

REQUEST FOR BIDS (RFB)

APPOINTMENT OF A SUPPLIER TO SUPPLY AND DELIVER BEDS AND MATTRESSES TO VARIOUS RESIDENCES AT CPUT

BID NUMBER: CPUT 61/19

BID INVITATION DATE	
INVITATION DATE:	3 NOVEMBER 2019
COMPULSORY BRIEFING/ SITE BRIEFING SESSION	
MEETING DATE:	11 NOVEMBER 2019
MEETING TIME:	10H00 AM
ADDRESS:	Cape Peninsula University of Technology, CPUT-Bellville Campus OLD COUNCIL CHAMBER, SECOND FLOOR ADMINISTRATION BUILDING, BELLVILLE NB: Doors will be closed at 10:10 and no representative will be allowed to enter the venue once the doors are closed
SUBMISSION INFORMATION	
CLOSING DATE:	18 NOVEMBER 2019
CLOSING TIME:	11H00 AM
ADDRESS:	Cape Peninsula University of Technology, Bellville Campus, Symphony Road Procurement Offices, Norman Building, Bid Box in Procurement: Accessible during working hours: Between 08h30 -16H00

INDEX TO BID DOCUMENT

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SECTION 01

CPUT CONDITIONS OF BID

BIDDERS INFORMATION (KINDLY COMPLETE)	
COMPANY NAME:	
CONTACT PERSON:	
DESIGNATION:	
PHYSICAL ADDRESS:	
OFFICE TELEPHONE NUMBER:	
CELL NUMBER:	
OFFICE FAX NUMBER:	
E-MAIL ADDRESS:	
<p>I certify that this Bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a Bid for the same materials, supplies or equipment and is in all respects fair and without collusion or fraud.</p> <p>I agree to abide by all conditions of this Bid and certify that I am authorised to sign this Bid.</p>	<p>-----</p> <p>AUTHORISED SIGNATORY</p> <p>-----</p> <p>SURNAME AND FULL NAME/S</p> <p>-----</p> <p>DATE</p>

IMPORTANT INFORMATION - PLEASE TAKE NOTE:
<ul style="list-style-type: none">• Procurement Office is only open Monday to Friday (08:30 am to 16:00 pm).• Bid Register in Procurement must be completed and signed upon submission.• Courier Services must be made aware of the <u>Bid Register</u> as well as the <u>Bid Number</u> and <u>your Company Name</u>.• Failure to sign the Bid Register can lead to disqualification.• The Bidder is responsible for ensuring the employees/courier service locates the Bid Box at Procurement for proper submission.

1. **REQUEST FOR BID SCHEDULE**

Interested Bidders are hereby invited in the manner specified to submit to CPUT, goods and/or services specified in the RFB complying in all respects with the attached Instructions to Bidders.

The following information is specific to this RFB:

HEADING	CONTENT
<u>Compulsory</u> Information Meeting	Refer to the Bid Cover
CPUT Representative/s to whom Written Enquiries must be Addressed	Name : Mr A. Mangwana E-Mail Address : mangwanaa@cput.ac.za All Enquiries must be in Writing. Enquiries must be submitted up until 15 NOVEMBER 2019
Physical Address for Bid Submissions	Address : Cape Peninsula University of Technology Bellville Campus Symphony Road, Normans Building, Procurement Bid Box: Procurement Offices <i>(Bid Register to be signed on Submission)</i>
PLEASE NOTE THE FOLLOWING:	<ul style="list-style-type: none"> • No faxed or e-mailed Bids will be accepted. • Multiple Bids from the same Bidder is not allowed.
Submission of Bid Documentation and Further Instructions (Neglecting to follow these mandatory instructions will lead to disqualification)	<u>2 (TWO) SEALED ENVELOPES</u> must be submitted as follows: <ul style="list-style-type: none"> • 1 (one) envelope/package with the <u>Original Technical Bid Document & Two Copies</u> Clearly mark the envelope/package as follows: <ul style="list-style-type: none"> • Original Bid Document; • Bid Number; • Bid Description; • Your Company Name. • Include Your Company Return Address. • <u>1 (one) envelope with the Original Pricing Schedule & Two Copies</u>

	<p>Clearly mark the envelope as follows:</p> <ul style="list-style-type: none"> • Original Pricing Schedule; • Bid Number; • Bid Description; • Your Company Name. • Include Your Company Return Address.
BID Document Fee	<p>Is a Bid document fee payable? YES</p> <p>Non-Refundable R300.00 (three hundred rand) inclusive of VAT.</p>
CPUT's Banking Details for Payment of Bid Document Fee	<p>Bank : ABSA Bank</p> <p>Branch Name : Cape town</p> <p>Account Name : Cape Peninsula University of Technology</p> <p>Account Number :01162510521</p> <p>Branch Code :632005</p> <p>Reference :CPUT 61/19 & (Your Company Name)</p>
Details when Paying at CPUT's Cashier's for a Bid Document Fee	<p>Cost Code & : 0100/55056:</p> <p>Bid Reference : CPUT 61/19</p> <p>& Your Company Name</p>
Grounds on which Bids may be Disqualified	<p>Instructions to Bidders for basic grounds set out on the Automatic Disqualification.</p>
Mandatory Documents to be Submitted together with the Bid	<p>See Mandatory Documentation/Requirements schedule.</p>
Criteria for Evaluation of Bids on Functionality and Weight of each Criteria	<p>See Functionality Criteria (refer to applicable schedule).</p>
Payment Terms (as per deliverables)	<p>30 (thirty) days after Statement Date.</p>
Period of Bids Validity after Submission	<p>120 (One Hundred and twenty) days from the Closing Date of Bid Submission.</p>

For **Cape Peninsula University of Technology** who hereby warrants that s(he) is duly authorised to sign this RFB on its behalf

