GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

INVITATION TO BID

BID NUMBER	GT/GDE/047/2026
BID DESCRIPTION	APPOINTMENT OF SERVICE PROVIDER (S) FOR SUPPLY AND DELIVERY OF LEARNER AND EDUCATOR FURNITURE IN THE GAUTENG DEPARTMENT OF EDUCATION INSTITUTIONS FOR A FIXED TERM PERIOD OF THREE (3) YEARS

CUSTOMER DEPARTMENT	GAUTENG DEPARTMENT OF EDUCATION
CUSTOMER INSTITUTION	GAUTENG DEPARTMENT OF EDUCATION

BRIEFING SESSION	**Y**	☐	**N**	☑	**SESSION COMPULSORY**		**Y**	☐	**N**	☑
					SESSION HIGHLY RECOMMENDED		**Y**	☐	**N**	☑
BRIEFING VENUE	NA				**DATE**	NA	**TIME**		NA	
COMPULSORY SITE INSPECTION	**Y**	☐	**N**	☑	**DATE**	NA	**TIME**		NA	
SITE INSPECTION ADDRESS	NA									

TERM AGREEMENT CALLED FOR?	**Y**	☑	**N**	☐	**TERM DURATION**	THREE YEARS

CLOSING DATE	15/01/2027	**CLOSING TIME**	11H00

TENDER BOX LOCATION
GAUTENG DEPARTMENT OF EDUCATION, 100 MAIN , CORNER RISSIK AND MAIN STREET,MARSHALLTOWN, JOHANNESBURG

NOTES

THE TENDER BOX IS OPEN 7H00 TO 16H00 WEEKDAYS

- Bids / tenders must be deposited in the Tender Box on or before the closing date and time.
- Bids / tenders submitted by fax will not be accepted.
- This bid is subject to the preferential procurement policy framework act, 2000 and the preferential procurement regulations, 2022, the general conditions of contract (gcc) 2010 and, if applicable, any other special conditions of contract.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL GPG BID FORMS – (NOT TO BE RE-TYPED) - ALL REQUIRED INFORMATION MUST BE COMPLETED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

THE TENDERING SYSTEM

The Invitation to Bid Pack consists of two Sections (Section 1 and Section 2). These two sections must be submitted separately, clearly marked with the Tender Number and the Section Number.

TRAINING SESSIONS

Non-compulsory **"How to tender"** workshops are held every Wednesday from 10:00 to 13:00. Kindly follow our social media platforms / etenders@gauteng.gov.za (Publications) for the venue of the training.

GAUTENG PROVINCE
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REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

INVITATION TO BID

PART A
INVITATION TO BID

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE	NA	NUMBER	NA	
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	

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

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

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INVITATION TO BID

TENDER DOCUMETS CAN BE OBTAINED FROM: https://e-tenders.gauteng.gov.za/Pages/Advertised-Open-Tenders.aspx
OR
ALTERNATIVELY SEND AN E-MAIL TO: Tender.admin@gauteng.gov.za

ANY ENQUIRIES REGARDING BIDDING PROCEDURE MAY BE DIRECTED TO:	
DEPARTMENT	GAUTENG DEPARTMENT OF EDUCATION
CONTACT PERSON	PROCUREMENT BUYER
TELEPHONE NUMBER	011 355 0077
FACSIMILE	NA
E-MAIL ADDRESS	Procurement2@gauteng.gov.za

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	GAUTENG DEPARTMENT OF EDUCATION
CONTACT PERSON	PROCUREMENT BUYER
TELEPHONE NUMBER	011 355 0077
FACSIMILE	NA
E-MAIL ADDRESS	Procurement2@gauteng.gov.za

GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

INVITATION TO BID

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

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

1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**

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

1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

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

2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.

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

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

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

2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER		**DATE**	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Proof of authority must be submitted e.g. company resolution)			

RETURNABLE ATTACHMENT

GAUTENG PROVINCE
EDUCATION
REPUBLIC OF SOUTH AFRICA

CONSENT FORM TO PROCESS PERSONAL INFORMATION IN TERMS OF THE PROTECTION OF PERSONAL INFORMATION ACT, NO 4 OF 2013 (POPIA)

1. In the furtherance of the relevant Department's operational requirements and for purposes of complying with its policies, procedures and privacy laws, we may be required to disclose, process and/or further process your personal information provided to us and/or made available by virtue of submission of this RFQ proposals.

2. For purposes contemplated in paragraph 1, the Gauteng Department of Education (Department), hereby requests your consent and/or authorisation for the disclosure, processing and/or further processing of any and/or all your personal information as may be necessary for reasons provided in paragraph 1.

3. By signing this Personal Information Processing Consent form, you hereby grant the Department permission, consent and/or authorisation to disclose, process and further process your personal information within our records, as may be required and/or necessary from time to time.

I, the undersigned, _____ *(INSERT FULL NAME AND SURNAME)* with Identity Number _____, in my personal capacity or acting on behalf of _____ (Registration Number: _____) (Company), confirm that:

4. I have read and understood the contents of this Personal Information Processing Consent form, the details of which have been further explained to me.

5. my or _____ _ _____'s *(INSERT COMPANY'S NAME)* personal information and/or data may be disclosed, processed and/or further processed by the Department (including its employees, agents, contractors and representatives) and such other third parties contracted with the Department involved in the processing, verification and management of my and/or Company's Personal Information in accordance with the requirements set out in paragraph 1 **(Processors);**

6. any one or more of the above entities/representatives may utilise my and/or Company's personal information/data storage and/or any traffic data processing infrastructure located in and outside the borders of the Republic of South Africa (RSA), in which instance my and/or Company's personal information/data may be conveyed, processed and/or stored outside the borders of RSA;

7. I accept the data security and protection measures adopted and/or applied by the Processors in their retention, disclosure, processing and further processing of my and/or Company's personal information/data; and

8. The Department may retain any of my personal information/data as may be required by the Department or for purposes contemplated in paragraph 1.

9. By my signature below, do hereby give my or the Company's irrevocable consent, and/or authorisation for purposes required and/or detailed in this Personal Information Processing Consent form.

Privacy Laws Compliance Clause

I, the signatory to this document/form, further warrant and undertake:

10. to comply with all privacy laws (including the Protection of Personal Information Act 4 of 2013, as amended, (POPIA)) applicable to the processing of any Personal Information resultant from and/or pursuant to the terms of this Agreement. You further undertake to ensure that all security measures are in place, to:

- ✓ ensure the lawful processing of Personal Information
- ✓ secure the integrity and confidentiality of such Personal Information;
- ✓ provide the appropriate and reasonable technical and organization measures to prevent any loss, damage or unauthorized destruction of Personal Information;
- ✓ mitigate against any unlawful, data breach or unauthorised access to Personal Information;
- ✓ identify any or potential risks related to data breaches or contravention with privacy laws;
- ✓ apply the acceptable information security practices and procedures.

11. to indemnify the Department against any losses, howsoever arising, resultant from any breach or contravention of the privacy laws including your breach of this clause and shall, timeously, notify the Department, the data subject and the Information Regulator in the event of any contravention - a unauthorised disclosure of Personal Information.

12. In accordance with the requirements• of POPIA, I hereby give the Department the expressed and revocable consent to and/or authorisation to disclose, process and/or further process any Personal Information obtained by the Department pursuant to the terms of this Agreement.

Signed by: _____

ID Number: _____

Signature: _____

Designation: _____

Date: _____

GAUTENG PROVINCE TREASURY REPUBLIC OF SOUTH AFRICA	**PROVINCIAL SUPPLY CHAIN MANAGEMENT**	
	INSTRUCTION TO BIDDERS	**Page: 1 of 4**

1.	The INVITATION TO BID Pack is drawn up so that certain essential information should be furnished in a specific manner. Any additional particulars shall be furnished in a separate annexure.
2.	The INVITATION TO BID forms should not be retyped or redrafted, but photocopies may be prepared and used. Additional offers may be made for any item, but only on a photocopy of the page in question or on other forms obtainable from the relevant Department or Institution advertising this BID. Additional offers made in any other manner may be disregarded.
3.	Should the INVITATION TO BID forms not be filled in by means of electronic devices, bidders are encouraged to complete forms in a black ink.
4	Bidders shall check the numbers of the pages and satisfy themselves that none are missing or duplicated. No liability shall be accepted with regards to claims arising from the fact that pages are missing or duplicated.
5	The INVITATION TO BID forms shall be completed, signed and submitted with the bid. SBD 5 (National Industrial Participation Programme Form) will only be added to the INVITATION TO BID pack when an imported component in excess of US $ 10 million is expected.
6	A separate SBD 3.1, SBD 3.2 or SBD 3.3 form (PRICING SCHEDULE per item) shall be completed in respect of each item. Photocopies of this form may be prepared and used or additional copies, (if required) are obtainable from the relevant Department or Institution advertising this BID (not applicable for PANEL of BIDDERS).
7	Firm delivery periods and prices are preferred. Consequently, bidders shall clearly state whether delivery periods and prices will remain firm for the duration of any contract, which may result from this BID, by completing SBD 3.1 (PRICING SCHEDULE per item) (not applicable for PANEL of BIDDERS).
8	If non-firm prices are offered bidders must ensure that a separate SBD 3.2 (Non-Firm Prices per item) is completed in respect of each item for which a non-firm price is offered. Photocopies of this form may be prepared and used or additional copies, (if required) are obtainable from the relevant Department or Institution advertising this BID (not applicable for PANEL of BIDDERS).

9	Where items are specified in detail, the specifications form an integral part of the BID document (see the attached specification) and bidders shall indicate in the space provided whether the items offered are to specification or not (not applicable for PANEL of BIDDERS).
10	In respect of the paragraphs where the items offered are strictly to specification, bidders shall insert the words **"as specified"** (see the attached specification) (not applicable for PANEL of BIDDERS).
11	In cases where the items are not to specification, the deviations from the specifications shall be indicated (see the attached specification).
12	In instances where the bidder is not the manufacturer of the items offered, the bidder must as per SBD 3.1 or SBD 3.2 (PRICING SCHEDULE per item) submit a Letter of Supply from the relevant manufacturer or his supplier (not applicable for PANEL of BIDDERS).
13	The offered prices shall be given in the units shown in the attached specification, as well as in SBD 3.1 or SBD 3.2 (PRICING SCHEDULE per item) (not applicable for PANEL of BIDDERS).
14	With the exception of imported goods, where required, all prices shall be quoted in South African currency. Where bids are submitted for imported goods, foreign currency information must be supplied by completing the relevant portions of SBD 3.1 (PRICING SCHEDULE per item) and SBD 3.2 (PRICING SCHEDULE per item) (not applicable for PANEL of BIDDERS).
15	Unless otherwise indicated, the costs of packaging materials (if applicable) are for the account of the bidder and must be included in the bid price on the (PRICING SCHEDULE per item) (not applicable for PANEL of BIDDERS).
16	Delivery basis (not applicable for PANEL of BIDDERS): a) Supplies which are held in stock or are in transit or on order from South African manufacturers at the date of offer shall be offered on a basis of delivery into consignee's store or on his site within the free delivery area of the bidder's centre, or carriage paid consignee's station, if the goods are required elsewhere. b) Notwithstanding the provisions of paragraph 16(a), offered prices for supplies in respect of which installation / erection / assembly is a requirement, shall include ALL costs on a “delivered on site” basis, as specified on the (PRICING SCHEDULE per item).

