employment & labour

Department:
Employment and Labour
REPUBLIC OF SOUTH AFRICA

**BID ADVERTISEMENT**

| DESCRIPTION | REQUIRED AT: | TENDER NO: | CLOSING DATE: |
|---|---|---|---|
| **Bid for the appointment of a service provider to Supply, Deliver and Fully Assemble Office Furniture for the Department of Employment and Labour for a period of three (3) years.**<br><br>**COMPULSORY BRIEFING SESSION ON MICROSOFT TEAMS**:<br>Date: 19 January 2024<br>Time: 10:00AM<br><br>**NB**: The link to join the compulsory briefing session meeting is attached on the eTenders portal on the National Treasury website.<br><br>**BID DOCUMENTS:**<br>Bid documents and terms of reference are attached for all prospective bidders to download from the eTenders portal.<br><br>**BID DOCUMENTS TO BE DELIVER IN THE BID BOX AT:**<br>Department of Employment and Labour Head Office<br>215 Francis Baard, c/n Francis Baard &Paul Kruger<br>Laboria House<br>Pretoria | National Department of Employment and Labour. | BID LAB 04/2023 | 02 February 2024 at 11:00AM |

| | | | |
|---|---|---|---|
| **NB:TECHNICAL QUESTIONS TO BE SENT ON THE EMAIL.**<br>Email: HQtenders@labour.gov.za<br><br>**BID ADMINISTRATION CONTACT PEOPLE:**<br>Ms. Bellah Gelebe, Ms. Boitumelo Zulu and Mr Themba Maseko<br>Telephone: 012 309 4084/4943/4826<br>Email: HQtenders@labour.gov.za | | | |

**Name & surnames** B.I. Gelebe

**Signature** B.I. Gelebe

**Date** 05/12/2023

**Name & surname** THEMBA MASEKO

**signature**

**Date** 05/12/2023

PART A

INVITATION TO BID

| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF EMPLOYMENT AND LABOUR | | | | | |
|---|---|---|---|---|---|
| BID NUMBER: | **LAB 04/2023** | CLOSING DATE: | **02 February 2024** | CLOSING TIME: | **11:00** |
| DESCRIPTION | **BID TO SUPPLY, DELIVER AND FULLY ASSEMBLED OFFICE FURNITURE FOR THE DEPARTMENT OF EMPLOYMENT AND LABOUR** | | | | |
| **The bidders must be registered on the Central Suppler Database(CSD) and attaché such proof (i.e. MAAA number) The successful bidder will be required to fill in and sign a written contract form (SBD7).** | | | | | |

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE
BID BOX SITUATED AT *(STREET ADDRESS)*

| **The Department of Employment and Labour, Laboria House: Paul Kruger Street entrance (c/o Paul Kruger and Francis Baard Street)** | | | | | |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |
| | | | | | |
| **SUPPLIER INFORMATION** | | | | | |
| NAME OF BIDDER | | | | | |
| POSTAL ADDRESS | | | | | |
| STREET ADDRESS | | | | | |
| TELEPHONE NUMBER | CODE | | NUMBER | | |
| CELLPHONE NUMBER | | | | | |
| FACSIMILE NUMBER | CODE | | NUMBER | | |
| E-MAIL ADDRESS | | | | | |
| VAT REGISTRATION NUMBER | | | | | |
| | | | | | |
| | TCS PIN: | | **OR** | CSD No: | |
| | | | | | |
| COMPANY CONTACT PERSON | NAMES AND SURNAME..... | | | | |
| | | | | | |
| | | | | | |

| | | | |
|---|---|---|---|
| ARE YOU THE ACCREDITED REPRESENTATIVE **IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?** | ☐Yes ☐No<br>[IF YES ENCLOSE PROOF] | ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?** | ☐Yes ☐No<br>[IF YES ANSWER PART B:3 BELOW] |
| **SIGNATURE OF BIDDER** | ..... | **DATE** | |
| **CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)** | | | |
| | | **TOTAL BID PRICE (ALL INCLUSIVE)** | |

| **BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:** | | **BIDDING INFORMATION MAY BE DIRECTED TO:** | |
|---|---|---|---|
| DEPARTMENT/ PUBLIC ENTITY | DEPARTMENT OF EMPLOYMENT AND LABOUR | **TECHNICAL CONTACT PERSON** | |
| CONTACT PERSON | BELLAH GELEBE/ BOITUMELO ZULU / THEMBA MASEKO | TELEPHONE NUMBER | |
| TELEPHONE NUMBER | (012) 309 4084/4943/4826 | FACSIMILE NUMBER | N/A |
| FACSIMILE NUMBER | N/A | E-MAIL ADDRESS | HQtenders@labour.gov.za |
| E-MAIL ADDRESS | HQtenders@labour.gov.za | | |

## PART B
## TERMS AND CONDITIONS FOR BIDDING

**1. BID SUBMISSION:**

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

**1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE**

**1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES).**

1.4. **WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION.**

1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.

**2. TAX COMPLIANCE REQUIREMENTS**

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.

2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.

2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.

