

LA 1.1



YOU ARE HEREBY INVITED TO BID TO THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT: COMMISSION ON RESTITUTION OF LAND RIGHTS

BID NUMBER: RLCC:FS-5/2/1/2/1-2024/2025

CLOSING TIME: 11:00 a.m.

CLOSING DATE: 01 OCTOBER 2024

THE APPOINTMENT OF A SUITABLE SERVICE PROVIDER FOR ONCE OFF SUPPLY, DELIVERY AND INSTALLATION OF OFFICE FURNITURE IN THE OFFICE OF THE REGIONAL LAND CLAIMS COMMISSION: FREE STATE

BIDS RECEIVED AFTER THE CLOSING TIME AND DATE AS A RULE, WILL NOT BE ACCEPTED FOR CONSIDERATION.

1. Kindly furnish us with a bid for services shown on the attached forms.
2. Please find the Attached: LA1.1, LA1.2, LA1.3, LA1.6, LA1.7, General Contract Conditions (GCC), SBD 1, SBD 3.1, SBD 4, SBD 6.1, SBD 6.2, Local Content Annexures and Terms of Reference.
3. Bidders must ensure that they register with the National Treasury Central Supplier Database (CSD) and attach/provide the reference numbers on the SBD 1 form of the bid document.
4. The attached forms must be fully completed in detail and returned with your bid. Each bid document must be submitted in a separate sealed envelope stipulating the following information: Name and Address of the bidder, Bid number and closing date of bid. ***(failure to comply will disqualify your proposal)***

Yours faithfully

SUPPLY CHAIN MANAGEMENT
DATE: 06 SEPTEMBER 2024

LA 1.2

BID NO: RLCC:FS-5/2/1/2/1-2024/2025

THE APPOINTMENT OF A SUITABLE SERVICE PROVIDER FOR ONCE OFF SUPPLY, DELIVERY AND INSTALLATION OF OFFICE FURNITURE IN THE OFFICE OF THE REGIONAL LAND CLAIMS COMMISSION: FREE STATE

NB: THERE WILL BE A COMPULSORY BRIEFING SESSION AS FOLLOWS:

Date: 17 SEPTEMBER 2024

Time: 10:00 a.m.

Venue: Microsoft Teams

[Click here to join the meeting](#)

Meeting ID: 366 687 829 904

Passcode: NKgC3n

CLOSING DATE: 01 OCTOBER 2024 @11:00 a.m.

NB: BID ENQUIRIES:

TECHNICAL & BID RELATED ENQUIRIES EMAIL : CLCCBIDS@dalrrd.gov.za

LA 1.3

MAP TO BIDDER BOX (TENDER BOX)

BID NO:RLCC:FS-5/2/1/2/1-2024/2025 CLOSING DATE: 01 OCT 2024 AT 11:00 A.M.

YOU ARE HEREBY INVITED TO BID TO THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA (DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT)

BIDS RECEIVED AFTER THE CLOSING TIME AND DATE ARE LATE AND WILL AS A RULE NOT BE ACCEPTED FOR CONSIDERATION.

THE SBD 1 FORM MUST BE SIGNED IN THE ORIGINAL AND WITH BLACK INK

SUBMIT ALL BIDS ON THE OFFICIAL FORMS – DO NOT RETYPE.

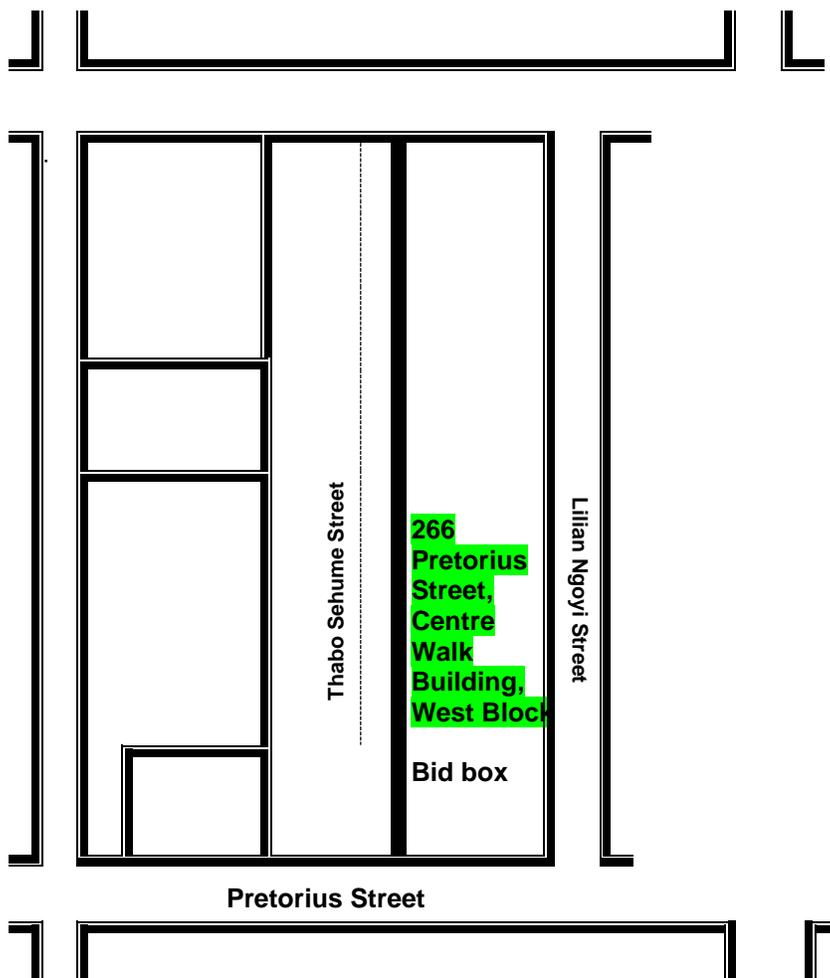
The Bid documents must be deposited in
The Bid box which is identified as the
Tender box of the

THE COMMISSION ON RESTITUTION OF LAND RIGHTS 266 PRETORIUS STREET, CENTRE WALK BUILDING, WEST BLOCK, PRETORIA, 7TH FLOOR, RECEPTION AREA, TENDER BOX.

NB: THE BID BOX OF THE COMMISSION ON RESTITUTION OF LAND RIGHTS IS OPEN ON WEEKDAYS FROM 08:00 AM – 16:30 PM

BIDDERS SHOULD ENSURE THAT BIDS ARE DELIVERED TIMEOUSLY TO THE CORRECT ADDRESS

SUBMIT EACH BID IN A SEALED ENVELOPE



BID NO: RLCC:FS-5/2/1/2/1-2024/2025

LA1.6: RESOLUTION OF BOARD OF DIRECTORS

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

(legally correct full name and registration number, if applicable, of the Enterprise)

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

- 1 The Enterprise submits a Tender to the Commission on Restitution of Land Rights in respect of the following project:

(project description as per Tender Document)

Tender Number: _____ *(Tender Number as per Tender Document)*

- 2 *Mr/Mrs/Ms: _____

in *his/her Capacity as: _____ *(Position in the Enterprise)*

and who will sign as follows: _____

be, and is hereby, authorised to sign the Tender, and any and all other documents and/or correspondence in connection with and relating to the Tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the Tender to the Enterprise mentioned above.

	Name	Capacity	Signature
1			
2			
3			
4			
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8			

Note:

- 1. * Delete which is not applicable.
- 2. **NB.** This resolution must be signed by *all* the Directors / Members / Partners of the Tendering Enterprise.
- 3. Should the number of Directors / Members / Partners exceed the space available above, additional names capacity and signatures must be supplied on a separate page.