17	Unless specifically provided for in the BID document, no bids transmitted by facsimile or email shall be considered.
18	Failure on the part of the bidder to sign any of the INVITATION TO BID forms and thus to acknowledge and accept the conditions in writing or to complete the attached INVITATION TO BID forms, Preference documents, questionnaires and specifications in all respects, may invalidate the bid.
19	Bids should preferably not be qualified by the bidder's own conditions of bid. Failure to comply with these requirements (i.e. full acceptance of the General Conditions of Contract or to renounce specifically the bidder's own conditions of bid, when called upon to do so, may invalidate the bid.
20	In case of samples being called for together with the bid, the successful bidder may be required to submit pre-production samples to the South African Bureau of Standards (SABS) or such testing authority as designated at the request of the relevant Department concerned. Unless the relevant Department decides otherwise, pre-production samples must be submitted within thirty (30) days of the date on which the successful bidder was requested to do so. Mass production may commence only after both the relevant Department and the successful bidder have been advised by the SABS that the pre-production samples have been approved.
21	Should the pre-production samples pass the inspections / tests at the first attempt, the costs associated with the inspections / tests will be for the account of the relevant Department. If the SABS or such testing authority as designated do not approve the pre-production samples, but requires corrections / improvements, the costs of the inspections / tests must be paid by the successful bidder and samples which are acceptable in all respects must then reach the SABS or such testing authority as designated within twenty-one (21) days of the date on which the findings of the SABS or such testing authority as designated were received by the successful bidder. Failure to deliver samples within the specified time and to the required standards may lead to the cancellation of the intended contract.
22	In case of samples being called for together with the bid, the samples must be submitted together with the bid before the closing time and date of the BID, unless specifically indicated otherwise. Failure to submit the requested sample(s)before the closing time and date of the BID may invalidate the bid.
23	In cases where large quantities of a product are called for, it may be necessary for the relevant item to be shared among two (2) or more suppliers.

24	In cases where the relevant Department or Institution advertising this BID may deem it necessary, a formal contract may be entered into with the successful bidder, in addition to a Letter of Acceptance and / or purchase order being issued.
25	If any of the conditions on the BID forms are in conflict with any special conditions, stipulations or provisions incorporated in the bid invitation, such special conditions, stipulations or provisions shall apply.
26	This BID is subject to the General Conditions of Contract and re-issues thereof. Copies of these conditions are obtainable from any office of the Gauteng Provincial Government (GPG).
27	Each bid must be submitted in a separate, sealed envelope on which the following must be clearly indicated: • NAME AND ADDRESS OF THE BIDDER; • THE BID (GT) NUMBER; AND • THE CLOSING DATE. The bid must be deposited or posted; • To the address as indicated on SBD1 and to reach the destination not later than the closing time and date; **OR** • deposited in the tender box as indicated on SBD1 before the closing time and date.
28	The Gauteng Provincial Government has become a member and as such a key sponsor of the Proudly South African Campaign. GPG therefore would like to procure local products of a high quality, produced through the practise of sound labour relations and in an environment where high environmental standards are maintained. In terms of the Proudly South African Campaign South African companies are encouraged to submit interesting and innovative achievements in the manufacturing field (if relevant to this BID) – including information on new products, export achievements, new partnerships and successes and milestones.
29	Compulsory GPG Contract: It is a mandatory requirement that successful bidder/s (to whom a tender is awarded) sign a GPG Contract upon award of any given contract.

GAUTENG PROVINCE
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PROVINCIAL SUPPLY CHAIN MANAGEMENT

POINT SYSTEM

BID NUMBER	GT/GDE/047/2026	**CLOSING DATE**	15/01/2027
VALIDITY OF BID	180 DAYS	**CLOSING TIME**	11H00

The goods / services are required by the Customer Department / Institution, as indicated on SBD 01.

This BID will be evaluated on the basis of the under noted point system, as stipulated in the Preferential Procurement Policy Framework Act (Act number 5 of 2000).

POINT SYSTEM

The applicable preference point system for this tender is the 90/10 preference point system.	✔
The applicable preference point system for this tender is the 80/20 preference point system.	
Either the 90/10 or 80/20 preference point system will be applicable in this tender	

TYPE OF CONTRACT (COMPLETED BY PROJECT MANAGER)

SERVICE BASED	**Y**	✔	**N**		**SERVICE BASED**	**Y**	✔	**N**		**VALUE BASED**	**Y**		**N**		
VALUE BASED	**Y**		**N**												
QUANTITY BASED	**Y**		**N**												
TERM BASED	**Y**	✔	**N**												

GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	PROVINCIAL SUPPLY CHAIN MANAGEMENT	
	BIDDER'S DISCLOSURE	Page: 1 of 3

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 interest 1 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

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.

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	BIDDER'S DISCLOSURE	Page: 2 of 3

2.2 Do you, or any person connected with the bidder, have a relationship 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 consortium 2 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.

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.

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	BIDDER'S DISCLOSURE	**Page: 3 of 3**

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

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

3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act 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 the Bidder**	

GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

PROVINCIAL SUPPLY CHAIN MANAGEMENT

EVALUATION METHODOLOGY PROCESS

EVALUATION METHODOLOGY

- Bidders must complete Compulsory Documents and attach it to their Bid Document failing which the tender shall not be considered for further evaluation.
- Points will be awarded in accordance with the Preferential Procurement Policy Framework Act (PPPFA)

STAGE 1

CRITERIA FOR FUNCTIONALITY	
CAPACITY TO DELIVER	30
OPERATIONAL ENVIRONMENT & LOGISTICS EXECUTION	20
HUMAN RESOURCE CAPACITY	25
COMPANY EXPERIENCE & TRACK RECORD	25
TOTAL FUNCTIONALITY POINTS = 100 POINTS	
MINIMUM THRESHOLD = 70 POINTS	
SITE VISIT EVALUATION	
TOTAL POINTS = 60	
MINIMUM THRESHOLD = 40	

NOTE: Bidders who fail to meet the above minimum requirements (Stage 1) shall be automatically eliminated and will not be considered for further evaluation.

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PROVINCIAL SUPPLY CHAIN MANAGEMENT

EVALUATION METHODOLOGY PROCESS

STAGE 2

CRITERIA FOR PRICE AND PREFERENCE POINTS (SPECIFIC GOALS)	POINTS
Bid Price	90
Preference Points (Specific Goals)	10
TOTAL	100

SPECIFIC GOALS SHALL BE ALLOCATED AS FOLLOWS:

	POINTS ALLOCATED
SPECIFIC GOALS	10
1.Enterprises that are owned by black people	3
2.Enterprises that are owned by women	4
3.Enterprises that are owned by youth	2
4.Enterprises that are owned by people with disability	1
5.	
6.	
7.	
8.	
9.	
10.	

***It is the responsibility of the bidder to complete the relevant form (SBD 6.1) and submit it with this BID to the relevant office to qualify for the preference points.**

BIDDERS JOB CREATION ANALYSIS

Company Name		**Date Established**	

	Permanent	**Temp**	**SA Citizens**	**Other**	**Comments**
Staff compliment at Establishment of Enterprise					
Current staff compliment					
Number of jobs to be created if Bid is successful					

The successful bidder may be audited during the course of the contract to verify the above information.

Comments to include:

- If Job Creation is direct (by your own company) or indirect (by your source of supply)
- Where the jobs created for employees that were in existing positions or unemployed? (Net Job Creation)

NOTE: Job Creation should adhere to all applicable RSA Legislation and Regulations.

THIS SECTION IS FOR OFFICE USE ONLY						
Observations	**Initial Job Count**	**Job Creation Potential**	**1st Quarter**	**2nd Quarter**	**3rd Quarter**	**4th Quarter**
Year 1						
Year 2						
Year 3						
Year 4						
Year 5						

GAUTENG PROVINCE
EDUCATION
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TERMS OF REFERENCE

Appointment of Service Provider(s) for the Supply and Delivery of Learner and Educator Furniture to Gauteng Department of Education (GDE) Institutions for a Fixed Period of Three (03) Years

Disclaimer

The GDE has produced this document in good faith. The GDE, its agents, and its employees and associates do not warrant its accuracy or completeness. The GDE makes no representation, warranty, assurance, guarantee, or endowments to any provider/bidder concerning the document, whether with regard to its accuracy, completeness or otherwise. The GDE shall have no liability towards the responding service provider(s) or any other party in connection therewith.

APPOINTMENT OF SERVICE PROVIDER (S) FOR SUPPLY AND DELIVERY OF LEARNER AND EDUCATOR FURNITURE IN THE GAUTENG DEPARTMENT OF EDUCATION INSTITUTIONS FOR A FIXED TERM PERIOD OF THREE (3) YEARS

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APPOINTMENT OF SERVICE PROVIDER (S) FOR SUPPLY AND DELIVERY OF LEARNER AND EDUCATOR FURNITURE IN THE GAUTENG DEPARTMENT OF EDUCATION INSTITUTIONS FOR A FIXED TERM PERIOD OF THREE (3) YEARS

1. BACKGROUND

In terms of the South African Schools Act No. 84 of 1996, the Gauteng Department of Education (GDE) is mandated to provide public schools with public infrastructure, including learner and educator furniture.

The GDE wishes to appoint competent, fully compliant South African manufacturers to supply and deliver top-quality classroom furniture on an "as-and-when-required" basis for a fixed multi-year period of three (3) years. Bidders must possess the baseline industrial manufacturing capacity, financial stability, logistical apparatus, and technical expertise required to execute orders seamlessly under strict delivery timelines.