2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

**3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

| | | |
|---|---|---|
| 3.1. | IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? | ☐ YES ☐ NO |
| 3.2. | DOES THE BIDDER HAVE A BRANCH IN THE RSA? | ☐ YES ☐ NO |
| 3.3. | DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? | ☐ YES ☐ NO |
| 3.4. | DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? | ☐ YES ☐ NO |

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

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

## CHECKLIST OF BIDDING DOCUMENTATION BEFORE SUBMITTING

### CHECKED BY BIDDER

**NB!!** Have the following forms been completed, signed and submitted with your proposal?

| | | | |
|---|---|---|---|
| ☐ | SBD 1 | ☐ | |
| ☐ | Tax Compliance | ☐ | |
| ☐ | 3.1 Pricing | ☐ | |
| ☐ | SBD 4 | ☐ | |
| ☐ | SBD 6.1 | ☐ | |
| ☐ | Letter of resolution of Signatory attached | ☐ | |
| ☐ | Each page initialed | ☐ | |
| ☐ | Documents fully Completed. | ☐ | |
| ☐ | Compulsory Briefing | ☐ | |
| ☐ | ID Copies Certified | ☐ | |

**NB!! PLEASE TAKE NOTE THAT ALL STANDARD BIDDING (SBD) FORMS MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL. FAILURE TO DO SO MAY INVALIDATE YOUR BID**

# IMPORTANT NOTE:

## Tax Compliance Status

Bidders must ensure compliance with their tax obligations.

Bidders are required to supply their unique Personal Identification Number (PIN) issued by SARS to enable the organ of state to view the taxpayer`s profile Tax Compliance Status (TCS)

Application for Tax Compliance Status or PIN may also be made via e-filing in order to use this provision; taxpayers will need to register with SARS as e-filers through the website www.sars.gov.za

Failure to submit the required compliance information will invalidate your bid/proposal.

# PRICING SCHEDULE – FIRM PRICES (PURCHASES)

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

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

| | |
|---|---|
| Name of bidder..... | Bid number LAB 04/2023 |
| Closing Time 11:00 | Closing date 02 February 2024 |

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

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

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

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

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

*Delete if not applicable

# BIDDER'S DISCLOSURE

## 1. PURPOSE OF THE FORM

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

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

## 2. Bidder's declaration

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

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

| Full Name | Identity Number | Name of State institution |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

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

---

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

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

2.2.1 If so, furnish particulars:

.....

.....

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

2.3.1 If so, furnish particulars:

.....

.....

## 3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium2 will not be construed as collusive bidding.

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

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

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

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

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

| | |
|---|---|
| ..... | ..... |
| Signature | Date |
| ..... | ..... |
| Position | Name of bidder |

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

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

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

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## 1. GENERAL CONDITIONS

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

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

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

(*delete whichever is not applicable for this tender*).

a) The applicable preference point system for this tender is the 90/10 preference point system.

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

c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

(a) Price; and

(b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

| | POINTS |
|---|---|
| **PRICE** | 90 |
| **SPECIFIC GOALS** | 10 |
| **Total points for Price and SPECIFIC GOALS** | 100 |

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

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

## 2. DEFINITIONS

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

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

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

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

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

### 3.2.1. POINTS AWARDED FOR PRICE

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

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

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

Where

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

## 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

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

| **The specific goals allocated points in terms of this tender** | **Number of points allocated (90/10 system) (To be completed by the organ of state)** | **Number of points claimed (90/10 system) (To be completed by the tenderer)** |
|---|---|---|
| **Creation of new jobs or the intensification of Labour absorption**:<br>5 points will be equal to creation of 30 or more jobs in the last 5 years 4 points will be equal to creation of 20 or more jobs in the last 5 years 2 points will be equal to creation of 10 or more jobs in the last 5 years 0 points will be equal to creation less than10. | 5 | |
| **Percentage owned by Black Women**<br>**3 points be equal to 100% ownership**<br>(Points Will be calculated and allocated based on the % of ownership to the company) | 3 | |
| **South African Company**<br>2 points will be allocated to a company that is 100% owned by South African citizens and not a subsidiary of a foreign owned company | 2 | |

**DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

☐ Non-Profit Company
☐ State Owned Company
[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

i) The information furnished is true and correct;

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

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

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

(a) disqualify the person from the tendering process;

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

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

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

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

.....

**SIGNATURE(S) OF TENDERER(S)**

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

.....

.....

.....

# GOVERNMENT PROCUREMENT

# GENERAL CONDITIONS OF CONTRACT

## NOTES

The purpose of this document is to:

(i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and

(ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

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

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

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

# TABLE OF CLAUSES


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

## General Conditions of Contract

**1. Definitions**

1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.

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

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

**2. Application**

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

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

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

**3. General**

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

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

**4. Standards**

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

**5.Use of contract documents and information; inspection.**

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

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

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

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

**6. Patent rights**

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

**7. Performance security**

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

**8. Inspections, tests and analyses**

8.1 All pre-bidding testing will be for the account of the bidder.

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

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

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

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

**9. Packing**

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

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

**10. Delivery and documents**

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

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

**11. Insurance**

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

**12. Transportation**

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

**13. Incidental services**

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

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

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

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

**14. Spare parts**

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

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

**15. Warranty**

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

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

unless specified otherwise in SCC.