ENTERPRISE STAMP

LA1.6 RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

(Legally correct full name and registration number, if applicable, of the Enterprise)

held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

1 The Enterprise submits a Tender, in consortium/joint venture with the following Enterprises:

(List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the consortium/joint venture)

to the Commission on Restitution of Land Rights in respect of the following project:

(Project description as per Tender Document)

Tender Number: _____ *(Tender Number as per Tender Document)*

2 *Mr/Mrs/Ms: _____

in *his/her Capacity as: _____ *(Position in the Enterprise)*

and who will sign as follows: _____

be, and is hereby, authorised to sign a consortium/joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the consortium/joint venture, in respect of the project described under item 1 above.

3 The Enterprise accept joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Commission on Restitution of Land Rights in respect of the project described under item 1 above.

4 The Enterprise choose as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Commission on Restitution of Land Rights in respect of the project under item 1 above:

Physical address: _____

_____ *(code)*

BID NO: RLCC:FS-5/2/1/2/1-2024/2025

Postal Address: _____

 _____ (code)

Telephone number: _____ (code)

Fax number: _____ (code)

	Name	Capacity	Signature
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Note:

1. * Delete which is not applicable.
2. **NB.** This resolution must be signed by *all* the Directors / Members / Partners of the Tendering Enterprise.
3. Should the number of Directors / Members / Partners exceed the space available above, additional names, capacity and signatures must be supplied on a separate page.

ENTERPRISE STAMP

LA1.6 SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the duly authorised representatives of the following legal entities who have entered into a consortium/joint venture to jointly tender for the project mentioned below: *(legally correct full names and registration numbers, if applicable, of the Enterprises forming a consortium/joint venture)*

1 _____

2 _____

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4 _____

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6 _____

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Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

- A. The above-mentioned Enterprises submit a tender in consortium/joint venture to the Commission on Restitution of Land Rights in respect of the following project:

(Project description as per Tender Document)

Tender Number: _____ *(Tender Number as per Tender Document)*

BID NO: RLCC:FS-5/2/1/2/1-2024/2025

B. Mr/Mrs/Ms: _____

in *his/her Capacity as: _____ (Position in the Enterprise)

and who will sign as follows: _____

be, and is hereby, authorised to sign the tender, and any and all other documents and/or correspondence in connection with and relating to the tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the tender to the Enterprises in consortium/joint venture mentioned above.

C. The Enterprises constituting the consortium/joint venture, notwithstanding its composition, shall conduct all business under the name and style of:

D. The Enterprises to the consortium/joint venture accept joint and several liability for the due fulfilment of the obligations of the consortium/joint venture deriving from, and in any way connected with, the Contract entered into with the Commission on Restitution of Land Rights in respect of the project described under item A above.

E. Any of the Enterprises to the consortium/joint venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Commission on Restitution of Land Rights 30 days written notice of such intention. Not with standing such decision to terminate, the Enterprises shall remain jointly and severally liable to the Department for the due fulfilment of the obligations of the consortium/joint venture as mentioned under item D above.

F. No Enterprise to the consortium/joint venture shall, without the prior written consent of the other Enterprises to the consortium/joint venture and of the Commission on Restitution of Land Rights, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the Commission on Restitution of Land Rights referred to herein.

G. The Enterprises choose as the *domicilium citandi et executandi* of the consortium/joint venture for all purposes arising from the consortium/joint venture agreement and the Contract with the Commission on Restitution of Land Rights in respect of the project under item A above:

Physical address: _____

_____ (code)

Postal Address: _____

_____ (code)

Telephone number: _____ (code)

Fax number: _____ (code)

BID NO: RLCC:FS-5/2/1/2/1-2024/2025

	Name	Capacity	Signature
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Note:

- 1 * Delete which is not applicable.
2. **NB:** This resolution must be signed by all the Duly Authorised Representatives of the Legal Entities to the consortium/joint venture submitting this tender.
3. Should the number of Duly Authorised Representatives of the Legal Entities joining forces in this tender exceed the space available above, additional names, capacity and signatures must be supplied on a separate page.
4. Resolutions, duly completed and signed, from the separate Enterprises who participate in this consortium/joint venture must be attached to the Special Resolution.

LA1.7 AUTHORITY OF SIGNATORY

Signatories for companies, closed corporations and partnerships must establish their authority **BY ATTACHING TO THIS FORM, ON THEIR ORGANISATIONS'S LETTERHEAD STATIONERY**, a copy of the relevant resolution by their Board of Directors, Members or Partners, duly signed and dated.

An **EXAMPLE** is shown below for a COMPANY:

<h1>MABEL HOUSE (Pty) Ltd</h1>	
<p>By resolution of the Board of Directors taken on <i>20 May 2000</i>,</p>	
<p><i>MR A.F JONES</i></p>	
<p>has been duly authorised to sign all documents in connection with</p>	
<p>Contract no RDLR-0002(2012/2013), and any contract which may arise there from,</p>	
<p>on behalf of <i>Mabel House (Pty) Ltd</i>.</p>	
SIGNED ON BEHALF OF THE COMPANY:	(Signature of Managing Director)
IN HIS CAPACITY AS:	Managing Director
DATE:	20 May 2000
SIGNATURE OF SIGNATORY:	(Signature of <i>A.F Jones</i>)
<p>As witnesses:</p>	
1.
2.

Signature of person authorised to sign the tender:

Date:

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

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.

TABLE OF CLAUSES

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7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
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14. Spare parts
15. Warranty
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17. Prices
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22. Penalties
23. Termination for default
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27. Settlement of disputes
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32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
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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 security

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

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

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

13. Incidental services

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

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

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

14. Spare parts

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

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

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

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

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

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

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

22. Penalties

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

23. Termination for default

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

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

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

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

se, 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 postings 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

(b) aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise

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.

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (COMMISSION ON RESTITUTION OF LAND RIGHTS)					
BID NUMBER:	RLCC:FS-5/2/1/2024/2025	CLOSING DATE:	01 OCTOBER 2024	CLOSING TIME:	11:00 a.m.
DESCRIPTION	THE APPOINTMENT OF A SUITABLE SERVICE PROVIDER FOR ONCE OFF SUPPLY, DELIVERY AND INSTALLATION OF OFFICE FURNITURE IN THE OFFICE OF THE REGIONAL LAND CLAIMS COMMISSION: FREE STATE				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT					
The Commission on Restitution of Land Rights, 266 Pretorius Street, Centre Walk Building, West Block. 7 TH Floor Reception.					
Pretoria,0001					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
E-MAIL ADDRESS	CLCCBIDS@dalrrd.gov.za		E-MAIL ADDRESS	CLCCBIDS@dalrrd.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
POINTS FOR SPECIFIC GOALS [TICK APPLICABLE BOX]	Who had no franchise in national elections before the 1983 and 1993 Constitution? <input type="checkbox"/> Yes <input type="checkbox"/> No	Who is female <input type="checkbox"/> Yes <input type="checkbox"/> No	Who has a disability <input type="checkbox"/> Yes <input type="checkbox"/> No	Specific goal: Youth <input type="checkbox"/> Yes <input type="checkbox"/> No	Specific goal: Locality Promotion of South African owned enterprises. <input type="checkbox"/> Yes <input type="checkbox"/> No
POINTS WILL BE AWARDED FOR SPECIFIC GOALS AS PER SBD 6.1 – PROOF MUST BE SUBMITTED IN ORDER TO QUALIFY FOR SPECIFIC GOALS					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

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 5 of 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, 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:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)

DATE:

**PRICING SCHEDULE – FIRM PRICES
(PURCHASES)**

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

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

Name of bidder.....	Bid number: RLCC:FS-5/2/1/2/1-2024/2025
Closing Time: 11:00 a.m.	Closing date: 01 OCTOBER 2024

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
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TOTAL BID PRICE (INCLUSIVE OF 15% VAT) R.....