2. LEGAL FRAMEWORK

Bidders must comply with the latest amendments of all applicable South African national and provincial legislation, including but not limited to:

2.1 Constitution of the Republic of South Africa Act No.108 of 1996, as amended
2.2 Public Finance Management Act No. 29 of 1999, as amended
2.3 Treasury Regulations for Departments 2005, as amended
2.4 Preferential Procurement Policy Framework Act N o.5 of 2000, as amended
2.5 Preferential Procurement Regulations of 2022
2.6 Public Service Act No. 103 of 1994, as amended
2.7 Employment of Educators Act No. 76 of 1998, as amended
2.8 Broad Based Black Economic Empowerment Act 53 of 2003, as amended
2.9 National Small Business Act No.102 of 1996, as amended
2.10 Co-operatives Management Act No. 14 of 2005, as amended
2.11 Skills Development Act No. 97 of 1998, as amended
2.12 National Economic Development and Labour Council Act No. 35 of 1994, as amended
2.13 National Education Policy Act No. 27 of 1996, as amended
2.14 South African Schools Act, No. 84 of 1996, as amended
2.15 Gauteng Schools Education Act, No. 6 of 1995, as amended
2.16 Gauteng Township Economic Development Act, 2022, as amended
2.17 Promotion of Administrative Justice Act No. 3 of 2000, as amended
2.18 Promotion of Access to Information Act No. 2 of 2000, as amended
2.19 Protection of Personal Information Act No. 4 of 2013, as amended

2.20 Disaster Management Act No. 57 of 2002, as amended

2.21 Whitepaper Paper Government Gazette, NO 16085 on Reconstruction Development Programme Goals (Dated 23 November 1994), as amended

2.22 All SCM Circulars, instruction notes, and practice notes issued by National Treasury, as amended

2.23 National Treasury General Procurement Guidelines, 2009, as amended

2.24 Policy to guide uniformity in Procurement Reform Processes in Government, 2003, as amended

2.25 Occupational Health and Safety Amendment Act No. 181 of 1993, as amended

2.26 Standards Act No. 8 of 2008, as amended.

2.27 National Regulator for Compulsory Specifications Act No. 5 of 2008, as amended

2.28 Legal Metrology Act No. 9 of 2014, as amended.

2.29 Companies Act No. 71 of 2008, as amended

3. PROJECT BRIEF

In support of the curriculum, teaching and learning in the classrooms, GDE must procure and provide learner and educator furniture to all public schools in Gauteng.

Service provider(s) will be required to supply and deliver learner and educator furniture which must be SABS Compliance: **South African Bureau of Standards (SABS)** requirements, and **SANS 660:2020 edition 4, SANS 1528-1:2013, SANS 1528-2:2013 and SANS 1528-3: 2013** (**refer to the attached Annexure A),** for quality, which should be guaranteed by the supplier, as well as to deliver in line with the delivery schedule that will be provided for GDE warehouse and for new schools.

4. SCOPE OF WORK

4.1 The appointed service provider(s) will be expected to supply and deliver learner and educator furniture to GDE for a period of three (3) years. All furniture manufactured, supplied, and delivered under this contract must strictly adhere to the standards set by the **South African Bureau of Standards (SABS)**. Specifically, items 1 to 12 must comply fully with **SANS 660:2020 (Edition 4)**, and items 13 to 23 must comply with the relevant **SANS 1528:2013 series 1 to 3** parts. The appointed service provider(s) will be required to supply and deliver the items (as per Table 1 below) as and when required:

Table 1: List of Learner and Educator Furniture Items & Technical Specifications

To ensure comprehensive provisioning and operational readiness across all educational facilities, the scope of procurement extends to and encompasses any other school, classroom, or administrative furniture and equipment that may be required and procured by the department during the contract period.

NO	Item Description	Specification	Refer to the image in SANS 660:2020
1	**Lower Primary Chair - Polypropylene**	• Seat: injection moulded virgin polypropylene copolymer (colour: - blue). • Stackable steel frame: Ø19.05mm tubing (SANS 657-4) with baked grey epoxy/ polyester powder coating (SANS 1274) finish. • Durable ferrules fitted to all leg ends • Fit seat to steel frame with approved screws • Chair must comply with SANS 660:2020 (edition 4) • Quality verification: SANS 660:2020	**(FIG B.2)**
2	**Higher Primary Chair - Polypropylene**	• Seat: injection moulded virgin polypropylene copolymer (colour: - red). • Stackable steel frame: Ø19.05mm tubing (SANS 657-4) with baked grey epoxy/ polyester powder coating (SANS 1274) finish. • Durable ferrules fitted to all leg ends • Fit seat to steel frame with approved screws • Chair must comply with SANS 660:2020 (edition 4)3 • Quality verification: SANS 660:2020	**(FIG B.3)**
3	**Secondary Chair - Polypropylene**	• Seat: injection moulded virgin polypropylene copolymer (colour: - orange). • Stackable steel frame: Ø19.05mm tubing (SANS 657-4) with baked grey epoxy/ polyester powder coating (SANS 1274) finish. • Durable ferrules fitted to all leg ends • Fit seat to steel frame with approved screws • Chair must comply with SANS 660:2020 (edition 4) • Quality verification: SANS 660:2020	**(FIG B.4)**

APPOINTMENT OF SERVICE PROVIDER (S) FOR SUPPLY AND DELIVERY OF LEARNER AND EDUCATOR FURNITURE IN THE GAUTENG DEPARTMENT OF EDUCATION INSTITUTIONS FOR A FIXED TERM PERIOD OF THREE (3) YEARS

NO	Item Description	Specification	Refer to the image in SANS 660:2020
4	**Lower Primary Double Table – Saligna**	• Table top – 21mm solid saligna hardwood (eucalyptus grandis) – (SANS 1460) Timber to comply with forestry stewardship council certification. • Ø25mm tubing (SANS 657-4) stackable steel frame with baked grey epoxy/ polyester powder coating (SANS 1274) finish. • Durable plugs fitted on all open ends • Pencil groove 16 x 3mm • Fit top to steel frame with tamperproof screws • All wooden components to be coated with synthetic resin lacquer • Table must comply with SANS 660:2020 (edition 4) • Quality verification: SANS 660:2020	**(FIG B,10)**
5	**Higher Primary Double Combination Desk - Saligna**	• Top, front slat, back slat and seat manufactured from 21mm solid saligna hardwood (eucalyptus grantis) – (SANS 1460) Timber to comply with forestry stewardship council certification. • Main steel frame Ø31.75 tubing (SANS 657-4) • Seat support rail Ø15.88 tubing (SANS 657-4) • Stay rail Ø15.88 tubing (SANS 657-4) complete steel frame baked grey epoxy/ polyester powder coating (SANS 1274) finish. • Durable plugs fitted on all open ends • Pencil groove 16 x 3mm • Fit timber components to steel frame with m8 bolts and suitable lock nuts • All wooden components to be coated with synthetic resin lacquer • Table must comply with SANS 660:2020 (Edition 4) • Quality verification SANS 660:2020	**(FIG B.11)**
6	**Secondary *Single Table* - Saligna**	• Table top – 21mm solid saligna hardwood (eucalyptus grandis) – (SANS 1460) Timber to comply with forestry stewardship council certification. • Ø25mm tubing (SANS 657-4) stackable steel frame with baked grey epoxy/ polyester powder coating (SANS 1274) finish. • Durable plugs fitted on all open ends • Pencil groove 16 x 3mm • Fit top to steel frame with tamperproof screws • All wooden components to be coated with synthetic resin lacquer	**(FIG B.13)**

APPOINTMENT OF SERVICE PROVIDER (S) FOR SUPPLY AND DELIVERY OF LEARNER AND EDUCATOR FURNITURE IN THE GAUTENG DEPARTMENT OF EDUCATION INSTITUTIONS FOR A FIXED TERM PERIOD OF THREE (3) YEARS

NO	Item Description	Specification	Refer to the image in SANS 660:2020
		• Table must comply with SANS 660:2020 (edition 4) • Quality verification: SANS 660:2020	
7	**Lower Primary Double Combination Desk Saligna**	• Table top – 21mm solid saligna hardwood (eucalyptus grandis) – (SANS 1460) Timber to comply with forestry stewardship council certification. • Ø25mm tubing (SANS 657-4) stackable steel frame with baked grey epoxy/ polyester powder coating (SANS 1274) finish. • Durable plugs fitted on all open ends • Pencil groove 16 x 3mm • Fit top to steel frame with tamperproof screws • All wooden components to be coated with synthetic resin lacquer • Table must comply with SANS 660:2020 (edition 4) • Quality verification: SANS 660:2020	**(FIG B.15)**
8	**Higher Primary Double Combination Desk - Saligna**	• Top, front slat, back slat and seat manufactured from 21mm solid saligna hardwood (eucalyptus grantis) – (SANS 1460) Timber to comply with forestry stewardship council certification. • Main steel frame Ø31.75 tubing (SANS 657-4) • Seat support rail Ø15.88 tubing (SANS 657-4) • Stay rail Ø15.88 tubing (SANS 657-4) complete steel frame baked grey epoxy/ polyester powder coating (SANS 1274) finish. • Durable plugs fitted on all open ends • Pencil groove 16 x 3mm • Fit timber components to steel frame with m8 bolts and suitable lock nuts • All wooden components to be coated with synthetic resin lacquer • Table must comply with SANS 660:2020 (Edition 4) • Quality verification SANS 660:2020	**(FIG B.16)**
9	**Secondary Double Combination Desk - Saligna**	• Top, front slat, back slat and seat manufactured from 21mm solid saligna hardwood (eucalyptus grantis) – (SANS 1460) Timber to comply with forestry stewardship council certification. • Main steel frame Ø31.75 tubing (SANS 657-4) • Seat support rail Ø15.88 tubing (SANS 657-4) • Stay rail Ø15.88 tubing (SANS 657-4) complete steel frame baked grey epoxy/ polyester powder coating (SANS 1274) finish.	**FIG B.17)**

APPOINTMENT OF SERVICE PROVIDER (S) FOR SUPPLY AND DELIVERY OF LEARNER AND EDUCATOR FURNITURE IN THE GAUTENG DEPARTMENT OF EDUCATION INSTITUTIONS FOR A FIXED TERM PERIOD OF THREE (3) YEARS

NO	Item Description	Specification	Refer to the image in SANS 660:2020
		• Durable plugs fitted on all open ends • Pencil groove 16 x 3mm • Fit timber components to steel frame with m8 bolts and suitable lock nuts • All wooden components to be coated with synthetic resin lacquer • Table must comply with SANS 660:2020 (Edition 4) • Quality verification SANS 660:2020	
10	**Secondary Single Combination Desk - Saligna**	• Top, front slat, back slat and seat manufactured from 21mm solid saligna hardwood (eucalyptus grantis) – (SANS 1460) Timber to comply with forestry stewardship council certification. • Main steel frame Ø31.75 tubing (SANS 657-4) • Seat support rail Ø15.88 tubing (SANS 657-4) • Stay rail Ø15.88 tubing (SANS 657-4) complete steel frame baked grey epoxy/ polyester powder coating (SANS 1274) finish. • Durable plugs fitted on all open ends • Pencil groove 16 x 3mm • Fit timber components to steel frame with m8 bolts and suitable lock nuts • All wooden components to be coated with synthetic resin lacquer • Table must comply with SANS 660:2020 (Edition 4) • Quality verification SANS 660:2020	**(FIG B.18)**
11	**Laboratory Stool – 690mm High**	• Seat Ø300 injection moulded polypropylene copolymer. • Ø25mm tubing (SANS 657-4) frame with baked grey epoxy/ polyester powder coating (SANS 1274) finish. • Foot rail Ø10mm mild steel rod • Durable plugs fitted on all leg ends • Seat to be secured to steel frame with 4.8 x 12mm standard flange pop rivets • Stool must comply with SANS 660:2020 (edition 4) • Quality verification: SANS 660:2020	**(FIG B.24)**
12	**Laboratory Stool – 460mm High**	• Seat Ø300 injection moulded polypropylene copolymer. • Ø25mm tubing (SANS 657-4) frame with baked grey epoxy/ polyester powder coating (SANS 1274) finish. • Foot rail Ø10mm mild steel rod • Durable plugs fitted on all leg ends	**(FIG B.23)**