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

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

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

**16. Payment**

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

**17. Prices**

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

**18. Contract amendments**

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

**19. Assignment**

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

**20. Subcontracts**

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

**21. Delays in the supplier's performance**

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

**22. Penalties**

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

**23. Termination for default**

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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

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

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

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

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

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person

will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

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

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

**25. Force Majeure**

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

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

**26. Termination for insolvency**

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

**27. Settlement of Disputes**

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

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to

commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

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

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

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

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

**28. Limitation of liability**

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

**29. Governing language**

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

**30. Applicable law**

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

**31. Notices**

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

**32. Taxes and duties**

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

employment & labour
Department:
Employment and Labour
REPUBLIC OF SOUTH AFRICA

# TERMS OF REFERENCE

## BID TO SUPPLY, DELIVER AND FULLY ASSEMBLED OFFICE FURNITURE FOR THE DEPARTMENT OF EMPLOYMENT AND LABOUR

**SUPPLY, DELIVERY AND FULLY ASSEMBLED OFFICE FURNITURE FOR THE ENTIRE DEL**

**TABLE OF CONTENTS**

**SECTION A** ..... 4
1 LEGISLATIVE AND REGULATORY FRAMEWORK ..... 4
2 EVALUATION CRITERIA ..... 4
3 RESPONSE FIELDS ..... 4
4 AUTHORISATION DECLARATION ..... 4
5 TAX CLEARANCE CERTIFICATE ..... 5
6 VALUE ADDED TAX ..... 5
7 SUBMISSION OF BIDS ..... 5
8 LATE BIDS ..... 5
9 COUNTER CONDITIONS ..... 5
10 FRONTING ..... 6
11 SUPPLIER DUE DILIGENCE ..... 6
12 COMMUNICATION ..... 6
13 CONTACT DETAILS ..... 7
**SECTION B** ..... 8
14 CONTRACT PERIOD ..... 9
15 PARTICIPATING GOVERNMENT DEPARTMENTS / INSTITUTIONS ..... 9
16 LEGISLATIVE AND REGULATORY REQUIREMENTS SPECIFIC TO THIS BID ..... 9
17 PRICING STRUCTURE ..... 9
18 CONTRACT PRICE ADJUSTMENTS ..... 9
19 PRE-AWARD PRODUCT COMPLIANCE PROCEDURES ..... 9
20 DELIVERY AND QUANTITIES ..... 10
21 LOCAL PRODUCTIONS AND CONTENT ..... 10
22 BIDS TO BE COMPLETED AND EVALUATED PER CLUSTER ..... 10
23 AWARD CONDITIONS ..... 10
**SECTION C** ..... 11
24 ROLES AND RESPONSIBILITIES ..... 11
25 POST AWARD REPORTING ..... 12
**SECTION D**
26 EVALUATION AND SELECTION CRITERA ..... 13

## ABBREVIATIONS

| | |
|---|---|
| B-BBEE: | Broad-Based Black Economic Empowerment |
| CPA: | Contract Price Adjustment |
| CPI: | Consumer Price Index |
| DEL: | Department of Employment and Labour |
| ISO: | International Organisation for Standardisation |
| PPI: | Producer Price Index |
| ROE: | Rates of Exchange |
| SABS: | South African Bureau of Standards |
| SANAS: | South African National Accreditation System |
| SBD: | Standard Bidding Document |
| STATS SA: | Statistics South Africa |
| VAT: | Value- Added Tax Special Conditions of Contract |

# SECTION A

## GENERAL BID CONDITIONS

### 1 LEGISLATIVE AND REGULATORY FRAMEWORK

This bid and all contracts emanating there from will be subject to the General Conditions of Contract issued in accordance with Treasury Regulation 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999).
The Special Conditions of Contract are supplementary to that of the General Conditions of Contract. Where, however, the Special Conditions of Contract are in conflict with the General Conditions of Contract, the Special Conditions of Contract prevail.

### 2. STATUS OF THE BID

This is an invitation to prospective suppliers to submit a Bid for the supply, delivery and fully assembled office furniture as set out in the Terms of Reference (ToR) and specification contained herein. A binding contract for the mentioned goods and services will exist between the department and the successful bidder(s)

### 3 RESPONSE FIELDS

3.1 Bidders are required to submit responsive bids by completing all the prices and mandatory response fields on the provided pricing schedule for the individual items.

3.2 Non-compliance with this condition will invalidate the bid.

### 4 THIRD PARTY AGREEMENTS

4.1 The bidder must ensure that all financial and supply arrangements for goods or services have been mutually agreed upon between the bidder and the third party. No agreement between the bidder and the third party/sub-contractors will be binding on the Department.

### 5 TAX COMPLIANCE

5.1. It is a condition of this bid that the tax matters of the successful bidder(s) are in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

5.2 Bidders are required to be registered on the CSD and the DEL shall verify the bidder's tax compliance status through the CSD or through SARS.

5.3 Where Consortia / Joint Ventures are involved, each party must be registered on the CSD and their tax compliance status will be verified through the CSD or through SARS.

