

## **DLRRD-MP0008(2025/2026)**

**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: MPUMALANGA (MBOMBELA).**

**CLOSING DATE: 17 DECEMBER 2025 @11H00 AM**

**NB: THERE WILL BE A COMPULSORY BRIEFING SESSIONS AS FOLLOWS:**

**DATE: 03 DECEMBER 2025**

**TIME: 11:00 AM**

**VENUE: 30 SAMORA MACHEL DRIVE  
ENTERTAINMENT AREA, 3RD FLOOR.  
RESTITUTION BUILDING (OPPOSITE SHOPRITE).  
NELSPRUIT, 1200.**

Prospective bidders are however encouraged to direct their questions in writing to the contact mentioned below on or before closing date.

**CONTACT PERSON FOR TECHNICAL ENQUIRIES:**

**TECHNICAL ENQUIRIES** : Mr. P Mawela  
**TEL** : (013) 756 6069 or 083 3377 787  
**EMAIL** : [Pafrey.Mawela@dlrrd.gov.za](mailto:Pafrey.Mawela@dlrrd.gov.za)

**BID RELATED ENQUIRIES** : Ms. Thabisile Matonsi  
**TEL** : (013) 754 8037/8000/8066  
**EMAIL:** [Thabsile.Matonsi@dlrrd.gov.za](mailto:Thabsile.Matonsi@dlrrd.gov.za)

**NB: COMMUNICATION RELATED TO THE BID/TENDER SHOULD BE IN WRITING.**

**BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)  
6th FLOOR  
17 VAN RENSBURG STREET BLOCK E  
BATELEUR BUILDING,  
NELSPRUIT, 1200**



# land reform & rural development

Department:  
Land Reform and Rural Development  
REPUBLIC OF SOUTH AFRICA



## PROVINCIAL SHARED SERVICES CENTRE

**Directorate:** Financial and Supply Chain Management Services

Private Bag X11305, NELSPRUIT, 1200, 17 van Rensburg Street, Nelspruit, 1200; Tel: 013 - 754 8000; Website:

[www.dlrrd.gov.za](http://www.dlrrd.gov.za)

YOU ARE HEREBY INVITED TO BID TO THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT

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**BID NUMBER: DLRRD-MP0008(2025/2026)**

**CLOSING TIME: 11H00AM**

**CLOSING DATE: 17 DECEMBER 2025**

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

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1. Kindly furnish us with a bid for services shown on the attached forms.
2. Attached please find the General Contract Conditions (GCC), SBD1, SBD4, 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. If you are a sole agent or sole supplier you should indicate your market price after discount to your other clients or if that is not possible your percentage net profit before tax, in order to decide whether the price quoted is fair and reasonable.
5. The attached forms must be completed in detail and returned with your bid. Bid document must be submitted in a 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: 25 NOVEMBER 2025**

**MAP TO BIDDER BOX (B BOX)**

**DLRRD-MP0008(2025/2026) CLOSING DATE: 17 DECEMBER 2025 @ 11:00 AM**

**YOU ARE HEREBY INVITED TO BID TO THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA (DEPARTMENT OF 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 “Bid/tender box.”**

**DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT  
FINANCE AND SUPPLY CHAIN MANAGEMENT  
6<sup>th</sup> FLOOR  
17 VAN RENSBURG STREET BLOCK E  
BATELEUR BUILDING, NELSPRUIT,  
1200**

**THE BID BOX OF THE OFFICE OF THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT IS OPEN 24 HOURS A DAY, 7 DAYS A WEEK. THE BID BOX WILL BE CLOSED AT 11H00 AM WHICH IS THE CLOSING TIME OF BIDS.**

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

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**SUBMIT YOUR BID IN A SEALED ENVELOPE**

# **THE NATIONAL TREASURY**

**Republic of South Africa**



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## **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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## **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](http://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

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

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

#### **14. Spare parts**

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

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

#### **15. Warranty**

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s)

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

**16. Payment**

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

**17. Prices**

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

**18. Contract amendments**

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

**19. Assignment**

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

**20. Subcontracts**

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

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

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities

or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

## **22. Penalties**

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

## **23. Termination for default**

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

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

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

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

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

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

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

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

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

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

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

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

terms of the contract or any other contract or any other amount which may be due to him

**25. Force Majeure**

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

**26. Termination for insolvency**

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

**27. Settlement of Disputes**

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
  - (b) the purchaser shall pay the supplier any monies due the supplier.

**28. Limitation of liability**

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and



	(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
<b>29. Governing language</b>	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.
<b>30. Applicable law</b>	30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
<b>31. Notices</b>	<p>31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice</p> <p>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.</p>
<b>32. Taxes and duties</b>	<p>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.</p> <p>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.</p> <p>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.</p>
<b>33. National Industrial Participation Programme (NIP)</b>	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.
<b>34 Prohibition of Restrictive practices</b>	<p>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).</p> <p>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.</p>

- 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.