NO	DESCRIPTION	QTY	COST PER UNIT	TOTAL COST (Excluding 15% VAT)
1.	D-shape desk stained mahogany veneer 2400 x 1200mm	1	R	R
2.	Pedenza stained mahogany veneer 2400 x 600mm	1	R	R
3.	Free standing Extension stained mahogany veneer 2000 x 600mm	1	R	R
4.	Modular top unit stained mahogany veneer 1200 x 800 x 350mm	1	R	R
5.	Executive office chair genuine black leather	1	R	R
6.	Visitors genuine black leather	8	R	R
7.	Cocktail unit with shelves and mini bar fridge unit stained mahogany veneer 1800 x 900 x 600mm	1	R	R
8.	6 Seater round conference table 1500 x 1500 x 800mm	1	R	R
9.	Executive coat and hat stained mahogany veneer 18.5"x18.5"x 70.5"	1	R	R
10.	Desk with L-extension stained	2	R	R

NO	DESCRIPTION	QTY	COST PER UNIT	TOTAL COST (Excluding 15% VAT)
	mahogany veneer 2200 x 2000mm			
11.	Free standing extension stained mahogany veneer 2000 x 600mm	2	R	R
12.	Wall unit with 4 shelves stained mahogany veneer 2000 x 1800 x 450mm	2	R	R
13.	Hinged door cabinet stained mahogany veneer 1500 x 900mm	2	R	R
14.	Cocktail unit with shelves stained mahogany veneer 1800 x 900 x 600mm	2	R	R
15.	Ergonomic high back office chair	2	R	R
16.	Visitors Chair	12	R	R
17.	4 Seater round conference table stained mahogany veneer 1200 x 1200 x 800mm	2	R	R
18.	Executive coat and hat stained mahogany veneer 18.5"x18.5"x 70.5"	2	R	R
19.	Desk 2000 x 2000mm with desk height pedestal 1200 x 600mm	5	R	R
20.	Wall unit stained mahogany veneer 1500 x 900 x 600mm	5	R	R
21.	Hinged doors and 4 drawers pedenza stained mahogany veneer 1350 x 600mm	5	R	R
22.	Ergonomic high back office chairs	5	R	R
23.	Visitors chair	10	R	R
24.	Filing cabinets with 4 drawers stained mahogany veneer	5	R	R
25.	Executive coat and hat stained mahogany veneer 18.5"x18.5"x 70.5"	5	R	R
26.	D-shape desk with barrels leg stained mahogany veneer 1800 x 1000mm	6	R	R
27.	Roller door, 4 drawer pedenza with pen and pencil tray and central locking stained mahogany veneer 1350 x 600mm	6	R	R

NO	DESCRIPTION	QTY	COST PER UNIT	TOTAL COST (Excluding 15% VAT)
28.	Ergonomic high back office chair	6	R	R
29.	Visitors chairs	12	R	R
30.	Hinged doors cupboard stained mahogany veneer 1500 x 1200mm	6	R	R
31.	Filing cabinets with 4 drawers stained mahogany veneer 1350 x 600mm	6	R	R
32.	Desk with panel legs stained cherry veneer 1600x 1000mm	6	R	R
33.	Roller door credenza stained cherry veneer 1250 x 650mm	6	R	R
34.	Hinged door cupboard with 4 shelves stained cherry veneer 1500 x 1200mm	6	R	R
35.	Ergonomic high back office chairs	6	R	R
36.	Visitors chair	12	R	R
37.	Desk: LHS/RHS drawers on RHS/LHS stained cherry veneer 1600 X 1000mm	3	R	R
38.	Roller door credenza stained cherry veneer 1250 x 650mm	3	R	R
39.	Hinged door cupboard with 4 shelves stained cherry veneer 1350 x 600mm	3	R	R
40.	Ergonomic high back office chairs	3	R	R
41.	Visitors Chair	6	R	R
42.	Desk with panel legs stained cherry veneer 1400 x 80mm	9	R	R
43.	Desk: LHS/RHS drawers on RHS/LHS stained cherry veneer 1600 X 1000mm	2	R	R
44.	Hinged door cupboard with 4 shelves stained cherry veneer 1500 x 600mm	11	R	R
45.	Ergonomic high back office chairs	11	R	R
46.	Visitors chair	11	R	R

47.	Installation of furniture		R	R
48.	Delivery of furniture		R	R
	Sub-total (Excluding 15% VAT)			R
	15% VAT			R
	Total(15% VAT Inclusive)			R

NB: Failure to fully complete the SBD3.3 will render your proposal regarded as non-responsive.

NB: All prices must include assemble/installation cost.

NB: The commission will process invoice payments upon the successful completion of the abovementioned deliverables in line with the signed service level agreement(SLA)

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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.

BID NO: RLCC:FS-5/2/1/2/1-2024/2025

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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 consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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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SBD4

- 3.5 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.

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature	Date
.....
Position	Name of bidder

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

BID PROCESS (EQUAL OR BELOW R 50 MILLION)

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

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

1. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of tender invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions;
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000); and
- (f) "Historically Disadvantaged individuals" means a person historically disadvantaged by unfair discrimination on the basis of race: Provided that a person historically disadvantaged on the basis of race refers to Africans, Coloureds, Indians and people of Chinese descent who are South African citizens by birth or descent; or who became citizens of the Republic of South Africa by Naturalisation -
 - Before 27 April 1994; or
 - On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date.

2. GENERAL CONDITIONS

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

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

2.2 To be completed by the organ of state

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

- (a) Price; and
- (b) Specific Goals.

2.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

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

2.6 Tenderers that fail to claim points for specific goals or that fail to fully complete the table in paragraph 2.12 below, will not be awarded points for specific goals.

2.7 Tenderers that make a calculation error when claiming points as per the table in paragraph 2.12 below, will not be awarded points for specific goals. Please take note of the examples on how to calculate points for specific goals as per paragraph 2.12 below.

2.8 Tenderers that fail to submit the correct SBD 6.1 form as issued by the Department of Agriculture, Land Reform and Rural Development, will not be awarded points for specific goals.

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

2.10 Tenderers who wish to claim points in terms of the table in paragraph 2.12 below need to provide proof for each point claimed as guided below:

2.10.1 Historically Disadvantaged individuals (HDI):

- **Attach a copy of Identity Document (ID) and company registration document.**

2.10.2 Who is female:

- **Attach a copy of Identity Document (ID) and company registration document.**

2.10.3 Who has a disability:

- **Attach a certified copy or original doctor's letter confirming the disability.**

2.10.4 Who is youth (a person that is not older than 35 years on the closing date of a bid):

- **Attach a copy of Identity Document (ID) and company registration document.**

2.11 The Department will use the Central Supplier Database and documents submitted by the tenderer to verify the points claimed for specific goals.

2.12 **Specific goals for the tender and points claimed are indicated per the table below.**

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Percentage ownership equity (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
I. HDI	8		
II. Who is female	5		
III. Who has a disability	2		
IV. Specific goal: Who is youth	2		
V. Specific goal: Locality	3		

The number of points claimed for specific goals, are calculated as follow:

- (I) A maximum of 8 points may be allocated to tenderers who had no franchise in national elections before the 1983 and 1993 Constitution, on the following basis:
 - **Percentage ownership equity** x 8 ÷ 100 = number of points claimed.
- (II) A maximum of 5 points may be allocated for to tenderers who is female, on the following basis:
 - **Percentage ownership equity** x 5 ÷ 100 = number of points claimed.
- (III) A maximum of 2 points may be allocated to tenderers who has a disability, on the following basis:
 - **Percentage ownership equity** x 2 ÷ 100 = number of points claimed.
- (IV) A maximum of 2 points may be allocated to tenderers who are youth, on the following basis:
 - **Percentage ownership equity** x 2 ÷ 100 = number of points claimed.
- (V) A maximum of 3 points may be allocated to tenderers for locality, on the following basis:
 - **Percentage ownership equity** x 3 ÷ 100 = number of points claimed.