APPOINTMENT OF SERVICE PROVIDER (S) FOR SUPPLY AND DELIVERY OF LEARNER AND EDUCATOR FURNITURE IN THE GAUTENG DEPARTMENT OF EDUCATION INSTITUTIONS FOR A FIXED TERM PERIOD OF THREE (3) YEARS

NO	Item Description	Specification	Refer to the image in SANS 660:2020
		• Seat to be secured to steel frame with 4.8 x 12mm standard flange pop rivets • Stool must comply with SANS 660:2020 (edition 4) • Quality verification: SANS 660:2020	
13	**Upholstered Teacher's Chair without arms**	• Seat and back approved foam (SANS 640) (seat minimum 23kg/m3; back minimum 16kg/m3) and upholstery (SANS 1324) – (100% polypropylene – contract quality) foam to be glued onto 16mm particle board (SANS 50312) • Stackable steel frame assembly: 22mm square tubing (SANS 657-4) with baked brown epoxy/ polyester powder coating (SANS 1274) finish. • Durable plugs fitted to all open steel ends • Seat fitted to steel frame with approved screws • Back fitted with bolts and T-nuts to steel frame • Chair to comply with SANS 1528-1:2013 • Quality verification SANS 1528-1:2013	**(FIG C.1)**
14	**Low Back Swivel and Tilt Chair**	• Seat and back approved foam (SANS 640) [seat (50mm thick) minimum 23kg/m3; back (40mm thick) minimum 16kg/m3] and upholstery (SANS 1324) – (100% polypropylene – contract quality) foam to be glued onto +/- 11mm ergonomically shaped plywood (SANS 929) seat and back. • Steel frame: Ø25.4mm tubing (SANS 657-4) with baked brown epoxy/ polyester powder coating (SANS 1274) finish. • Durable plugs fitted to all open steel ends • Approved arm rests to be fitted to steel frame • Seat fitted with bolts and T-nuts to steel frame • Back fitted with bolts and T-nuts to steel frame • Swivel and tilt mechanism • Gas height adjustable spindle • Five (5) star reinforce nylon base with durable castors (SANS 1292) • Chair to comply with SANS 1528-1:2013 • Quality verification SANS 1528-1:2013	**(FIG C.7)**

APPOINTMENT OF SERVICE PROVIDER (S) FOR SUPPLY AND DELIVERY OF LEARNER AND EDUCATOR FURNITURE IN THE GAUTENG DEPARTMENT OF EDUCATION INSTITUTIONS FOR A FIXED TERM PERIOD OF THREE (3) YEARS

NO	Item Description	Specification	Refer to the image in SANS 660:2020
15	**High Back Swivel and Tilt Chair**	• Seat and back approved foam (SANS 640) [seat (50mm thick) minimum 23kg/m3; back (40mm thick) minimum 16kg/m3] and upholstery (SANS 1324) – (100% polypropylene – contract quality) foam to be glued onto +/- 11mm ergonomically shaped plywood (SANS 929) seat and back. • Steel frame: Ø25.4mm tubing (SANS 657-4) with baked brown epoxy/ polyester powder coating (SANS 1274) finish. • Durable plugs fitted to all open steel ends • Approved arm rests to be fitted to steel frame • Seat fitted with bolts and T-nuts to steel frame • Back fitted with bolts and T-nuts to steel frame • Swivel and tilt mechanism • Gas height adjustable spindle • Five (5) star reinforce nylon base with durable castors (SANS 129 • Chair to comply with SANS 1528-1:2013 • Quality verification SANS 1528-1:2013	**(FIG C.8)**
16	**Staffroom Table - Saligna**	• Tabletop – 21mm solid saligna hardwood (eucalyptus grandis) – (SANS 1460) Timber to comply with forestry stewardship council certification • Steel frame assembly: 25.4mm square tubing (SANS 657-4) with baked brown epoxy/ polyester powder coating (SANS 1274) finish. • Durable plugs fitted to leg ends • All wooden components to be coated with synthetic resin lacquer • Fit top to steel frame with tamperproof screws • Table must comply with SANS 1528-2:2013 • Quality verification SANS 1528-2:2013	**(FIG B.1)**
17	**Teacher's Desk with Two (2) Drawers Lockable 750mm High - Saligna**	• Table top – 21mm solid saligna hardwood (eucalyptus grandis) – (SANS 1460) Timber to comply with forestry stewardship council certification. • Modesty panel and drawer box carcass manufactured from matching 16mm substrate veneer board (SANS 929). All edges sealed with matching veneer. • 5.4mm square tubing (SANS 657-4) frame with baked brown epoxy/ polyester powder coating (SANS 1274) finish. • Durable plugs fitted to leg stands	**(FIG B.3)**

APPOINTMENT OF SERVICE PROVIDER (S) FOR SUPPLY AND DELIVERY OF LEARNER AND EDUCATOR FURNITURE IN THE GAUTENG DEPARTMENT OF EDUCATION INSTITUTIONS FOR A FIXED TERM PERIOD OF THREE (3) YEARS

NO	Item Description	Specification	Refer to the image in SANS 660:2020
		• 21mm solid saligna hardwood (SANS 1460) drawer fronts. Top drawer lockable with approved lock • Approved handle and drawer slides • Knock down “prisma” fitting • Modesty panel to be secured to steel frame with 4.8 x 27mm large flange pop rivets • All wooden components to be coated with synthetic resin lacquer • Fit top to steel frame with approved screws • Desk must comply with SANS 1528-2:2013 • Quality verification SANS 1528-2:2013	
18	**Desk with Three (3) Drawers Right Hand Side 750mm High – Natural Oak Melamine**	• Top and legs: melamine faced (natural oak) 32mm substrate particle board (SANS 929) • Drawer box with 3 drawers: top drawer lockable with pencil tray approved lock, metal drawer runners and matching handles. • Approved height adjustable feet • Modesty panel: double sided melamine faced (natural oak) 16mm particle board (SANS 929). • All edges sealed with matching PVC edging. Top edges edging at least 2mm thick • Desk must comply with SANS 1528-2:2013 • Quality verification SANS 1528-2:2013	**(FIG B.10)**
19	**Coat and Hat Steel Stand**	• Ø32mm tubing (SANS 657-4) with baked brown epoxy/ polyester powder coating (SANS 1274) finish • Ø25mm tubing (SANS 657-4) with baked brown epoxy/ polyester powder coating (SANS 1274) finish • Approved steel coat/ hat hooks (Ø12mm rod) welded to steel frame • Durable plugs fitted to all open ends • Quality verification SANS 1528-2:2013	**(FIG B.8)**
20	**Correspondence Rack - Saligna**	• Back, sides and divisions manufacture from 21mm solid saligna hardwood (eucalyptus grandis) – (SANS 1460) Timber to comply with forestry Stewardship Council Certification. • 6.4mm hardboard (SANS 540-1) bottom. • All wooden components to be coated with synthetic resin lacquer. • Correspondence rack must comply with SANS 1528-3:2013 • Quality verification SANS 1528-3: 2013	**(FIG C.2)**

APPOINTMENT OF SERVICE PROVIDER (S) FOR SUPPLY AND DELIVERY OF LEARNER AND EDUCATOR FURNITURE IN THE GAUTENG DEPARTMENT OF EDUCATION INSTITUTIONS FOR A FIXED TERM PERIOD OF THREE (3) YEARS

NO	Item Description	Specification	Refer to the image in SANS 660:2020
21	**Pigeonhole - Okoume Veneer**	• Carcass (Top, sides, divisions, bottom and kickplate) manufactured from 16mm substrate veneer board (SANS 929). All edges sealed with matching veneer. • Back 3.2mm hardboard (SANS 540-1). • Shelves 6.4mm hardboard (SANS 540-1). • Fit glide with nail. • All wooden components to be coated with synthetic resin lacquer. • Pigeonhole must comply with SANS 1528-3:2013 • Quality verification SANS 1528-3:2013	**(FIG C.3)**
22	**Glazed Door Bookcase**	• Carcass (Top, bottom, sides, doors and fixed shelves) manufactured from 16mm substrate veneer board (SANS 929) all edges sealed with matching veneer. • Back 3.2mm hardboard (SANS 540 -1). • Fit glide with nail. • Durable lock and handle fitted. • Fit 3mm clear float glass to door frames • Durable adjustable concealed hinge and base plate. • All wooden components to be coated with synthetic resin lacquer. • Bookcase must comply with SANS 1528-3:2013 • Quality verification SANS 1528-3:2013	**(FIG C.4)**
23	**Filling Cabinet - Steel**	• Central locking device – cylinder type. • Acceptable cradles for suspension of pocket- type folders. • Sheet metal construction with baked ivory/ karoo epoxy/ polyester powder Coating (SANS 1274) finish. • Durable handles fitted. • Full extension metal drawer runners. Each pair of drawer runners must have a carrying capacity of 50kg/ pair. • Cabinet to comply with SANS 1528-3:2013 • Quality verification SANS 1528-3:2013	**(FIG C.5)**

4.2 Supply and delivery of learner and educator furniture

a. Bidders must provide a unit price per item, as per the attached **Annexure B: Pricing Schedule**. To ensure complete transparency and eliminate hidden costs, this TOR establishes a strict Pricing Schedule, and the Evaluation Methodology.
b. The quantities are not fixed and are dependent on the GDE needs and/or budget availability.
c. The furniture quality must be in line with the approved SANS 660:2020 ed.4, SANS 1528-1:2013, SANS 1528-2:2013 and SANS 1528-3:2013 standards, and any other amendments thereof.
d. This project requires dedicated project management oversight until completion.
e. The furniture will be ordered from the appointed service providers as and when required.
f. The furniture delivery lead times must be as per the purchases order requirements and must not exceed two (2) weeks from the date of receipt of the purchase order.
g. Suppliers warranty of the assembled learner and educator furniture must be clearly stipulated for the covered period; this must not be less than 12 months from date of delivery and must cover the following in the warranty period
    i. the warranty must not be less than 12 months from the date of delivery.
    ii. the warranty must cover workmanship, faults arising from assembly, welding, or manufacturing
    iii. structural failure of materials (steel frames, wood, plastic components).
    iv. components: moving parts, including fasteners, casters, and glides.
h. Guidance on maintenance, upkeeping and servicing (if applicable) of the asset or furniture must be provided shared with the Department, training manuals be made available for the Department, institutions and its employees. This includes product specifications for upholstery cleaning, wood maintenance, etc.
i. Furniture assembly and installation on-site shall be executed in accordance with the negotiated scope of work, timelines, and warranties. The purchase order value for the procured items is fully inclusive of all delivery, assembly, and installation costs. No separate payment terms, additional fees, or hidden charges shall apply to on-site installation services.