## 6 VALUE ADDED TAX

6.1 All bid prices must be inclusive of applicable Taxes.

6.2 Failure to comply with this condition will invalidate the bid.

## 7 SUBMISSION OF BIDS

7.1 Bid documents must be placed in the tender box at 310 Paul Kruger Street in Pretoria on or before the **02 February 2024 at 11H00.**

7.2 Bid documents will only be considered if received by Department of Employment and Labour before the closing date and time.

7.3 The bidder(s) are required to submit two (2) copies of each file. (One (1) original and two (2) duplicate) with content of the entire proposal by the **02 February 2024 at 11H00.** Each file must be marked correctly and sealed separately for ease of reference during the evaluation process.

## 8 LATE BIDS

Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration and where practical, be returned unopened to the bidder.

## 9 COUNTER CONDITIONS

9.1 DEL reserves the right to change or supplement any information or to issue any addendum to this bid before the closing date and time.

9.2 The DEL and its Accounting Officer, employees and advisors will not be liable in connection with either the exercise of, or failure to exercise this right.

9.3 If the DEL exercises its right to change or supplement information in terms of the above clause, it may seek approval to amend the bid documents from all bidders.

## 10 FRONTING

10.1 The DEL supports the spirit of Broad Based Black Economic Empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the DEL condemn any form of fronting.

10.2 The DEL, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents.

10.3 Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry / investigation, the onus will be on the bidder / contractor to prove that fronting does not exist.

10.4 Failure to do so within a period of 14 days from date of notification may invalidate the bid / contract and may also result in the restriction of the bidder /contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies the DEL may have against the bidder / contractor concerned.

## 11 SUPPLIER DUE DILIGENCE

The State reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include site visits.

## 12 COMMUNICATION

12.1 Supply Chain Management (SCM) may communicate with bidders where clarity is sought after the closing date of the bid and prior to the award of the contract, or to extend the validity period of the bid, if necessary.

12.2 Any communication to any government official or a person acting in an advisory capacity for the State in respect of this bid between the closing date and the award of the bid by the bidder is discouraged.

12.3 All communication between the bidder and the SCM Office must be done in writing.

12.4 Whilst all due care has been taken in connection with the preparation of this Bid, the DEL makes no representations or warranties that the content in this document or any information communicated to or provided to bidders during the bidding process is, or will be, accurate, current or complete. The DEL, and its Accounting Officer,

employees and advisors will not be liable with respect to any information communicated, which is not accurate, current or complete.

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

12.6 Any actual discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by the DEL will, if possible, be corrected and provided to all bidders without attribution to the bidder who provided the written notice.

12.7 All persons (including all bidders) obtaining or receiving this bid and any other information in connection with this bid or the tendering process must keep the contents of the bid and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this bid.

## 13 CONTACT DETAILS

### 13.2 **Bid Enquiries**

All enquiries should be in writing to HQtenders@labour.gov.za by no later than five (05) days prior to the closing date. The closing date for receipt of all enquiries will be 26 January 2024 at 16H00. All enquiries beyond 26 January 2024, 16H00 will not be considered.

# SECTION B

## TERMS OF REFERENCE

### 14 BACKGROUND

The DEL is a National department with a Head Office that is based in Pretoria and one hundred and sixty (162) two smaller offices throughout the country that are known as the nine (9) Provincial offices with their Labour Centres and Satellite offices.

### 15 CONTRACT PERIOD

The contract period shall be for a period of 36 months, commencing on the *commencement date* indicated on the Service Level Agreement.

Upon award Department of Employment and Labour and the successful bidder will conclude a Service Level Agreement regulating the specific terms and conditions applicable to the services being procured by Department of Employment and Labour, more or less in the format of the draft Service Level Indicators included in this tender pack.

### 16 LEGISLATIVE AND REGULATORY REQUIREMENTS SPECIFIC TO THIS BID

16.1 Bidder/s should comply with all DEL legislation including:

- Labour Relations Act, 1995 (as amended),
- Basic Conditions of Employment Act, 1997,
- Employment Equity Act, 1998 (as amended),
- Unemployment Insurance Act, 2001 (as amended),
- Occupational Health and Safety Act, 1993,
- National Minimum Wage Act, 2018
- Compensation for Occupational Injuries and Diseases Act, 1993 (as amended),
- National Economic Development and Labour Council Act, 1994
- Employment Service Act no 4, 2014.

16.2 Bidders must supply the office furniture compliant with departmental specifications. The required furniture must be approved by the SABS or any testing agent

accredited or recognised by the South African National Accreditation Standards (SANAS).

No deviations in the above mentioned specifications will be accepted.

## 17 PRICING STRUCTURE

17.1 Prices quoted in accordance with Annexure A must be furnished on the basis of fully assembled and delivered at the attached locations as per Annexure B

17.2 Prices submitted for this bid must be filled in on the field provided on the pricing schedules supplied with the bid. Price structures that do not comply with this requirement may invalidate the bid. Bidders are still required to complete the SBD 1 form, including the total bid price.

17.3 Failure to comply with the above will result in the invalidation of the bid.

17.4 **ALL** bid prices accepted from the successful bidder will remain **fixed and firm from date of acceptance of the bid**.

## 18. PRE-AWARD PRODUCT COMPLIANCE PROCEDURES

18.1 ***Standards / Specifications***

Items must comply with standards / specifications as stated in the bid document.