Full Name(s)

Designation

2. **INSTRUCTIONS TO BIDDERS**

2.1 **DEFINITIONS AND INTERPRETATION**

In this RFB and its component documents (other than Terms and Conditions) the following terms will have the following meanings assigned to them, unless the context indicates otherwise:

- 2.1.1 **Bidder/Bidder(s)** – means all persons/companies participating in this RFB process and/or submitting Bids;
- 2.1.2 **Bid(s)** – means a Bidder's/Bidder's submission to CPUT offering to supply the CPUT Department with the Goods/Services;
- 2.1.3 **CIPC** – means the Companies and Intellectual Property Commission;
- 2.1.4 **Closing Date and Time** – the closing date and time for submission of a Bid, specified in the Bid Request Schedule or on the front cover of this RFB;
- 2.1.5 **Contract** – means any contract flowing from this RFB between CPUT and a successful Bidder for the supply of the Goods/Services;
- 2.1.6 **GCC-** applicable to all bids, contracts and orders including bids for function professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents
- 2.1.7 **Date of Issue of RFB** – means the date of issue of this RFB by CPUT specified in the Bid Request Schedule or on the front cover of this RFB;
- 2.1.8 **Goods/Services** – means the merchandise, products, goods, works and/or services described in the Bid Request Schedule and – Scope of Supply and Specifications, or elsewhere in this RFB;
- 2.1.9 **Interested Party(ies)** – means any firm(s) who has/have attended the compulsory information session and submitted a proposal.
- 2.1.10 **Mandatory Documents** – the mandatory documents referred to in the Bid Request Schedule to be submitted by Bidders as part of their respective Bids;
- 2.1.11 **Procurement Department** – means the department within the Finance Division of CPUT which generally deals with the procurement of Goods/Services on behalf of CPUT Departments;
- 2.1.12 **Procurement Policy** – means the Procurement Policy that Council approved of CPUT governing, the procurement of Goods/Services;
- 2.1.13 **Related Person** – means, relative to a specified person, a related or inter-related person as defined by sections 1 and 2(1) of the Companies Act 2010;
- 2.1.14 **RFB/Bid** – means this Request for Bids including all of its component parts, schedules and annexures;
- 2.1.15 **RFB/Bid Reference Number** – means the Request for Proposal Reference Number specified in the Bid Request Schedule or on the cover page of this RFB;
- 2.1.16 **RFB Short Title** – means the Bid Short Title specified in the Bid Request Schedule or on the cover page of this RFB;

- 2.1.17 Verification Documents** – means the documentation to be submitted by a Bidder in order to verify each criterion, specified in this RFB;
- 2.1.18 CPUT** – means the Cape Peninsula University of Technology, a higher education institution in terms of the Higher Education Act;
- 2.1.19 CPUT Department** – means a department, faculty, division, centre, unit, institute, club or society of CPUT;
- 2.1.20 CPUT Representative** – means the duly appointed representative of CPUT for the purposes of this RFB, specified in the Bid Proposal Schedule;
- 2.1.21** Where CPUT and the Bidders' interpretation of the document differ, CPUT's interpretation will prevail.

2.2 PURPOSE AND OBJECTIVE OF RFB

The purpose of this RFB is to reach the wider supply market in the procurement of goods and services in the collection of goods cost, pricing and general information on your business in order to determine the Bidder/s who are most capable of supplying the service to CPUT.

2.3 INTRODUCTION AND APPLICATION

The CPUT Department specified in the attached Bid Request Schedule is considering the procurement of the Goods/Services.

This RFB, comprising the documents specified in the Bid Request Schedule, has accordingly been issued by the Procurement Department under the RFB Number and Bid Short Title on the Date of Issue of RFB.

The purpose of these instructions is to inform prospective Bidders of the terms and conditions which will apply to the submission of Bids for the supply of the Goods/Services.

By participating in this RFB process and/or submitting a Bid, all Bidders undertake to be bound by the terms and conditions of this RFB.

Each Bidder will submit a Bid which conforms in all respects with this RFB. Bidders which submit responses to the RFB will be deemed to have accepted, and wilfully comply with all the terms and conditions.

The Bid must be signed by a person fully authorised to commit the Bidder to the terms and conditions set out in this RFB. CPUT is entitled to assume that there is full authority in the signatory of the Bid.

MANDATORY DOCUMENT REQUIREMENTS AND CHECKLIST:

Please complete the following checklist to reflect which documents have been submitted. Make sure that the relevant documents are included and referenced properly. Please attach certified copies unless otherwise stated in the checklist. Make sure that the Annexure and Page Number column is completed and references the exact Annexure/Page Number specified in your submitted bid document.

	DESCRIPTION OF REQUIREMENT (documents must be in the same order and referenced against applicable number as in this checklist)	Please <input type="checkbox"/> where Applicable	Annexure	Page No
1.	Duly completed original bid document and two copies			
2.	<p>Original and Valid Tax Clearance Certificate</p> <p>It is an absolute requirement that the taxes of the successful Respondent ARE in order, or that a suitable arrangement has been made with SARS to satisfy them. Written proof from SARS in respect of this arrangement to be provided in the absence of a valid tax clearance certificate.</p> <p>The Tax Clearance Certificate relating to the BID must be valid at the time of submission.</p> <p>Each party to a Consortium / Joint Venture / Sub contractor must provide a separate valid Tax Clearance Certificate.</p>			
3.	CIPC Registration Document for Companies and CCs Letter from a registered accountant for all other entities confirming entity type.			
4.	The service provider must submit a company profile which demonstrates a track record of 3 years' experience in supply and delivery of beds and mattresses.			
5.	Service provider must provide a list of 3 contactable and verifiable references including testimonials on official company letterhead.			
6.	Provide appointment letters/order specifying the amount and the period of the contract. (Minimum of R250 000 contract)			
7.	Completion of an SBD 6.2: Local production and content for designated sectors			
8.	Provision of clear catalogue/photos in relation to the specification			
9.	Attendance of a compulsory briefing/clarification meeting. Attendance register will serve as the reference document to confirm attendance.			
10.	Proof of payment for the non-refundable bid document fee			

I/ We hereby acknowledge my/ our understanding that failure to submit all the documents listed above, renders my/ our submission incomplete. As a result, my/ our submission will be disqualified and not considered any further in the bid process.

