



the gpaa

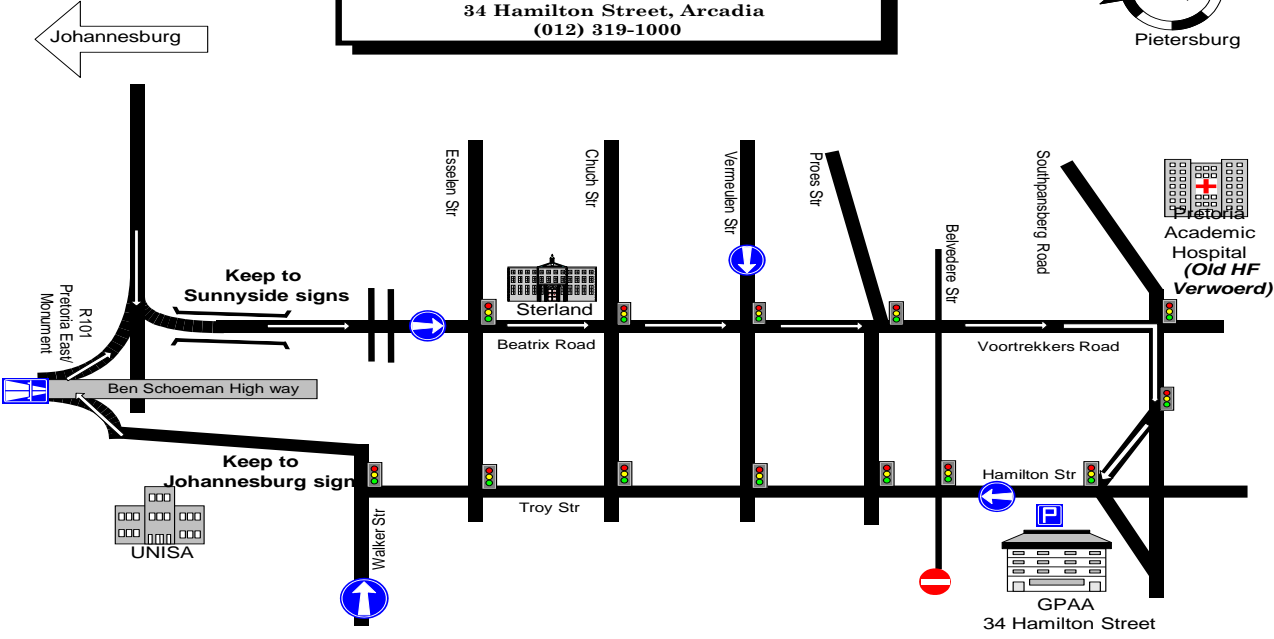
Department:  
Government Pensions Administration Agency  
REPUBLIC OF SOUTH AFRICA

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# **Government Pensions Administration Agency (GPAA)**

**Request for Proposal (RFP) for the  
Appointment of a service provider to supply and install  
furniture at the Gpaa head office and regional offices for a  
period of five (5) years**

**Map to  
Chief Directorate : Pensions Administration  
(GPAA)  
34 Hamilton Street, Arcadia  
(012) 319-1000**



**Enquiries:**  
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**Physical address:**  
GPAA Offices  
34 Hamilton Street  
Arcadia  
Pretoria

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## TERMS OF REFERENCE

### 1. OBJECTIVE

The GPAA intends to appoint an experienced service provider to supply, deliver, install and commission furniture on an “as and when required basis” at head office and sixteen (16) regional offices geographically spread over nine (9) provinces of South Africa.

### 2. FUNCTIONS OF THE GPAA

The Government Pensions Administration Agency (GPAA) is a government component which reports to the Minister of Finance and administers funds and schemes on behalf of the Government Employees Pension Fund (GEPF), the largest pension fund in Africa, and National Treasury. It administers the pension affairs of approximately 1, 85 million government employees and those of pensioners, spouses and dependants.

Facilities Management is responsible for the allocation of the office space for the Gpaa. It oversees the planning, coordination and execution of upgrades on current and new office buildings to ensure timeous project execution. It is with this consideration that Facilities Management seeks the appointment of a service provider to supply and install furniture to ensure habitable working environment in all of its offices and to comply with Occupational Health and Safety Standards.

### 3. METHODOLOGY

The following elements are critical to the successful delivery of the project:

- Supply, delivery, installation and commissioning of office furniture on an “ as and when required basis” within the specified period.
- Supply durable and good quality furniture as per the required specification.
- The supplier must possess an in – depth knowledge and experience in manufacturing of office furniture.
- Comply with local content requirements.

### 4. SCOPE OF WORK

The scope of this project includes the appointment service provider to supply, deliver, install and commission office furniture on an “as and when required basis” in line with the provided specification for a period of five years. Refer to **Annexure 1** for detailed specification.

The service provider is expected to service the GPAA head office located in Pretoria and the 16 regional offices:-

- Pretoria head office
- Mthatha
- Johannesburg
- Rustenburg
- Bloemfontein
- Nelspruit
- Polokwane
- Thohoyandou

- Pietermaritzburg
- Durban
- Cape Town
- Bisho
- Port Elizabeth
- Phuthaditjaba
- Kimberley
- Mahikeng

**Note:** The number of offices may increase during the period of the contract. The existing offices may also relocate, delivery must still be made to the new locations for the duration of the contract period. The bidders are required to consider relocation fee.

## 5. DURATION OF APPOINTMENT

This project will be undertaken for a period of five (5) years.

## 6 GUIDELINE FOR RESPONSE

The Professional Service Provider should demonstrate the following:

### 6.1 Administrative requirements

Bidders must ensure that all the documents listed below forms part of their submitted bid documents:

- Valid tax clearance certificate or SARS pin certificate or CSD report.
- All standard bidding documents must be completed in full and signed.
- Pricing proposal ( SBD 3.1) to be submitted separately.
- Technical response which includes company profile, track record and previous experience, capacity and capability.
- Workmanship should be guaranteed for atleast 36 months after installation ( attach confirmation letter)

### 6.2 Experience

#### 6.2.1 A minimum of 5 years experience in supplying and installing office furniture.

- Provide an award letter demonstrating the suppliers expertise and ability in the manufacturing, supply and installation of office furniture. Such a letter should indicate the services rendered, including the value of projects.
- The bidder profile must contain the entity's organizational structure/ staff organogram, as well as a profile of core staff. This should include the CV's of the project team that will service the GPAA account. A team should comprise of skilled and experienced team members to execute the range of activities and tasks specified in the terms of reference with integrity and in a professional manner.
- Prevoius projects completed of a similar nature. This should be accompanied by a minimum of 3 reference letters of prevoius /current clients. Provide evidence of track record in similar assignment undertaken, duration, value and numbers of clients serviced.

#### 6.2.2. Capability

- Provide **project management approach** supported with a proposed project implementation plan.( If outsourcing please attach a letter from the manufacturer confirming the above .
- **Delivery methodology/time lines**, the supplier should outline a detailed plan indicating the best method to deliver the furniture and adhere to timelines agreed. Failure to deliver or the delivery of sub standard furniture, will lead to the order being cancelled.

- Workmanship should be guaranteed for atleast 36 months after installation. The bidder must provide a letter of commitment.

### 6.2.3 Capacity

- The bidder must demonstrate the necessary capacity to provide the required services, these may include but not limited to staff, equipment, asset register and financial statement. The service provider must have an established operational workshop/office within the country with the necessary infrastructure to provide the required office furniture and the accompanying installation of such furniture.

### 6.2.4 References

- Previous projects completed of a similar nature confirmed by an award letter. This should be accompanied by a minimum of 3 reference letters of previous /current clients. Such letters should indicate the services rendered, including the value of projects rendered.

## 7. PRICE

Only the financial proposal of the companies who qualified in terms of the percentage threshold for functionality will be further evaluated. The price escalation will be determined by the yearly Consumer Price Index percentage.

## 8. SERVICE PROVIDER OBLIGATIONS

This can also form part of the SLA.

## 9. EVALUATION CRITERIA

### 9.1 Proposal Submission Format and Evaluation Criteria

#### 9.1.1 Submission Format

##### Evaluation System

The evaluation will be conducted by an evaluation panel who will evaluate all bids from a basis of a 90/10 preference points system of which 90 points will be made up of 10 % price.

All tenderers who don't score a minimum of 65% of functionality will be considered as being none responsive and they may be disqualified from being considered as valid tenderers.

The 65% functionality will be scored as stated in diagram below.

Service Providers are required to structure their responses as depicted in the table below.

