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PanSALB
PAN SOUTH AFRICAN LANGUAGE BOARD

TERMS OF REFERENCE

BID NO: RFB0003 – PAN2023-24

**REQUEST FOR BID FOR THE SUPPLY, DELIVERY, ASSEMBLING AND INSTALLATION OF OFFICE
FURNITURE TO THE PAN SOUTH AFRICAN LANGUAGE BOARD (PanSALB), AS AND WHEN REQUIRED
FOR A PERIOD OF THREE (3) YEARS.**

**CLOSING DATE AND TIME OF BID:
18 SEPTEMBER 2023 AT 14H00**

COMPULSORY BRIEFING SESSION:

VENUE: TEAMS

**DATE AND TIME:
22 AUGUST 2023 AT 11H00**

BID VALIDITY PERIOD: 90 DAYS

Supplier
Initial:

RFB0003 -Pan2023-24

www.pansalb.org

1. CONTRACTING AUTHORITY

- 1.1. Pan South African Language Board (PanSALB) invites bidders to submit bids to be appointed as PanSALB's service provider for the supply, delivery, assembling, and installation of office furniture.

2. INTRODUCTION AND BACKGROUND

- 2.1. PanSALB is a Constitutional Institution established in terms of Section 65 of the Constitution.
- 2.2. PanSALB is established by the Constitution of the Republic of South Africa and is governed by an enabling legislation the Pan South African Language Board Act, No. 95 of 1995 as amended, with the legislative mandate to promote and create conditions for the development and use of all official languages of the Republic of South Africa, including the Khoi and San languages.

3. CURRENT STATE AFFAIRS OF THE RELEVANT SECTOR

- 3.1 PanSALB has a network of structures to manage, as prescribed in the PanSALB Act. The institution also has satellite offices in all nine provinces of South Africa and a Head Office situated in Pretoria,
- 3.2 Activities of these offices are performed in compliance with prescribed governance and control measures, processes, and systems. In the process of these activities, it becomes necessary for PanSALB officials to have proper tools for trade and a good working environment that promotes healthy conditions.

4. OVERALL OBJECTIVES

- 4.1. PanSALB would like to invite suitable, qualified, and competent office furniture suppliers to send proposals to be considered for appointment as PanSALB's official service provider.
- 4.2. The period of appointment for this contract is 36 months, (3 years)

5. SCOPE OF WORK (SUPPLY, DELIVERY & INSTALLATION OF OFFICE FURNITURE)

5.1. Below is the divisional count, positions, type of furniture, and quantities required:

Division Headcounts	Position	Furniture Type - Standard	Quantity
CEO Office - 3	CEO	Executive	1
	IPG Senior Manager	Manager	1
	Senior Manager: Communications	Manager	1
	PA to CEO/ Managers	Manager	1
	Managers	Manager	4
	Administrator	Administrator	4
Executives	Company Secretary	Executive	1
	Administrator	Administrator	1
Executive Head	Executive Head: Languages	Executive	1
	Divisional Senior Manager	Manager	1
	Managers	Manager	1
	PA to Exec. Head	Administrator	1
	Administrators	Administrator	7
Divisional Heads	Provincial Senior Manager	Manager	9
	Language Practitioners	Manager	10
	Language Practitioner	Junior Managers	9
	Administrator	Office Admin	9
	Administrator	Office Assistant	9
Legal Services	Divisional Manager	Manager	1
Finance	Chief Financial Officer	Executive	1
	Senior Manager	Manager	4
	Managers	Manager	6

	Administrators	Administrator	18
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5.2. Additional furniture required is listed below:

Division Headcounts	Position	Furniture Type - Standard	Quantity
Bulk Fillers	Head office		2
Shelves	Provincial Offices		9
Boardroom furniture x 30-Seater	Head office		1
Boardroom furniture x 20-Seater	Head office		2
Boardroom Furniture (Provinces) x 10-Seater	Provincial Offices		5
Boardroom Furniture (Provinces) x 20-Seater	Provincial Offices		4