NAME:

.....DATE:.....

SIGNATURE:.....

2.4 TOTAL COST

“Total Costs” will be an important parameter for Bidder assessment.

“Total Costs” is defined as follows:

- “Total Costs” means the sum of all direct and indirect costs associated with the purchase of the goods incurred by CPUT, including but not limited to the invoice price, goods life, service costs, distribution costs, transaction costs, inventory costs, purchasing administration costs and other costs incurred with the use of the goods provided by the Bidder.
- Bidders are expected to provide highly competitive costs.

2.5 BIDDER CAPABILITY

CPUT will make an assessment of Bidder/s capability on the basis and information provided by Bidders in response to this RFB.

2.6 EMPOWERMENT/SOCIAL RESPONSIBILITY

CPUT is serious in its commitment to the previously disadvantaged groups and will expect selected Bidders to demonstrate that they share that commitment.

2.7 GUIDELINES FOR SUBMISSION OF PROPOSAL

2.7.1 ACCEPTANCE OF PROPOSAL AT CPUT DISCRETION

CPUT reserves the right, exercisable at its sole discretion, to review, evaluate and dispose of any Bid as it sees fit. Nothing stated in this RFB (whether express or implied) binds or obligates CPUT to accept the lowest of any price contained in the Bid or to accept any Bid.

Bidders or their representatives can expect to discuss the details of their Bid during the evaluation process. CPUT reserves the right to negotiate specific terms with the preferred Bidders prior to the award of a final contract (if any).

2.7.2 CONFORMANCE

All Bids must conform to each of the requirements set out in this RFB. Non-conforming Bids will not be considered.

2.7.3 SUBMISSION VALIDITY

Each Bid submitted by a Bidder must remain valid for a period of **120 (one hundred and twenty) days** from the required date of submission.

2.8 BID DOCUMENTATION

2.8.1 ADDITIONAL BIDDER INFORMATION

CPUT may request additional data, discussions or presentations in support of responses to the RFB.

Additionally, CPUT may conduct a survey of any Bidder under consideration to confirm or clarify any information provided (including pricing) or to collect more evidence of managerial, financial and technical abilities, including but not limited to, meetings and visits to current customers served by the Bidder.

2.8.2 SUBMISSION OF BID DOCUMENTATION

Each Bidder will in all material respects fully complete, sign and submit all the prescribed forms of this RFB, and all mandatory supporting documentation required in terms of this RFB.

The Bid must be completed and submitted in the English language.

Submission of Bid Documentation as prescribed in the Request for Bid Schedule under the Heading "Submission of Bid Documentation and Further Instructions" must be followed. Disregarding these instructions will lead to disqualification.

The "Original" Bid documentation and Pricing Schedule must be submitted into the official Bid Box located in Procurement Department during office hours only:

Cape Peninsula University of Technology
Bellville Campus
Symphony Road,
Bid Box Located at:
Procurement Department

The Bid Register must be completed on submission of bid documentations.

2.8.3 JOINT VENTURE/CONSORTIUM SUBMISSIONS

Submission of documentation must include a copy of the legal Joint Venture/Consortium agreement. Furthermore, mandatory documentation and requirements must be submitted for each partner/business forming part of the Joint Venture/Consortium.

2.9 COMPULSORY INFORMATION MEETING (WHERE APPLICABLE)

- 2.9.1** If it is indicated in the Bid Request Schedule that an information meeting is to be held, the provisions of this clause will apply.
- 2.9.2** The CPUT Representative (or his/her delegate) will meet prospective Bidders at the address, on the date and at the time specified in the Bid Request Schedule, in order to brief the Bidders with regards to this RFB and/or for provision of any further information.
- 2.9.3** Attendance by all Bidders at the **information meeting is compulsory (where applicable)**.
- 2.9.4** The Bidder, or its representative(s), will be required to sign an attendance register on the date of the meeting, as proof of attendance.
- 2.9.5** CPUT reserves the right to limit the numbers of representatives from each Bidder.
- 2.9.6** Bidders, or their representatives, attend the information meeting at their own risk and CPUT will not be liable for any loss, damage or injury incurred or suffered by Bidders or their representatives.
- 2.9.7** Failure to attend the Compulsory Information Meeting will result in the disqualification of a Bidder.

2.10 BIDDERS' CODE OF CONDUCT

In the compilation and submission of Bids and in all matters arising out of or in connection with their participation in this RFB process, each Bidder agrees and undertakes:

- 2.10.1** to act fairly, reasonably, ethically and in good faith;

to comply with all applicable laws including without limitation the Prevention and Combating of Corrupt Activities Act, the Competition Act and the Prevention of Organised Crime Act;