Js General Conditions of Contract (revised July 2010)

**AUTHORITY TO SIGN THE STANDARD BIDDING DOCUMENT  
(SBDs) ON BEHALF OF AN ENTITY.**

Only authorized signatories may sign the original and all copies of the tender offer where required.

In the case of a **ONE-PERSON CONCERN** submitting a tender, this shall be clearly stated.

In case of a **COMPANY** submitting a tender, include a copy of a **resolution by its board of directors** authorizing a director or other official of the company to sign the documents on behalf of the company.

In the case of a **CLOSE CORPORATION** submitting a tender, include a copy of a **resolution by its members** authorizing a member or other official of the corporation to sign the documents on each member's behalf.

In the case of a **PARTNERSHIP** submitting a tender, **all the partners shall** sign the documents, unless one partner or a group of partners has been authorized to sign on behalf of each partner, in which case **proof of such authorization** shall be included in the Tender.

In the case of a **JOINT VENTURE** submitting a tender, include **a resolution** of each company of the Joint Venture together with a resolution by its members authorizing a member of the Joint Venture to sign the documents on behalf of the Joint Venture.”

**Accept that failure to submit proof of Authorization to sign the tender shall result in a Tender Offer being regarded as non-responsive.**

## AUTHORITY OF SIGNATORY

Signatories for companies, close 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

<b>MABEL HOUSE (Pty) Ltd</b>	
By resolution of the Board of Directors taken on <i>20 May 2000</i> ,	
<b>MR A.F JONES</b>	
has been duly authorised to sign all documents in connection with	
Contract no DALRRD-MP0008(2025/2026), and any contract which may arise there	
on behalf of <i>MABEL HOUSE (Pty) Ltd.</i>	
<b>SIGNED ON BEHALF OF THE COMPANY: (Signature of Managing Director)</b>	
<b>IN HIS CAPACITY AS: Managing Director</b>	
<b>DATE: 20 May 2000</b>	
<b>SIGNATURE OF SIGNATORY: (Signature of A.F Jones)</b>	
<b>As witnesses:</b>	
1.	.....
2.	.....
Signature of person authorised to sign the tender: .....	
Date: .....	



# land reform & rural development

Department:  
Land Reform and Rural Development  
REPUBLIC OF SOUTH AFRICA



## SUPPLIER MAINTENANCE

BAS

☐

LOGIS

☐

OFFICE

### System User Only

Captured By:

Captured Date:

Authorised By:

Date Authorised:

Safety Web Verification

YES

NO

### The Director General: Department of Land Reform and Rural Development

I/We hereby request and authorise you to pay any amounts, which may accrue to me/us to the credit of my/our account with the mentioned bank.

I/we understand that the credit transfers hereby authorised will be processed by computer through a system known as "ACB - Electronic Fund Transfer Service", and I/we understand that not additional advice of payment will be provided by my/our bank, but that the details of each payment will be printed on my/our bank statement or any accompanying voucher. (This does not apply where it is not customary for banks to furnish bank statements).

I/we understand that the department will supply a payment advice in the normal way, and that it will indicate the date on which the funds will be made available on my/our account.

This authority may be cancelled by me/us by giving thirty days' notice by prepaid registered post. Please ensure information is valid as per required bank screens.

I/We understand that bank details provided should be exactly as per the records held by the bank.

I/We understand that the department will not assume responsibly for any delayed payments, as a result of incorrect information supplied.

### Company / Personal Details

Registered name	
Trading name	
Tax number	
Vat number	
Title	
Initials	
First name	
Surname	

### Address Details

Postal Address Line 1	
Postal Address Line 2	
Physical Address Line 1	
Physical Address Line 2	
Postal Code	

### New Detail

<input type="checkbox"/> New Supplier Information	<input type="checkbox"/> Update Supplier Information
---	--

Supplier type

☐

Individual

☐

Company

☐

CC

☐

Partnership

☐

Department

☐

Trust

☐

Other

Department number

Other Specify

Supplier Account Details		
<i>(This field is compulsory and should be completed by a bank official from the relevant bank.)</i>		
Account name		
Account number		
Branch name		
Branch number		
Account type	<input type="checkbox"/> Cheque Account <input type="checkbox"/> Savings Account <input type="checkbox"/> Transmission Account <input type="checkbox"/> Bond Account <input type="checkbox"/> Other (Please Specify) <input type="text"/>	
ID Number		
Passport Number		
Company Registration Number		
*CC Registration		
*Please include CC/ CK where applicable		
Practise Number		
<p>When the bank stamps this entity maintenance form, they confirm that all the information completed by the entity is correct.</p>	<p>Bank stamp  It is hereby confirmed that these details have been verified against the following screens:  <b>ABSA</b> – CIF screen  <b>FNB</b> – Hogans system on the CIS4  <b>STD</b> Bank – Look-up-screen  <b>Nedbank</b> – Banking Platform under the Client Details tab</p>	

Contact Details			
Business			
	<i>Area Code</i>	<i>Telephone Number</i>	<i>Extension</i>
Home			
	<i>Area Code</i>	<i>Telephone Number</i>	<i>Extension</i>
Fax			
	<i>Area Code</i>	<i>Telephone Number</i>	
Cell			
	<i>Cell Code</i>	<i>Cell Number</i>	
E-mail Address			
Contact Person			

	Supplier details	Departmental sender details
Signature		
Print Name		
Rank		
Date (dd/mm/yyyy)		

Address of Land Reform and Rural Development where form is submitted from:

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

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**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: MPUMALANGA (MBOMBELA).**

Name of bidder.....