The table also depicts the evaluation criteria for functionality (Phase 2 evaluation) and associated weighting for each of the elements:

**Values: 1 – 5**

Poor = 1	Average = 2	Good = 3	Very Good = 4	Excellent = 5
----------	-------------	----------	---------------	---------------

Section	Evaluation Criteria	Description
<b>PHASE 1: Administrative Requirements</b>		

Section	Evaluation Criteria	Description
---------	---------------------	-------------

The following compulsory statutory documents:

- Valid tax clearance certificate or SARS Pin certificate of CSD report
- Completed SBD 1;
- Completed SBD 3.1;
- Completed SBD 4;
- Completed SBD 6.1;
- Completed SBD 6.2;
- Completed SBD 8;
- Completed SBD 9;
- Including Annexure C
- Pricing proposal
- Technical Response ( which includes, company profile, track record and previous experience, capacity and capability).
- Workmanship should be guaranteed for atleast 36 months after installation ( attach confirmation letter).
- This tender requires the successful bidder to subcontract a minimum of 30% to an EME or QSE which is at least 51% owned by black people.

*Failure to comply with the required administrative compliance documents may render your bid unacceptable.*

**PHASE 2: Functionality**

Weighting 50%	Experience	<b>RELEVANT SKILLS, EXPERIENCE IN MANUFACTURING, SUPPLYING, INSTALLATION OF OFFICE FURNITURE:</b>  The Service Provider should: <ul style="list-style-type: none"> <li>• Atleast have five (5) years experience in delivering contracts of a similar nature.</li> <li>• Profile containing the entity's organizational structure, as well as a profile of core staff.</li> </ul>
	30%	
	20%	<ul style="list-style-type: none"> <li>• A minimum of three (3) reference letters of previous/ current clients indicating projects completed including the value of projects rendered.</li> </ul>
Weighting 30%	Capability	<ul style="list-style-type: none"> <li>• Provide project management approach supported with a proposed project implementation plan</li> <li>• Delivery methodology/time lines.</li> </ul>
Weighting 20%	Capacity	<ul style="list-style-type: none"> <li>• The bidder must demonstrate the necessary capacity to provide the required services, these may include but not limited to staff, equipment, asset register and financial statement</li> </ul>

Client	Number of Client employees	Scope	Deliverables	Number of positions	Contact details	Contactable Reference (Name, position, tel number, email)

**PHASE 3: Pricing and BBBEE points claimed**

Section	Evaluation Criteria	Description
90	Price	
10	Preference Points (BBBEE points claimed)	
100	Total	

This bid will follow a three-phase evaluation process, the first phase being an evaluation of *administrative compliance*, followed by the second phase, being *functionality* as per criteria set out in the table above and the third being price and preference points evaluated in terms of the PPR 2017 using the 90/10 criteria.

*N.B.: The minimum qualifying score for functionality in this bid is 65%. Suppliers who fail to meet the minimum qualifying score of 65% will be eliminated and not considered for the second phase of evaluation.*

**Disclaimer:** The shortlisted bidders will be subjected to a due diligence exercise.





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# Annexure A

## Government Pensions Administration Agency (GPAA)

### SUPPLY CHAIN MANAGEMENT (SCM)

#### *Standard Documents*

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**PART A**  
**INVITATION TO BID**

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE GOVERNMENT PENSION ADMINISTRATION AGENCY (GPAA)**

BID NUMBER	GPAA 09/2020	CLOSING DATE	Tuesday, 09 June 2020	CLOSING TIME	11:00am
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DESCRIPTION	SUPPLY, DELIVERY AND INSTALLATION OF FURNITURE FOR GPAA HEAD OFFICE AND REGIONAL OFFICES FOR A PERIOD OF FIVE (5) YEARS
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**BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)**

**34 HAMILTON STREET**

**ARCADIA**

**PRETORIA**

<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>	<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO</b>
---	---

CONTACT PERSON	WILLIAM RAMOROKA	CONTACT PERSON	
TELEPHONE NUMBER	N/A	TELEPHONE NUMBER	
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	
E-MAIL ADDRESS	William.ramoroka@gpaa.gov.za	E-MAIL ADDRESS	

**SUPPLIER INFORMATION**

NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE		NUMBER
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE		NUMBER
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN	<b>OR</b>	CENTRAL SUPPLIER DATABASE No MAAA
BBBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		BBBEE STATUS LEVEL SWORN AFFIDAVIT  [TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No

**A BBBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR BBBEE]**

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

**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

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.**

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## PART B

### TERMS AND CONDITIONS FOR BIDDING

#### 1. BID SUBMISSION

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS.
- 1.2. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.3. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.4. 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.
- 1.5. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

#### 2. TAX COMPLIANCE REQUIREMENTS

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

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

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

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

DATE: .....

## 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 an advertised competitive bid, a limited bid, a proposal or written price quotation). 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 in relation to the evaluating/adjudicating authority where the:

- bidder is employed by the state; and/or
- 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.**

2.1 Full Name of bidder or his or her representative: .....

2.2 Identity Number: .....

2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>, member): .....

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust: .....

2.5 Tax Reference Number: .....

2.6 VAT Registration Number: .....

2.7 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.

2.8 Are you or any person connected with the bidder presently employed by the state?  Yes  No

**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: .....  
.....  
.....  
.....

2.9 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

**If yes**, did you attach 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).

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

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

2.10 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

**If so**, furnish particulars:

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

2.11 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

**If so**, furnish particulars:

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

2.12 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

**If so**, furnish particulars.

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

---

2.13 Do you or any of the directors / trustees / shareholders / members of the company have  Yes  No  
any interest in any other related companies whether or not they are bidding for this contract?

If so, furnish particulars:

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

**3. FULL DETAILS OF DIRECTORS / TRUSTEES / MEMBERS / SHAREHOLDERS**

Full Name	Identity Number	Personal Income Tax Reference Number	State Employee Number / Peral Number

**4 DECLARATION**

I, THE UNDERSIGNED (NAME) ..... HEREBY 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 SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
SIGNATURE

.....  
DATE

.....  
NAME OF BIDDER

.....  
POSITION

---

## 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 (BBBEE) Status Level of Contribution

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF BBBEE, 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 The value of this bid is estimated to

1.2.1 **exceed / not exceed** R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or

1.2.2 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:

- Price; and
- BBBEE Status Level of Contributor.

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

	POINTS
PRICE	90
BBBEE STATUS LEVEL OF CONTRIBUTOR	10
<b>Total points for Price and BBBEE must not exceed</b>	<b>100</b>

1.5 Failure on the part of a bidder to submit proof of BBBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for BBBEE 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

2.1 **“BBBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

2.2 **“BBBEE status level of contributor”** means the BBBEE 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;

2.3 **“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;



- 2.4 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.5 **“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;
- 2.6 **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- 2.7 **“prices”** includes all applicable taxes less all unconditional discounts;
- 2.8 **“proof of BBBEE status level of contributor”** means:
- BBBEE Status level certificate issued by an authorized body or person;
  - A sworn affidavit as prescribed by the BBBEE Codes of Good Practice;
  - Any other requirement prescribed in terms of the BBBEE Act;
- 2.9 **“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;
- 2.10 **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

### 3. POINTS AWARDED FOR PRICE

#### THE 80/20 OR 90/10 PREFERENCE POINT SYSTEM:

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

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

Where

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

### 4. POINTS AWARDED FOR BBBEE STATUS LEVEL OF CONTRIBUTOR

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

BBBEE 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

BBBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
7	2	4
8	1	2
Non-compliant contributor	0	0

**5. BID DECLARATION**

Bidders who claim points in respect of BBBEE Status Level of Contribution must complete the following:

**BBBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1:**

BBBEE 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 BBBEE status level of contributor.

**6. SUB-CONTRACTING**

6.1 Will any portion of the contract be sub-contracted? (*Tick applicable box*)

Yes  No

If **yes**, indicate:

- a) What percentage of the contract will be subcontracted .....%
- b) The name of the sub-contractor: .....
- c) The BBBEE status level of the sub-contractor: .....
- d) Whether the sub-contractor is an EME or QSE (*Tick applicable box*)

Yes  No

e) 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 last 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		
<b>OR</b>		
Any EME		
Any QSE		

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

7.1 Name of company/firm:.....

7.2 VAT registration number:.....

7.3 Company registration number:.....

7.4 TYPE OF COMPANY/ FIRM (*Tick applicable box*)

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

7.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

7.6 COMPANY CLASSIFICATION (*Tick applicable box*)

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

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

7.8 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:

- a) the information furnished is true and correct;
- b) the preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- c) 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; and
- d) if the BBBEE 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 to:
  - disqualify the person from the bidding process;
  - recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - 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;
  - 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
  - forward the matter for criminal prosecution.

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

DATE: .....

ADDRESS .....

.....

.....

WITNESSES

1. ....

2. ....

## DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:201x.

### 1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9. (1) and 9. (3) make provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Regulation 9.(3) prescribes that where there is no designated sector, a specific bidding condition may be included, that only locally produced services, works or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.
- 1.4. Where necessary, for bids referred to in paragraphs 1.2 and 1.3 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.
- 1.5. 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.
- 1.6. The local content (LC) as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 201x as follows:

$$LC = 1 - \left( \frac{x}{y} \right) \times 100$$

Where

- x        imported content  
y        bid price excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid as indicated in paragraph 4.1 below.