- 2.10.2** not to (and to procure and ensure that its officers, employees, representatives, associates, relatives and agents do not) directly or indirectly approach or influence any officer or employee of CPUT, or any procurement agent or consultant appointed by CPUT, with a view to obtaining an unfair advantage for such Bidder's Bid, or attempt to influence the Bid adjudication process by means of any threat, gift or privilege;
- 2.10.3** not to request or attempt to obtain any information about competing Bids or the RFB process that would give it an unfair advantage over other Bidders;
- 2.10.4** not to share Bid information with other Bidders or potential Bidders or third parties, or to collude with other Bidders or potential Bidders;
- 2.10.5** prior to or as part of its Bid submission to disclose in writing to CPUT any conflicts of interest or duty or potential conflicts of interest or duty including:
 - any interest which any officer, employee, consultant or adviser of CPUT (or their respective spouses, children, siblings or parents) may have in the Bidder or a Related Person;
 - the details of any Related Person of the Bidder in the employ of CPUT or engaged by CPUT in an advisory capacity.
- 2.10.6** for the duration of the RFB process until Contract award, not to communicate with any employee, officer or procurement agent of CPUT on any matter relating to this RFB except with or through the CPUT Representative unless such communication involves a complaint about such representative.
- 2.10.7** to report in writing to the CPUT representative/EMC any of the following misconduct by any employee, officer or procurement agent of CPUT or any Bidder relating to the RFB process:
 - any contravention of the Prevention and Combating of Corrupt Activities Act or similar law;
 - the solicitation or extortion of any bribe, gift, privilege or advantage for the benefit of any person;
 - the leaking of confidential information by any CPUT employee or other person relating to any aspect of this RFB including any competing Bids or the evaluation of Bids, prior to the award of any Contract; and
 - any conflict of interest or duty.

2.11 REJECTION OF BIDS AND DISQUALIFICATION

The following will be rejected:

- 2.11.1** any Bid which has not been duly delivered and received at the Bid Box and Physical Address by the Closing Date and Time;
- 2.11.2** any Bid (including Courier Service deliveries) not completed and signed on a submission in the Bid Register at Procurement Offices;
- 2.11.3** any Bid envelope which is not correctly and fully completed with the mandatory information as stipulated in the Request for Bid Schedule under the Heading "Submission of Bid Documentation and Further Instructions";

- 2.11.4** any modification or correction to any Bid which has not been delivered and received at the Bid Box on the Physical Address by the Closing Date and Time or, in any case where CPUT has issued an Addendum to this RFB, by the date and time specified for any Bid changes;
- 2.11.5** any Bid where the Bidder's Certificate of Independent Bid Determination (4) of this RFB is found not to be true or is incomplete in any respect;
- 2.11.6** The following Bids are liable to be disqualified by CPUT:
- any Bid which is unsigned, incomplete or otherwise does not comply with this RFB;
 - any Bid which omits any Mandatory Document/Requirements and/or any Functionality Criteria, and no or insufficient explanation has been provided in the Bid documents;
 - where a Bidder is required to pay a Bid document fee and such fee has not been paid in the manner prescribed by that clause by the Closing Date and Time;
 - any Bid submitted by any person who CPUT has resolved not to conduct business with due to present or past breaches of contract, default, misconduct, irregularities or poor performance by a Bidder or by any Related Person, or on other reasonable grounds;
 - a Bid where the Bidder or any Related Person has, or would have, a conflict of interest or duty regarding the performance of any resulting contract for the supply of the Goods/Services;
 - the Bid of any Bidder found to have contravened the Bidders' Code of Conduct;
 - the Bid of any Bidder who did not attend a compulsory information meeting;
 - any other Bid which contravenes the additional grounds on which a Bid may be disqualified, specified in the Bid Request Schedule.

2.12 PRICE INSTRUCTIONS

- 2.12.1** Bidders will complete the Bid price and submit it separate to the Bid as per instructions.
- 2.12.2** The responses must remain in the format outlined in the instructions which contain the requirements and costing information.
- 2.12.3** Bidders will give a breakdown of the /Bid price showing the basic price and Value Added Tax ("VAT") separately, failing which the Bid will be deemed to be inclusive of VAT which will be payable by the Purchaser subject to the receipt of a VAT invoice.
- 2.12.4** CPUT reserves the right to split and award the Bid to more than 1 (one) Bidder if it so desire.
- 2.12.5** Inclusive of all associated costs and taxes, including insurance, charges for packaging, carriage, delivery to the premises, handling fees, toll fees, permits, all duties, licences and other related charges payable in respect of the goods from time to time.

2.13 COSTS

CPUT is not responsible for any costs (whether direct or indirect) incurred by a Bidder in preparing and/or submitting a bid or otherwise responding to this RFB or in any subsequent discussions or negotiations. All parties and participants must bear their own costs.

2.14 ADDITIONAL BIDDER INFORMATION

CPUT may request additional data, discussions or presentations in support of responses to this RFB. Additionally, CPUT may conduct a survey of any Bidder under consideration to confirm or clarify any information provided (including pricing) or to collect more evidence of managerial, financial and technical abilities, including but not limited to, meetings and visits to current customers served by the Bidder.

2.15 BID/ BID PROCEDURE AND INSTRUCTIONS

2.15.1 The Bidder must examine all parts of the Bid documentation including all Annexures (“the Bid documentation”).

2.15.2 CONFIDENTIALITY: All information detailed in this Bid Document is proprietary in nature and not to be divulged without written permission from Cape Peninsula University of Technology. By the same token, Cape Peninsula University of Technology will not divulge any information without the written permission of the Service Provider.

2.15.3 The delivery of one complete signed copy of the Bid documentation, of which each page must be initialed in full by the Service provider and also signed in full in the spaces as provided for.

2.15.4 VALIDITY: The Bid offer must be VAT inclusive and valid for a period of ninety (90) days from the closing date.

2.15.5 The Cape Peninsula University of Technology retains the right to award or refuse Bids in its sole discretion and the lowest or any other Bids shall not necessarily be accepted. No late Bid will be taken into consideration.

2.15.6 All Bidders will be required to complete a vendor information form detailing the organization’s complete profile for registration on CPUT Vendor list.