18.2 ***South African Bureau of Standards:***

SANS, SABS, ISO AND CKS specifications are available from South African Bureau of Standards Office's countrywide. Obtaining of such standards/specifications will be the responsibility of and for the account of the prospective bidder. To purchase standards, obtain quotes or enquire about the availability of eStandards, please contact Standards Sales at:

Postal Address: Private Bag X191, Pretoria, 0001
Physical Address: 1 Dr Lategan Road, Groenkloof, Pretoria
Tel: (012) 428 6883, Fax: (012) 428 6928, E-mail: sales@sabs.co.za
Website: www.sabs.co.za and follow the "Search/Buy Standards" link

18.3 ***South African National Accreditation System (SANAS):***

The contact details of SANAS are as follows:
Postal Address: Private Bag x 23, Sunnyside, Pretoria, 0132
Physical Address: The DTI Campus, 77 Meintjies Street, Sunnyside, Pretoria, 0002,
Tel: 012-394 3760, Fax: 012-3940526
A list of institutions is available on the SANAS website http://www.sanas.co.za/ or http://www.sanas.co.za/contact.php

18.4 To give effect to the above requirement, the DEL reserves the right to refer components for testing to ensure that all specifications have been met.

18.5 At the discretion of the DEL, short listed bidders may be required to provide the Department with mock-up samples for inspection.

## 19. DELIVERY AND QUANTITIES

19.1 ***Delivery Basis***

19.1.1 Firm lead times for delivery must be quoted for the duration of the contract period.

19.1.2 All deliveries must be made in terms of the delivery schedules or purchase orders Provided by each Provincial Office/ Head Office.

19.2 ***Quantities***

19.2.1 The quantities will be determined based on the Department's needs.

19.2.2 The purchase orders against the contract will be placed on an" as and when basis" by individual offices.

## 20 BIDS TO BE COMPLETED AND EVALUATED PER ITEM

20.1 Bids must be offered per item,

20.2 Bids will be evaluated per item and Bidders are required to quote per item on each page per Annexure A.

20.3 Bidders must take note that the allocation of points will be per item.

20.4 The DEL reserves the right to conduct a site inspection to assess the bidders' ability to supply the product. The site visit will be carried out with the short-listed bidders only and will be conducted without notice.

20.5 The DEL reserves the right to award contracts to more than one contractor for the same item.

## 21. INTELECTUAL PROPERTY RIGHTS

21.1 All information, documents, designs and sketches must be regarded as confidential and may not be made available to any unauthorized person or institution without the written consent of the DEL.

21.2 The successful bidder is entitled to general knowledge acquired in the execution of this agreement and may use it, provided that it shall not be to the detriment of the DEL.

## 22 AWARD CONDITIONS

22.1 The DEL will not be held liable for any expenses incurred by bidders during this bid process.

22.2 Bids containing misrepresentation of any facts will upon discovery be immediately disqualified. DEL reserves the right to cancel the contract of the winning bidder/s if this misrepresentation is discovered.

22.3 The DEL reserves the right to terminate this contract at any stage. Only completed orders will be paid for. Successful bidders will be allowed to complete all orders within the stipulated timeframe.

**SECTION C**

**23 ORDERS AND DELIVERY**

*23.1* ***Orders***

23.1.1 Contractors should note that each individual purchasing office is responsible for generating the order(s) as well as the payment(s) thereof.

23.1.2 Contractors should note that the order(s) will be placed as and when required during the contract period and delivery points will be specified by the relevant purchasing institution(s).

23.1.3 The instructions appearing on the official order form regarding the supply, dispatch and submission of invoices must be strictly adhered to and under no circumstances should the contractor deviate from the orders issued by the purchasing office.

23.1.4 Specific orders will be placed as the need arises. The extent of the orders will only be determined at a later stage.

23.1.5 The Department is under no obligation to accept any quantity, which is in excess of the ordered quantity.

*23.2* ***Delivery Adherence***

23.2.1 Delivery of goods must be made in accordance with the instructions appearing on the delivery schedules issued by purchasing institutions.

23.2.2 All deliveries or dispatches must be accompanied by a delivery note stating the official order number against which the delivery has been affected.

23.2.3 Successful bidders must adhere strictly to the delivery lead times of **not more than eight weeks** after receiving the purchase order.

23.2.4 Supplied and fully assembled goods not complying with the order forms will be returned to the contractor at the contractor's expense.

23.2.5 The DEL will take ownership once the furniture is fully delivered and assembled/installed.

## 24. PRODUCT ADHERENCE / SPECIFICATION CHANGE

24.1 In the event where a bidder offers a specific item and that item is subsequently awarded to the bidder, it is required of the successful bidder to continue to supply the specific item awarded throughout the contract period.

24.2 In the event that the specific item is discontinued, DEL must be notified of such occurrence.

24.3 Successful Bidders are not allowed to deliver a different item other than the specific item awarded to them prior to an approval of specification change from DEL.

## 25 POST-AWARD PRODUCT COMPLIANCE PROCEDURES

The following post-award product compliance procedures may apply:

*25.1* ***Consignment / batch testing***

25.1.1 Consignments (products) are inspected on a batch to batch or lot for lot basis to ensure that the product comply with predetermined standards (these standards could be SABS/SANS or private standards).