j. Bidders must have a proactive strategy to address potential risks, ensuring a swift and effective response to minimize negative impacts on the project's objectives, timeline, or budget. The scope of a contingency plan should include a specific, possible but uncertain future event and the potential impact it could have on the project. The service provider(s) should have plans in place to address the following potential risks:

   i. Proactive strategy - meaning the plan is developed before the disruption occurs
   ii. Risk mitigation - provides a roadmap for responding to risks that have not been entirely prevented and ensures the project can continue with minimal interruption.
   iii. Project continuity - the goal is to ensure the project remains on track despite unexpected challenges, helping to maintain project objectives, timeline, and budget.
   iv. Detailed actions plan - the plan includes specific, actionable steps that teams can follow when a risk becomes a reality.
      - Load shedding
      - Community Riots
      - Manufacturing equipment disruption
      - Natural disasters

k. Submit a **Project plan** illustrating how supply and delivery of learner and educator furniture will be carried out according to the SABS SANS 660:2020 ed.4 the following areas must be covered:

i. Preparation and Quality Assurance (Pre-Delivery)

a) Compliance Verification: Before dispatch, all furniture must comply with SANS 660:2020 ed.4 and SANS 1528:2013 requirements for materials and construction (e.g., proper welding, solid timber construction, or suitable thermoplastics).
b) Size Standardization: Furniture is selected based on the specific age-appropriate height categories stipulated in SANS 660:2020 ed.4 and SANS 1528:2013 series parts.
c) Packaging: Items are securely packaged to withstand transportation. Metal parts are protected to prevent rust, and surfaces are shielded from scratches or damage during transit.
d) Documentation: All products are checked against delivery notes, which specify the exact quantity of learner desks/chairs and educator furniture (e.g., teacher desk and chair) destined for a particular school.

ii. Transportation and Logistics

a) Delivery times: Furniture is transported to schools within the stipulated time (e.g., two (2) weeks after the order).
b) Protection in Transit: Suppliers are responsible for ensuring the furniture is not damaged during transit. Specialized transportation is used to prevent items from shifting, which can damage the structural integrity of chairs and desks.
c) Security: To avoid pilferage, cartons are often sealed with branded tape, and barcodes (if used) are placed on outer cartons, not just the product.

iii. Delivery and On-Site Installation

a) Offloading and Inspection: Upon arrival at the school, the delivery team, in conjunction with GDE officials, inspects the furniture for compliance with SANS 660, ensuring no structural defects, such as broken welds or split materials.
b) Positioning: The furniture is delivered directly into the classrooms or designated storage areas as per the contract agreement.
c) Assembly (If Necessary): If items are delivered as "knock-down" (flat-packed) to save space, the service provider must assemble them on-site to ensure they meet the final performance specifications.
d) Immediate Reporting: Any damaged or non-compliant items are documented immediately, and the principal/school representative reports these to the GDE Warehouse for return and Turnaround time to address the damages and/or defects.

4.3 Furniture Manufacturing Workshop (FMW) Requirements

a) Provide proof of ownership for the FMW in the form of a copy of a title deed (other deeds document), proof of financing or Lease Agreement. In an instance whereby the director of the company is the owner of the property, the company registration documents are required.

4.4 General Requirements

Bidders must ensure compliance to and adherence with the following:

a) The delivery and installation must commence at least two (2) weeks after the purchase order is issued or as per the requirements of the purchase requisitions.
b) A detailed project plan must be attached to the proposed methodology.
c) All goods supplied must adhere to SABS standards (SAN 660:2020 ed.4 and SANS 1528 series [SANS 1528-1: 2013 (ed.1.2) Part 1 : seating], [SANS 1528-2: 2013 (ed.1.3) Part 2 : desk, tables, and computer stand] and [SANS 1528-3: 2013 (ed.1.3) Part 3 : storage units]
d) All goods supplied must carry a minimum of 12 months' warrantee. This must be reflected in the abovementioned Service Level Agreement (SLA).

4.5 Delivery requirements and Domicile Address

a) The deliveries must be done at the GDE Warehouse, 649 Rood Street, Hermanstad, Pretoria, or as it may be determined by the department.
b) In instances of new schools, then deliveries must be made directly to the schools.
c) The bidders will ensure that all deliveries of furniture are adequately protected during loading, transit and off-loading.
d) Bidders must ensure that, they have adequate offloading capacity available at either the GDE Warehouse or the designated school.

4.6 Service Provider(s) must comply with following requirements:

a. Transportation for Delivery purposes

i. Vehicle Capacity & Ratings: The Service Provider must have three (3) trucks with a minimum Tare(T)(kg) of a minimum 8,000 kg (8 metric tons). The trucks must have a registered Gross Vehicle Mass (GVM), of a maximum 16,000 kg (16 tons) and must not exceed local legal road limits.

ii. Weight Verification Documentation: To verify compliance with Tare weight and GVM requirements, the Service Provider must provide the following documentation upon request or during vehicle inspection: Official Vehicle Registration Certificate (RC1) (eNaTIS) explicitly stating the vehicle's registered Tare(T)(Kg). A valid Vehicle Licence Disc displaying matching weight configurations.

iii. The validity of each truck's ownership must be proven by a vehicle license in the name of the bidder or a company director. If the trucks are leased or owned by a company director, the bidder must provide a signed lease agreement or letter of intent to lease signed by the lessor and lessee.

iv. Minimum of three (3) drivers who each hold a valid South African Driver's License Code C1 (formerly Code 10) or a higher license category, together with each driver's valid Professional Driving Permit (PrDP).

4.7 Machinery and Equipment

Bidders must provide proof of ownership, (e.g., asset register, Inventory list, invoice or pictures with asset reference number) or a valid lease agreement for at least one of each in the categories of the following machinery:

i. **Panel Processing**: for e.g., Nesting Machine (CNC), Panel Saw / Sliding table saw, Edge Banding Machine, Drilling Machine (Hinge / Multi-Boring).

ii. **Solid Wood & Structure (Chairs / Frames)**: for e.g., Thickness Planner, Table Saw / Miter Saw, Band Saw, Router / Shaper.

iii. **Finishing & Support:** for e.g., Sander (Belt/Orbital), Dust Collection System, Air Compressor.

iv. **Metal Working Machinery:** for e.g., Metal Cutting Saw / Band Saw, Tube Bender, Welding Machine (MIG/ TIG).

4.8 Human Resources

The service provider must submit the curriculum vitae (CVs) and qualifications for all proposed personnel (i to iv), along with copies of a valid driver's licence for the personnel specified in item (v).

i. One (1) Project Manager with a minimum NQF level 5 qualification in Project Management. A minimum of three (3) year experience in project management is required.
ii. One (1) Administrator with a minimum NQF level 4 qualification.
iii. Four (4) Capenter/s with Trade Test Certificates.
iv. Four (4) Welder/s with Trade Test Certificates.
v. Copies of valid South African Code C1 (or higher) driver's licenses alongside valid Professional Driving Permits (PrDP) for Goods (category G) for at least three (3) designated drivers.

4.9 Company Experience

i. The service provider(s) must demonstrate their past operating experience by providing a minimum of five (5) signed reference letters (on client's letterhead) for completed projects within the supply and delivery of furniture, detailing the nature of the projects.

4.10 Selection of Regions

i. Bidders must select their preferred region(s) by placing a tick (√) in the space provided next to the region(s) in table 2 below. Bidders will be appointed per region(s) where applicable as indicated in table 2.

Table 2:

Regions	District	Bidders must select their preferred region/s in the space below
Ekurhuleni Region	Ekurhuleni North	
	Ekurhuleni South	
	Gauteng East	
Johannesburg Region	Johannesburg Central	
	Johannesburg East	
	Johannesburg North	
	Johannesburg South	
	Johannesburg West	
Sedibeng Region	Sedibeng East	
	Sedibeng West	
	West Rand	
Tshwane Region	Tshwane North	
	Tshwane South	
	Tshwane West	
	Gauteng North	

NB: Bidders will be appointed according to their selected preferred region(s).

4.11 Technical Compliance & SANS 660:2020 Verification Methodology

Bidders must comply with SANS 660:2020 (Edition 4) and any other applicable standards e.g., SANS 1528 series,[SANS 1528-1: 2013 (ed.1.2) Part 1 : seating], [SANS 1528-2: 2013 (ed.1.3) Part 2 : desk, tables, and computer stand] and [SANS 1528-3: 2013 (ed.1.3) Part 3 : storage units].

5. EVALUATION

The evaluation of the bids will be conducted in terms of the Preferential Procurement Regulations, 2022 issued in terms of Section 5 of the Preferential Procurement Policy Framework Act (PPPFA) No. 5 of 2000.

Stage One will be the evaluation of bids on Administration Compliance, Functionality and Site Visits. During these stages of evaluation, the bidder(s) that do not meet the prescribed criteria or minimum threshold will be disqualified and will not be considered for further evaluation.

Stage two of the evaluation will be based on Price and Preferential Point System, as per the Preferential Procurement Regulation, 2022. In terms of Regulation 5, the 90/10 Preference Point System will be applied.

Price = 90 points.
Specific Goals = 10 points.

5.1 STAGE 1(A): ADMINISTRATIVE COMPLIANCE

5.1.1 An administrative evaluation will be carried out on all the bids received and if the mandatory documentation mentioned below is not completed, submitted, signed (where applicable) and attached, such a bid will be eliminated from any further evaluation.

NB!! If the information required to be filled in is not applicable, bidders must indicate as such and not leave BLANK SPACES.

Mandatory Documents: (eliminating criteria)

a) Submission of a duly completed and signed bid (where applicable) on the original tender document (**Section 1 of the bidding documents**) with all the pages included. Failure to duly complete, sign and submit any one of the pages will result in the bidder being disqualified.
b) Submission of a duly completed and signed bid (where applicable) on the original tender document (**Section 2 of the bidding documents**), which includes the Pricing Schedule.

Bidder must ensure that all the pages are included. Failure to duly complete, sign and submit any of the pages will render the bids non-responsive and will result in the bidder being disqualified.

c) In the case of a Joint Venture, Consortium or Partnership, a teaming agreement signed and dated by all parties is required.

d) Ownership for the Furniture Manufacturing Workshop (FMW), lease agreement and/or financing agreement.

i. If the Bidder is the **owner of the FMW** - submit a copy of the Title Deed (or other deeds document) or proof of financing in the name of the bidding company or in the name of the bidder's director(s).

or

ii. If the Bidder is **not the owner of the FMW** - submit a copy of the Lease Agreement signed by both parties and/or proof of financing.

NB!! If the information required to be completed in a tender document is not applicable, bidders must indicate as such (N/A) and not leave BLANK SPACES.

Other Requirements: (non-eliminating criteria)

a) SARS Tax Compliance Status (TCS) pin.

b) Recent/ latest proof of Central Supplier Database (CSD) registration.

5.2 STAGE 1(B): FUNCTIONALITY EVALUATION

5.2.1 A Bidder that scores less than **70 points** out of **100 points** in respect of the functionality evaluation will be regarded as submitting a non-responsive proposal and will be disqualified.