2.15.7 All Service providers shall be advised in writing either that their Bid has been accepted or declined, as the case may be, within a period of ninety (90) days or such extended period of time as indicated by the Cape Peninsula University of Technology to the Service provider, from the closing date of this Bid.

2.15.8 PAYMENTS: CPUT will pay the Company the Fee as set out in the final contract. No additional amounts will be payable by CPUT to the Service Provider.

The Company shall from time to time during the duration of the contract, invoice CPUT for the services rendered which will be paid 30 days after receipt of an acceptable valid statement. No payment will be made to the Company unless an invoice complying with the section 20 of VAT Act No.89 of 1991 has been submitted to CPUT.

2.15.9 The Cape Peninsula University of Technology may, before the acceptance of any Bid, determine that further terms and conditions be added to the Bid documentation which will be deemed for all purposes to form part of the Bid documentation, and should the Cape Peninsula University of Technology not reach agreement with a preferential Service provider with regard to further terms and conditions, then the Cape Peninsula University of Technology retains the right not to award the Bid to such preferential Service provider and to identify any of the other Service Providers as preferential Service Provider and to negotiate with other Service Providers with a view to awarding the Bid, whether as

explained in the Bid documentation, or with the inclusion of any further Bid conditions in the sole discretion of the Cape Peninsula University of Technology as agreed upon with such Service Provider.

2.15.10 All enquiries with regard to the Bid in terms of the Bid documentation must be addressed to the contact details as set out on the first page of this Bid document.

2.16 NEGOTIATIONS

On receipt of Bid/s from Bidders, CPUT proposes to evaluate those responses based on the requirements.

Negotiations will be conducted with a reduced number of selected Bidders which may lead to one or more contracts for the supply of the service.

CPUT reserves the right to vary, at its sole discretion, this negotiation plan at any time and does not make any undertakings in relation to entering into any contracts for the supply of goods/services.

2.17 SPECIAL CONDITIONS OF CONTRACT

2.17.1 CONTRACT COMPLETION PERIOD

The contract completion period of this Project will be a once off.

2.17.2 QUANTITY REQUIRED & PRICING

CPUT (Cape Peninsula University of Technology) reserves the right to adjust the quantity required prior to, during or after the Bid process.

If deemed necessary, CPUT (Cape Peninsula University of Technology) reserves the right to split the Bid between more than 1 (one) Bidder to ensure competitive pricing and accurately supplied specifications.

2.17.3 CONSULTANCY AGREEMENT

The successful Bidder will be required to sign a consultancy agreement as per the prior to the commencement of the Project.

2.17.4 STANDARDS

The service/s supplied will conform to the standards mentioned in the RFB Bid documents and specifications.

2.17.5 DELIVERY AND DOCUMENTS

Delivery of the service will be made by the Bidder to the Institution in accordance with the terms specified in the RFB document.

The documents to be furnished by the Bidder to the Institution are as follows:

- Bidder's invoice/completion certificate showing goods/service description, quantity, unit price and total amount.
- Inspection certificate, issued by the nominated inspection agency and the Bidder's factory inspection report.

2.17.6 SUPPLY, INSTALLATION AND COMMISSIONING

The Bidder will be responsible to supply, install and commission the item to the institution at no additional cost to the University other than the quoted price.

2.17.8 INVITATION TO BID

The Service provider/ bidders herewith, by the delivery of the originally signed bid documentation, as contemplated in the RFB for the provision of goods or services to 'the Cape Peninsula University of Technology, as defined in the Bid documentation, and further read with all the bid documentation ("the RFB documentation") and its annexures as listed in the RFB table of contents.

3. SCOPE OF WORK/SUPPLY/SPECIFICATIONS

3.1.1 INTRODUCTION

This sets out the specifications to be supplied to CPUT by the successful Bidder ("the Contractor") with whom a Contract is concluded.

3.1.2 RELEVANT CONTRACT EXPERIENCE (IF REQUESTED)

The Bidder will be responsible for submitting confirmation (if requested) regarding existing or previous contracts which are or were valid. An official letter, on an official letterhead from the Client confirming contract periods will be acceptable

Beds and mattresses specifications

BED	LENGTH	WIDTH	HEIGHT	TEXTURE
	197cm	95cm	37cm	Steel (black finish)
MATTRESS				
	188cm	91cm	15cm (thickness)	Foam (high density)

A warranty of at least 7 years on the products.
A metal plate displaying month, year and the name of the institution (i.e CPUT) on the bed (riveted or engraved).
A stitched in label showing month, year and the name of the institution (i.e CPUT) on the mattress on delivery.

Bed

1. Bed type: similar or equivalent to Mild Steel, Powder Coated (Colour - Black)
2. What is the base style: Welded Mesh with 5mm Wire Diameter
Mesh welded into an Angle Iron Frame with sides being 40*40*5mm profile
Mesh Reinforced with 2 angle iron cross members (25mm)
3. Height to top of steel bed base: 37 cm
4. Width overall: 95cm
5. Length overall: 197cm
6. Head and foot rails: Yes, Bowed Headboard Height 71cm and Bowed
7. Foot-end 51cm - tubes material to have wall thickness of at least 1.6mm.
8. Rubber Ferrules to the bottom of the legs (to protect the floor)
9. Metal plate should be 6cm *6cm

Mattress

Fire resistant material

10. Mattress type: High Density Foam, with Quilted Tape Edge Mattress (Dark colour)
11. Size of the mattress 1880*910*15cm
12. The density high quality '28' density or more
13. Label must be at least 10cm*10cm

All beds and mattresses must comply with the SABS approved standards.

4. **EVALUATION PROCESS**

For the purpose of this bid, CPUT has adopted a three (03) stage bid evaluation criteria with the minimum pre-qualification/mandatory criteria included in the RFB, which should be met by the Bidder in order for CPUT to accept an offer for evaluation. However, this bid will be evaluated on (02) stage being mandatory and the pricing.