25.1.2 The contract and official orders to the successful bidder will reflect that the relevant testing institution is required to carry out consignment/batch inspections. The purchasing institution will send a copy of the official order to the South African Bureau of Standards and notify the testing institution in writing (preferably by means of an official order) that consignment /batch tests must be carried out.

25.1.3 The Department will inspect the consignment as and when it deems is fit to do so at any given time during the contract period. Inspections will be carried out at the contractor's premises as any faults are then indisputably the responsibility of the contractor and the correction thereof could be done promptly. Non mark bearing fabric may be tested with every batch; mark bearing fabric may also be tested on request by the department.

25.1.4 If the inspections do not comply with the standards, the cost for these inspections will be payable directly by the contractor

## SECTION D

## 27 EVALUATION AND SELECTION CRITERIA

Department of Employment and Labour has set minimum standards (Phases) that a bidder needs to meet in order to be evaluated and selected as a successful bidder. The minimum standards consist of the following:

| Stage | Description | Applicable for this bid |
|---|---|---|
| Phase 1 | Administrative Pre-qualification requirements | YES |
| Phase 2 | Mandatory requirements | YES |
| Phase 3 | Evaluation on functionality | YES |
| Phase 4 | Evaluation on Price and Specific goals | YES |

**The bidder must qualify for each phase to be eligible to proceed to the next stage of the evaluation.**

**Submission of bid response**: The bidder has submitted a bid response documentation pack –

(a) that was delivered at the correct physical or postal address and within the stipulated date and time as specified in the "Invitation to Bid" cover page, and;

(b) in the correct format as one original document, two copies and an electronic copy in PDF format (non-erasable media to be used). *Any variance between artefacts will result in disqualification.*

### PHASE 1: ADMINISTRATIVE PRE-QUALIFICATION REQUIREMENTS

If the Bidder failed to comply with any of the administrative pre-qualification requirements, or if Department of Employment and Labour is unable to verify whether the pre-qualification requirements are met, then Department of Employment and Labour reserves the right to –

- Reject the bid and not evaluate it, or
- Accept the bid for evaluation, on condition that the Bidder must submit within 7 (seven) days any supplementary information to achieve full compliance, provided that the supplementary information is administrative and not substantive in nature.

(a) The Service providers must be registered with the Central Supplier Database. Service providers are required to provide the Department with the MAAA... number

(b) **Attendance at compulsory briefing session:** All bidders are required to sign the briefing session attendance register using the same information (bidder company name, bidder representative person name and contact details) as submitted in the bidder's response document.

(c) The total Bidding price must be written correctly and in full on all required SBD forms as well as the proposal/quotation.

(d) Completed and Signed Standard Bidding Documents (SBD forms)

(e) Certified ID copies of Company Members and Shareholders, at the point of submission.

(f) A resolution of the Board of Directors for authority of signatory with the ID number of the appointee must be submitted with the bid.

(g) No late bids shall be accepted.

(h) Please note that any enquiries must be directed via e-mail or telephone and will only be responded to at the compulsory briefing session. After the briefing session, queries will only be submitted via e-mail and responses will also be via email and copied to all other bidders. The department will not take queries 5 days before the closing date.

(i) Any proposals received in response to this bid remain the property of the Department of Employment and Labour.

(j) Bids should be held valid for a period of 90 days.

## PHASE 2: MANDATORY REQUIREMENTS

INSTRUCTION

(1) The bidder **must comply with ALL the requirements by providing substantiating evidence** in the form of documentation or information, failing which will be regarded as "NOT COMPLY".

(2) The bidder **must provide a unique reference number** (e.g. binder/folio, chapter, section, page) to locate substantiating evidence in the bid response. During evaluation, the Department reserves the right to treat substantiation evidence that cannot be located in the bid response as "NOT COMPLY".

(3) The bidder **must complete the declaration of compliance** as per the section below by marking with an "X" either "COMPLY", or "NOT COMPLY" with ALL of the technical mandatory requirements, failing which will be regarded as "NOT COMPLY".

**The bidder must comply with ALL the MANDATORY REQUIREMENTS in order for the bid to proceed to the next stage of the evaluation. Failure to provide any of the mandatory documents/requirements will lead to automatic disqualification of the supplier's bid.**

**The bidder declares by** indicating with an "X" **in either the "COMPLY" or "NOT COMPLY" column that –**

(a) **The bid complies with each and every TECHNICAL MANDATORY REQUIREMENT as specified in the below SECTION; AND**

(b) **Each and every requirement specification is substantiated by evidence as proof of compliance.**

| | COMPLY | |
|---|---|---|
| **MANDATORY REQUIREMENT** | **Yes** | **No** |
| Provide track record in the supply, delivery & installation of office furniture:<br>a. References may include one or multiple customers and letters must be on a departmental or company letterhead.<br>b. Project end-date must be current or not older than five (5) years from the date this bid is advertised | | |
| All furniture items must be guaranteed for a period of two years. A guarantee certificate must be provided as proof. | | |