5.2.2 Functionality evaluation will be based on the following criteria:

NO.	CRITERIA	POINTS
1.	**Capacity to Deliver (Product Quality & Technical Compliance)**	**30**
	The service provider must clearly demonstrate its capacity to deliver: Submit a **Project Plan** illustrating how supply and delivery of learner and educator furniture will be carried out according to the SABS/SANS 660:2020 (ed.4), SANS 1528-1:2013, SANS 1528-2:2013 and SANS 1528-3: 2013. The following areas must be covered: **1.1 Pre-Delivery Quality Assurance Compliance (10 Points)** Size Standardization: Process for selecting and sorting furniture according to age-appropriate height categories stipulated in SANS 660:2020 (ed.4). i. Compliance Verification: Detailed protocol for verifying raw materials (solid timber, steel gauges, thermoplastics) before production. (3 points) ii. Size Standardization: Process for selecting and sorting furniture according to age-appropriate height categories. (3 points) iii. Product Packaging & Shielding: Methodology for packaging items to withstand transit, including rust-prevention for metal parts and scratch-shielding for wood. (2 points) iv. Quality Documentation: Pre-dispatch verification processes matching products against delivery notes. (2 points) **1.2 Manufacturing Machinery & Equipment Infrastructure (10 Points)** Bidders must provide proof of ownership (e.g., asset register, inventory list, purchase invoice, or pictures with asset reference numbers) or a valid lease agreement for at least one piece of machinery in each of the following manufacturing categories **(as per paragraph 4.7):** i. Panel Processing: (e.g., Nesting Machine (CNC), Panel Saw/Sliding table saw, Edge Banding Machine, Multi-Boring Drilling Machine). (3 points)	

APPOINTMENT OF SERVICE PROVIDER (S) FOR SUPPLY AND DELIVERY OF LEARNER AND EDUCATOR FURNITURE IN THE GAUTENG DEPARTMENT OF EDUCATION INSTITUTIONS FOR A FIXED TERM PERIOD OF THREE (3) YEARS

NO.	CRITERIA	POINTS
	ii. Solid Wood & Structure: (e.g., Thickness Planer, Table Saw/Miter Saw, Band Saw, Router/Shaper). (3 points) iii. Metal Working Machinery: (e.g., Metal Cutting Saw, Tube Bender, MIG/TIG Welding Machine). (2 points) iv. Finishing & Support: (e.g., Belt/Orbital Sander, Dust Collection System, Air Compressor). (2 points) **1.3 Delivery capacity (10 points)** **Provide proof of ownership, a lease agreement, or a letter of intent, along with roadworthy compliance certificate not older than six (6) months for three (3) trucks. Each truck must have a minimum Tare(T)(kg) weight of 8,000 kg (8 metric tons), a maximum Gross Vehicle Mass (GVM) of 16,000 kg (16 metric tons).** **The lease agreement and the letter of intent must be signed by both parties**. i. Three (3) trucks with Tare ≥ 8,000 kg and GVM ≤ 16,000 kg. (10 points) ii. Less than 3 trucks with Tare ≥ 8,000 kg and GVM ≤ 16,000 kg. (0 points) **NB: if the bidder fails to submit any of the above-mentioned information, zero points will be allocated for the particular area.**	
2.	**Operational Environment & Logistics Execution**	**20**
	2.1 Transportation, Logistics & On-Site Installation (10 Points) Submit a detailed rollout plan outlining the delivery ecosystem from dispatch to the final classroom setup. i. Transit Logistics & Timelines: Logistics plan to transport furniture safely to destinations within the required 4-week lead time. (3 points)	

APPOINTMENT OF SERVICE PROVIDER (S) FOR SUPPLY AND DELIVERY OF LEARNER AND EDUCATOR FURNITURE IN THE GAUTENG DEPARTMENT OF EDUCATION INSTITUTIONS FOR A FIXED TERM PERIOD OF THREE (3) YEARS

NO.	CRITERIA	POINTS
	ii. Protection & Security in Transit: Security protocols to avoid pilferage (e.g., branded tape, barcodes) and transport stabilization methods to prevent structural shifting. (3 points) iii. Offloading, Classroom Positioning & Assembly: Mechanism for offloading (adequate capacity), moving furniture directly into designated classrooms, on-site flat-pack assembly, and immediate defect reporting. (4 points) **2.2 Continuity & Risk Mitigation Strategy (10 Points)** Provide a detailed, proactive contingency plan with actionable mitigation strategies to safeguard project objectives, timelines, and budgets against the following disruptions **(as per paragraph 4.2)**: i. Actionable mitigation strategy for Load Shedding and Manufacturing Equipment Disruption. (5 points) ii. Actionable mitigation strategy for Community Riots and Natural Disasters. (5 points) **(NB: Bidders must submit actionable strategies for all four listed risks to score points. Failure to address all risks results in zero points for this section).**	
3.	**Human Resources Capacity**	**25**
	3.1 One (1) Project Manager, Experience and Qualifications (15 points) Submit the CV of the Project Manager with a minimum NQF level 5 qualification in Project Management. The CV must indicate a minimum 3 years' experience in project management. **a) Qualification (5 Points)** i. Minimum NQF level 5 qualification in Project Management. (5 points) ii. No NQF level 5 qualification in Project Management. (0 points)	

APPOINTMENT OF SERVICE PROVIDER (S) FOR SUPPLY AND DELIVERY OF LEARNER AND EDUCATOR FURNITURE IN THE GAUTENG DEPARTMENT OF EDUCATION INSTITUTIONS FOR A FIXED TERM PERIOD OF THREE (3) YEARS

NO.	CRITERIA	POINTS
	b) Indicate years of experience in the CV (5 points) i. Three (3) years or more experience in Project Management as a manager. (5 points) ii. Less than three (3) years' experience in Project Management as a manager. (0 points) **3.2 Admin and Support staff (10 points)** **The service provider must submit the curriculum vitae (CVs) and qualifications for all proposed personnel below.** i. One (1) A minimum NQF level 4 qualification. (4 points) ii. Four (4) Capenter/s with Trade Test Certificates. (3 points) iii. Four (4) Welder/s with Trade Test Certificate. (3 points) **3.3. Drivers** **The service provider must submit copies of valid driver's licenses and PrDP's for goods category G for drivers (5 points)** i. Copies of valid South African Code C1 (or higher) driver's licenses alongside valid Professional Driving Permits (PrDP) for Goods (category G) for at least three (3) designated drivers. (5 points) ii. Failure to submit copies of valid South African Code C1 (or higher) driver's licenses alongside valid Professional Driving Permits (PrDP) for Goods (category G) for at least three (3) designated drivers will result in the bidder scoring zero points.	
4.	**Company Experience & Track Record**	**25**
	4.1 Provide reference letters (on client's letterhead) for projects completed within the supply and delivery of furniture in the past five years. Each reference letter must be addressed to the bidder or its director and detail the nature of the project (defined in project brief, scope of work, and timeframes), that was completed (with start and end date).	

NO.	CRITERIA	POINTS
	NB: Failure to include the letterhead, signature, contract scope, or dates will result in the individual letter being rejected and points forfeited). i. 5 reference letters as per paragraph (4.1) above (25 points) ii. Zero reference letter as per paragraph (4.1) above (0 points)	
TOTAL		**100**
Minimum Threshold for Functionality		**70**

5.3 STAGE 1(C): SITE VISIT EVALUATION

5.3.1 Site visit evaluation will be conducted for only the shortlisted bidder(s). A Bidder that scores less than **40 points out of 60** for the Site Visit evaluation will be regarded as submitting a non-responsive proposal and will be disqualified. Bidders who achieve the minimum threshold score will be shortlisted. Site Visit evaluation will be based on the following criteria.

NO.	CRITERIA	SCORE
1.	Verification of: **a)** Confirmation of the existence of the Furniture Manufacturing Workshop (FMW) corresponding with the ownership documents / lease agreement/ proof of finance submitted with the bid document. **(30 points)** **b)** Availability of 3 trucks with tare ≥ 8,000 kg and GVM ≤ 16,000 kg corresponding with the documents submitted with the bid document.**(10 points)** **c)** Machinery and Equipment – confirm and verify the availability of the machinery and equipment in line with paragraph 4.7 of the terms of reference under scope of work. **(20 points)** **i. Panel Processing:** for e.g., Nesting Machine (CNC), Panel Saw / Sliding table saw, Edge Banding Machine, Drilling Machine (Hinge / Multi-Boring). (5 points)	**60**

	ii. **Solid Wood & Structure (Chairs / Frames):** for e.g., Thickness Planner, Table Saw / Miter Saw, Band Saw, Router / Shaper. (5 points) iii. **Finishing & Support:** for e.g., Sander (Belt/Orbital), Dust Collection System, Air Compressor. (5 points) iv. **Working Machinery:** for e.g., Metal Cutting Saw / Band Saw, Tube Bender, Welding Machine (MIG/ TIG). (5 points)	
Total		**60**
Minimum Threshold for Functionality		**40**

5.3.2 Stage 2: Price and Preference Point System

The contract will be awarded in terms of the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) (Preferential Procurement Regulation, 2022). The 90/10 Preference Point System will be applied.

- Price = 90 points
- Specific goals = 10 points

Table 3: **Allocated specific goals.**

AREA	**Points**	
PRICE	90	
SPECIFIC GOALS	10	
RDP and Specific Goals	**Weightings**	**Evidence: The following documents should be submitted together with the SBD 6.1 to claim preference points. (NB: Bidders who fail to claim points on SBD 6.1 will forfeit the specific goals points)**
Enterprises that are owned by black people.	3	• Company Registration Certificate (CIPC) **or** CSD Registration Report or • Valid copy of BBBEE Certificate / Valid Sworn affidavit
Enterprises that are owned by women.	4	• Company Registration Certificate (CIPC) **or** CSD Registration Report or • Valid copy of BBBEE Certificate / Valid Sworn affidavit

Enterprises that are owned by youth.	2	• Company Registration Certificate (CIPC) **or** CSD Registration Report or • Valid copy of BBBEE Certificate / Valid Sworn affidavit
Enterprises that are owned by people with disability.	1	• Company Registration Certificate (CIPC) **or** CSD Registration Report or • Valid copy of BBBEE Certificate / Valid Sworn affidavit

Points for the above Specific Goals will be awarded on a **pro-rata basis** according to the percentage ownership of the bidding entity that meets the applicable Specific Goal criterion. The bidder's qualifying ownership percentage will be applied to the maximum points allocated for the relevant Specific Goal, and the resulting score will be rounded to two decimal places.

NOTE: Bidders must complete and sign SBD 6.1. Failure to submit a completed and signed SBD 6.1 will result in zero (0) points being scored for Specific Goals.