### 1.7. A bid will be disqualified if:

- the bidder fails to achieve the stipulated minimum threshold for local production and content indicated in paragraph 3 below; and.
- this declaration certificate is not submitted as part of the bid documentation.

### 2. Definitions

- 2.1. **“bid”** includes advertised competitive bids, written price quotations or proposals;
- 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
- 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;

- 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility(close corporation, partnership or individual).
- 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

**3. The stipulated minimum threshold(s) for local production and content for this bid is/are as follows:**

ITEM NO.	DESCRIPTION OF GOODS	STIPULATED MINIMUM THRESHOLD
1	EXECUTIVE OFFICES  DESK WITH HALF INLAY FINISH: WALLNUT VENEER WITH MATT BLACK MELAMINE INLAY 2100mm(W) x 900mm(D) x 730mm(H)	100%
2	QUARTER LINK CURVED BASE (RHS/LHS) FINISH: WALLNUT VENEER WITH MATT BLACK MELAMINE SIDE PANELS 800mm(W) x 650mm(D) x 730mm(H)	100%
3	QUARTER LINK CURVED BASE (LHS/RHS) FINISH: WALLNUT VENEER WITH MATT BLACK MELAMINE SIDE PANELS 800mm(W) x 600mm(D) x 730mm(H)5	100%
4	ROLLER DOOR PEDENZA LHS INCLUDING 2x ADJUSTABLE INTERNAL SHELVES INCLUDING LOCKABLE 1x PEN & PENCIL DRAWER, 2x STANDARD DRAWERS, 1x DEEP FILING DRAWER FINISH: WALLNUT VENEER 1250mm(W) x 650mm(D) x 730mm(H) (LHS)	100%
5	OPTIONAL: CORNER TABLE FINISH: WALLNUT VENEER 650mm(W) x 650mm(D) x 730mm(H)	100%
6	OPTIONAL: ROLLER DOOR CREDENZA LHS / RHS WITH X 2 INTERNAL ADJUSTABLE SHELVES FINISH: WALLNUT VENEER 1250mm(W) x 650mm(D) x 730mm(H)	100%
7	WALL UNIT WITH 2 HINGED SOLID DOOR BASE WITH 2 ADJUSTABLE SHELVES & 2 HINGED FRAMED GLASS DOORS WITH 2 ADJUSTABLE SHELVES FINISH: WALLNUT VENEER & 4MM FLOAT GLASS 900(W) x 360mm(D) x 1900mm(H)	100%
8	IRONMONGERY: - ALL DOOR HINGES AND DRAWER BALL BEARING RUNNERS TO BE SOFT-CLOSING - WALL UNIT DOOR HANDLES TO BE ANTIQUE	100%

	BRASS - 160mm – CORNICE HANDLES - DRAWER HANDLES TO BE ANTIQUE BRASS – 160mm – CORNICE HANDLES - DRAWERS TO HAVE CENTRAL BODY LOCK WALL UNIT DOORS TO HAVE NICKEL PLATED LOCKS	
9	LOCKABLE ROLLER SHUTTER DOOR SYSTEM CUPBOARD WITH x3 ADJUSTABLE SHELVES FINISH: WALLNUT VENEER 1200mm(W) X 450mm(D) X 1500mm(H)	100%
10	EXECUTIVE HIGBACK CHAIR FINISH: BLACK RIBBED BONDED GENUINE LEATHER TYPE: CLASSIC EAMES REPRO HIGH BACK FEATURES: - TORTION TILT MECHANISM - STABILIZING BAR SWIVEL (360-DEGREE ROTATION), FULLY ADJUSTABLE HEIGHT AND KNEE TILT WITH TENSIONER KNOB. - HIGH QUALITY PYRAMID CHROME BASE WITH BLACK CAPPED COVERED NYLON WHEELS – SLIP RESISTANT ON MOST FLOORS AND CARPETS  CHROME ARMS WITH PROTECTIVE ARM SLEEVES WITH ZIP - PNEUMATIC FINGERTIP CONTROLLED GAS-LIFT HEIGHT ADJUSTMENT - MAX RECOMMENDED WEIGHT: 130KG	100%
11	EXECUTIVE VISITORS CHAIR FINISH: BLACK RIBBED BONDED GENUINE LEATHER TYPE: CLASSIC VISITORS REPRO CHAIR  FEATURES - CHROME ARMS WITH PROTECTIVE ARM SLEEVES WITH ZIP - LUMBAR SUPPORT OFFICE CHAIR - RUST RESISTANT CHROME STEEL FRAME WITH NYLON STOPPERS FOR BALANCING	100%
12	EXECUTIVE MODERN COAT STAND FINISH: POWDER COATED STEEL WITH ASH TIMBER ENDS 550mm(W) X 550mm(D) X 1750mm(H)	100%
13	EXECUTIVE 2 TIER PAPER TRAY FINISH: BLACK POWDER COATED TRI PUNCHED TRAYS	100%
14	EXECUTIVE WASTE BIN FINISH: BLACK POWDER COATED TRI PUNCHED 240mm(W) x 300mm(H)	100%
15	EXECUTIVE 2-SEATER SOFA TYPE 1 FINISH: VINTAGE FULL GRAIN LEATHER WITH A POLISHED STAINLESS-STEEL FRAME  FEATURES - 1660mm(W) x 870mm(D) x 755mm(H) - SEAT HEIGHT: 490mm - FRAME COLOUR: GOLD - LEATHER COLOUR: BROWN	100%
16	EXECUTIVE CHAIR TYPE 1 FINISH: VINTAGE FULL GRAIN LEATHER WITH A POLISHED STAINLESS STEEL FRAME	100%
17	FEATURES - 690mm(W) x 790mm(D) x 755mm(H) - SEAT HEIGHT: 500mm - FRAME COLOUR: GOLD - LEATHER COLOUR: BROWN	100%
18	EXECUTIVE 2-SEATER SOFA TYPE 2	100%

	<p>FINISH: VINTAGE FULL GRAIN LEATHER WITH A POWDER COATED STEEL FRAME</p> <p>B. FEATURES</p> <ul style="list-style-type: none"> <li>- 1950mm(W) x 900mm(D) x 770mm(H)</li> <li>- SEAT HEIGHT: 460mm</li> <li>- FRAME COLOUR: BLACK</li> <li>- LEATHER COLOUR: TAN</li> </ul>	
19	<p>EXECUTIVE CHAIR TYPE 2</p> <p>FINISH: VINTAGE FULL GRAIN LEATHER WITH HARDWOOD OAK FINISH</p> <p>B. FEATURES</p> <ul style="list-style-type: none"> <li>- 680mm(W) x 985mm(D) x 700mm(H)</li> <li>- SEAT HEIGHT: 415mm</li> <li>- FRAME COLOUR: OAK WOOD</li> <li>- LEATHER COLOUR: TAN</li> </ul>	100%
20	<p>EXECUTIVE 2-SEATER SOFA TYPE 3</p> <p>FINISH: VINTAGE FULL GRAIN LEATHER WITH A HARDWOOD FRAME</p> <p>B. FEATURES</p> <ul style="list-style-type: none"> <li>- 2235mm(W) x 915mm(D) x 760mm(H)</li> <li>- SEAT HEIGHT: 460mm</li> <li>- FRAME COLOUR: HARDWOOD</li> <li>- LEATHER COLOUR: TAN</li> </ul>	100%
21	<p>FINISH: VINTAGE FULL GRAIN LEATHER WITH HARDWOOD OAK FINISH</p> <p>B. FEATURES</p> <ul style="list-style-type: none"> <li>- 680mm(W) x 985mm(D) x 700mm(H)</li> <li>- SEAT HEIGHT: 415mm</li> <li>- FRAME COLOUR: OAK WOOD</li> <li>- LEATHER COLOUR: TAN</li> </ul>	100%
22	<p>EXECUTIVE HERON ROUND NEST COFFEE TABLES TYPE 1</p> <p>FINISH: BLACK POWDER COATED STEEL FRAMES</p> <p>B. FEATURES</p> <ul style="list-style-type: none"> <li>- LRG 900mm(W) x 900mm(D) x 430mm(H)</li> <li>- 8mm TOUGHENED GLASS TOP</li> <li>- SML 750mm(W) x 750mm(D) x 400mm(H)</li> <li>- RED OAK TIMBER TOP</li> </ul>	100%
23	<p>EXECUTIVE KENAN COFFEE TABLES TYPE 2</p> <p>FINISH: BRASS</p> <p>B. FEATURES</p> <ul style="list-style-type: none"> <li>- 900mm(W) x 900mm(D) x 460mm(H)</li> <li>- 22mm MARBLE TOP</li> </ul>	100%
24	<p>EXECUTIVE SMALL SIDE TABLE</p> <p>FINISH: TREATED AND PAINTED STEEL BAR WITH BRASS FINISH</p> <p>B. FEATURES</p> <ul style="list-style-type: none"> <li>- 490mm(W) x 510mm(H)</li> <li>- 6mm GLASS TOP</li> </ul>	100%
25	<p>EXECUTIVE MEETING TABLE</p> <p>FINISH: SOLID OAK</p> <p>B. FEATURES</p> <ul style="list-style-type: none"> <li>- 1300mm(W) x 1300mm(D) x 760mm(H)</li> </ul>	100%
26	<p>EXECUTIVE MEETING CHAIR</p> <p>FINISH: TAN RIBBED BONDED LEATHER</p> <p>TYPE: CLASSIC VISITORS REPRO CHAIR</p> <p>C. FEATURES</p> <ul style="list-style-type: none"> <li>- TORTION TILT MECHANISM</li> <li>- STABILIZING BAR SWIVEL (360-DEGREE ROTATION), FULLY ADJUSTABLE HEIGHT AND KNEE TILT WITH TENSIONER KNOB.</li> <li>- HIGH QUALITY PYRAMID CHROME BASE WITH BLACK CAPPED COVERED NYLON WHEELS - SLIP RESISTANT ON MOST FLOORS AND CARPETS</li> </ul>	100%