4.1 **PRE-QUALIFICATION/MANDATORY CRITERIA – CHECKING OF DOCUMENTS**

- 4.1.1 The pre-qualification evaluation will be carried out by CPUT to determine which Bidders responses are compliant or non-compliant with the bid specifications/requirements issued.
- 4.1.2 Where there is failure to comply with the pre-qualification/mandatory criteria and/or CPUT is for any reason unable to verify whether the pre-qualification criteria are fully complied with, the proposal will be disqualified.
- 4.1.3 No points allocated for mandatory documents/mandatory requirements. **Bidders not meeting these mandatory documents/mandatory requirements will be disqualified from the bidding process.**

4.2 TECHNICAL PROPOSAL (ENVELOPE 1)

- 4.2.1 Bidders will be evaluated on mandatory requirement and no points will be allocated
- 4.2.2 Bidders not meeting those mandatory documents/mandatory requirements will be disqualified from the bidding process.

4.3 80/20 PREFERENCE POINT SYSTEM (ENVELOPE 2)

- 4.3.1 **Bids will be evaluated on the 80/20 preference** points scoring system: that is, 80 of the points awarded will be based on price, as indicated in the table below; and 20 of the points awarded will be based on B-BBEE codes system.
- 4.3.2 CPUT may request additional information, clarification or verification in respect of any information contained in or omitted from a Bidder's Bid. This information will be requested in writing.
- 4.3.3 CPUT may conduct a due diligence on any Bidder, which may include interviewing customer references or other activities to verify a Bidder's or other information and capabilities (including visiting the Bidder's various premises and/or sites to verify certain stated information or assumptions) and in these instances the Bidders will be obliged to provide CPUT with all necessary access, assistance and/or information which CPUT may reasonably request.

PRICE (80) AND B-BBEE (20) POINTS CRITERIA

POINTS	CRITERIA	DOCUMENTS REQUIRED
80	Price Points for price will be allocated in accordance with the formula.	Price schedule to be completed.
20	B-BBEE Points on B-BBEE will be allocated in accordance with the Bidders B-BBEE status.	Valid B-BBEE Certificate from SANAS, an accredited verification agency (including assessment report) or an Affidavit as per BBEE Amendment.

4.4 B-BBEE SCORE CARD

B-BBEE CONTRIBUTION LEVEL	POINTS
Level 1	20
Level 2	18
Level 3	14
Level 4	12
Level 5	8
Level 6	6
Level 7	4
Level 8	2
Lower than Level 8	0

Failure to submit a BEE Certificate will result in a zero-point allocation as far as BEE rating is concerned.

4.5 Financial Offer and Preference

Bids will be scored in respect of the financial offers made and preferences claimed, if any, in accordance with the following:-

- ◆ The total number of bid evaluation points (Tev) will be calculated in accordance with the following formula:-

$$\text{Tev} = \text{NFO} + \text{Np}$$

Where : **NFO** is the number of bid evaluation points awarded for the financial offer made in accordance with 4.3

: **Np** is the number of bid evaluation points awarded for preferences claimed in accordance with 4.3

5.1 Scoring Financial Offers

The following formula to scoring financial offers will apply:-

$$\text{NFO} = \text{W1} \times \text{A}$$

Where : **NFO** is the number of bid evaluation points awarded for the financial offer.

: **W1** is the maximum possible number of bid evaluation points awarded for the financial offer (i.e. 80 points)

: **A** is a number calculated using the following formula.

$$A = \frac{[1 - (P - P_m)]}{P_m}$$

Where : **P_m** is the comparative offer of the most favorable comparative offer.
: **P** is the comparative offer of the bid offer under consideration

SCHEDULE 01 – BBEE CERTIFICATE

Attach Valid BEE Verification Certificate (Certified copy will be accepted) to this page.

Notes to Bidder:

1. The Bidder shall attach to this form a valid original or original certified copy of the B-BBEE Verification certificate issued in accordance with the revised Notice of Clarification published in Notice 444 of 2015 of Government Gazette No.38799 on 15 May 2015 by the Department of Trade and Industry.
2. In the event of a joint venture (JV), a consolidated B-BBEE verification certificate in The name of the JV shall be attached, as well as a valid B-BBEE verification certificate for each member of the JV.
3. The attached verification certificate and the associated assessment report shall identify:
 - (a) The name and domicilium citandi et executandi of the Bidder.
 - (b) The registration and VAT number of the Bidder.
 - (c) The dates of granting of the B-BBEE score and the period of validity.
 - (d) The expiry date of the verification certificate.
 - (e) A unique identification number.
4. The Employer will not be responsible to acquire data that it needs for its own reporting systems and which may not form part of a verification agency's standard certificate format.

The Bidder, at its own cost, must acquire any missing specified data listed in 3 above from it's selected verification agency or registered auditor and has it recorded on the certificate.

Alternatively, such missing data must be supplied separately, but certified as correct by the same verification agency or registered auditor and also attached to this form.

Signed _____ Date _____

Name _____ Position _____

Bidder: _____

SCHEDULE 02 – CONTRACT OFFER

I/We.....
(Name of individual, partnership, CC or company)

Identity number:
(For individuals and partnerships only)

Registration number:.....
(For CCs and companies only)

Date of incorporation:.....
(For CCs and companies only)

Of :
.....
.....
(Business Address)

Telephone number (.....).....Work (.....).....

Carrying on business under the title of:
.....
(Name of business)

Represented by
.....
(Name of representative)

In his/her capacity as:
.....
(Capacity of representative)

Being duly authorized by a resolution of the Board of Directors / Certificate of Partnership, as the case may be, dated; a certified copy of which is attached to these documents (for companies and partnerships only).