Guidance for submitting a valid B-BBBE Certificate or Sworn Affidavit:

a) Valid Broad-based Black Economic Empowerment (B-BBEE) Certificate issued by an Agency Accredited by SANAS or in cases of EME's/ QSE's submit a valid Sworn Affidavit signed by the EME/QSE representative and attested by a Commissioner of Oaths on the same date or a B-BBEE Certificate issued by CIPC:
   i. In the case of Qualifying Small Enterprises (QSE), if the bidding entity is more than 51% black-owned, then no B-BBEE certificate is required as an affidavit signed by the QSE representative and attested by a commissioner of oaths will be sufficient.
   ii. If the QSE is less than 51% black-owned, then the bidding entity will be required to provide a valid B-BBEE Certificate thereof.
   iii. In the case of a consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level Verification Certificate issued by an Agency Accredited by SANAS and CSD Report for parties in the JV or Consortium.
   iv. Only B-BBEE Status Level verification certificates from B-BBEE verification agencies accredited by SANAS with BVA number will be accepted. Non-valid or expired B-BBEE certificates will forfeit the points allocated.
   v. Bidders who fail to submit a valid copy of their B-BBEE Certificate or Sworn Affidavit will forfeit the preference points to be allocated.

6. FORMAT AND SUBMISSION OF BIDS

Each RFP shall comprise of at least the following, bound and clearly indexed:

Table 4:

Section A	**Mandatory Documents: (eliminating criteria)** a. Submission of a duly completed and signed bid (where applicable) on the original tender document (**Section 1 of the bidding documents**) with all the pages included. Failure to duly complete, sign and submit any one of the pages will result in the bidder being disqualified. b. Submission of a duly completed and signed bid (where applicable) on the original tender document (**Section 2 of the bidding documents**), which includes the Pricing Schedule. Bidder must ensure that all the pages are included. Failure to duly complete, sign and submit any of the pages will render the bids non-responsive and will result in the bidder being disqualified. c. In the case of a Joint Venture, Consortium or Partnership, a teaming agreement signed and dated by all parties is required. d. Ownership for the Furniture Manufacturing Workshop (FMW) i. If the Bidder is the **owner of the FMW** - submit a copy of the Title Deed (or other deeds document) or proof of financing in the name of the bidding company or in the name of the bidder's director(s). **or** ii. If the Bidder is **not the owner of the FMW** - submit a copy of the Lease Agreement signed by both parties. **NB!! If the information required to be filled in is not applicable, bidders must indicate as such and not leave BLANK SPACES.**
Section B	**Other Requirements: (non-eliminating criteria)** a) SARS Tax Compliance Status (TCS) pin. b) Recent/ latest proof of Central Supplier Database (CSD) registration. c) SBD 6.1 and supporting documents to claim Preference Points:
Section C	Supporting evidence for Functionality Evaluation: a) Project plan & Machinery documentation

	b) CV and qualifications. c) Vehicle documentation d) Reference letters /testimonials e) Contingency plan

7. TERMS AND CONDITIONS

7.1 Successful Bidder(s) must be in a position to commence work upon appointment. Projects and/or services will be initiated by means of written instructions to the successful bidders, when required.

7.2 GDE reserves the right to appoint more than one service provider per region. Where a service provider is allocated a region and is unable to deliver, GDE reserves the right to approach other qualifying service providers in other regions.

7.3 GDE reserves the right to reject work that does not meet the required standard and engage an alternative Service Provider to complete the work.

7.4 GDE shall serve thirty (30) days written notice for termination of the contract in the case of non-performance.

7.5 Successful bidders will be profiled and vetted before and after the appointment.

7.6 Deliveries must occur within the stipulated timeframe provided upon receipt of each order, unless otherwise agreed in writing by the parties.

7.7 The stringent timeframes with regards to the delivery of the final service necessitates that the GDE be in constant contact with the service provider and would at times require the service provider to make last minute changes to this project without compromising the quality of work rendered.

7.8 Successful bidder(s) must be in a position to commence work as and when required. There is however no guarantee of assignments.

7.9 Generally, timeframes cannot be set before entering into a formal agreement and as such, the duration of any given assignment will depend on the nature and scope of the work to be done. Appointed service providers must be available at all junctures to provide assistance within the set time frames, as requested. When deadlines are set, service providers will be expected to deliver the required services within the set timeframe.

7.10 The service provider(s) must be available at all times to provide assistance within the set timeframes as required. When timeframes are set, service provider(s) will be expected to deliver the required services within the set timeframes, and failing to, which the GDE reserves the right to cancel the order and to engage another service provider to provide the required services.

7.11 Service Provider(s) must supply the furniture as per SANS specifications.

7.12 The appointed service provider (s) must ensure that the Project Manager is always available during the contract period.

7.13 Service Provider(s) must ensure that the furniture has a period of 12-month warranty with a certificate against faulty material used in the supply and delivery process and/or the result of faulty workmanship, with fair wear and tear included.

7.14 GDE reserves the right to inspect the furniture at the point of delivery and reject any item that does not meet the standard set by GDE. The Service Provider shall bear the responsibility for replacement.

7.15 It is the responsibility of service provider(s) to provide the GDE with confirmation that they have the capacity to deliver to ensure that orders are executed and are completed in full.

7.16 Service provider(s) must deliver furniture as and when required through their own transport arrangements to the warehouse.

7.17 All deliveries must be accompanied by a delivery note clearly indicating the type of product delivered as well as the quantity thereof. Invoices must also be made available on the day of delivery matching the order number.

7.18 All service providers(s) must label their products for identification purposes. The label description must include the following:

a) the name and logo of the service provider

b) the batch number for each delivered item for warranty purposes.

c) The batch number should be able to track and trace the delivered items in case point 7.13 is raised by the GDE, and it should be able to be differentiated on all items specified in the scope.

d) Service provider(s) must ensure that they are registered for e-invoicing on eisregistration@gauteng.gov.za.

7.19 Force Majeure

a) The Service Provider shall be responsible or liable if its performance of any of its obligations under the Warranty is prevented, interrupted, or delayed by any 'force majeure event', being any cause beyond the Service Provider's control (including, without limitation, Acts of God, epidemics, acts of government, strikes, war (declared or not) or lock-out).

b) The Service Provider performance shall be deemed suspended for the period that the force majeure event continues, and the Service Provider will be granted an extension of time for performance for the duration of that period.

7.20 The GDE will reserve the right to inspect the vehicles to ensure the type of vehicle is appropriate for the delivery of school furniture.

7.21 That vehicle verification on site will be for vehicles used for bidding, which the verification will entail e.g., condition of the truck, VIN Plate Verification, Engine Number Matching, Licence Disc and certified local inspection service (like DEKRA or the AA).

7.22 Proof of ownership: in an event the vehicles are in the owner's name, there should be a lease agreement between the owner and the company.

7.23 All items are to be transported under safety regulations and must comply with all applicable legislative frameworks.

7.24 The GDE reserves the right to verify the references, and if any there is any bidder whose references cannot be verified, this may lead rescinding of any award.

7.25 In the event that an appointed service provider within a specific region is unable or incapable of delivering on the assigned scope of work, the Department reserves the right to appoint or request a service provider from an alternative region to intervene and fulfil the delivery requirements.

7.26 The Bidder must possess a valid, authentic ISO 9001:2015 and/or as revised, Quality Management System (QMS) Certification whose scope explicitly covers the manufacturing or supply processes of the proposed items, and this certification must remain active throughout the entire duration of the contract.

8. TIME FRAMES

OUTPUT	PERIOD
Appointment of Service Providers for The Supply and Delivery of Learner and Educator Furniture to Gauteng Department of Education (GDE) Institutions for a Fixed Period of Three (03) Years	Three (3) Years

9. PENALTIES/WARRANTIES

9.1 If it is shown that errors or shortcomings exist within the service provided the bidder shall be notified in writing and shall be required to perform corrective services within seven (7) days to remedy such errors at no cost to GDE.

9.2 GDE reserves the right to inspect or audit any document pertaining to this contract within one year of the date of expiry of the contract. This may also include queries and complaints.

9.3 Should any audit or inspection reveal that the service provider has not complied with any of the terms of this contract or made misrepresentation, the GDE reserve the right to cancel the award and recover the loss associated with such non-compliance from the service provider.

10. INSTRUCTIONS FOR THE PROPOSAL

10.1 This Request for Proposal does not constitute an offer. The RFP intends to provide enough information for the preparation and submission of comparable proposals by the Bidders.

10.2 GDE requires a clear, concise and factual response. Bidders shall consult, in writing, with the GDE official responsible should there appear to be any discrepancy, ambiguity or uncertainty pertaining to the meaning or effect of any description, dimension, quality, quantity or any other information contained in this RFP.

10.3 Proposals must be compiled in the following format:

a) Clear indexing of the proposal content must be included.

10.4 All proposals must be delivered sealed. The following information must appear on the outside of the sealed proposal.

a) Name of Bidder

b) Description of proposal

c) Tender number of the proposal

d) Closing date and time of proposal

10.5 In the case of Joint Ventures, proposals must contain

a) Teaming Agreements signed by all parties and dated

b) Proposed revenue split and, a consolidated B-BBEE status for all members of the Joint Venture

10.6 The Bidder will be liable for all costs incurred in response to this request.

10.7 The Bidder is expected to fully acquaint themselves with the conditions, requirements, and specifications of GDE before submitting a completed response. Failure to do so will be at the Bidder's own risk and the Bidder cannot secure relief on the grounds of any mistake.

10.8 This tender validity period is 180 days. In the event that there is a need to extend this period, the extension will be published on the GPG e-tender portal. It is the responsibility of the Bidder to check and respond to the extension(s) published as there will be no individual correspondence. Bidders that decline the extension would invalidate their specific bids and not the entire bid process.

10.9 Bidders who fail to respond on the request for validity extension within the stipulated date, the Department will, consider such a bidder to have accepted the extension of validity in the same terms and conditions as per the submitted bid.

10.10 Late Submissions

a) Proposals submitted after the specified closing date and time will not be considered.

11. CONDITIONS OF AWARD

11.1 Bidders shall take into account that GDE's total requirements may be allocated to more than one (1) Bidder and that no single Bidder is guaranteed an award for the full scope of the RFP.

11.2 GDE intends to award each of the four (4) regions to the acceptable tenderer scoring the highest preference points, based on the Bidder's primary selected region.

11.3 A Bidder will be limited to an award of one (1) region only, unless no other acceptable tenderer is available for a particular region. In such circumstances, GDE may consider the next highest-scoring acceptable tenderer in accordance with the Bidder's stated regional preferences and the final evaluation ranking.

11.4 Bidders that fail to indicate their regional preferences will be allocated a region in accordance with the allocation methodology prescribed in this RFP.

11.5 GDE reserves the right to engage in post tender negotiations with the recommended bidder(s) in order to standardise the unit prices across all the regions.

11.6 Where the recommended bidder(s) is unable to accept the terms of the negotiations or conditions of award; the GDE may proceed to the next highest-scoring acceptable tenderer, in accordance with the final evaluation ranking. This process will continue sequentially until an acceptable bidder is identified for all the relevant regions.