	- CHROME ARMS WITH PROTECTIVE ARMS LEEVES WITH ZIP	
27	EXECUTIVE FLOOR RUG FINISH: VELVET CUT-PILE RUG WITH ANGULAR DESIGN B. FEATURES  - 1600mm(W) x 2300mm(D)	100%
28	EXECUTIVE FLOOR LAMP x1 FINISH: WOODEN LEGS WITH MATERIAL SCREEN 450mm(W) x 450mm(D) x 1450mm(H) B. EXECUTIVE SIDEBORD LAMP x2 FINISH: WHITE ALUMINIUM 125mm(W) x 700mm(D) x 483mm(H) C. EXECUTIVE DESK LAMP x1 FINISH: WHITE ALUMINIUM 125mm(W) x 700mm(D) x 483mm(H)	100%
29	EXECUTIVE SIDEBORD FINISH: SOLID AOK, VENEER AND POWDERCOATED STEEL COLOUR: OILED FINISH – EBONY & SADLEWOOD GREY 1687mm(W) x 400mm(D) x 772mm(H)	100%
30	EXECUTIVE MIRROR TYPE 1 FINISH: POWDERCOATED STEEL COLOUR: BLACK 1200mm(W) x 25mm(D) B. EXECUTIVE MIRROR TYPE 2 FINISH: POWDERCOATED STEEL COLOUR: BLACK 800mm(W) x 50mm(D) x 800mm(H)	100%
31	EXECUTIVE POTPLANT TYPE 1 FINISH: PATTERNED CERAMIC COLOUR: WHITE 250mm(W) x 250mm(D) x 350mm(H) B. EXECUTIVE POTPLANT TYPE 2 FINISH: PATTERNED CERAMIC COLOUR: BLACK & WHITE 400mm(W) x 400mm(D) x 400mm(H) C. EXECUTIVE POTPLANT TYPE 3 FINISH: TEXTURED CONCRETE COLOUR: LIGHT GRAY 500(W) x 500mm (D) x 650mm(H)	100%
32	PA WORKSTATIONS AND RECEPTIONS WALLNUT VENEER TOP THICKNESS THROUGHOUT: 32mm 1 BOX LEGGED BEAM DESK WITH FLOATING TOP WITH MODESTY PANEL FINISH: WALLNUT VENEER WITH WHITE MELAMINE 1800mm(W) x 800mm(D) x 740mm(H) B. ROLLER SHUTTER DOOR CREDENZA WITH X 2 ADJUSTABLE INTERNAL SHELVES FINISH: WALLNUT VENEER 1200mm(W) x 500mm(D) x 700mm(H) C. 3 DRAWER PEDESTAL WITH FLOATING PEN AND PENCIL TRAY & 1 DEEP FILLER DRAWER WITH CENTRAL LOCK FINISH: WALLNUT VENEER AND WHITE MELAMINE D. IRONMONGERY: - ALL DOOR HINGES AND DRAWER BALL BEARING RUNNERS TO BE SOFT-CLOSING - WALL UNIT DOOR HANDLES TO BE ANTIQUE BRASS - 160mm – CORNICE HANDLES	100%

	<ul style="list-style-type: none"> <li>- DRAWER HANDLES TO BE ANTIQUE CHROME – 160mm – CORNICE HANDLES</li> <li>DRAWERS TO HAVE CENTRAL BODY LOCK</li> <li>- WALL UNIT DOORS TO HAVE NICKEL PLATED LOCKS</li> </ul>	
33	<p>LOCKABLE ROLLER SHUTTER DOOR SYSTEM CUPBOARD WITH x3 ADJUSTABLE SHELVES FINISH: WALLNUT VENEER 1200mm(W) X 450mm(D) X 1500mm(H)</p>	100%
34	<p>EXECUTIVE PA DESK CHAIR FINISH: BROWN RIBBED BONDED LEATHER TYPE: CLASSIC VISITORS REPRO CHAIR B. FEATURES - TORTION TILT MECHANISM - STABILIZING BAR SWIVEL (360-DEGREE ROTATION), FULLY ADJUSTABLE HEIGHT AND KNEE TILT WITH TENSIONER KNOB. - HIGH QUALITY PYRAMID CHROME BASE WITH BLACK CAPPED COVERED NYLON WHEELS - SLIP RESISTANT ON MOST FLOORS AND CARPETS - CHROME ARMS WITH PROTECTIVE ARM SLEEVES WITH ZIP</p>	100%
35	<p>EXECUTIVE PA WAITING AREA COUCH FINISH: DARK GREY POLYESTER TYPE: 3 SEATER LEGS: POLISHED STAINLESS STEEL 2050mm(W) x 840mm(D) x 740mm(H) - SEAT HEIGHT: 500mm - FRAME COLOUR: GOLD</p>	100%
36	<p>EXECUTIVE PA WAITING AREA CHAIRS FINISH: BLACK VEGAN LEATHER TYPE: SINGLE SEATER LEGS: POLISHED STAINLESS STEEL 620mm(W) x 700mm(D) x 760mm(H) - SEAT HEIGHT: 500mm - FRAME COLOUR: BRASS</p>	100%
37	<p>EXECUTIVE PA WAITING AREA SIDE TABLE FINISH: POLISHED STEEL WITH BRASS FINISH WITH 22mm MARBLE TOP 500mm(W) x 500mm(D) x 600mm(H) - FRAME COLOUR: BRASS</p>	100%
38	<p>EXECUTIVE MODERN COAT STAND FINISH: POWDER COATED STEEL WITH ASH TIMBER ENDS 550mm(W) X 550mm(D) X 1750mm(H)</p>	100%
39	<p>EXECUTIVE WAITING FLOOR RUG FINISH: VELVET CUT-PILE RUG WITH ANGULAR DESIGN  2000mm(W) x 3000mm(D)</p>	100%
40	<p>EXECUTIVE PA 2 TIER PAPER TRAY FINISH: BLACK POWDER COATED TRI PUNCHED TRAYS</p>	100%
41	<p>EXECUTIVE PA WASTE BIN FINISH: BLACK POWDER COATED TRI PUNCHED 240mm(W) x 300mm(H)</p>	100%
42	<p>EXECUTIVE PA PAPER CUBER HOLDER FINISH: BLACK POWDER COATED TRI PUNCHED B. EXECUTIVE PA PENCIL CUP FINISH: BLACK POWDER COATED TRI PUNCHED</p>	100%
43	<p>EXECUTIVE WAITING AREA POTPLANT TYPE 1 FINISH: PATTERNED CERAMIC COLOUR: WHITE 250mm(W) x 250mm(D) x 350mm(H) B. EXECUTIVE WAITING AREA POTPLANT TYPE 2</p>	100%