I/We hereby offer to undertake and perform the services herein described in the RFB terms and conditions at the price quoted per annum or the stipulated period in our attached comprehensive price schedule.

I/We further accept that if, after I/We have been notified of the acceptance of my/our offer,

I/We fail to enter into a formal contract or fail to furnish any necessary documentation then CPUT reserves the right to cancel the contract and recover any damages, including but not limited to consideration which may be been paid for the execution of the work.

Signed at _____ on this _____ day of _____ 2017

WITNESSES:

1. _____

SCHEDULE 03 – FORM OF BID

1. The Bidder hereby:
 - 1.1 acknowledges that it has studied the contents of the RFB, and is fully acquainted therewith;
 - 1.2 accepts and undertakes to comply with the terms and conditions contained in the RFB;
 - 1.3 offers to execute the whole of the contract in accordance with the specifications and conditions of the RFB, at the price set out in the BoQ/Pricing Schedule to the Bidder's Bid;
 - 1.4 confirms that it has satisfied itself as to the correctness of its Bid, and that the price set out in the BoQ/Pricing Schedule covers all the work items specified in the RFB;
 - 1.5 accepts that any mistakes regarding the price set out in the BoQ/ Pricing Schedule will be binding;
 - 1.6 declares that it is in a sound financial position and has the ability to meet its obligations in respect of any resulting contract;
 - 1.7 agrees to be bound by its Bid for the period set out in the RFB from the closing date for the submission of Bids, and during which period its Bid will be irrevocable, and may be accepted by CPUT at any time before expiry of said period;
 - 1.8 declares that the information provided in its Bid is true and correct and not misleading in any material respect;
 - 1.9 acknowledges that CPUT is not bound to accept the lowest Bid it may receive;
 - 1.10 acknowledges that unless CPUT agrees otherwise in writing no Contract will be deemed to have come into force unless and until a written Contract in respect of the Goods/Services, and any agreed amendments, is signed by CPUT and the Bidder; and
 - 1.11 a Bidding contract comes to being upon the signing thereof by CPUT and the successful Bidder.
2. All correspondence in connection with this Bid will be directed to the Bidder's authorised representative, the details of whom are set out in this Bid.
3. Official proof of authorisation of the signatory to the Form of Bid, to be submitted with all the requisite documentation, is required.

SIGNED at _____ on this _____ day of _____ 20 _____.

Signed by or on behalf of **THE BIDDER**

If signed on behalf of the Bidder, the signatory hereby warrants that s(he) is duly authorised to sign this declaration on its behalf

Full Name(s) _____

Designation _____

SCHEDULE 04 - DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9) makes provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

x is the imported content in Rand

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

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

The SABS approved technical specification number SATS 1286:2011 is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp at no cost.

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

- (b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

2. Definitions

- 2.1. **“bid”** includes written price quotations, advertised competitive bids or proposals;
- 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
- 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility(close corporation, partnership or individual).
- 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

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

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

4. Does any portion of the services, works or goods offered have any imported content?

(Tick applicable box)

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

4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za.

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

5. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?
(Tick applicable box)

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

5.1. If yes, provide the following particulars:

- (a) Full name of auditor:
- (b) Practice number:
- (c) Telephone and cell number:
- (d) Email address:

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

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

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

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

IN RESPECT OF BID NO.

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

NB

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

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

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

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that:

- (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (ii) the declaration templates have been audited and certified to be correct.

(c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

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

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

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1

above and the information contained in Declaration D and E.

(d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

SCHEDULE 05 – DECLARATION OF INTEREST

1. Any legal person, excluding persons employed by Cape Peninsula University of Technology (CPUT), or persons having a kinship with persons employed by the CPUT, including a blood relationship, may make an offer or offers in terms of this invitation to Bid (includes a price Bid, advertised competitive Bid, limited Bid or proposal).

In view of possible allegations of favouritism, should the resulting Bid, or part thereof, be awarded to persons employed by the CPUT, or to persons connected with or related to them, it is required that the Bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where –

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

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

2.1 Full Name of Bidder or his or her Representative:

2.2 Identity Number:

2.3 Position occupied in the Company (director, trustee, shareholder¹):

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

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

¹ “Shareholder” means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the Bidder presently employed by the CPUT? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder / members:	
Name of CPUT Department / Division at which you / the person connected to the Bidder is employed:	
Position occupied in the CPUT institution:	

Any other particulars:

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

YES / NO

2.8.1 If yes, did you attach proof of such authority to the Bid document?
(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the Bid).

YES / NO

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

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

YES / NO

2.9.1 If so, furnish particulars:

2.10 Do you, or any person connected with the Bidder, have any relationship (family, friend, other) with a person employed by the CPUT and who may be involved with the evaluation and or adjudication of this Bid?

YES / NO

2.10.1 If so, furnish particulars:

--

2.11 Are you, or any person connected with the Bidder, aware of any relationship (family, friend, other) between any other Bidder and any person employed by the CPUT who may be involved with the evaluation and or adjudication of this Bid?

YES / NO

2.11.1 If so, furnish particulars:

--

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

YES / NO

2.12.1 If so, furnish particulars:

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

Full Name/s	Identity Number	Personal Tax Reference Number	Personnel Number

4. DECLARATION

I, THE UNDERSIGNED
(FULL NAME/S)

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

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

SIGNATURE

DATE

NAME OF BIDDER

POSITION

SCHEDULE 06 – CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Standard Bidding Document (SBD) must form part of all Bids¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive Bidding (or Bid rigging). ² Collusive Bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. The Procurement policy authorises the SCM section (which will include all persons delegated with authority in terms of the Procurement policy section (page 6 of 28)) of the CPUT to:
 - 3.1 Disregard the Bid of any Bidder if that Bidder or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - 3.2 Cancel a contract awarded to a Bidder of goods and services if the Bidder committed any corrupt or fraudulent act during the Bidding process or the execution of that contract.
4. This document serves as a declaration that would be used by institutions to ensure that, when Bids are considered, reasonable steps are taken to prevent any form of Bid rigging.
5. In order to give effect to the above, the attached must be completed and submitted with the Bid.