11.7 The recommended Bidder(s) will be required to enter into a written agreement with GDE. This RFP, or any part thereof, may be incorporated into and made part of such an agreement. GDE shall not incur any obligation or liability towards the recommended Bidder(s) until a written contract has been signed by the duly authorised GDE representative and the relevant Bidder(s).

12. DECLARATION

I/We the undersigned hereby declare that I/We have read and understand the above and agree to be bound by the stated terms and conditions.

Name of Bidder……...

Name of contact person……...

Capacity……

Signature……

Date……

GAUTENG PROVINCE
TREASURY
REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

Financial Statements

Submission of Financial Statements

The latest financial statements for the last two years are required (except if it is a new or a dormant entity)

a) Financial statements must be signed by the auditor (in the case of companies) or the accounting officer (in the case of close corporations) the owner (in case of sole proprietors). Signatures must be on the accounting officer's / auditors report on the auditor's /accounting officer's letterhead.

b) Financial statements must be signed by the member/s (in the case of close corporations) or by the director/s (in the case of companies.)

c) In bids where consortia/joint ventures/sub-contractors and partnerships are involved, all bidders must submit their financial statements.

d) If it is a new or dormant entity an opening set of financial statements must be submitted. A letter from the auditor (in the case of companies) or the accounting officer (in the case of close corporations) stating that the entity has not yet traded must be submitted.

e) In cases where an entity has operated for a period less than a year the Management Accounts Report for the period in operation must be submitted signed accordingly as stated in paragraph (a) and (b) of this document.

f) In cases where the entity has operated for a period more than a year but less that two years, then the financial statement for the first year of operation signed accordingly as per paragraph (a) and (b) of this document must be submitted.

INTEGRITY PACT FOR BUSINESSES

GAUTENG PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

GAUTENG ETHICS & ANTICORRUPTION

FIGHTING CORRUPTION, PROMOTING INTEGRITY

1. INTRODUCTION

This agreement is part of the tender document, which shall be signed and submitted along with the tender document. The Chief Executive Officer of the bidding company or his/her authorised representative shall sign the integrity pact. If the winning bidder has not signed this integrity pact during the submission of the bid, the tender/proposal shall be disqualified.

2. OBJECTIVES

Now, therefore, the Gauteng Provincial Government and the Bidder agree to enter into this pre-contract agreement, hereinafter referred to as an integrity pact, to avoid all forms of corruption by following a system that is fair, transparent, and free from any influence/unprejudiced dealings before, during and after the currency of the contract to be entered, with a view to:

2.1 Enable the Gauteng Provincial Government to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works, goods and services; and

2.2 Enable bidders to abstain from bribing or any corrupt practice to secure the contract by assuring them that their competitors will refrain from bribing and other corrupt practices and the Gauteng Provincial Government will commit to preventing corruption, in any form by their officials by following transparent procedures.

3. GOVERNANCE

3.1 The integrity pact seeks to ensure that both parties comply with all applicable provincial, national, continental, and international laws and regulations regarding fair competition and anti-corruption.

4. ENVIRONMENT

4.1 The integrity pact requires that both parties comply with all applicable environmental, health, and safety regulations.

5. PROTECTION OF INFORMATION

5.1 The integrity pact seeks to ensure that both parties undertake to protect the confidentiality of information. Each party, when given access to confidential information as part of the business relationship should not share this information with anyone unless authorised.

6. REPUTATION

6.1 The Gauteng Provincial Government wants to work with bidders who are proud of their reputation for fair dealing and quality delivery.

6.2 The Gauteng Provincial Government wants to ensure that working with government is reputation enhancing for the supplier.

6.3 The Gauteng Provincial Government expects bidders/suppliers to be protective of government's reputation, and ensure that neither they, nor any of their partners or subcontractors, bring government to disrepute by engaging in any act or omission which is reasonably likely to diminish the trust that the public places in government.

6.4 The Gauteng Provincial Government further requires its bidders/suppliers to always adhere to ethical conduct even outside their contractual obligation with the Gauteng Provincial Government.

7. VALUES OF THE GAUTENG PROVINCIAL GOVERNMENT

7.1 The value system of the Gauteng City Region is shown below:

GAUTENG CITY REGION VALUES SYSTEM	
CORE VALUES	**ETHICAL VALUES**
Patriotism Purposefulness Team focused Integrity Accountability Passionate Activism	Integrity Accountability Dignity Transparency Respect Honesty

7.2 The Gauteng Provincial Government commits to ensure that the values system is embedded into the day-to-day operations of its institutions.

8. COMMITMENTS OF THE GAUTENG PROVINCIAL GOVERNMENT

The Gauteng Provincial Government commits itself to the following:

8.1 The GPG commits that its officials will at all times conduct themselves in accordance with Treasury Regulations 16A.8[1], copy of which is attached marked Annexure A, and that:

8.1.1 The GPG is committed to doing business with integrity and proper regard for ethical business practices.

8.1.2 The GPG hereby undertakes that no official of the GPG, connected directly or indirectly with the contract will demand, take a promise for or accept, directly or through

[1] Government Notice No. R. 225 of 2005 published under Government Gazette No. 27388 of 15 March 2005, as amended

intermediaries, any bribe, consideration, gift, reward, favour, or any material or immaterial benefit or any other advantage from the bidder, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

8.1.3 The GPG further confirms that its officials have not favoured any prospective bidder in any form that could afford an undue advantage to that bidder during the tendering stage and will further treat all bidders alike.

8.1.4 The GPG will during the tender process treat all Bidder(s) with equity.

8.1.5 All officials of the GPG shall report any attempted or completed violation of clauses to the following details:

	Gauteng Ethics Hotline	National Anti-Corruption Hotline
Toll-free number	080 1111 633	0800 701 701
SMS call-back	49017	N/A
E-mail	gpethics@behonest.co.za	nach@psc.gov.za
Fax	086 726 1681	0800 204 965
Website	www.thehotline.co.za	www.publicservicecorruptionhotline.org.za
Post	Chief Directorate: Integrity Management Private Bag X61 Marshalltown 2001	Public Service Commission Private X121 Pretoria 0001
Walk-in	Office of the Premier 55 Marshall Street Marshalltown Johannesburg 2001	Gauteng Provincial Office Public Service Commission Schreiner Chambers 6th Floor 94 Pritchard Street Johannesburg

8.1.6 Following the report on the violation of the above clauses by the official(s), through any source, the GPG shall investigate allegations of such violations against the official or other role players and when justified:

a) Take steps against such official and other role players (necessary disciplinary proceedings, and/or any other action as deemed fit, bar such officials from further dealings related to the contract process). In such a case, while an enquiry is being conducted by the Gauteng Provincial Government the proceedings under the contract would not be stalled.
b) Inform the relevant Treasury of steps taken in 8.1.5(a) against such officials; and
c) Report any conduct by such official and other role players that may constitute an offence to the South African Police Service.

9. COMMITMENTS OF THE BIDDERS

The bidder commits himself/herself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his/her bid or during any pre-contract or post contract stage to secure the contract or in furtherance to secure it and commits himself/herself to the following:

9.1 The bidder is committed to doing business with integrity and proper regard for ethical business practices.

9.2 The bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducements to any official of the Gauteng Provincial Government, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

9.3 The bidder further undertakes that he/she has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducements to an official of the Gauteng Provincial Government or otherwise in procuring the contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Gauteng Provincial Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Gauteng Provincial Government.

9.4 The bidder will not collude with other parties interested in the contract to preclude the competitive bid price, impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

9.5 The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

9.6 The Bidder(s)/Contractor(s) will, when presenting his / her bid, disclose any and all payments he /she has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

9.7 In case of sub–contracting, the Principal Contractor shall take the responsibility of adoption of Integrity Pact by the Sub-Contractor.

9.8 The bidder shall report any attempted or completed violation of clauses 9.1 to 9.7 including any alleged unethical conduct to the Gauteng Ethics Hotline (details are provided at clause 8.1.4).

9.9 The bidder (or anyone acting on its behalf) warrants that:

9.9.1 It has not been convicted by a court of law for fraud and/or corruption with respect to the procurement/tendering processes; and/or

9.9.2 It has not been convicted by a court of law for theft or extortion; and/or

9.9.3 It is not listed on the National Treasury's database of Restricted Suppliers or Register of Tender Defaulters.

10. SANCTIONS FOR VIOLATION

10.1 The breach of any aforesaid provisions or providing false information by employers, including manipulation of information by evaluators, shall face administrative charges and penal actions as per the existing relevant rules and laws.

10.2 The breach of the Pact or providing false information by the Bidder, or anyone employed by him, or acting on his behalf (whether without the knowledge of the Bidder), or acting on his/her behalf, shall be dealt with as per the provisions of the Prevention and Combating of Corrupt Activities Act (12 of 2004).

10.3 The Gauteng Provincial Government shall also take all or any one of the following actions, wherever required:

10.3.1 To immediately call off the pre-contract negotiations without giving any compensation to the bidder. However, the proceedings with the other bidder(s) would continue.
10.3.2 To immediately cancel the contract, if already awarded/signed, without giving any compensation to the bidder.
10.3.3 To recover all sums already paid by the Gauteng Provincial Government.
10.3.4 To cancel all or any other contracts with the bidders and GPG shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value.
10.3.5 To submit the details of the bidder to the National Treasury to register on the database for tender defaulters.

11 CONFLICT OF INTEREST

11.1 A conflict of interest involves a conflict between the public duty and private interest (for favor or vengeance) of a public official, in which the public official has private interest which could improperly influence the performance of their official duties and responsibilities. Conflicts of interest would arise in a situation when any concerned members of both parties are related either directly or indirectly or has any association or had any confrontation. Thus, conflict of interest of any tender committee must be declared in a prescribed form.

11.2 The bidder shall not lend or borrow any money from or enter any monetary dealings or transactions, directly or indirectly, with any member of the tender committee or officials of the Gauteng Provincial Government, and if he/she does so, the Gauteng Provincial Government shall be entitled forthwith to rescind the contract and all other contracts with the bidder.

12 LEGAL ACTIONS

12.1 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

13 VALIDITY

13.1 The validity of this Integrity Pact shall cover the tender process and extend until the completion of the contract to the satisfaction of both the Gauteng Provincial Government and the bidder (service provider).

13.2 Should one or several provisions of the Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

GPG INTEGRITY PACT FOR BUSINESSES

BIDDER/SUPPLIER/SERVICE PROVIDER	
Signature of the CEO	
Full name of the CEO	
Tender number	
Date	

Annexure A

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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

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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

7.1 Within thirty (30) days of receipt of the notification of contract award,

security

the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

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

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

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

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

8. Inspections, tests and analyses

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

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

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

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

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

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

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the

cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties,

provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

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

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

14. Spare parts

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

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

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

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

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

15. Warranty

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

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

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

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

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

may have against the supplier under the contract.

16. Payment

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

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

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

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the

envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

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

28. Limitation of liability

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

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

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

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

33. National Industrial Participation (NIP) Programme

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34. Prohibition of Restrictive practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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