Bid number: DLRRMP0008(2025/2026)

Closing Time: 11:00 a.m.

Closing date:

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

ITEM NO.	DESCRIPTION	BID PRICE IN RSA CURRENCY (INCLUSIVE OF VALUE ADDED TAX)
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**TOTAL BID PRICE (INCLUSIVE OF 15% VAT) R.....**

NO	DESCRIPTION	QTY	COST PER UNIT	TOTAL COST (Excluding 15% VAT)
1.	<b>Mahogany Veneer desk and wall units.</b> - Workstation in Mahogany veneer 80 X 25mm solid top and 80mm leg panels- consisting of the following: Solid edge profile 80mmX 25mm solid top.	1	R	R
2.	<b>High Back Executive Chair:</b> Seat and Back are pressed veneer board into the shape. Moulded Foam back and seat to allow for optimum comfort, The backrest is re-enforced steel with Moulded Foam over the frame	1	R	R
3.	<b>Round table</b> 1400 X 700mm, with top is 80mm profile multi-level mahogany base. Fine inlay detail to top.	1	R	R
4.	<b>Visitors chairs leather</b> constructed on a solid wood frame with plywood reinforcements. SEAT: The seat is paired with cross-woven elastic webbing and covered with polyurethane foam. LEGS: Solid mahogany wood leg. Upholstered in genuine brown leather.	6	R	R
5.	3 Glass doors office cabinet mahogany veneer. Dimensions: 1200W X 400D X 1800H mm.	1	R	R
6.	<b>Executive workstations in Walnut veneer.</b> 80mm Top +80mm leg panels Desks 2000X 1000mm Non handed, wooden panel legs with a wooden modesty panel	3	R	R
7.	<b>Wooden wall unit to match desking range, Base unit</b> consisting of 5 Door base unit 750mmH x 1800mmW x 600mmD with a 1200mmH <b>Top unit:</b> Consisting of: 1800mmW x 350mmD, 4 glass doors bookcase. 60-80mm Profile top + top of base Walnut Veneer	3	R	R
8.	<b>Round conference table</b> 1200x1200x800mm, wooden square 80mm leg panel, top is 80mm profile Walnut Veneer.	3	R	R
9.	<b>High Back Executive Chair</b> Seat and Back are pressed veneer board into the shape. Moulded Foam back and seat to allow for optimum comfort	3	R	R
10.	<b>Visitors Chair</b> bright aluminium integral sleigh base with Pu Capping on the armrests with walnut veneer finish, Upholstered genuine black leather.	18	R	R



11.	<b>Workstation. L-Shaped Desk</b> walnut veneer 1900 x 1800 x 732mm, 32mm top with a Steel square leg. Levelling feet includes storage (3 drawers,1 cupboard, 2 shelves)	26	R	R
12.	<b>Oval coffee table</b> mahogany veneer Dimension: 60L x 45H x 100W cm.	1	R	R
13.	<b>Midback chair</b> with black breathable netting, Swivel & Tilt Mechanism with 1 Position Lock .Executive Gas Spindle .Tension Adjustment. Standard with Slimline armrest.	26	R	R
14.	<b>Lockable filing cabinet:</b> 1500mmH x 900mmW x 450mmD; Hinged Door system cabinet, 3 adjustable shelves Cabinet cased in walnut veneer with Iceberg white melamine door fronts.	26	R	R
15.	<b>Executive Single pedestal desk</b> 2000 x 1000mm floating on a side Pedenza unit consisting of; 4 drawers + a silver roller door credenza section, 32mm Top with 50 x 25mm.	09	R	R
16.	<b>Wall Unit 1800W x 1600H x 450D</b> , Wall unit base consisting of: 2x Hinge doors and 2 Draw Side Filer on the base unit,	09	R	R
17.	<b>Pedenza LHS</b> 22mm drawers silver roller door 1300x600x732 American walnut.	09	R	R
18.	<b>Lockable filing cabinet</b> 1500mmH x 900mmW x 450mmD; Hinged Door systems cabinets, 3 adjustable shelves -	09	R	R
19.	<b>Round conference table and chairs</b> 1200x1200x800mm, wooden square 80mm leg panel, top is 80mm profile American Walnut .	08	R	R
20.	<b>High Back Executive Chair:</b> Seat and Back are pressed veneer board into the shape. Moulded Foam back and seat to allow for optimum comfort	14	R	R
21.	<b>High Back Heavy-Duty Chair</b> , with Seat Slide, dual castors, Width/ height adjustable arms, Donati Synchro Mechanism (Weight),2 Part Shell, Reinforced plywood inner shell,	1	R	R
22.	<b>L-Shaped Desk</b> Overall footprint is 2490 x 1900mm .	14	R	R
23.	<b>L-shape desk free standing units consisting of;</b> iceberg white melamine, American walnut drawer fronts 1800 X 800mmD Desktops in American Walnut	17	R	R
24.	<b>Lockable filing cabinet:</b> 1500mmH x 900mmW x 450mmD; Hinged Door	17	R	R