	<p>FINISH: PATTERNED CERAMIC          COLOUR: BLACK &amp; WHITE          400mm(W) x 400mm(D) x 400mm(H)          C. EXECUTIVE WAITING AREA POTPLANT TYPE 3          FINISH: TEXTURED CONCRETE          COLOUR: LIGHT GRAY          500(W) x 500mm (D) x 650mm(H)</p>	
44	<p>EXECUTIVE WAITING AREA BOOKCASE          FINISH: RECLAIMED WOOD - WENGE          1000mm(W) X 400mm(D) X 1855mm(H)</p>	100%
45	<p>OPEN PLAN OFFICE DESKING SYSTEM          TOP THICKNESS: 22mm MELAMINE          OPEN PLAN OFFICE TYPE 1          SLIMLINE STRAIGHT DESK (OWN PEDESTAL),          FIXES ONTO SLIMLINE PEDESTAL, INCLUDING          WIRE MESH CABLE TRAY. ADJUSTABLE LEVELING          FEET          1500mm(W) x 750mm(D) x 722mm(H)          B. SLIMLINE DUAL B (OWN PEDESTAL 2-WAY), FIXES          ONTO SLIMLINE PEDESTAL, INCLUDING WIRE          MESH CABLE TRAY. ADJUSTABLE LEVELING FEET          1500mm(W) x 1510mm(D) x 722mm(H)          C. SLIMLINE PEDESTAL (NO TOP) 2 DRAWER 1 FILER,          x2 DRAWERS AND x1 DEEP FILER INCLUDING          CENTRAL LOCKING          320mm(W) x 620mm(D) x 700mm(H)          D. OPEN STORAGE BOXES,          FITS ON TOP OF DESK, INCLUDES NON SLIP          RUBBER FEET          750mm(W) x 300mm(D) x 360mm(H)          E. LOCKERS 6 COMPARTMENTS, 22mm TOP AND          BOTTOM, FITS LEVER-ARCH FILES WITH 4-DIGIT          COMBINATION LOCK. FITS AVERAGE 15-INCH          LAPTOP BAG 1510mm(W) x 450mm(D) x 720mm(H)          IRONMONGERY:            - ALL DRAWERS TO HAVE ROLLER RUNNERS          - DRAWER HANDLES TO BE 160mm STRIPS          HANDLES - BLACK            - DRAWERS TO HAVE CENTRAL BODY LOCK</p>	100%
46	<p>OPEN PLAN OFFICE FILING CABINET          4 / 3 / 2 DRAWER FILING CABINET WITH CENTRAL          LOCK WITH ANTI-TILT MECHANISM          FINISH: LIGHT GREY POWDER COATED          B. 4 DRAWER:          465mm(W) x 620mm(D) x 1300mm(H)          C. 3 DRAWER:          465mm(W) x 620mm(D) x 975mm(H)          D. 2 DRAWER:          465mm(W) x 620mm(D) x 650mm(H)</p>	100%
47	<p>OPEN PLAN OFFICE          PREMIUM MESH CHAIR WITH 3D SURROUND          PADDED SEAT CUSHION          FINISH: BLACK MESH          B. FEATURES          - PASSIVE SYNCHRO MECHANISM WITH 5          POSITION LOCK          - GAS HEIGHT ADJUSTMENT.          - 5-STAR BASE WITH HEAVY DUTY DUAL WHEEL          CASTERS          - BREATHABLE MESH BACK          - 130KG WEIGHT LIMIT          - ALL FOAM USED ON THE CHAIRS COMPLIES WITH          SABS APPROVAL.</p>	100%

	- SEAT FOAM: DENSITY 28 – 30 KG/m <sup>3</sup> HARDNESS FACTOR: 10 – 14 KG/m <sup>3</sup>	
48	<p>OPEN PLAN OFFICE  FILING SERVER  FINISH: WHITE 32mm MELAMINE TOP AND SIDES  WITH 16mm GREY DOORS  2200mm(W) x 500mm(D) x 9000mm(H)  B. IRONMONGERY:</p> <ul style="list-style-type: none"> <li>- ALL DRAWERS TO HAVE ROLLER RUNNERS</li> <li>- DRAWER HANDLES TO BE 160mm STRIP HANDLES - WHITE</li> <li>- DRAWERS TO HAVE CENTRAL BODY LOCK</li> <li>- HINGED DOORS TO BE LOCKABLE</li> <li>- DOOR HANDLES TO BE 160mm STRIP HANDLES -WHITE</li> </ul>	100%
49	<p>OPEN PLAN OFFICE WASTE BIN  FINISH: ROUND TAPER WASTE BIN - BLACK  240mm(W) x 300mm(H)  B. OPEN PLAN OFFICE 3  TIER PAPER TRAY  FINISH: BLACK</p>	100%
50	<p>OPEN PLAN OFFICE  WORKSTATION TOP TYPE 2  FINISH: FOLKSTONE GREY (GM)  TYPE: 1 BOX LEGGED BEAM DESK WITH  FLOATING TOP  1800mm(W) x 800mm(D) x 740mm(H)  B. FITTED PEDESTAL WITH 3 STANDARD DRAWERS  AND TOP LOCK  FINISH: WHITE MELAMINE  420mm(W) x 800mm(D) x 700mm(H)  C. MODESTY PANEL FOR 1800mm DESK  FINISH: WHITE POWDER COAT STEEL  D. IRONMONGERY:</p> <ul style="list-style-type: none"> <li>- ALL DRAWERS TO HAVE ROLLER RUNNERS</li> <li>- DRAWER HANDLES TO BE 160mm STRIPS HANDLES - WHITE</li> <li>- DRAWERS TO HAVE CENTRAL BODY LOCK</li> </ul>	100%
51	<p>OPEN PLAN OFFICE – QUIET BOOTHS  SOUNDPROOF CONVERSATION BOOTHS FOR OPEN  AREAS  FINISH: ARRANGEMENT OF COLOURS IN A  DURABLE FABRIC FINISH  1400mm(W) x 810mm(D) x 1430mm(H)  B. FEATURES:</p> <ul style="list-style-type: none"> <li>- STEEL FRAME POWDER WITH WHITE COAT</li> <li>- HIGH DENSITY FOAM BASE COVERED WITH FABRIC</li> <li>- MEDIUM DENSITY FOAM SEAT COVERED WITH FABRIC</li> <li>- CENTRE TABLE WITH CHARGING STATION WITH DATA ACCESS</li> <li>- TABLE: WHITE VINYL FINISH (COULD BE USED TO WRITE ON)</li> </ul>	100%
51	<p>RETICULATED SCREENING SYSTEM FOR ADMINISTRATION  WORKSTATION</p> <p>6mm MDF BOARD (2 x 3mm PANELS)  FOAM THICKNESS: 5mm  COMPLETE SCREEN THICKNESS: 50 – 80mm DEPENDING ON  MANUFACTURER  SINGLE EXTRUDED ALUMINIUM FRAME  FRAME DEPTH: 38mm  TOP COVER STRIP: BLACK PVC  BLACK ABS PLASTIC COVERING SCREEN TO SCREEN CONNECTION  POINT  RETICULATION: FULLY INTEGRATED BUILT-IN SYSTEM IN SCREEN. THIS  SYSTEM MUST BE EQUIPPED WITH SOLID SEPERATION BRACKET (SHELF)</p>	100%

	<p>LOCATED INSIDE THE RETICULATION SYSTEM  SEPERATING POWER CABLING FROM IT CABLING. AN ADDITIONAL  CHANNEL MUST BE INSTALLED FOR THE DATA CABLING AS THERE ARE  UP TO 16 DATA CABLES TO BE ACCOMMODATED IN EACH RUN  FREE STANDING FLOOR BASED DOUBLE SIDED  RETICULATED ALUMINIUM SCREEN  1400mm(H) X 1200mm (W)  FABIC PANEL TO HEIGHT OF 1000mm  GLASS PANEL 250mm - 400mm HIGH ABOVE  FABRIC PANEL  RETICULATION AT FLOOR LEVEL  UPHOLSTERED IN WW STRATA: 471-02  B. UNIVERSAL 2/3/4-WAY CONNECTOR POLE FOR  VARIOUS ANGLES JOINING OF SCREENS  1400mm(H)  C. ADDITIONAL BRACKETS, LINKING PLATES, WALL  STARTERS ETC REQUIRED TO COMPLETE THE SCREEN INSTALLATION</p>	
52	<p>PLUG-SETS (INDICATED AS CC ON PLAN): 1 DEDICATED  SOCKET – WIRED, 2 X NORMAL SOCKET – WIRED, 1 X 2-  PIN EURO PLUG, 2 X VOICE / DATE SOCKETS WITH FACE  PLATES – NOT WIRED.  SUPPLIER TO INSTALL THESE PLUGSETS AND TO  CONNECT TO THE POWER SKIRTING. ENSURE THAT  ELECTRICAL CABLES ARE LONG ENOUGH TO REACH EACH DESK.</p>	100%
53	<p>PLUG-SETS 1 X NORMAL SOCKET – WIRED, SUPPLIER TO  INSTALL THESE PLUGSETS AND TO CONNECT TO THE  POWER SKIRTING. ENSURE THAT ELECTRICAL CABLES ARE  LONG ENOUGH TO REACH EACH DESK.</p>	100%
54	<p>MEETING ROOMS  TOP THICKNESS THROUGHOUT: 32mm  LEGS AND VERTICAL PANELS:  FLAT EDGE</p> <p>EXECUTIVE BOARDROOM TYPE 1  8-10 SEATER RECTANGULAR OR OVAL  CONSERVATIVELY STYLED TABLE WITH ACCESSIBLE  BOX BASE AND ACCESS DOOR FOR FULL  RETICULATION AND CENTRAL INLAY  FINISH: WALLNUT VENEER WITH LEATHER INLAY  2400mm(W) x 1200mm(D) x 730mm(H)</p>	100%
55	<p>EXECUTIVE BOARDROOM TYPE 2  16-20 SEATER OVAL CONSERVATIVELY STYLED TABLE  WITH ACCESSIBLE BOX BASE AND ACCESS DOOR FOR  FULL RETICULATION AND CENTRAL INLAY  FINISH: WALLNUT VENEER WITH LEATHER INLAY  6300mm(W) x 2200mm(D) x 730mm(H)</p>	100%
56	<p>EXECUTIVE BOARDROOM TYPE 3  24+ SEATER RECTANGULAR OR OVAL MODULAR  PANEL LEG TABLES WITH ADJUSTABLE FEET  CONSERVATIVELY STYLED TABLE WITH ACCESSIBLE  BOX BASE AND ACCESS DOOR FOR FULL  RETICULATION  FINISH: WALLNUT VENEER  7700mm(W) x 3400mm(D) x 730mm(H)  B. INDIVIDUAL UNITS:  1800mm(W) x 800mm(D) x 730mm(H)  C. QUARTER LINK CURVED  800mm(W) x 800mm(D) x 730mm(H)</p>	100%
57	<p>EXECUTIVE BOARDROOM TYPE 4  4-6 SEATER MODERN BOARDROOM TABLE WITH  A-FRAME EPOXY COATED BASE AND THE OPTION  OF NATURAL VENEER OR LAMINATE TOPS  FINISH: WALLNUT VENEER WITH BLACK POWDER  COATED STEEL FRAME  1800mm(W) x 1000mm(D) x 730mm(H)</p>	100%