## PHASE 3: EVALUATION ON FUNCTIONALITY

- All bidders are required to respond to the technical evaluation criteria scorecard and compliance checklist.
- Only Bidders that have met the Pre-Qualification Criteria in (Phase 1) and Mandatory requirements (Phase 2) will be evaluated for Functionality (Phase 3) as follows:

**Phase 3: Evaluation Criteria/Functionality** Bidders will be evaluated out of 100 points and are required to achieve minimum threshold of 70 points.

| | **Functionality Evaluation Criteria** | **Maximum Points** |
|---|---|---|
| 1. | A detailed work plan indicating a demonstration of an ability to be able to successfully deliver and install the **estimated quantities** requested within the stated manufacturing and delivery period.<br>1. Delivery plan= 20<br>2. Contingency plan = 20<br>3. Manufacturing plan = 10<br>4. Installation plan = 10<br>5. Risk assessment for delivery of furniture = 10<br>6. Action plan for implementing control measures identified in the risk assessment = 10 | **80** |
| 2. | Provide proof of your official premises as per your *domicilium citandi et executandi* i.e. official work premises/address by providing your municipal account or lease agreement | **10** |
| 3 | Proof of financial capacity:<br>1. Provide at least the latest two financial years' unqualified audited company financial statements (under letterhead of the auditing firm endorsed). = 5<br>2. Provide proof of a clean credit record. No current or pending judgement, adverse listing, business rescue or principal sequestration listing = 5 | **10** |
| **TOTAL POINTS** | | **100** |

**Joint Ventures, Consortiums and Trusts**

Bidders must submit concrete proof of the existence of joint ventures and/or consortium arrangements. **The Department of Labour** will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement.

The joint venture and/or consortium agreements must clearly set out the roles and responsibilities of the Lead Partner and the joint venture and/or consortium party. The agreement must also clearly identify the Lead Partner, who shall be given the power of attorney to bind the other party/parties in respect of matters pertaining to the joint venture and/or consortium arrangement.

**PHASE 4 - PRICE AND SPECIFIC GOALS=90 points**

The points for Price and Specific goals will be consolidated:

**1.Price (90 points)**

**2. Specific goals (10 Points)**

| **Specific Goals** | **10 points** |
|---|---|
| **Creation of new jobs or the intensification of Labour absorption**:<br><br>5 points will be equal to creation of 30 or more jobs in the last 5 years 4 points will be equal to creation of 20 or more jobs in the last 5 years 2 points will be equal to creation of 10 or more jobs in the last 5 years 0 points will be equal to creation less than10. | 5 |
| **Percentage owned by Black Women**<br>**3 points be equal to 100% ownership**<br>(Points Will be calculated and allocated based on the % of ownership to the company) | 3 |
| **South African Company**<br>2 points will be allocated to a company that is 100% owned by South African citizens and not a subsidiary of a foreign owned company | 2 |

**COMPULSORY BRIEFING SESSION**

(a) **The compulsory briefing session will be held as follows:**

**Date:19 January 2024 at 10H00**

**Place: Microsoft team**

A Compulsory briefing and clarification session will be held through Microsoft team where the Department of Employment and Labour Head Office to clarify to bidder(s) the scope and extent of work to be executed.

**It is highly recommended that bidders must attend the briefing session as proposals of bidders who did not attend the briefing session will not be considered.**

Proposals must be submitted in a sealed envelope into the Bid Box situated at:

**The DEL,**
**Laboria House**
**310 Paul Kruger Street**
**c/o Francis Baard and Paul Kruger Streets,**
**Pretoria CBD**