	systems cabinets, 3 adjustable shelves Cabinet cased in mahogany veneer with Iceberg white melamine door fronts.			
25.	<b>Curved Reception</b> Unit 400 X 800 : Melamine mahogany veneer Counter-, under desk pedestal d/f + 2 draw + pt and perforated steel detail	2	R	R
26.	<b>Couches</b> 2 & 3 seater genuine leather brown set. Upholstered in Genuine Leather Dimension: Dimension: 2 Seater 1950 x 900 x 830 mm and 3 Seater 2400 x 900 x 900 mm.	4	R	R
27.	<b>Round/Coffee table</b> U-leg waiting area mahogany veneer.Dimensions:L80xW80xH45 cm.	2	R	R
28.	<b>Visitors Side Chair</b> - 4 Legged Black Epoxy Frame.	88	R	R

29.	<b>Boardroom table : 2<sup>nd</sup> Floor Restitution</b> 1400 x 700 individual table in trapezoid or rectangular design Mahogany veneer 20 seater table	1	R	R
30.	<b>Chairs</b> chrome armrests feature matching leather faced padding.5 star base and gas lift are finished in a coordinating chrome	30	R	R
31.	<b>Boardroom table: Ground Floor Restitution House</b> Mahogany veneer 20 seater table. Dimension: 8000L X 2300W X 800H.60mm top.	1	R	R
32.	<b>3 drawer 2 door sideboard</b> 42cm(L) x 160cm(W) x 85cm(H) mahogany veneer	1	R	R
33.	<b>BOARDROOM LODGEMENT</b> Mahogany veneer 20 seater table. Dimension: 8000L X 2300W X 800H.60mm top	1	R	R
34.	<b>Visitors Chair</b> with Upholstered back and seat, bright aluminium integral sleigh base with Pu Capping on the armrests, Upholstered in bonded leather.	20	R	R
35.	<b>Table</b> walnut 18mm thick tabletops.2mm impact resistant PVC edging helps protect against the trials of daily use.1200W X600DX740H.	5	R	R
36.	<b>Letter tray(single )Senior Managers</b> - 250 x 350 x 170 mm wood, Mahogany veneer.	8	R	R

37.	<b>2 Tier letter trays : Managers/Corodinators and Project Officers</b> - 250 x 350 x 170 mm wood mahogany veneer. Allow at least 85% local product.	37	R	R
38.	<b>Dustbin Senior Managers</b> made from high quality MDF and finished with high gloss mahogany veneer	4	R	R
39.	<b>Dustbin</b> round - 240mmD x 300H silver mesh - Steel /not perforated. Allow at least 85% local product.	37	R	R
40.	<b>Executive coat and hat stand</b> with brass hooks Dimension: 18.5"D x 18.5"W x 70.5"H (wood) mahogany Veneer. Allow at least 85% local product	13	R	R
41.	<b>6 Bay Steel mobile bulk filer</b> with black handles, one central locking point. The 6 Bay unit should include a track of 4000mmL X100mmW X400mmD X2340mmH inch track	4	R	R
42.	Installation of furniture		R	R
43.	Delivery of furniture		R	R
	<b>Sub-total (Excluding 15% VAT)</b>			R
	<b>15% VAT</b>			R
	<b>Total(15% VAT Inclusive)</b>			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)

**PART A  
INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT</b>					
BID NUMBER:	DLRRD-MP0008(2025/2026)	CLOSING DATE:	17 DECEMBER 2025	CLOSING TIME:	11:00 AM
DESCRIPTION	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: MPUMALANGA (MBOMBELA).				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT MPUMALANGA PROVINCIAL SHARED SERVICE CENTRE:					
6TH FLOOR					
17 VAN RENSBURG STREET, BATELEUR BUILDING , BLOCK E					
NELSPRUIT,1200					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Mr Thabisile Matonsi		CONTACT PERSON	Mr. P Mawela	
TELEPHONE NUMBER	0137548037/8000/8066		TELEPHONE NUMBER	(013) 756 6069 OR 083 3377 787	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	Thabsile.Matonsi@dlrrd.gov.za		E-MAIL ADDRESS	Pafrey.Mawela@dlrrd.gov.za	
<b>SUPPLIER INFORMATION</b>					
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
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
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	
<b>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.</b>					

## PART B

### TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>
1.5. <b>BID VALIDITY PERIOD 90 DAYS</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
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:

.....

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

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

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

2.2.1 If so, furnish particulars:

.....  
 .....

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

2.3.1 If so, furnish particulars:

.....  
 .....