58	<p>EXECUTIVE HIGBACK BOARDROOM CHAIR  FINISH: BLACK RIBBED BONDED GENUINE LEATHER  TYPE: CLASSIC EAMES REPRO HIGH BACK  B. FEATURES:  - TORTION TILT MECHANISM  - STABILIZING BAR SWIVEL (360-DEGREE ROTATION), FULLY ADJUSTABLE HEIGHT AND KNEE TILT WITH TENSIONER KNOB.  - HIGH QUALITY PYRAMID CHROME BASE WITH BLACK CAPPED COVERED NYLON WHEELS - SLIP RESISTANT ON MOST FLOORS AND CARPETS  - CHROME ARMS WITH PROTECTIVE ARM SLEEVES WITH ZIP  - PNEUMATIC FINGERTIP CONTROLLED GAS-LIFT HEIGHT ADJUSTMENT</p>	100%
59	<p>EXECUTIVE BOARDROOM SIDEBOARD  FINISH: SOLID AOK, WALNUT VENEER AND POWDERCOATED STEEL  COLOUR: OILED FINISH – EBONY &amp; SADLEWOOD GREY  1947mm(W) x 460mm(D) x 820mm(H)</p>	100%
60	<p>EXECUTIVE BOARDROOM 65" 4K QLED PICTURE FRAME WALLMOUNTED TV  FINISH: BLACK FRAME</p>	100%
61	<p>EXECUTIVE BOARDROOM VIDEO CONFERENCE ALL-IN-ONE 1080P VIDEO CONFERENCING SYSTEM WITH WIRED MICS</p>	100%
62	<p>EXECUTIVE BOARDROOM INTERACTIVE SMART WHITEBOARD  1994mm(W) x 1355mm(D) x 160mm(H)</p>	100%
63	<p>GENERAL MEETING ROOMS TYPE 1  10 – 12 SEATER MODERN BOARDROOM TABLE WITH POWDER COATED STEEL FRAME BASE AND THE OPTION OF NATURAL VENEER OR LAMINATE TOPS FINISH:  WHITE MELAMINE WITH DARK GREY POWDER COATED STEEL FRAME  3200mm(W) x 1800mm(D) x 730mm(H)  B. FEATURES:  ADDITIONAL CENTRAL SUPPORT LEGS WILL BE REQUIRED SHOULD THE FRAME BE LARGER THAN 1800mm (W)</p>	100%
64	<p>GENERAL MEETING ROOMS TYPE 2  6 – 8 SEATER MODERN HIGH MEETING TABLE WITH POWDER COATED STEEL FRAME BASE AND THE OPTION OF NATURAL VENEER OR LAMINATE TOPS FINISH: WHITE MELAMINE WITH DARK GREY POWDER COATED STEEL FRAME  2200mm(W) x 1000mm(D) x 1000mm(H)</p>	100%
65	<p>GENERAL MEETING ROOMS TYPE 3  2 – 4 SEATER MODERN HIGH MEETING TABLE WITH STAINLESS STEEL FRAME BASE AND THE OPTION OF NATURAL VENEER OR LAMINATE TOPS FINISH: WHITE MELAMINE  1200mm(W) x 1200mm(D) x 730mm(H)</p>	100%
66	<p>OPEN PLAN MEETING CHAIR TYPE 1  ARMCHAIR ON CASTERS WITH FIXED ARMS  FINISH: BLACK MESH WITH MATERIAL SEAT (EVERGLADE (EVE))  B. FEATURES  - STURDY BACKREST WITH MESH  - CHROME LEGS  - HEAVY DUTY DUAL WHEEL CASTERS  - BREATHABLE MESH BACK - 130KG WEIGHT LIMIT</p>	100%
67	<p>OPEN PLAN MEETING CHAIR TYPE 2</p>	100%

	<p>HIGH CHAIR WITH BACKREST  FINISH: PATTERNED BALK MOULDED DURABLE  PLASTIC  B. FEATURES</p> <p>- CHROME LEGS  - 130KG WEIGHT LIMIT</p>	
68	<p>OPEN PLAN MEETING WHITEBOARD  QUARTET PRESENTATION EASEL, MOBILE,  REVERSIBLE MAGNETIC WHITEBOARD/FLIPCHART,    PRESTIGE 2 MOBILE, GRAPHITE FRAME</p>	100%
69	<p>OPEN PLAN MEETING SIDEBOARD  SERVER UNIT WITH 4 HINGED DOORS WITH 2  ADJUSTABLE SHELVES  FINISH: WHITE MELAMINE WITH HEIGHT  ADJUSTABLE CHROME LEGS WITH CHROME  HANDLES  1600mm(W) X 450mm(D) X 900mm(H)</p>	100%
70	<p>ROUND CANTEEN TABLE – 700mm(DIA) X 740mm(H)  AS SHOWN</p>	100%
71	<p>CANTEEN CHAIR AS SHOWN</p>	100%
72	<p>FLAMINGO CHAIRS 100% ALUMINIUM, THE SEATS  JOINTS ARE WELDED AND NOT SCREWED, THIS    CHAIR IS SUITABLE FOR OUTDOORS</p>	100%
73	<p>DIABLO HIGH TABLE  600mm(DIA) X 1100mm(H)  B. FEATURES: ALUMINIUM POLE WITH CAST  ALUMINIUM BASE. STAINLESS STEEL IS MOULDED  OVER SUPER WOOD TOP, THERE IS NO EDGING  AROUND TABLE.</p>	100%
74	<p>LARGE WASTE BIN: STEEL, POWDER COATED IN  SILVER WITH FUNNEL TOP, AND PLASTIC LINER  340mm(DIA) X 600mm(H)</p>	100%
75	<p>DOUBLE SEATER COUCH  FINISH: FINISH: ARRANGEMENT OF COLOURS IN A  DURABLE FABRIC FINISH WITH POWDER COATED  STEEL FRAME  1400mm(W) x 810mm(D) x 1000mm(H)  B. SINGLE SEATER COUCH  FINISH: FINISH: ARRANGEMENT OF COLOURS IN A  DURABLE FABRIC FINISH WITH POWDER COATED  STEEL FRAME  810mm(W) x 810mm(D) x 1000mm(H)  C. SQUARE OTTOMAN  FINISH: FINISH: ARRANGEMENT OF COLOURS IN A  DURABLE FABRIC FINISH WITH POWDER COATED  STEEL FRAME  810mm(W) x 810mm(D) x 450mm(H)  D. ROTARY SHAPED SEAT  FINISH: ARRANGEMENT OF COLOURS IN A DURABLE  FABRIC  630mm(W) x 630mm(D) x 430mm(H)  E. OVAL SHAPED SEAT  FINISH: ARRANGEMENT OF COLOURS IN A DURABLE  FABRIC  630mm(W) x 340mm(D) x 430mm(H)  F. ROUND SHAPED SEAT  FINISH: ARRANGEMENT OF COLOURS IN A DURABLE FABRIC  630mm(W) x 630mm(D) x 430mm(H)</p>	100%
76	<p>4 SEATER ROUND DINING TABLE TYPE 1  FINISH: WALNUT VENEER BASE AND GLASS TABLE</p>	100%

