides and back <ul style="list-style-type: none"> <li>Black o</li> <li>32mm x 12mm Bull nose P.V.C knock in edges on all users sides</li> </ul> </li> </ul> </li> </ul> </li> <li>1 x 3 Draw desk height pedestal – no top o</li> <li>2 x Standard drawers <ul style="list-style-type: none"> <li>1 x deep filing drawer with steel cradle o</li> <li>Metal draw runners o</li> <li>Metal draw inners o</li> <li>Central lock mechanism o</li> <li>Height adjustable ferrules</li> </ul> </li> <li>2 x Steel pole legs o</li> <li>76mm diameter x 700mm high o</li> <li>Welded top plate o</li> <li>Adjustable base foot o</li> <li>Silver epoxy coated finish <ul style="list-style-type: none"> <li>Fitted to grid of steel insets – underside</li> </ul> </li> <li>1 x Wood modesty panel o <ul style="list-style-type: none"> <li>Burgan mahog, Cherry, Oak or Maple finish o</li> <li>To size as required o</li> <li>Complete with steel fixing brackets o</li> <li>Fitted to grid of steel insets - underside</li> </ul> </li> </ul>		90 %





Item 0032	Computer workstation	THRESHOLD
<p><b>Computer workstation consisting of:</b></p> <ul style="list-style-type: none"> <li>1 x 1600/900 x 600 Spline top <ul style="list-style-type: none"> <li>Higher grade pressure laminate CDL / DECON 0.35 surface</li> <li>Burgan mahog, Cherry Oak or Maple finish</li> <li>Suitable balancing backer</li> <li>Full 32mm thick top</li> <li>Grid of steel threaded insets on underside of all tops.</li> <li>32mm x 3mm Flat P.V.C edges on sides and back</li> <li>- Black</li> <li>32mm x 12mm Bull nose P.V.C knock in edges on all users sides</li> </ul> </li> <li>1 x 3 Draw desk height pedestal – no top</li> <li>2 x Standard drawers</li> <li>1 x deep filing drawer with steel cradle <ul style="list-style-type: none"> <li>Metal draw runners</li> <li>Metal draw inners</li> <li>Central lock mechanism</li> <li>Height adjustable ferrules</li> </ul> </li> <li>2 x Steel pole legs</li> <li>76mm diameter x 700mm high</li> <li>Welded top plate</li> <li>Adjustable base foot</li> <li>Silver epoxy coated finish</li> <li>Fitted to grid of steel insets – underside</li> </ul> <ul style="list-style-type: none"> <li>1 x Wood modesty panel</li> <li>Burgan mahog, Cherry, Oak or Maple finish</li> <li>To size as required</li> <li>Complete with steel fixing brackets</li> <li>Fitted to grid of steel insets - underside</li> </ul>		<p>90 %</p>

Item 0033	Computer workstation	THRESHOLD
<p><b>Computer workstation consisting of:</b></p> <ul style="list-style-type: none"> <li>1 x 1200/900 x 600 Spline top <ul style="list-style-type: none"> <li>Higher grade pressure laminate CDL / DECON 0.35 surface</li> <li>Burgan mahog, Cherry Oak or Maple finish</li> <li>Suitable balancing backer</li> <li>Full 32mm thick top</li> <li>Grid of steel threaded insets on underside of all tops.</li> <li>32mm x 3mm Flat P.V.C edges on sides and back</li> <li>- Black</li> <li>32mm x 12mm Bull nose P.V.C knock in edges on all users sides</li> </ul> </li> <li>1 x 3 Draw desk height pedestal – no top <ul style="list-style-type: none"> <li>2 x Standard drawers</li> <li>1 x deep filing drawer with steel cradle</li> <li>Metal draw runners</li> <li>Metal draw inners</li> <li>Central lock mechanism</li> <li>Height adjustable ferrules</li> </ul> </li> <li>2 x Steel pole legs <ul style="list-style-type: none"> <li>76mm diameter x 700mm high</li> <li>Welded top plate</li> <li>Adjustable base foot</li> <li>Silver epoxy coated finish</li> <li>Fitted to grid of steel insets – underside</li> </ul> </li> <li>1 x Wood modesty panel <ul style="list-style-type: none"> <li>Burgan mahog, Cherry, Oak or Maple finish</li> <li>To size as required</li> <li>Complete with steel fixing brackets</li> <li>Fitted to grid of steel insets - underside</li> </ul> </li> </ul>		90 %