### **3 DECLARATION**

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

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

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

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

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

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

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



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

**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**

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**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**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in 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		NO	
-----	--	----	--

- 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.

..... <b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	..... .....



**OFFICE OF THE REGIONAL LAND CLAIMS COMMISSIONER: MPUMALANGA**  
Samora Machell Drive, Restitution House, Nelspruit | Private Bag X11330, Nelspruit, 1200  
Tel: (013) 756 6000 | Fax: (013) 752 5410

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**TERMS OF REFERENCE FOR 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: MPUMALANGA (MBOMBELA).**

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## 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: Mpumalanga (Mbombela)

## 2. BACKGROUND





- 2.1 The Regional Land Claims Commission Mpumalanga office has taken a resolution to procure furniture for both Mbombela Offices. The office has received several concerns from the officials to replace the furniture as it is no longer in a good state.
- 2.2 The furniture at the Mbombela offices is obsolete and most of it is 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 #	OFFICE NO:	QTY	DESCRIPTION	TYPICAL FOOTPRINT
1.	T11	1 (1M)	<b>CHIEF DIRECTOR: EXECUTIVE FURNITURE</b> <b>Mahogany Veneer desk and wall units. - <u>Workstation in Mahogany veneer 80 X 25mm solid top and 80mm leg panels- consisting of the following:</u></b> Solid edge profile 80mmX 25mm solid top. 2200 X 1000mm Executive desk Free Standing Desk With 80mmTop X 25mm solid edge, 80mm Panel legs and Modesty Solid edge profile 80mmX 25mmsolid top7C, 1 X Cut out on either the L Extension or the main desk for the Flush mount power connector, supplier to determine size and position. <u>veneer with 70mm solid top, suite consists of 2500x1200mm conference top desk, side table extension, 2000mm rear table with 4 glass door top units and a desk high pedestal.</u> L extension 1200 x 600mm to match with 1x Panel leg and Connecting brackets - Solid edge profile 80mmX 25mmsolid top  Mobile pedestal, central lock, P+Pencil drawer, std drawer, deep filer OR 4Dr unit, telescopic runners, silver handles.	




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2.		1 (1M)	<b>High Back Executive Chair:</b> Seat and Back are pressed veneer board into the shape. Moulded Foam back and seat to allow for optimum comfort, The backrest is re-enforced steel with Moulded Foam over the frame. Knee tilt Synchro Mechanism allowing the seat and back to move independently. Height Adjustable Arms. Nylon 5 Star Base are Glass filled injection moulded. The glass Particles ensure rigidity and strength whilst the nylon particles ensure flexibility., Upholstered in Genuine brown Leather.	
3.		1 (1M)	<b>Round table</b> 1400 X 700mm, with top is 80mm profile multi-level mahogany base. Fine inlay detail to top.	
4.		6 (6M)	<b>Visitors chairs leather</b> constructed on a solid wood frame with plywood reinforcements. SEAT: The seat is paired with cross-woven elastic webbing and covered with polyurethane foam. LEGS: Solid mahogany wood leg. Upholstered in genuine brown leather.	
5.		1 (1M)	3 Glass doors office cabinet mahogany veneer. Dimensions: 1200W X 400D X 1800H mm.	

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			<b>DIRECTORS OFFICE</b>	
6.		3 (3M)	<p><b><u>Executive workstations in Walnut veneer.</u></b> 80mm Top +80mm leg panels Desks 2000X 1000mm Non handed, wooden panel legs with a wooden modesty panel.</p> <p>Free standing L extensions, 1200 x 600mm including modesty panel. Executive Mobile pedestals with central lock + deep filer, Includes P&amp;P, central lock, telescopic runners Walnut Veneer. The main desk for the Flush mount power connector, supplier to determine size and position.</p>	
7.		3 (3M)	<p><b>Wooden wall unit to match desking range, <u>Base unit</u></b> consisting of 5 Door base unit 750mmH x 1800mmW x 600mmD with a 1200mmH <b><u>Top unit</u></b>; Consisting of: 1800mmW x 350mmD, 4 glass doors bookcase. 60-80mm Profile top + top of base Walnut Veneer</p>	
8.		3 (3M)	<p><b>Round conference table</b> 1200x1200x800mm, wooden square 80mm leg panel, top is 80mm profile Walnut Veneer.</p>	

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9.		3 (3M)	<b>High Back Executive Chair</b> Seat and Back are pressed veneer board into the shape. Moulded Foam back and seat to allow for optimum comfort, The backrest is re-enforced steel with Moulded Foam over the frame. Knee tilt Synchro Mechanism allowing the seat and back to move independently. Height Adjustable Arms. Nylon 5 Star Base are Glass filled injection moulded. The glass Particles ensure rigidity and strength whilst the nylon particles ensure flexibility., Upholstered in genuine black leather.	
10.		18 (18M)	<b>Visitors Chair</b> bright aluminium integral sleigh base with Pu Capping on the armrests with walnut veneer finish, Upholstered genuine black leather.	
			<b>SECRETARIES &amp; ADMIN SUPPORT</b>	
11.		26 (25M)	<b>Workstation. L-Shaped Desk</b> walnut veneer 1900 x 1800 x 732mm, 32mm top with a Steel square leg. Levelling feet includes storage (3 drawers, 1 cupboard, 2 shelves) L-extension can be positioned either left or right 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.	