	TOP 630mm(W) x 630mm(D) x 760mm(H)	
77	6-8 SEATER DINING TABLE TYPE 2 FINISH: SOLID OAK BASE AND GLASS TABLE TOP 2400mm(W) x 1100mm(D) x 760mm(H)	100%
78	EXECUTIVE DINING CHAIR TYPE 1 FINISH: MILANO MOCA LEATHER WITH SOLID WOOD TIMBER FRAME 610mm(W) x 650mm(D) x 880mm(H) SEAT HIGHT: 450mm	100%
79	EXECUTIVE DINING CHAIR TYPE 2 FINISH: DARK GREY MATERIAL WITH BALCK POWDER COATED STEEL FRAME 460mm(W) x 350mm(D) x 820mm(H) SEAT HIGHT: 450mm	100%
80	EXECUTIVE DINING SIDEBOARD FINISH: COMBINATION OF SOLID OAK & WALNUT, WITH WALNUT VENEER AND DOOR PANLES WITH GLASS. STEEL FRAME BLACK POWDER COATED  1947mm(W) x 460mm(D) x 820mm(H)	100%
81	EXECUTIVE DINING 3 TIER TEA TROLLEY FINISH: BLACK POWDER COATED 950mm(W) x 570mm(D) x 910mm(H)	100%
82	EXECUTIVE DINING WALLMOUNTED MIRROR FINISH: HARDWOOD 810mm(W) x 150mm(D) x 810mm(H)	100%
83	EXECUTIVE DINING DECORATIVE VASES FINISH: VARIES	100%
84	EXECUTIVE DINING LOUNGE KOBI LEATHER CORNER COUCH FINISH: VINTAGE LEATHER 2900mm(W) x 2900mm(D) x 800mm(H)  SEAT HEIGHT 450mm	100%
85	EXECUTIVE DINING LOUNGE PARKER COFFEE TABLE FINISH: SOLID WOOD WITH A HERRING BONE PATTERN  1400mm(W) x 700mm(D) x 450mm(H)	100%
86	9-BAY HIGH DENSITY CABINET WITH LAMINATE CLADDING. COLOUR AFRICAN WENGE. LOCKABLE	100%
87	4-BAY HIGH DENSITY CABINET WITH LAMINATE  CLADDING. COLOUR AFRICAN WENGE. LOCKABLE	100%
88	HEAVY DUTY 5 TIER OPEN STEEL SHELVING UNIT WITH CORNER GUSSETS, BACK AND SIDE BRACES, 1910mm(H) x 914mm(W) x 450mm(D)	100%
89	STANDARD 5 TIER OPEN STEEL SHELVING UNIT WITH CORNER GUSSETS, BACK AND SIDE BRACES, 1910mm(H) x 914mm(W) x 450mm(D)	100%
90	WALK – IN – CENTRE AREA- OPEN PLAN ARES – SECURITY AREA  SINGLE FACE BOARD. MELAWOOD WITH WATERPROOF BACKER. COLOUR: WHITE TOP THICKNESS: 32mm FLAT SELFCOLOUR EDGE HANDLES ON FILING FACILITY: SILVER WHALEBONE COLOUR OF LEGS: SILVER  WALK-IN CENTRE DESKS: 1 X DESK 1600mm x 800mm 1 X 3-DRAWER DESK HIGH PEDESTAL – 400mm(W)	100%



	<p>X 500mm(D) X 700mm(H) WITH PEN &amp; PENCIL TRAY AND DEEP FILER – LOCKABLE  1 X RETICULATED STEEL LEGS – 76mm  1 X NON-RETICULATED STEEL LEG – 76mm  1 X MODESTY PANEL  CABLE MANAGEMENT TRAY RUNNING BEHIND MODESTY PANEL</p>	
91	<p>HIGH BACK CHAIR:  TECHNO 800 HIGH BACK CHAIR. BLACK PU FLEXIBLE ARMS. PASSIVE SYNCHRO MECHANISM WITH 5 POSITION LOCK. GAS HEIGHT ADJUSTMENT. 5-STAR CHROME BASE WITH HEAVY DUTY CASTERS  UPHOLSTERY: BACKREST: WW 1811/04 (STRIPED).  SEAT: WW 471/02 (PLAIN BROWN)</p>	100%
92	<p>T900 VISITOR CHAIR WITH INTEGRAL CHROME FRAME  UPHOLSTERY:  BACKREST: WW 1811/04 (STRIPED).  SEAT: WW 471/02 (PLAIN BROWN)</p>	100%
93	<p>OPEN PLAN OFFICE WASTE BIN  FINISH: ROUND TAPER WASTE BIN - BLACK  240mm(W) x 300mm(H)  B. OPEN PLAN OFFICE  3 TIER PAPER TRAY  FINISH: BLACK</p>	100%
94	<p>RETICULATION: FULLY INTEGRATED BUILT-IN SYSTEM IN SCREEN. THIS SYSTEM MUST BE EQUIPPED WITH SOLID SEPERATION BRACKET (SHELF) LOCATED INSIDE THE RETICULATION SYSTEM SEPERATING POWER CABLING FROM IT CABLING.</p>	100%
95	<p>FLOOR BASED DOUBLE SIDED RETICULATED SCREEN – 1600mm(H) X 800mm (W). FABIC PANEL TO HEIGHT OF 1200mm WITH GLASS PANEL 400mm HIGH ABOVE FABRIC PANEL  PANEL TO ALLOW FOR CABLES TO THREAD THROUGH SCREEN  RETICULATION UNDER DESK TOP, NOT FLOOR LEVEL IN LINE WITH THE CABLE MANAGEMENT TRAY UNDER THE DESK TOP  UPHOLSTERED IN WW STRATA: 471-02  SCREEN LEGS X 2 PER SCREEN  B. 6mm MDF BOARD (2 x 3mm PANELS)  FOAM THICKNESS: 5mm  COMPLETE SCREEN THICKNESS: 50 – 80mm  DEPENDING ON MANUFACTURER  SINGLE EXTRUDED ALUMINIUM FRAME  FRAME DEPTH: 38mm  TOP COVER STRIP: BLACK PVC  BLACK ABS PLASTIC COVERING SCREEN TO SCREEN</p>	100%
96	<p>FLOOR BASED NON-RETICULATED SCREEN – 1600mm(H) X 800mm (W). FABIC PANEL TO HEIGHT OF 1200mm WITH GLASS PANEL 400mm HIGH ABOVE FABRIC PANEL  UPHOLSTERED IN WW STRATA: 471-02  B. 6mm MDF BOARD (2 x 3mm PANELS)  FOAM THICKNESS: 5mm  COMPLETE SCREEN THICKNESS: 50 – 80mm  DEPENDING ON MANUFACTURER  SINGLE EXTRUDED ALUMINIUM FRAME  FRAME DEPTH: 38mm  TOP COVER STRIP: BLACK PVC  BLACK ABS PLASTIC COVERING SCREEN TO SCREEN CONNECTION POINT</p>	100%
97	<p>FLOOR BASED NON-RETICULATED SCREEN – 1600mm(H) X 600mm (W). FABIC PANEL TO HEIGHT</p>	100%

	OF 1200mm WITH GLASS PANEL 400mm HIGH ABOVE FABRIC PANEL UPHOLSTERED IN WW STRATA: 471-02 SCREEN LEGS X 2 PER SCREEN	
98	WALKIN CENTRE 65" UHD WALL-MOUNTED TV FINISH: BLACK FRAME	100%
99	EXECUTIVE PA WASTE BIN FINISH: BLACK POWDER COATED TRI PUNCHED 240mm(W) x 300mm(H) B. EXECUTIVE PA PAPER CUBER HOLDER FINISH: BLACK POWDER COATED TRI PUNCHED C. EXECUTIVE PA PENCIL CUP FINISH: BLACK POWDER COATED TRI PUNCHED	100%
100	2-SEAT AIRPORT BENCH IN STAINLESS STEEL WITH PERFORATED BACK AND SIDES	100%
101	3-SEAT AIRPORT BENCH IN STAINLESS STEEL WITH PERFORATED BACK AND SIDES	100%
102	LARGE WASTE BIN: STEEL, POWDER COATED IN SILVER WITH FUNNEL TOP, AND PLASTIC LINER – 340mm(D) X 600mm(H)	100%
103	MAIN RECEPTION AND WAITING AREA  MAHOGANY VENEER STAINED TO ALBANY CHOCOLATE BROWN TOP THICKNESS THROUGHOUT: 32mm LEGS AND VERTICAL PANELS: FLAT EDGE  RECEPTION COUNTER : DOUBLE WATERFALL WITH 2x MOBILE PEDESTALS MOBILE PEDESTAL WITH 1x PENCIL TRAY, 1x STANDARD DRAWER & 1x DEEP DRAWER WITH WHITE FRONTS WATERFALL PANLE TO BE WALLNUT FININSH MINA COUNTER CARCAS TO BE WHITE MELAMINE 2700mm(W) x 800mm(D) x 1200mm(H)	100%
104	MAIN RECEPTION DESK CHAIR FINISH: BROWN RIBBED BONDED LEATHER TYPE: CLASSIC VISITORS REPRO CHAIR B. FEATURES - TORTION TILT MECHANISM - STABILIZING BAR SWIVEL (360-DEGREE ROTATION), FULLY ADJUSTABLE HEIGHT AND KNEE TILT WITH TENSIONER KNOB. - HIGH QUALITY PYRAMID CHROME BASE WITH BLACK CAPPED COVERED NYLON WHEELS - SLIP RESISTANT ON MOST FLOORS AND CARPETS - CHROME ARMS WITH PROTECTIVE ARM SLEEVES WITH ZIP	100%
105	WASTE BINS: STEEL, POWDER COATED IN SILVER SQUARE PERFORATION 240mm(DIA) X 300mm(H)	100%
106	3-TIER STEEL LETTERTRAY, POWDER COATED SILVER WITH SQUARE PERFORATION B. PAPER CUBE HOLDER, POWDER COATED SILVER WITH SQUARE PERFORATION, SIZE 73mm X 73mm X 110Mm (H)	100%
107	SILVER FLOOR STANDING BROCHURE HOLDER 485mm(W) x 422mm(D) x 1770mm(H)	100%

4. Does any portion of the services, works or goods offered have any imported content? YES / NO

4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.6 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid.