2.13 It is important to note that failure by a tenderer to complete the table in paragraph 2.12 in full, will result in points for specific goals not to be allocated.

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in the table in paragraph 2.12 above as may be supported by proof/documentation stated in the conditions of this tender.

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

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

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

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

4.3 A consortium or joint venture may, based on the percentage of the contract value managed or executed by their members, be entitled to claim points in respect of specific contract participation goals.

4.4 A tenderer will not be awarded points for HDI if it is indicated in the tender documents that such a tenderer intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for the same number or more points for equity ownership.

4.5 A tenderer awarded a contract as a result of preference for contracting with, or providing equity ownership to a HDI, may not subcontract more than 25% of the value of the contract to a tenderer who is not a HDI or does not qualify for the same number or more preference for equity ownership.

5. SUB-CONTRACTING

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

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

5.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted: %
- ii) The name of the sub-contractor:
- iii) Points claimed for HDI by the sub-contractor:

6. DECLARATION WITH REGARD TO COMPANY/FIRM

6.1. Name of company/firm:

6.2. Company registration number:

6.3. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
- (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

..... SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:
DATE:
ADDRESS:

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

1. General Conditions

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

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

Where

- x is the imported content in Rand
y is the bid price in Rand excluding value added tax (VAT)

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

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

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annexure C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;
2. **The stipulated minimum threshold(s) for local production and content (refer to Annexure 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>
_____	_____ %
_____	_____ %
_____	_____ %

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

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

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

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

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

IN RESPECT OF BID NO.

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

.....

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

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

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

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

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

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

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017

promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Annex E

Local Content Declaration - Supporting Schedule to Annex C

<i>(E1)</i>	Tender No.	RLCC:FS-5/2/1/2/1-2024/2025
<i>(E2)</i>	Tender description:	SUPPLY, DELIVERY AND INSTALLATION OF OFFICE FURNITURE
<i>(E3)</i>	Designated products:	FURNITURE PRODUCT
<i>(E4)</i>	Tender Authority:	RLCC:FS
<i>(E5)</i>	Tendering Entity name:	

Note: VAT to be excluded from all calculations

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	<i>(E6)</i>	<i>(E7)</i>	<i>(E8)</i>
<i>(E9)</i> Total local products (Goods, Services and Works)			R 0

(E10) **Manpower costs** (Tenderer's manpower cost) R 0

(E11) **Factory overheads** (Rental, depreciation & amortisation, utility costs, consumables etc.) R 0

(E12) **Administration overheads and mark-up** (Marketing, insurance, financing, interest etc.) R 0

***(E13)* Total local content** R 0

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date: _____



OFFICE OF THE CHIEF LAND CLAIMS COMMISSIONER

Centre Walk building, Cnr Pretorius and Thabo Sehume Street, Pretoria, 0001 | Private Bag X833, Pretoria, 0001

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SUITABLE SERVICE PROVIDER FOR ONCE-OFF SUPPLY, DELIVERY AND INSTALLATION OF OFFICE FURNITURE IN THE OFFICE OF THE REGIONAL LAND CLAIMS COMMISSION: FREE STATE.

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11. Validity Period
12. Terms and Conditions
13. Briefing Session and Submission Details
14. Delivery Address
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TERMS OF REFERENCE FOR THE APPOINTMENT OF A SUITABLE SERVICE PROVIDER FOR ONCE-OFF SUPPLY, DELIVERY AND INSTALLATION OF OFFICE FURNITURE IN THE OFFICE OF THE REGIONAL LAND CLAIMS COMMISSION: FREE STATE.

1. OBJECTIVE

1.1 The objective of the specifications is to appoint a suitable service provider for the once-off supply, delivery, and installation of office furniture in the office of the Regional Land Claims Commission: Free State

2. BACKGROUND

2.1 The Regional Land Claims Commission Free State office has taken a resolution to replace the furniture as it is no longer in a good state.

2.2 The furniture at the Free State office is obsolete and most of it not in a usable state.

3. SCOPE OF WORK

The service provider will be required to supply, deliver, and install office furniture in accordance with the specifications mentioned below:

ITEM #	QTY	DESCRIPTION	%Local Content (minimum)	Please indicate with an "X" whether the offer complies with the requirements		
				YES	NO	COMMENT
1		CHIEF DIRECTOR: EXECUTIVE FURNITURE				
1.1	1	D-Shape desk -2400 x 1200mm with half round column solid and curved modesty panel legs with black inlay. (70mm Solid top thickness), 90° Link (Free standing extension). 65mm Solid Edge Top. Central Locking. Stained mahogany Veneer. Self-closing runners, silver handles & Central locking. The main desk flush table mount power/data connectors to be installed on the surface of the workstations indicated- silver /Titanium in colour, Unit to include 1XStd 3 pin/1X3 pin dedicated/1X 2 pin /2 x Bezels. supplier to determine size and position	85%			
1.2	1	Pedenza -2400 x 600mm roller door, 4 drawer with pen and pencil tray and central locking silver roller door and drawers (shelf 100 x 600) Stained mahogany veneer (to be linked to the table)	85%			

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SUITABLE SERVICE PROVIDER FOR ONCE-OFF SUPPLY, DELIVERY AND INSTALLATION OF OFFICE FURNITURE IN THE OFFICE OF THE REGIONAL LAND CLAIMS COMMISSION: FREE STATE.

1.3	1	Free Standing Extension - 2000 x 600mm stained mahogany veneer	85%			
1.4	1	Modular Top Unit -1200 x 800 x 350mm with glass doors. Stained mahogany veneer	85%			
1.5	1	Executive Office Chair <ul style="list-style-type: none"> • Genuine Leather • Wooden armrests • Wood 700mm diam base • Swivel & tilt mechanism • 1 Position lock • Gas height adjuster • Weight capacity 180kg 	65%			
1.6	8	Visitors Chair <ul style="list-style-type: none"> • Black Genuine Leather • Wooden Upholstered Arms • Black Powder Coated • Sleigh Base • Weight Restriction 180kg 	70%			
1.7	1	Cocktail Unit with shelves and mini bar fridge unit - 1800 x 900 x 600 mm. Stained mahogany veneer	100%			
1.8	1	6 Seater round conference table -1500(L) X1500 (W) X 800(H) mm with barrel leg. 80mm Solid top thickness. Stained mahogany veneer. (must match the main table)	85%			
1.9	1	Executive coat and hat stand with brass hooks Dimension: 18.5"D x 18.5"W x 70.5"H (wood). Stained mahogany veneer	85%			

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SUITABLE SERVICE PROVIDER FOR ONCE-OFF SUPPLY, DELIVERY AND INSTALLATION OF OFFICE FURNITURE IN THE OFFICE OF THE REGIONAL LAND CLAIMS COMMISSION: FREE STATE.



features:
65mm Solid Edge Top
Stained Mahogany
Central Locking

a. deSk
2400 x 1200mm
D-Shape Desk with
Half Round Column Leg

b. rear table
2400 x 600mm

c. pedenZa
3 Drawer + Deep Filer
with Roller Door Cupboard

d. free Standing extenSion
1200 x 600mm

e. modular top unit
2 x 1200 x 800 x 350mm
Top Unit with Glass Doors
1 x 1200 x 800 x 350mm
Top Unit with Open Shelves



TERMS OF REFERENCE FOR THE APPOINTMENT OF A SUITABLE SERVICE PROVIDER FOR ONCE-OFF SUPPLY, DELIVERY AND INSTALLATION OF OFFICE FURNITURE IN THE OFFICE OF THE REGIONAL LAND CLAIMS COMMISSION: FREE STATE.