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12.		1 (1M)	<b>Oval coffee table</b> mahogany veneer Dimension: 60L x 45H x 100W cm.	
13.		26 (25M)	<b>Midback chair</b> with black breathable netting, Swivel & Tilt Mechanism with 1 Position Lock .Executive Gas Spindle .Tension Adjustment. Standard with Slimline armrest.	
14.		26 (25M)	<b>Lockable filing cabinet:</b> 1500mmH x 900mmW x 450mmD; Hinged Door system cabinet, 3 adjustable shelves Cabinet cased in walnut veneer with Iceberg white melamine door fronts.	



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			<b>MANAGERS FURNITURE</b>	
15.		<b>09 (3E 8M)</b>	<b>Executive Single pedestal desk</b> 2000 x 1000mm floating on a side Pedenza unit consisting of; 4 drawers + a silver roller door credenza section, 32mm Top with 50 x 25mm. Silver handles - 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. American walnut tops American walnut.	
16.		<b>09</b>	<b>Wall Unit 1800W x 1600H x 450D.</b> Wall unit base consisting of: 2x Hinge doors and 2 Draw Side Filer on the base unit, <u>Top unit consists of:</u> Floating Shelves with a support back panel in white laminate. Cabinet casing in American walnut with door/drawer.	
17.		<b>09</b>	<b>Pedenza LHS</b> 22mm drawers silver roller door 1300x600x732 American walnut.	

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18.		09	<b>Lockable filing cabinet</b> 1500mmH x 900mmW x 450mmD; Hinged Door systems cabinets, 3 adjustable shelves - Cabinets cased in American walnut with Iceberg white melamine door fronts.	
19.		08	<b>Round conference table and chairs</b> 1200x1200x800mm, wooden square 80mm leg panel, top is 80mm profile American Walnut .	
20.		14	<b>High Back Executive Chair:</b> Seat and Back are pressed veneer board into the shape. Moulded Foam back and seat to allow for optimum comfort, The backrest is re-enforced steel with Moulded Foam over the frame. Knee tilt Synchro Mechanism allowing the seat and back to move independently. Height Adjustable Arms. Nylon 5 Star Base are Glass filled injection moulded. The glass Particles ensure rigidity and strength whilst the nylon particles ensure flexibility., Upholstered in bonded leather (SABS approved).	

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21.		1	<b>High Back Heavy-Duty Chair</b> , with Seat Slide, dual castors, Width/ height adjustable arms, Donati Synchro Mechanism (Weight), 2 Part Shell, Reinforced plywood inner shell, Moulded Foam Seat and Back. Upholstered in Bonded leather - bonded leather (SABS approved).	
			<b>ASD/COORDINATORS</b>	
22.		14	<b>L-Shaped Desk</b> Overall footprint is 2490 x 1900mm . The desktop is 1800 x 900mm with a steel support structure and features an inlay. 2 Hinge door pedenza with 4 drawers and shelves. Pedestal with 2 drawers and 1 hinge door with shelf. American Walnut Melamine tops. 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.	






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			<b>SENIOR/ PROJECT OFFICERS</b>	
<b>23.</b>		<b>17</b>	<p><b>L-shape desk free standing units consisting of;</b> iceberg white melamine, American walnut drawer fronts  1800 X 800mmD Desktops in American Walnut  Reticulation included within this section  American Walnut Melamine tops / epoxy coated silver steel legs  Epoxy coated, square, silver steel leg framework 50X 50mm (upside down "U" shaped with levellers) 2 legs per table 800mm D-  Single steel wire/mesh cable trays required per wsta = +- 1650mmW  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 below the surface of the tables</p>	
<b>24.</b>		<b>17</b>	<p><b>Lockable filing cabinet:</b>1500mmH x 900mmW x 450mmD;  Hinged Door systems cabinets, 3 adjustable shelves Cabinet cased in mahogany veneer with Iceberg white melamine door fronts.</p>	




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25.		2	<b>RECEPTION</b> <b>Curved Reception</b> Unit 400 X 800 : Melamine mahogany veneer Counter–, under desk pedestal d/f + 2 draw + pt and perforated steel detail 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.	
26.		4	<b>Couches</b> 2 & 3 seater genuine leather brown set. Upholstered in Genuine Leather Dimension: Dimension: 2 Seater 1950 x 900 x 830 mm and 3 Seater 2400 x 900 x 900 mm.	
27.		2	<b>Round/Coffee table</b> U-leg waiting area mahogany veneer.Dimensions:L80xW80xH45 cm.	
28.		88	<b>Visitors Side Chair</b> - 4 Legged Black Epoxy Frame.	