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

Indicate the rate(s) of exchange against the appropriate currency in the table below:

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

5. Were the local Content Declaration Templates(Annexure C,D and E) audited and certified as correct? YES/NO

- 5.1 If yes, provide the following particulars:.....
- (a) Full Name of Auditor.....
  - (b) Practice number.....
  - (c) Telephone and cell number.....
  - (d) E-mail address:.....

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

6. Where after the award of the 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 ANNEXURE 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 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.

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 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.
  - (a) The local content has been calculated using the formula given in clause 3 of SATS 1286, the rates of exchange indicated in paragraph 4.1 above and the following figures:

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

If the bid is for more than one product, a schedule of the local content by product shall be attached.

(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.

(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, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

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

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

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

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

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

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

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

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	<b>If so, furnish particulars:</b>		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <b>To access this Register, open the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	<b>If so, furnish particulars:</b>		
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"/>
	<b>If so, furnish particulars:</b>		
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"/>
	<b>If so, furnish particulars:</b>		

**4 DECLARATION**

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

.....  
NAME OF BIDDER

.....  
POSITION

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## 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.

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## 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 **the GPAA** (*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: .....  
*(Name of Bidder) that:*

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 authorised 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 authorised 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 organisation, other than the bidder, whether or not affiliated with the bidder, who:
    - (a) has been requested to submit a bid in response to this bid invitation;
    - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
    - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
  6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
  7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
    - (a) prices;
    - (b) geographical area where product or service will be rendered (market allocation);
    - (c) methods, factors or formulas used to calculate prices;
    - (d) the intention or decision to submit or not to submit, a bid;
    - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
    - (f) bidding with the intention not to win the bid.
  8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
  9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
-



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

.....  
NAME OF BIDDER

.....  
POSITION

---



**the gpaa**

Department:  
Government Pensions Administration Agency  
**REPUBLIC OF SOUTH AFRICA**

| YOUR BENEFITS our responsibility |

# **Annexure B**

## **Government Pensions Administration Agency (GPAA)**

### **SUPPLY CHAIN MANAGEMENT (SCM)**

#### **Special Conditions of Contract**

## GENERAL NOTES

The purpose of this Special Conditions of Contract (SCC) document is to:

- a) draw special attention to certain special conditions applicable to Bids, Contracts, Agreements and Orders of the Government Pensions Administration Agency (GPAA); and
- b) to ensure that all bidders are familiar with the special provisions, requirements and conditions that will be applicable in the undertaking of the project and which will form part of the contract documentation and of which due cognisance must be taken in the bidding process.

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) also forms part of all bidding documents and must be read in conjunction with this Special Conditions of Contract.

Whenever there is a conflict between the GCC and the SCC, the provisions in the SCC shall prevail.

### 1.1. Bid Submission

1.1.1. Bidders will be permitted to submit bids by hand at:

34 Hamilton Street, Arcadia, Pretoria

1.1.2. Closing Date: Tuesday, 09 June 2020

1.1.3. Closing time: **11:00 am**

Compulsory Briefing session: **THERE WILL BE NO BRIEFING SESSION**

### 1.2. Validity of Bids

1.2.1. Bidders are required to submit bids valid for **120** days.

### 1.3. Two-stage Bidding

1.3.1. For this bid, a two-stage bidding procedure will be used, under which first un-priced technical proposals on the basis of a conceptual design or performance specifications are invited. The price proposal will only be considered after the technical proposal has been confirmed as being competent and compliant.

1.3.2. A minimum number of **three** (3) copies of the technical proposal are required.

1.3.3. Failure to comply to the above indicated provision will lead to a proposal being disqualified.

1.3.4. Only suppliers who meet the minimum of **65%** on functionality will be considered for second stage of evaluation.

### 1.4. Late Bids

1.4.1. Bids received after the time stipulated will not be considered. Late bids will be posted back to the bidder un-opened.

## **1.5. Clarification or Alterations of Bids**

- 1.5.1 Bidders will not be requested or permitted to alter their bids after the deadline for receipt of bids.
- 1.5.2 Requests for clarification needed to evaluate bids and the bidder's responses should be made in writing.

## **1.6. Completeness of Documentation**

- 1.6.1. It will be ascertained whether bids:
  - a. Include original tax clearance certificates;
  - b. Have been properly signed and completed;
  - c. Are substantially responsive to the bidding documents;
  - d. Have all the necessary documents attached; and
  - e. Are generally in order.
- 1.6.2. If a bid is not substantially responsive, that is, it contains material deviations from or reservations to the terms, conditions and specifications in the bidding documents, it will not be considered further.
- 1.6.3. The bidder will not be permitted to correct or withdraw material deviations or reservations once bids have been opened.

## **1.7. Rejection of all Bids**

The GPAA reserves the right to reject all bids if and when deemed necessary. This is justified when there is lack of effective competition, or bids are not substantially responsive.

## **1.8. Associations between Consultants**

- 1.8.1 Consultants are encouraged to associate with each other to complement their empowerment credentials and their respective areas of expertise, or for other reasons. Such an association may be for the long term (independent of any particular assignment) or for a specific assignment. The association may take the form of a joint venture or a sub consultancy. 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.
- 1.8.2 Consultants who do form a joint venture will agree on their terms and conditions and inform the GPAA of the details of such a joint venture for approval.

## **1.9. Project team to service the GPAA**

Please note that if changes are made to the Project team proposed in the tender after the bid has been awarded, this has to be cleared with the GPAA first.



**the gpaa**

Department:  
Government Pensions Administration Agency  
REPUBLIC OF SOUTH AFRICA

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# **Annexure C**

## **Government Pensions Administration Agency (GPAA)**

**SCM**

***General Conditions of Contract***

## **GPAA PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**

The purpose of this Annexure is to:

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

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

The General Conditions of Contract will form part of all bid documents and may not be amended.

Special Conditions of Contract (SCC) relevant to a specific bid should be compiled separately for every bid if applicable and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

### **TABLE OF CLAUSES**

1. Definitions
2. Application
3. General
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5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
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15. Warranty
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21. Delays in the supplier's performance
22. Penalties
23. Termination for default
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31. Notices
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## 1. DEFINITIONS

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 anything of value to influence the action of a public employee in the procurement process or in contract execution.
- 1.5. "**Countervailing duties**" are imposed in cases where an enterprise abroad is subsidized by its GPAA 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 markets its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12. "**Force majeure**" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13. "**Fraudulent practice**" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14. "**GCC**" means the General Conditions of Contract.
- 1.15. "**Goods**" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract

- 1.16. **“Imported content”** means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17. **“Local content”** means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18. **“Manufacture”** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19. **“Order”** means an employee written order issued for the supply of goods for 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 96 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 State Tender Bulletin. The State Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.employee.gov.za](http://www.employee.gov.za).

## **4. STANDARDS**

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



## **5. USE OF CONTRACT DOCUMENTS AND INFORMATION; INSPECTION**

- 5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

## **6. PATENT RIGHTS**

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

## **7. PERFORMANCE**

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

## **8. INSPECTIONS, TESTS AND ANALYSES**

- 8.1. All pre-bidding testing will be for the account of the bidder.
- 8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organisation acting on behalf of the Department.

- 8.3. If there is 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 Energy Board 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 analysed 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 OF DOCUMENTS**

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

## **11. INSURANCE**

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

## **12. TRANSPORTATION**

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

## **13. INCIDENTAL SERVICES**

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

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

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

## **14. SPARE PARTS**

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

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

## **15. WARRANTY**

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

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

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

- 15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5. 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.
- 15.6. 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 attendance register and upon fulfilment 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 authorised in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 17.2. GPAA will retain 10% of the amount approved pending the release of the Certificates of Competence or final results in case examination is written and results are to be released at a later stage. Once results are released and verified by GPAA, the retainer amount will be paid through to the training service provider.

## **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 or contract another supplier for full services or part-services, 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 contract 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 SUPPLIERS PERFORMANCE**

- 21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or local authorities.
- 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 supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods/services not supplied in conformity with the contract and to return any goods/ services 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) and quality as 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/services 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 contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

#### **25. FORCE MAJEURE**

25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

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

#### **26. TERMINATION FOR INSOLVENCY**

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

#### **27. SETTLEMENT OF DISPUTES**

27.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5. Notwithstanding any reference to mediation and/or court proceedings herein,

- a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- b) the purchaser shall pay the supplier any monies due the supplier.

27.6. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6.

## **28. LIMITATION OF LIABILITY**

28.1. 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.

28.2. 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, GPAA 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.