ITEM #	QTY	DESCRIPTION	%Local Content (minimum)	Please indicate with an "X" whether the offer complies with the requirements		
				YES	NO	COMMENT
2		DIRECTOR: FURNITURE				
2.1	2	Desk- 2200 x 2000mm raised top with inlay + L-extension with integrated cocktail unit and shelves 65mm Top Thickness Black Inlay Raised Top Moulded Bottom Solid Edge Profile Self-Closing Runners Central Locking Stained Mahogany veneer The main desk flush table mount power/data connectors to be installed on the surface of the workstations indicated- silver /Titanium in colour, Unit to include 1XStd 3 pin/1X3 pin dedicated/1X 2 pin /2 x Bezels. supplier to determine size and position	85%			
2.2	2	Free Standing Extension -2000 x 600mm.Stained mahogany veneer	85%			
2.3	2	Wall unit with 4 shelves - 2000 x 1800 x 450mm Stained mahogany veneer	85%			
2.4	2	Hinged Door Cabinet with 4 shelves -1500 x 900mm. Stained mahogany veneer	100%			
2.5	2	Cocktail Unit with shelves -1800x 900x600mm. Stained mahogany veneer	85%			
2.6	2	Ergonomic High Back Office Chair – Black <ul style="list-style-type: none"> • Height adjustable headrest • Mesh backrest and upholstered seat • Height adjustable seat • Backrest: adjustable for height and lumbar depth • Armrest: adjustable for height and swivel angle • Mechanism: adjustable tilt tension and tilt lock control 	65%			

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SUITABLE SERVICE PROVIDER FOR ONCE-OFF SUPPLY, DELIVERY AND INSTALLATION OF OFFICE FURNITURE IN THE OFFICE OF THE REGIONAL LAND CLAIMS COMMISSION: FREE STATE.

		<ul style="list-style-type: none"> • Black Nylon Dual-Wheel Castors • Aluminium base • Recline-glide motion • Donati Synchro mechanism • 100% recyclable components • BIFMA Level 3 gas lift • Weight capacity 120kg 				
2.7	12	<p>Visitors Chair</p> <ul style="list-style-type: none"> • Black powder coated sleigh base • Adjustable lumber support • Adjustable PU armrests • Non-woven mesh back and woven mesh seat • Weight capacity up to 150kg 	70%			
2.8	2	<p>4 Seater round conference table 1200 (L) X1200 (W)X 800(H) with barrel legs. 80mm Solid top thickness Stained mahogany veneer leg(must match the main table)</p>	85%			
2.9	2	<p>Executive coat and hat stand with brass hooks Dimension: 18.5"D x 18.5"W x 70.5"H (wood). Stained mahogany veneer</p>	85%			

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SUITABLE SERVICE PROVIDER FOR ONCE-OFF SUPPLY, DELIVERY AND INSTALLATION OF OFFICE FURNITURE IN THE OFFICE OF THE REGIONAL LAND CLAIMS COMMISSION: FREE STATE.



FEATURES:
32mm Top Thickness
Black Inlay
Raised Top
Moulded Bottom
Solid Edge Profile
Self Closing Runners
Central Locking



EXECUTIVE DESK
2200 x 2000mm
Raised Top with Inlay
+ L-Extension with Integrated Cocktail Unit

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SUITABLE SERVICE PROVIDER FOR ONCE-OFF SUPPLY, DELIVERY AND INSTALLATION OF OFFICE FURNITURE IN THE OFFICE OF THE REGIONAL LAND CLAIMS COMMISSION: FREE STATE.

ITEM #	QTY	DESCRIPTION	%Local Content (minimum)	Please indicate with an "X" whether the offer complies with the requirements		
				YES	NO	COMMENT
3		DEPUTY DIRECTORS: FURNITURE				
3.1	5	Desk -2000 x 2000mm 50mm Tops Solid Edge Profile Stained mahogany Veneer Self-Closing Runners Central Locking Desk height pedestal 4 Drawer side extension 1200 x 600mm CPU Unit Sliding Door + Integrated Cocktail Unit The main desk flush table mount power/data connectors to be installed on the surface of the workstations indicated- silver /Titanium in colour, Unit to include 1XStd 3 pin/1X3 pin dedicated/1X 2 pin /2 x Bezels. supplier to determine size and position.	85%			
3.3	5	Wall unit-1500 x 900 x 600mm 3 Doors – (Base Unit) 1500 x 1200 x 350mm 2 Glass Doors & Open Shelves – (Top Unit) Stained mahogany veneer	100%			
3.4	5	Hinged doors and 4 drawer pedenza with pen and pencil tray and central locking -1350 x 600mm (to be linked to the table) (Sliding door credenza with shelf 100 x 600) Stained mahogany veneer	85%			
3.5	5	Ergonomic High Back Office Chair <ul style="list-style-type: none"> • Height adjustable lumbar support • Height adjustable armrest • Seat depth: adjustable for a range of 60mm • Fabric upholstery • Polyurethane foam • Aluminium base 	65%			

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SUITABLE SERVICE PROVIDER FOR ONCE-OFF SUPPLY, DELIVERY AND INSTALLATION OF OFFICE FURNITURE IN THE OFFICE OF THE REGIONAL LAND CLAIMS COMMISSION: FREE STATE.

		<ul style="list-style-type: none"> • Black Nylon Dual-Wheel Castors • Donati Synchro mechanism • Auto-adjusts recline resistance according to user weight • 100% recyclable components • BIFMA Level 3 gas lift • Weight capacity 120kg 				
3.6	10	Visitors Chair <ul style="list-style-type: none"> • PU 3-way adjustable arms • Adjustable lumbar support • Sleigh base • Upholstered Class 2 • Weight capacity 150kg 	70%			
3.7	5	Filling cabinets with 4 drawers - 1350 x 600. Stained mahogany veneer	100%			
3.8	5	Executive coat and hat stand with brass hooks Dimension: 18.5"D x 18.5"W x 70.5"H (wood) Stained mahogany veneer.	85%			

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SUITABLE SERVICE PROVIDER FOR ONCE-OFF SUPPLY, DELIVERY AND INSTALLATION OF OFFICE FURNITURE IN THE OFFICE OF THE REGIONAL LAND CLAIMS COMMISSION: FREE STATE.



A. DESK
2000 x 2000mm

B. DESK HEIGHT PEDESTAL
4 Drawer

C. SIDE EXTENSION
1200 x 600mm
CPU Unit Sliding Door
+ Integrated Cocktail Unit

D. WALL UNIT
1500 x 900 x 600mm
3 Doors - (Base Unit)
1500 x 1200 x 350mm
2 Glass Doors & Open
Shelves - (Top Unit)



FEATURES:
50mm Tops
Solid Edge Profile
Stained Mahogany Veneer
Self Closing Runners
Central Locking



TERMS OF REFERENCE FOR THE APPOINTMENT OF A SUITABLE SERVICE PROVIDER FOR ONCE-OFF SUPPLY, DELIVERY AND INSTALLATION OF OFFICE FURNITURE IN THE OFFICE OF THE REGIONAL LAND CLAIMS COMMISSION: FREE STATE.