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			<b>BOARDROOM MBOMBELA</b>	
29.		1	<b>Boardroom table : 2<sup>nd</sup> Floor Restitution</b> 1400 x 700 individual table in trapezoid or rectangular design Mahogany veneer 25 seater table 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.	
30.		30	<b>Chairs</b> chrome armrests feature matching leather faced padding.5 star base and gas lift are finished in a coordinating chrome. Fitted with robust twin wheel hooded castors. Upholstered in Bonded leather - Bonded Leather (SABS approved).	
31.		1	<b>Boardroom table: Ground Floor Restitution House</b> Mahogany veneer 20 seater table. Dimension: 8000L X 2300W X 800H.60mm top. 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.	




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32.		1	<b>3 drawer 2 door sideboard</b> 42cm(L) x 160cm(W) x 85cm(H) mahogany veneer.	
33.		1	<b>BOARDROOM LODGEMENT</b> Mahogany veneer 20 seater table. Dimension: 8000L X 2300W X 800H.60mm top. 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.	
34.		20	<b>Visitors Chair</b> with Upholstered back and seat, bright aluminium integral sleigh base with Pu Capping on the armrests, Upholstered in bonded leather.	

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35.		5	<b>Table</b> walnut 18mm thick tabletops.2mm impact resistant PVC edging helps protect against the trials of daily use.1200W X600DX740H.	
36.		8	<b>Letter tray(single )Senior Managers</b> - 250 x 350 x 170 mm wood, Mahogany veneer.	
37.		37	<b>2 Tier letter trays : Managers/Corodinators and Project Officers</b> - 250 x 350 x 170 mm wood mahogany veneer. Allow at least 85% local product.	
38.		4	<b>Dustbin Senior Managers</b> made from high quality MDF and finished with high gloss mahogany veneer colour. Dimensions - 10.5" Height x 9.5" Width x 9.5" Depth. Allow at least 85% local product.	

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39.		37	<b>Dustbin</b> round - 240mmD x 300H silver mesh - Steel /not perforated. Allow at least 85% local product.	
40.		13	<b>Executive coat and hat stand</b> with brass hooks Dimension: 18.5"D x 18.5"W x 70.5"H (wood) mahogany Veneer. Allow at least 85% local product	
41.		4	<b>6 Bay Steel mobile bulk filer</b> with black handles, one central locking point. The 6 Bay unit should include a track of 4000mmL X100mmW X400mmD X2340mmH inch track. A full working system which is not overly heavy is needed. Allow at least 100% local product.	

#### 4. 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).

#### 5. MANDATORY REQUIREMENTS

**Failure to submit such documentation will automatically disqualify the bidder.**

- a) Letter of authority on Company Letterhead. Attach a resolution letter authorising a person to sign the bid documents. In the case of a **ONE PERSON CONCERN** submitting a bid, this shall be clearly stated on the company letterhead.  
In the case of a **COMPANY** submitting a bid, include a copy of a resolution by its board of directors authorising a director or other official of the company to sign the documents on behalf of the company.  
In the case of a **CLOSED CORPORATION** submitting a bid, include a copy of a resolution by its members authorising a member or other official of the corporation to sign the documents on each member's behalf.  
In the case of a **PARTNERSHIP** submitting a bid, all the partners shall sign the documents, unless one partner or a group of partners has been authorised to sign on behalf of each partner, in which case proof of such authorisation shall be included in the bid.  
In the case of **JOINT VENTURE** submitting a bid, it must include a resolution of each company of the Joint Venture together with a resolution by its members authorising a member of the Joint Venture to sign the documents on behalf of the Joint Venture.
- b) Attendance of Compulsory Briefing Session.

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

#### 6. NON-MANDATORY REQUIREMENTS

**The following documents must be sent together with your proposal:**

- 6.1 Bidders must ensure compliance with their tax obligations. Bidders may submit printed TCS/CSD/SARS PIN together with their bid.
- 6.2 Proof of registration summary report from Central Supplier Database or provide the MAAA number
- 6.3 In bids where a consortia/Joint Venture/sub-contractors are involved each party must submit a separate valid tax clearance certificate, SARS Pin, TCS or CSD printout

## 7. EVALUATION PROCESS

Proposals will be evaluated in a **two (2) stages** 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.

The evaluation on the functionality will be evaluated individually by Members of Bid Specification and Evaluation Committee (BEC) 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	<b>CAPABILITY</b>	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.	<b>30</b>
2	<b>PROJECT PLAN</b>	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.	<b>20</b>



**TERMS OF REFERENCE FOR 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: MPUMALANGA (MBOMBELA).**

<b>3</b>	<b>COMPLIANCE TO HEALTH &amp; SAFETY</b>	<p>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.</p> <p><b>NB: If the manufacturing facilities are outsourced, the documentation of the outsourced facility manufacturer must be attached.</b></p>	<b>20</b>
<b>4</b>	<b>TRACK RECORD</b>	<p>Completion certificate/certified testimonial/contract details of previous similar projects with contactable references</p> <p><b>NB: Appointment letters and purchase orders will not be considered as proof of experience.</b></p>	<b>30</b>
<b>TOTAL POINTS FOR FUNCTIONALITY</b>			<b>100</b>