¹ Includes price quotations, advertised competitive Bids, limited Bids and proposals.

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

SCHEDULE 06 (Continued)

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying Bid:

--

(Bid Number and Bid Description)

in response to the invitation for the Bid made by:

CAPE PENINSULA UNIVERSITY OF TECHNOLOGY (CPUT)

(Name of Institution)

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

I certify, on behalf of:

--

that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying Bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorised by the Bidder to sign this Certificate, and to submit the accompanying Bid, on behalf of the Bidder;
4. Each person whose signature appears on the accompanying Bid has been authorised by the Bidder to determine the terms of, and to sign the Bid, on behalf of the Bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" will include any individual or organisation, other than the Bidder, whether or not affiliated with the Bidder, who:
 - 5.1 Has been requested to submit a Bid in response to this Bid invitation;
 - 5.2 Could potentially submit a Bid in response to this Bid invitation, based on their qualifications, abilities or experience; and
 - 5.3 Provides the same goods and services as the Bidder and/or is in the same line of business as the Bidder.
6. The Bidder has arrived at the accompanying Bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partner in a joint venture or consortium³ will not be construed as collusive Bidding.

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.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - 7.1 prices;
 - 7.2 Geographical area where product or service will be rendered (market allocation);

- 7.3 Methods, factors or formulas used to calculate prices;
 - 7.4 The intention or decision to submit or not to submit, a Bid;
 - 7.5 The submission of a Bid which does not meet the specifications and conditions of the Bid; or
 - 7.6 bidding with the intention not to win the Bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The, terms of the accompanying Bid have not been, and will not be, disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official Bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Bids and contracts, Bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

SIGNATURE

DATE

NAME OF BIDDER

POSITION

SCHEDULE 07 - RETURNABLES CHECKLISTS

ITEM	DESCRIPTION	INCLUDED
<u>Phase 01 - Mandatory Administrative Criteria</u>		
A	Duly completed original bid document and two copies	<input type="checkbox"/>
1	Valid Tax Clearance certificate	<input type="checkbox"/>
2	CIPC Registration Document for Companies and CCs	<input type="checkbox"/>
3	Company Profile with experiences	<input type="checkbox"/>
4	Provide at least three (03) contactable and written positive reference letters on a letter head	<input type="checkbox"/>
5	Appointment with R500 000 value	<input type="checkbox"/>
6	Catalogue	<input type="checkbox"/>
7	Local Footprint	<input type="checkbox"/>
8	SBD 6.2: Local production and content	<input type="checkbox"/>
9	Attendance register	<input type="checkbox"/>
10	Proof of payment	<input type="checkbox"/>
<u>Phase 03 - Price and BBBEE Scoring</u>		
10	BBBEE Certificate	<input type="checkbox"/>
11	Form Of Bid	<input type="checkbox"/>
<u>Other documents for Bid Evaluation</u>		
12	Contract Offer	<input type="checkbox"/>
13	Form of Bid	<input type="checkbox"/>
14	Declaration of Interest	<input type="checkbox"/>
15	Certification of independent bid determination	<input type="checkbox"/>
16	Form of Indemnity (Design Responsibility)	<input type="checkbox"/>
17	Returnable Schedule	<input type="checkbox"/>

SECTION 06

FORM OF BID

FORM OF BID (ENVELOPE 2)

APPOINTMENT OF A SUPPLIER TO SUPPLY AND DELIVER BEDS AND MATTRESSES TO VARIOUS RESIDENCES AT CPUT

Dear Sir/Madam

I/We the undersigned, are willing to contract for, perform and complete the whole of the works required to be done for the **APPOINTMENT OF A SUPPLIER TO SUPPLY AND DELIVER BEDS AND MATTRESSES TO VARIOUS RESIDENCES AT CPUT** for the sum of:

R _____

(in words) _____

_____ (including Value Added Tax) Made

up as follows:

Sub-Total		R _____
Value Added Tax (15%)		R _____
TOTAL		R _____

I/We undertake to enter into a Contract and to complete the various sections and the whole of the works within the time and under the penalties as set out in the Schedule of Quantities.

And I/We further undertake that this offer shall not be amended or withdrawn for and during forty five days from the date of which it is to be lodged and that it may be accepted at any time during the said period of forty five days.

Should I/We withdraw this bid during the said period of ninety days, or if, when notified that this bid has been accepted, I/We fail within the said period of ninety days, or such extended period as the Architect may allow, to sign a contract in terms of this bid, I/We will pay to the Employer any additional expense incurred by him in having to call for fresh bids, and/or in having to accept any less favourable bid.

The Employer does not bind himself to accept the lowest, or any, or portion of any bid, nor to give any reason for the rejection of any bid or portion of any bid.

We enclose herewith the following supporting or explanatory documents:

1.0 Catalogue _____

2.0 Other (specify)

BIDDER:

ADDRESS:

REPRESENTED BY:

SIGNATURE:

TELEPHONE No:

FAX No:

DATE:

SEALED BIDS TO BE ENDORSED :

APPOINTMENT OF A SUPPLIER TO SUPPLY AND DELIVER BEDS AND MATTRESSES TO VARIOUS RESIDENCES AT CPUT

AND TO BE DELIVERED TO THE OFFICES OF :

**CAPE PENINSULA UNIVERSITY OF TECHNOLOGY
(BELLVILLE CAMPUS) SYMPHONY WAY
NORMAN OFFICES PROCUREMENT
OFFICES**