Item 0036	Sliding door system cupboard	THRESHOLD
<p><b>Sliding door system cupboard</b></p> <ul style="list-style-type: none"> <li>1500mm h x 1200mm w x 500mm d <ul style="list-style-type: none"> <li>○ Melamine finish of choice o Burgan mahog, Cherry or Maple finish</li> <li>○ Suitable balancing backer</li> <li>○ Full 32mm thick top</li> <li>○ Black / Silver P.V.C Sliding door slatts</li> <li>○ Full 32mm thick top</li> <li>○ Full 32mm base</li> <li>○ 32mm x 3mm Flat P.V.C edges - black</li> <li>○ 16mm casing structure</li> <li>○ 3 x Steel adjustable shelves</li> <li>○ Black epoxy coated finish</li> <li>○ Lockable</li> </ul> </li> </ul>		90 %



Item 0039	4 Draw melamine filing cabinet	THRESHOLD
<ul style="list-style-type: none"> <li>• <b>4 Draw melamine filing cabinet</b></li> <li>• Burgan mahog, Cherry, Oak or Maple laminate finish</li> <li>• 32mm Banded PVC profile</li> <li>• Telescopic ball bearing draw runners o Hang rails – Suspension files</li> <li>• Central locking</li> </ul>		90 %

Item 0043	Reception counter	THRESHOLD
<p><b>Reception counter consisting of:</b></p> <ul style="list-style-type: none"> <li>• 2400 x 750</li> <li>• Melamine finish of choice <ul style="list-style-type: none"> <li>○ Summer oak or Indian Ebony</li> <li>○ Novolam</li> </ul> </li> <li>• 32mm Banded PVC profile o Full 32mm Thick top</li> <li>• Curved panel sides o White melamine finish</li> <li>• Full front modesty panel o Aluminum kick plate o Box feature panel</li> <li>• Glass top</li> <li>• <b>1 x 3 Draw mobile pedestal</b> <ul style="list-style-type: none"> <li>○ 2 x Std. draws, 1 x D/filer draw o Melamine finish of choice <ul style="list-style-type: none"> <li>➤ Indian Ebony</li> <li>➤ White</li> </ul> </li> <li>○ Metal draw runners o PVC</li> <li>Draw inners o Pen &amp; pencil tray o Silver arch handles</li> <li>○ Central locking</li> </ul> </li> </ul>		90%

Item 0051	Executive high back chair	THRESHOLD
<p><b>Executive high back chair</b></p> <ul style="list-style-type: none"> <li>• Black bonded leather upholstery</li> <li>• Swivel &amp; tilt action</li> <li>• Gas height adjust</li> <li>• Torsion bar mechanism</li> <li>• Taurus armrests</li> <li>• Chrome frame</li> <li>• Triangle chrome feature in back rest</li> <li>• 5 Star aluminium castor base</li> </ul>		65 %

Item 0052	Executive visitors arm chairs	THRESHOLD
<b>Executive visitors arm chairs</b> <ul style="list-style-type: none"> <li>Black bonded leather upholstery</li> <li>Taurus armrests</li> <li>Chrome sleigh base frame</li> <li>Moulded shell</li> </ul>		70 %

Item 0056	Visitors arm chairs	THRESHOLD
<b>Visitors arm chairs</b> <ul style="list-style-type: none"> <li>Black bonded leather upholstery</li> <li>Ruched</li> <li>Curved poly armrests</li> <li>Metal sleigh base frame</li> <li>Chrome</li> </ul>		70 %
Item 0057	High back chair	THRESHOLD
<b>High back chair</b> <ul style="list-style-type: none"> <li>Black touch leather</li> <li>1 Piece fully moulded high back shell</li> <li>Curved poly armrest on steel sub frame</li> <li>Swivel &amp; tilt action</li> <li>Forward knee tilt mechanism</li> <li>Gas height adjustment</li> <li>5 Star nylon castor base</li> </ul>		65 %

Item 0058	Visitors arm chairs	THRESHOLD
<b>Visitors arm chairs</b> <ul style="list-style-type: none"> <li>• Black touch leather</li> <li>• 1 Piece fully moulded mid back shell</li> <li>• Curved poly armrest on steel sub frame</li> <li>• Metal sleigh base frame <ul style="list-style-type: none"> <li>o Silver epoxy coated finish</li> </ul> </li> </ul>		70 %
Item 0059	High back operators chair	THRESHOLD
<b>High back operators chair</b> <ul style="list-style-type: none"> <li>• Range 2 fabric</li> <li>• Full synchro mech o 4 Position locking</li> <li>• Gas height adjustment</li> <li>• Flexi armrests armrests</li> <li>• 5 Star nylon castor base</li> <li>• ISO 18001/14001</li> <li>• Proudly SA</li> </ul>		65 %