**TERMS OF REFERENCE FOR 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: MPUMALANGA (MBOMBELA).**

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.**

<b>SCORING CRITERION</b>	<b>1= POOR</b>	<b>2= AVERAGE</b>	<b>3= GOOD</b>	<b>4=VERY GOOD</b>	<b>5= EXCELLENT</b>
<b>CAPABILITY</b>	No info	Company profile	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.	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 including proof of existence in similar industry	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 including proof of existence in similar industry. Fleet to transport furniture.
<b>PROJECT PLAN</b>	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 and 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 and 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 and 4-6 weeks
<b>COMPLIANCE TO HEALTH &amp; SAFETY</b>	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 been conducted in the company	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 number of employees who have been trained
<b>TRACK RECORD</b>	1-2 years of experience and 1 reference letter	3-4 years of experience and 2 reference letter	5 years of experience and 3 reference letter	6 years of experience and 4 reference letters	7 years and above experience,5 reference letters and above

## **STAGE 2: 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.

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:**

<b>The specific goals allocated points in terms of this tender</b>	<b>Number of points allocated (80/20 system)</b>	<b>Percentage ownership equity (To be completed by the tenderer)</b>	<b>Number of points claimed (80/20 system) (To be completed by the tenderer)</b>
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 <b>(promotion of enterprises located in Mpumalanga Province)</b>  Bidder must submit the following documents (a) A valid municipal services account (water, sanitation, rates and electricity) in the name of the bidder/s or actives director/s or (b) A valid lease agreement from the lessor or (c) A letter on the letterhead of the ward councillor/ traditional authority/ council that must be signed, stamped and dated.	3		

Only bids that achieve the minimum qualifying score for functionality will be evaluated further in accordance with the 80/20 preference points system.

- Stipulation of the preference point system
- Bidders are required to complete the preference claim form (SBD 6.1), and submit proof or documentation required in terms of this tender to claim points for specific goals.
- The points scored by a bidder in respect of the specific goals will be added to the points scored for price.
- The points scored will be rounded off to the nearest 2 decimals.
- Should two or more tenderers score an equal total number of points, the contract must be awarded to the tenderer that scored the highest points for specific goals
- Should two or more tenderers score equal total points in all respects, the award must be decided by the drawing of lots.
- A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of point.

## **8. PAYMENT METHOD**

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

## **9. PERIOD/ CONTRACT DURATION**

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

## **10. VALIDITY PERIOD**

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

## **11. TERMS AND CONDITIONS OF THE BID.**

- 11.1 Awarding of the proposal will be subject to the service Provider's expressing acceptance of the DLRRD Supply Chain Management General Contract Conditions. Commission will enter into a Service Level Agreement upon appointment of the suitable Service Provider.

- 11.2 Samples of the furniture, wood, handles, fabric, leather and etc. should be provided and approved prior to delivery.
- 11.3 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.
- 11.4 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 an impact on the contract price will be for the account of the service provider.
- 11.5 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.
- 11.6 All office furniture must be of a high quality, must be manufactured in accordance with the specifications provided and must comply with SABS standards.
- 11.7 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.
- 11.8 The replacement plan should clearly indicate the time/period of replacement.
- 11.9 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.
- 11.10 Continuity of product, service providers need to indicate if the products offered will be available for the next five (5) years.
- 11.11 Size of furniture should be according to floor size of Commission premises.
- 11.12 The Commission reserves the right not to accept the lowest cost proposal;
- 11.13 The Commission reserves the right to terminate the contract should the performance of the service provider be unsatisfactory.
- 11.14 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.
- 11.15 Services providers presenting information intentionally incorrect or fraudulent will be disqualified.
- 11.16 The service provider must provide a clear project plan with deliverables and timeframes for this project within a period of a week at most after acquiring official appointment/ purchase order
- 11.17 All Office Furniture requested must have 3 (three) year's warranty, must be of high quality, must be manufactured in accordance with the specifications provided and must comply with South African National Standards.
- 11.18 All Office Furniture must be guaranteed against faults and breakages for a period of 3 (three) years and the price must include a repair and replacement plan.

## 12. SUBMISSION DETAILS

### **Closing/ Submission Date**

Date: 17 December 2025

Time: 11:00 a.m.

Tender box: Department of Land Reform and Rural Development

6th Floor 17 Van Rensburg Street, Bateleur Office Park;

Nelspruit, 1200.

## 13. DELIVERY ADDRESS

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

#	ADDRESS
1	<b>THE REGIONAL LAND CLAIMS COMMISSIONER MPUMALANGA (RLCC:MP)</b>  <b>RESTITUTION HOUSE</b> 30 Samora Machel Drive Mbombela
2	<b>REGIONAL LAND CLAIMS COMMISSIONER MPUMALANGA (RLCC:MP)</b>  <b>LODGEMENT OFFICE</b> 18 Bell Street Bell Tower Building Mbombela