Annexure A

| PROCUREMENT AND INSTALLATION OF OFFICE FURNITURE TO DEPARTMENT OF EMPLOYMENT AND LABOUR FOR A PERIOD OF FIVE YEARS | | | | | | |
|---|---|---|---|---|---|---|
| **SKU** | **Description** | **Unit Price** | **Quantity** | **Year 1** | **Year 2** | **Year 3** |
| | **TYPE A - SR 1 - 12** | | | | | |
| *1* | Hinged door system cupboard with 4 shelves<br>Size: 1800(H)x920(W)X470(D)<br>Melamine – Harvard Cherry | | | | | |
| *2* | Sliding door credenza<br>Size:(900x500) including shelfs and with central locking<br>Melamine – Harvard Cherry | | | | | |
| *D3R* | Desk – cluster top with<br>Central locking mobile pedestal – 3 standard drawers – RHS<br>Melamine – Harvard Cherry<br>Round edging<br>*Range size | | | | | |
| | 0.9m x0.9m | | | | | |
| | 1m x 1m | | | | | |
| | 1.1m x 1.1m | | | | | |
| | 1.2m x 1.2m | | | | | |
| | 1.5m x 1.5m | | | | | |
| | | | | | | |
| *D3L* | Desk – cluster top with<br>Central locking mobile pedestal 3 Standard drawers – LHS<br>Melamine – Harvard Cherry | | | | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| | Round edging<br>*Range size | | | | | |
| | 0.9m x0.9m | | | | | |
| | 1m x 1m | | | | | |
| | 1.1m x 1.1m | | | | | |
| | 1.2m x 1.2m | | | | | |
| | 1.5m x 1.5m | | | | | |
| *4* | Round Conference Table - 4 seater<br>Size : 1200 Diameter<br>X - Base<br>Melamine – Harvard Cherry | | | | | |
| *5* | Kitchen Chairs Fast line II<br>Plastic canteen Side chairs<br>Lime Green | | | | | |
| *6* | Kitchen Table –<br>Aluminium Canteen Square Table<br>Size: 800 x800<br>4 spoke base<br>Rust resistant | | | | | |
| *7* | Floor standing Brochure Holding with 5 tilting shelves<br>Size: 1980(H) x 410(D)x410(W)<br>Silver/Grey | | | | | |
| | **Boardroom furniture** | | | | | |
| *BT8* | Boardroom table 12 seater<br>4200x1200<br>Box Pedestal legs | | | | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| | Must be able to break up into 2 – 3 pieces<br>Melamine – Harvard Cherry<br>Round edging | | | | | |
| *BS8* | Boardroom side table – Server unit<br>Size: 900(H) x 1550 (W) x600(D)<br>Including 2 Hinge doors<br>5 x drawers<br>Melamine – Harvard Cherry | | | | | |
| | **TYPE B – Senior Managers** | | | | | |
| *ED9L* | Executive L Shape Desk<br>Size: 2250 x 200 – LHS<br>With executive dingle pedestal with central locking<br>Melamine – Harvard Cherry<br>Round edging | | | | | |
| *ED9R* | Executive L Shape Desk<br>Size: 2250 x 200 – RHS<br>With executive dingle pedestal with central locking<br>Melamine – Harvard Cherry<br>Round edging | | | | | |
| *10* | Wall unit<br>Size: 1800(H) x 900(W)x360(D) – Half glass<br>Melamine – Harvard Cherry<br>Round edging | | | | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| 11 | Executive D-end Conference table – 8 seater Size: 2400 x 1200<br>Plain top<br>Titan leg<br>Melamine – Harvard Cherry<br>Round edging | | | | | |
| 12 | Executive D-end Conference table – 10 seater<br>Size: 2800 x 1200<br>Plain top<br>Titan leg<br>Melamine – Harvard Cherry<br>Round edging | | | | | |
| 13 | **TYPE A SR 1 - 12** | | | | | |
| | 4 Way cluster unit top<br>Central locking mobile pedestal with 3 standard drawers<br>Desk – base screen – Budget straight in Black.<br>Melamine – Harvard Cherry<br>Round edging<br>Range in table size: | | | | | |
| | 0.9m x 0.9m | | | | | |
| | 1m x 1m | | | | | |
| | 1.1m x 1.1m | | | | | |
| | 1.2mx 1.2m | | | | | |
| | 1.5mx1.5m | | | | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| *14* | Office Chairs<br>High back Chair with headrest and arms<br>Black Netted Back<br>Synchron Mechanism<br>Height Adjustable Backrest<br>Black Nylon base | | | | | |
| *15* | Visitors chairs Black<br><br>High back Chair without arms<br>Black Netted Back<br>Synchron Mechanism<br>Height Adjustable Backrest<br>Black Nylon base | | | | | |
| *16* | Boardroom chairs | | | | | |
| | **TOTALS** | | | *Year 1* | Year 2 | Year 3 |
| | | | **G-TOTAL** | | | |

## GUIDELINES TO PROSPECTIVE BIDDERS TO ASSIST WITH CONTRACT PRICE ADJUSTMENTS

***NB!! This only serves as a guide to prospective bidders to prepare their fixed prices for Year 1 and 2.**

### *1* Formula

1.1 The following formula can be used to assist with the projections of Year 2 to Year 5
1.2 Adjustment claim for Year 2 to Year 5 price must be accompanied by documentary evidence in support of any.
1.3 The following price adjustment formula will be applicable for calculating contract price adjustments (CPA):

$$Pa = (1-V)\,Pt\left[D1\,\frac{R1t}{R10} + D2\,\frac{R2t}{R20} + D3\,\frac{R3t}{R30} + D4\,\frac{R4t}{R40}\right] + V\,Pt$$

*where:*

*Period* = *The time period between price adjustments.*

*Pa* = *The adjusted price or tariff for each period.*

*V* = *The fixed portion of the price or tariff which must not be smaller than 0,15.*

*Pt* = *The price or tariff at tender date, which will be applicable to the first period.*

*D1,... to D4* = *The portion (as a fraction) of the price or tariff to be coupled to indices R1 to R4 respectively. The sum of D1 to D4 must equal one.*

*R1,... to R4* = *The index series for example :*

*R1 = salaries/wages, Consumer Price Index PO 141.1 table 4.*

*R2 = transport, PO 141.1 table 3.*

*R3 = chemicals and cleaning materials, PO 141.1 table 3.*

*R4 = overheads, PO 141.1 table 5.*

| | | |
|---|---|---|
| *O* | = | *The suffix which indicate the index figure applicable at the date of tendering. In practice the index figure applicable three months prior to the date of tender may be used.* |
| *T* | = | *The suffix that indicates the index number to be used for the adjustment of the price or tariff for the next period. Once again the index figure applicable three months prior to the start of the next period may be used. Prices or tariffs are fixed at the quoted level for the first period and thereafter remain fixed as adjusted for each period.* |