ITEM #	QTY	DESCRIPTION	%Local Content (minimum)	Please indicate with an "X" whether the offer complies with the requirements		
				YES	NO	COMMENT
4		ASSISTANT DIRECTORS & COORDINATORS: FURNITURE				
4.1	6	D-Shape desk with Barrel leg -1800 x 1000 Stained mahogany veneer Features: Solid edge profile Perforated panel 50mm Solid top thickness The main desk flush table mount power/data connectors to be installed on the surface of the workstations indicated- silver /Titanium in colour, Unit to include 1XStd 3 pin/1X3 pin dedicated/1X 2 pin /2 x Bezels. supplier to determine size and position	85%			
4.2	6	Roller door ,4 drawer pedenza with pen and pencil tray and central locking- 1350 x 600mm Stained mahogany veneer (to be linked to the table) (Sliding door credenza with shelf 100 x 600)	85%			
4.3	6	Ergonomic High Back Office Chair <ul style="list-style-type: none"> • Auto-weight sensing tilt tension • Lumbar support pad • 3-Way adjustable armrest • Adjustable backrest • Mesh back • Height adjustable headrest with free-tilting support • Sliding Seat • Black seat • Black Nylon Dual-Wheel Castors • Multi-position lock (3 position) • Donati Synchro Mechanism • 100% recyclable aluminium base • BIFMA Level 3 gas lift • Weight capacity 150kg 	65%			

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SUITABLE SERVICE PROVIDER FOR ONCE-OFF SUPPLY, DELIVERY AND INSTALLATION OF OFFICE FURNITURE IN THE OFFICE OF THE REGIONAL LAND CLAIMS COMMISSION: FREE STATE.

4.4	12	Visitors Chair <ul style="list-style-type: none"> • PU 3-way adjustable arms • Adjustable lumbar support • Black seat • Upholstered Class 2 • Sleigh base • Weight capacity 150kg 	70%			
4.4	6	Hinged doors cupboard with 4 shelves -1500 x 1200mm Stained mahogany veneer	100%			
4.5	6	Filling cabinets with 4 drawers -1350 x 600 Stained mahogany veneer	100%			



TERMS OF REFERENCE FOR THE APPOINTMENT OF A SUITABLE SERVICE PROVIDER FOR ONCE-OFF SUPPLY, DELIVERY AND INSTALLATION OF OFFICE FURNITURE IN THE OFFICE OF THE REGIONAL LAND CLAIMS COMMISSION: FREE STATE.

ITEM #	QTY	DESCRIPTION	%Local Content (minimum)	Please indicate with an "X" whether the offer complies with the requirements		
				YES	NO	COMMENT
5		SENIOR PROJECT OFFICERS AND ADMIN OFFICER: FURNITURE				
5.1	6	Desk- 1600cm (L) x 1000 (w) 22mm to- with panel legs & modesty panel left hand. Stained cherry veneer. The main desk flush table mount power/data connectors to be installed on the surface of the workstations indicated- silver /Titanium in colour, Unit to include 1XStd 3 pin/1X3 pin dedicated/1X 2 pin /2 x Bezels. supplier to determine size and position.	85%			
5.2	6	Roller Door Credenza - 1250 x 650 with shelves with silver sliding roller door. Stained cherry veneer (to be linked to the table)	85%			
5.3	6	Hinged door cupboard 4 shelves- 1500 x 1200mm stained cherry veneer	100%			
5.4	6	Ergonomic High Back Office Chair <ul style="list-style-type: none"> • Height adjustable headrest with a 45mm height range • Adjustable lumbar support • Mesh back • Fibre-reinforced polyamide V base • 3 position tilt lock • Pneumatic seat height auto weight-sensing tilt tension • 3-way adjustable armrest • 3 angular positions arm pad • Donati synchro mechanism • 100% recyclable components • BIFMA Level 4 gas lift • Weight capacity 120kg 	65%			

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5.5	12	<p>Visitors Chair</p> <ul style="list-style-type: none"> • Black mesh back and seat • PP T-arms • Black powder coated sleigh base • Memory foam • Lumbar support • Weight capacity 100kg 	70%			
6		SENIOR SECRETARIES				
6.1	3	<p>Desk – LHS / RHS – Drawers on RHS / LHS - 1600cm (L) X 1000 (W) stained cherry veneer.32mm Solid top thickness . The main desk flush table mount power/data connectors to be installed on the surface of the workstations indicated- silver /Titanium in colour, Unit to include 1XStd 3 pin/1X3 pin dedicated/1X 2 pin /2 x Bezels. supplier to determine size and position</p>	85%			
6.2	3	<p>Roller Door Credenza -1250 x 650 with shelves with silver sliding roller door stained cherry veneer (to be linked to the table)</p>	85%			
6.3	3	<p>Hinged door cupboard with 4 shelves -1500 x 1200mm stained cherry veneer</p>	100%			
6.4	3	<p>Filling cabinets with 4 drawers -1350 x 600 stained cherry veneer</p>	100%			
7.2	3	<p>Ergonomic High Back Office Chair</p> <ul style="list-style-type: none"> • Height adjustable headrest with a 45mm height range • Adjustable lumbar support • Mesh back • Fibre-reinforced polyamide V base • 3 position tilt lock • Pneumatic seat height auto weight-sensing tilt tension 	65%			

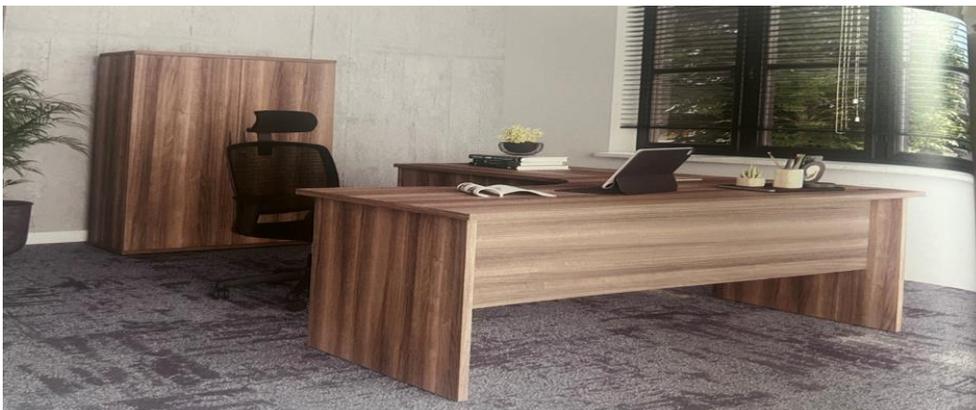
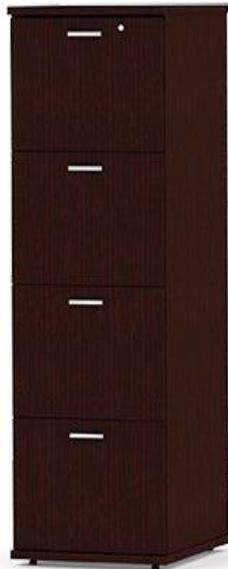
TERMS OF REFERENCE FOR THE APPOINTMENT OF A SUITABLE SERVICE PROVIDER FOR ONCE-OFF SUPPLY, DELIVERY AND INSTALLATION OF OFFICE FURNITURE IN THE OFFICE OF THE REGIONAL LAND CLAIMS COMMISSION: FREE STATE.