Item 0065	Mid back office chair	THRESHOLD
<b>Mid back office chair</b> <ul style="list-style-type: none"> <li>• Range 2 fabric o      Stitch detail</li> <li>• Swivel &amp; tilt mechanism</li> <li>• Gas height adjustment</li> <li>• Polyurethane curved armrest o Reinforced centre rib</li> <li>• Static load of 125kg in accordance with BIFMA standards</li> <li>• 5 Star castor base o      Reinforced steel inner ring o      Heavy duty open dual castors o      65mm Diameter with steel pin</li> </ul>		65 %


Item 0069	Mid back operators chair	THRESHOLD
<b>Mid back operators chair</b> <ul style="list-style-type: none"> <li>• Backrest – Netting black</li> <li>• Seat - Range 1 fabric Vulcan black</li> <li>• Swivel &amp; tilt action</li> <li>• Simple synchron mechanism</li> <li>• Trio armrests</li> <li>• 5 Star castor base</li> </ul>		65 %

Item 0093	Plastic side chair	THRESHOLD
<b>Plastic side chair</b> <ul style="list-style-type: none"> <li>Aluminium legs <ul style="list-style-type: none"> <li>Four legged</li> <li>Round tube</li> </ul> </li> <li>Polypropylene shell <ul style="list-style-type: none"> <li>Red</li> <li>Moulded shell</li> </ul> </li> <li>No arms</li> </ul>	 	100 %


Item 00104	4 Draw metal filing cabinet	THRESHOLD
<b>4 Draw metal filing cabinet</b> <ul style="list-style-type: none"> <li>1320H x 470W x 625D</li> <li>Ivory / Karoo Epoxy powder coated finish</li> <li>Metal draw runners</li> <li>Hang rails</li> <li>Central locking</li> </ul>		100 %



Item 00105	Metal stationary cabinet	THRESHOLD
<b>Metal stationary cabinet</b> <ul style="list-style-type: none"> <li>• 1800H x 900W x 450D</li> <li>• Ivory / Karoo Epoxy powder coated finish</li> <li>• 4 x Adjustable shelves</li> <li>• Lockable</li> </ul>		100 %
Item 00111	5 Seater Bench Seat	THRESHOLD
<b>5 Seater Bench Seat</b> <ul style="list-style-type: none"> <li>• 2960mm W x 680mm D x 800mm H</li> <li>• 5 Seater On Beam</li> <li>• Ergonomically Shaped</li> <li>• 5 x Perforated Steel Seats – Aluminum Powder Coated o With Chrome Channel Trim</li> <li>• 1 x Support Beam – Black Epoxy Coated Finish</li> <li>• 2 x End Armrests – Chrome Finish</li> <li>• 2 x Double Cantilever Base Legs – Chrome Finish</li> <li>• 4 x Height Adjustable Ferrules – Chrome Finish</li> <li>• Designed For High Volume Traffic</li> <li>• Constructed Of Mild Steel</li> <li>• Low Maintenance And Cleaning Required</li> </ul>		100 %

Item 00139	Sliding door system cupboard	THRESHOLD
<b>Sliding door system cupboard</b> <ul style="list-style-type: none"> <li>1500h x 1200w x 550d ☐ Melamine finish of choice o Vancouver Maple, Natural Oak, American Cherry, o Platinum Wenge, Ferrara Oak, White and Burgandy Mahogany</li> <li>Full 22mm thick top &amp; base</li> <li>22mm Banded PVC profile</li> <li>Silver roller doors</li> <li>3 x Adjustable shelves</li> <li>Height adjustable ferrules</li> <li>Lockable</li> </ul>		90 %

Item 00140	Hinged door system cupboard	THRESHOLD
<b>Hinged door system cupboard</b> <ul style="list-style-type: none"> <li>1500h x 900w x 550d ☐ Melamine finish of choice o Vancouver Maple, Natural Oak, American Cherry, o Platinum Wenge, Ferrara Oak, White and Burgandy Mahogany</li> <li>Full 22mm thick top &amp; base</li> <li>22mm Banded PVC profile</li> <li>3 x Adjustable shelves</li> <li>Height adjustable ferrules</li> <li>Lockable</li> </ul>		90 %

tem 00145	4 Draw melamine filing cabinet	THRESHOLD
<b>4 Draw melamine filing cabinet</b> <ul style="list-style-type: none"> <li>• 466W x 560D X 1395h ☐ Melamine finish of choice o Vancouver Maple, Natural Oak, American Cherry, o Platinum Wenge, Ferrara Oak, White and Burgandy Mahogany</li> <li>• 22mm Thick top &amp; base</li> <li>• 22mm Banded PVC profile</li> <li>• Steel draw runners</li> <li>• Height adjustable ferrules</li> <li>• Central locking mechanism</li> </ul>		90 %