		<ul style="list-style-type: none"> • 3-way adjustable armrest • 3 angular positions arm pad • Donati synchro mechanism • 100% recyclable components • BIFMA Level 4 gas lift • Weight capacity 120kg 				
7.3	6	Visitors Chair <ul style="list-style-type: none"> • Black mesh back • PP T-arms • Black powder coated sleigh base • Memory foam • Lumbar support • Sleigh base • Weight capacity 150kg 	70%			
8		REGISTRY CLERKS, DATA CAPTURERS, ACCOUNTING CLERKS AND MESSENGER DRIVER				
8.1	9	Desk -1400cm (L) x 80cm(w) 22mm panel legs & modesty panel left hand . Stained cherry veneer.32mm Solid top thickness . The main desk flush table mount power/data connectors to be installed on the surface of the workstations indicated- silver /Titanium in colour, Unit to include 1XStd 3 pin/1X3 pin dedicated/1X 2 pin /2 x Bezels. supplier to determine size and position.	85%			
	2	Desk – LHS / RHS – Drawers on RHS / LHS - 1600cm (L) X 1000 (W) stained cherry veneer.32mm Solid top thickness . The main desk flush table mount power/data connectors to be installed on the surface of the workstations indicated- silver /Titanium in colour, Unit to include 1XStd 3 pin/1X3 pin dedicated/1X 2 pin /2 x Bezels. supplier to determine size and position.	85%			

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8.2	11	Hinged door cupboard 4 shelves- 1500 x 1200mm stained cherry veneer	100%			
8.3	11	Ergonomic High Back Office Chair <ul style="list-style-type: none"> • Height adjustable headrest with a 45mm height range • Adjustable lumbar support • Mesh back • Black seat • Fibre-reinforced polyamide V base • 3 position tilt lock • Pneumatic seat height auto weight-sensing tilt tension • 3-way adjustable armrest • 3 angular positions arm pad • Donati synchro mechanism • 100% recyclable components • BIFMA Level 4 gas lift • Weight capacity 120kg 	65%			
8.4	11	Visitors Chair <ul style="list-style-type: none"> • Black mesh back and seat • PP T-arms • Black powder coated sleigh base • Memory foam • Lumbar support • Weight capacity 100kg 	70%			

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A

A. WALL UNIT

2000 x 1800 x 450mm
 2 Solid + 2 Glass Doors/ or
 4 Shelves



B

B. HINGE DOOR CABINET

1500 x 900mm
 Pull-Out Cradle
 Metal Shelf



C

C. ROLLER DOOR CABINET

1200 x 1500mm
 Pull-Out Cradle
 Metal Shelf



D

D. WALL UNIT (1,5 X 2,1M)

1500 x 900 x 600mm
 3 Doors - (Base Unit)
 1500 x 1200 x 350mm
 2 Glass Doors & Open
 Shelves - (Top Unit)

E. COCKTAIL UNIT

1800 x 900 x 600mm
 with Shelves



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4. LOCAL CONTENT

- In terms of Regulation 8(1) of the PPPFA regulation 2017, the Department of trade and Industry has identified designated sectors, where in the award of bids local production and content is of critical importance. To this effect a minimum threshold percentage for local production and content for the sector has been determined.
- Tenderers must therefore take cognizance of the fact that bids will be evaluated in terms of the minimum threshold % local content and production and only bids which adhere to this requirement will be further evaluated.

Furniture

Office	85%
Wood filing cabinet	100%
School	100%
Base and Mattress	90%

5. PROPOSAL REQUIREMENTS

- Proposed delivery schedule.
- A contingency plan that stipulates actions to be taken if any activity detailed in the project plan is hampered.
- A detailed cost breakdown of each office furniture.
- Main business area of operation (Locality).

6. MANDATORY REQUIREMENTS

- Five (5) years guarantee/warranty against workmanship, faults, breakage and replacement (attach relevant document).

NB: Failure to submit the following requirements with the proposal may disqualify the service provider's proposal.

7. ADDITIONAL DOCUMENTS

The following documents must be sent together with your proposal:

- 7.1 Valid Tax Clearance Certificate or Tax Compliance Status Pin.
- 7.2 Proof of registration summary report from Central Supplier Database
- 7.3 All Standard Bidding Documents (SBD) forms must be fully completed and signed.
- 7.4 Original or certified copy of Company/Close Corporation/Partnership resolution authorizing a particular person to sign the bid documents.

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8. EVALUATION PROCESS

Proposals will be evaluated in a **three (3) stage** bidding process as outlined below.

STAGE 1: FUNCTIONALITY

In the first stage, bids will be evaluated on functionality herein stipulated on the evaluation criteria below.

Only bidders who met the mandatory requirements will be considered further for first (1st) stage of evaluation and bid proposal scoring less sixty (60) out of one hundred (100) points will not be considered for further evaluation, therefore not qualifying for the second (2nd) stage.

The evaluation on the functionality will be evaluated individually by Members of Bid Specification and Evaluation Committee (BSEC) in accordance with the below functionality criterion and values.

The applicable values that will be utilised when scoring each criterion ranges from:

Score	Description
5	Excellent
4	Very Good
3	Good
2	Fair
1	Poor

EVALUATION CRITERIA

#	Evaluation criteria	Guidelines for criteria application	Weight
1	CAPABILITY	A detail company profile must be submitted which outlines the background of the bidder in similar industry. The bidders must indicate experience in similar work and the volumes supplied. It must include proof of existence in similar industry.	30
2	PROJECT PLAN	The project plan must indicate the timelines of each step undertaken in the process from sourcing of materials, manufacturing, delivery and installation. The steps are not limited to mentioned phases. Delivery schedule and contingency plan.	25

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3	LOCALITY	Demonstrate locality of the business within Free State province by attaching proof of address not older than three (3) months in the name of Director or owner of the company (as reflected on CIPC certificate/CSD).	10
4	COMPLIANCE TO HEALTH & SAFETY	The bidder must submit a valid and approved company Health and Safety policy that covers the manufacturing process. The bidder must submit a valid and approved company health and safety policy that covers the delivery and installation process The bidder must provide proof that the health and safety training has been conducted in the company. The proof must indicate the number of employees who have been trained. NB: If the manufacturing facilities are outsourced, the documentation of the outsourced facility manufacturer must be attached.	15
5	TRACK RECORD	Reference letters with contract details of previous similar projects with contactable references. NB: Appointment letters and purchase orders will not be considered as proof of experience.	20
TOTAL POINTS FOR FUNCTIONALITY			100

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The applicable values that will be utilized when scoring each criteria ranges from **1 being poor, 2 being average, 3 being good, 4 being very good and 5 being excellent.**

SCORING CRITERION	1= POOR	2= AVERAGE	3= GOOD	4=VERY GOOD	5= EXCELLENT
CAPABILITY	No info	Company profile	A detailed company profile must be submitted which outlines the background of the bidder in similar industry. The bidders must indicate experience in similar work and the volumes supplied.	A detailed company profile must be submitted which outlines the background of the bidder in similar industry. The bidders must indicate experience in similar work and the volumes supplied. It must include proof (appointment letters & purchase order) of existence in similar industry	A detailed company profile must be submitted which outlines the background of the bidder in similar industry. The bidders must indicate experience in similar work and the volumes supplied. It must include proof (appointment letters & purchase order) of existence in similar industry. Fleet to transport furniture.
PROJECT PLAN	No info	The project plan without schedule.	The project plan must indicate the timelines of each step undertaken in the process from sourcing of materials, manufacturing, delivery and installation within 8-12 weeks	The project plan must indicate the timelines of each step undertaken in the process from sourcing of materials, manufacturing, delivery and installation within 6-8 weeks	The project plan must indicate the timelines of each step undertaken in the process from sourcing of materials, manufacturing, delivery and installation within 4-6 weeks
LOCALITY	100km radius and above from 64 Henry Street, Bloemfontein	70km radius from 64 Henry Street, Bloemfontein	50km radius from 64 Henry Street, Bloemfontein	25km radius from 64 Henry Street, Bloemfontein	15km radius and less from 64 Henry Street, Bloemfontein
COMPLIANCE TO HEALTH & SAFETY	No information	Attached Health and Safety policy that covers the manufacturing process	Attached valid Health and Safety policy that covers the manufacturing process. A valid health and safety policy that covers the delivery and installation process	Attached valid Health and Safety policy that covers the manufacturing process. A valid health and safety policy that covers the delivery and installation process. Also provide proof that the health and safety training has	Attached valid Health and Safety policy that covers the manufacturing process. A valid health and safety policy that covers the delivery and installation process. Also provide proof that the health and safety training has been conducted and indicating the

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				been conducted in the company	number of employees who have been trained
TRACK RECORD	1 reference letter	2 reference letter	3 reference letters	4 reference letters	5 reference letters and above

STAGE 2: SITE INSPECTION EVALUATION AND POWERPOINT PRESENTATION

Only shortlisted bidders will be visited for site inspection and PowerPoint presentation and a bid proposal scoring less than **sixty (60)** out of one hundred (100) points will not be considered for further evaluation, therefore not qualifying for the third (3rd) stage.

The evaluation on stage 2: Site inspection and PowerPoint presentation will be evaluated individually by Members of Bid specification and Evaluation Committee in accordance with the below criterion and values. The applicable values that will be utilised when scoring each criterion ranges from

1 = Very Poor, 2 =Poor, 3 = Inadequate, 4 = Good, 5 = Excellent.

#	ITEM	CRITERIA	WEIGHT	
1.	PORTFOLIO OF EVIDENCE	The Service Provider must demonstrate / provide the following:		45
		Provide companies or organizations that you have undertaken work similar to the project, how was project dealt with to meet the deadlines and to overcome obstacles?	25	
		Indicate how the manufacturing process will adhere to quality assurance to ensure high standard of production (i.e., approval of mock-ups prior mass production).	20	
2.	FACILITY	The Service Provider must demonstrate / provide the following: infrastructure available for the completion of the project. NB: If any of the infrastructure is outsourced, the bidder should indicate as such and provide information		55
		Manufacturing machines/equipment	25	
		Display showroom in accordance with the specification (Feel & look prototype)	30	
TOTAL POINTS FOR POWERPOINT PRESENTATION			100	

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The applicable values that will be utilized when scoring each criteria ranges from

1 being poor, 2 being average, 3 being good, 4 being very good and 5 being excellent.

SCORING CRITERION	1= POOR	2= AVERAGE	3= GOOD	4=VERY GOOD	5= EXCELLENT
PORTFOLIO OF EVIDENCE	No info	Indicating companies or organizations that you have undertaken work similar.	Indicating companies or organizations that you have undertaken work similar to the project, how was project dealt with to meet the deadlines	Indicating companies or organizations that you have undertaken work similar to the project, how was project dealt with to meet the deadlines and to overcome obstacles	Indicating companies or organizations that you have undertaken work similar to the project, how was project dealt with to meet the deadlines, to overcome obstacles and mentioning timeframes (attach proof)
	No info	The QCM provided should indicate how the various manufacturing process will be undertaken.	The QCM provided should indicate how the various manufacturing process will be undertaken and will adhere to quality assurance to ensure high standard of manufacture.	The QCM provided should indicate how the various manufacturing process will be undertaken and will adhere to quality assurance to ensure high standard of manufacture (i.e., approval of mock-ups prior mass manufacturing Delivery schedule.	The QCM provided should indicate how the various manufacturing process will be undertaken and will adhere to quality assurance to ensure high standard of manufacture (i.e., approval of mock-ups prior mass manufacturing) Delivery schedule and contingency plan.
FACILITY	No Manufacturing machines	1-2 Manufacturing machines	3-4 Manufacturing machines	5-6 Manufacturing machines	7 and above Manufacturing machines
	No Showroom	Showroom with 1-2 items	Showroom with 3- 5 items	Showroom with 6-9 items	Showroom with 10 and above

STAGE 3: PREFERENCE POINTS AND PRICE

Evaluation of bids in terms of the preferential procurement regulations 2022.

The 80/20 preference point system will be used to calculate the points of price in respect of procurement with a rand value equal to or below R50 000 000.

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A maximum of 20 points may be awarded to a tenderer for the specific goal specified for the tender.

The points scored for the specific goal must be added to the points scored for price and the total must be rounded off to the nearest two decimal places.

Subject to section 2(1)(F) of the Act, the contract must be awarded to the tenderer scoring the highest points.

Stipulation of preference point system to be used:

The department hereby stipulate the preference pointed system which will be applied in the adjudication of bids/tenders:

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Percentage ownership equity (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
I. HDI	8		
II. Who is female	5		
III. Who has a disability	2		
IV. Specific goal: Who is youth	2		
V. Specific goal: Locality	3		

The points for price and specific goals must not exceed 100.

9. PAYMENT METHOD

- 9.1 Payment will only be done after the successful completion, delivery and installation of all office furniture.
- 9.2 Financial penalties will be imposed for failing to meet the agreed upon milestones, targets, and deadline.
- 9.3 Original invoice as per the deliverable that substantiates all costs must be provided.
- 9.4 Invoice will be paid within 30 days after submission of invoice as stipulated per National Treasury Regulations and Supply Chain Management prescripts.

10. PERIOD/ CONTRACT DURATION

Once-off supply, delivery and installation of office furniture.

11. VALIDITY PERIOD

All proposals **must** have a validity period of ninety days (90) days after the closing date.

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12. TERMS AND CONDITIONS

- 12.1 Awarding of the proposal will be subject to the service Provider's expressing acceptance of the Commission on Restitution of Land Rights Supply Chain Management General Contract Conditions. Commission will enter into a Service Level Agreement upon appointment of the suitable Service Provider.
- 12.2 A site inspection to view the furniture prior to issuing of an order, at bidders business premises or factory.
- 12.3 Samples of the furniture, wood, handles, fabric, leather and etc. should be provided and approved prior to delivery.
- 12.4 The Service Provider should not qualify the proposal with his/ her own conditions. Any qualification to the terms and conditions of this quotation will result in disqualification.
- 12.5 Any shortcoming in this term of reference must be identified by the service provider prior the awarding of contract. Any shortcoming identified by the service provider after the contract has been awarded that would have an impact on the contract price will be for the account of the service provider.
- 12.6 The service provider must demonstrate / ensure that all personnel working under this contract are adequately trained prior to the commencement of the installation of office furniture.
- 12.7 All office furniture must be of a high quality, must be manufactured in accordance with the specifications provided and must comply with SABS standards.
- 12.8 All office furniture must be guaranteed against faults and breakages for a period of five (5) years and the total bid price must include a repair and replacement plan.
- 12.9 The replacement plan should clearly indicate the time/period of replacement.
- 12.10 Any damages to items incurred while delivering or installing furniture will be for the suppliers' account and must be repaired or replaced with the same items within fourteen (14) working days.
- 12.11 Continuity of product, service providers need to indicate if the products offered will be available for the next five (5) years.
- 12.12 Size of furniture should be according to floor size of Commission premises.
- 12.13 The Commission reserves the right not to accept the lowest cost proposal;
- 12.14 The Commission reserves the right to terminate the contract should the performance of the service provider be unsatisfactory;
- 12.15 Although adequate thought has been given in the drafting of this document, errors such as typos may occur which the Commission will not be responsible for.
- 12.16 Services providers presenting information intentionally incorrect or fraudulent will be disqualified;

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13. BRIEFING SESSION AND SUBMISSION DETAILS

13.1 Compulsory Briefing Session

Date: 17 September 2024

Time: 10:00 a.m.

Venue: [Click here to join the meeting](#)

Meeting ID: 366 687 829 904

Passcode: NKgC3n

13.2 Closing/ Submission Date

Date: 01 October 2024

Time: 11:00 a.m.

Tender box: 266 Pretorius Street, 7th floor (Reception), Centre Walk building, West Block, Pretoria. 0001

NB: No late proposals will be accepted

NB: All enquiries in relation to the bid must be directed to

CLCCBIDS@dalrrd.gov.za

14. DELIVERY ADDRESS

Supply and delivery of office furniture at Office of the Regional Land Claims Commissioner in Free State Province:

#	ADDRESS
1	THE REGIONAL LAND CLAIMS COMMISSIONER FREE STATE (RLCC:FS) 64 Henry Street Bloemfontein 9300

15. TERMS OF REFERENCE APPROVED