- 5.3. The furniture for the rest of the staff will have to be standard, especially the Open Plan Areas to use cluster workstations (4-or 6-seater) or normal tables.
- 5.4. Meeting Room Furniture – *subject to site inspection for confirmation of the size of the rooms, bidders will be required to make their own measurements.*
- 5.5. Other space areas: office reception
- 5.5.1. One (1) Reception of HQ and 9 for provincial offices
- 5.5.2. Pause Area couches and chairs - *subject to site inspection for confirmation of the size of the rooms, bidders will be required to make their own measurements.*

4. DELIVERABLES

4.1. DURATION

- 4.1.1. The furniture must be delivered and installed within six (6) weeks from the date the institution confirms the request for delivery.

- 4.1.2. Bidders who attend the Compulsory Briefing Session (online) will be eligible to attend the Site Visit – bidders will be informed of the date to view the location and layouts at least 2 days after the briefing session.

4.2. **WARRANTIES AND GUARANTEES**

- 4.2.1. The office furniture must have a minimum 24-month warranty and five (5) years guarantee.
- 4.2.2. The service provider warrants that all products and items delivered are new, unused and shall have no defects.

5. **TIMEFRAMES**

- 5.1. The duration of the contract is for 36 months, and delivery must be done within six (6) weeks from the date PanSALB confirms the request for delivery.

6. **CONTRACTUAL OBLIGATION**

- 6.1. Bidders to fully complete SBD 3.1 including all applicable costs (*including Annexure A, with the total bid price clearly referenced in SBD 3.1*)
- 6.2. In the case of the service provider using subcontractors, the former will be responsible for ensuring the delivery of services from any such subcontractors and for making any payments to such subcontractors.
- 6.3. Bidder will be subjected to measuring satisfactory performance.
- 6.4. The successful bidder will be required to have adequate liability insurance in place (**upon parties contracting**)
- 6.5. The bidding process is in accordance with the criteria set out in PanSALB's Supply Chain Management Policy and Preferential Procurement Policy, in accordance with the provisions set out in the Preferential Policy Framework Act of 2000.
- 6.6. Bidders are also required to take all reasonable steps to protect the information, in line with the provisions of the POPIA 4 of 2014.

7. **ABSENCE OF OBLIGATION & CONFIDENTIALITY**

- 7.1. No legal or other obligation shall arise between the service provider and PanSALB unless/until both parties have signed a formal contract, Purchase acceptance or Service Level Agreement in place.
- 7.2. The Contract site is at **PanSALB (as and when required)**.

8. ADMINISTRATIVE CRITERIA (PHASE 1)

- 8.1. Proof of registration on CSD (**Central Supplier Database**)
- 8.2. General Conditions of Contract - Please initial each page.
- 8.3. Standard Bid Document 1 – Proof of authority must be submitted e.g., company resolution including - complete and sign.
- 8.4. Standard Bid Document 3.1 – complete and sign 3.1 (bidder may provide a quotation on a letter and price according to Annexure A) total bid price must be clearly tabled in SBD 3.1.
- 8.5. Standard Bid Document SBD 4.
- 8.6. Standard Bid Document and SBD 6.1
- 8.7. Bidders are required to submit original or certified valid B-BBEE certificates / sworn affidavits in order to substantiate their rating claims. If bidders do not submit certificates or are non-compliant contributors to B-BBEE they do not qualify for preference points for B-BBEE but will not be disqualified from the process.
- 8.8. Bidders must also submit a printed TCS together with the bid.
- 8.9. Bidders must attend the MS Teams compulsory briefing; the connection link will be provided upon request, and the request must be sent to zola@pansalb.org

9. EVALUATION CRITERIA

- 9.1. Responses will be evaluated using a predetermined set of evaluation criteria. The evaluation criteria are designed to reflect PanSALB's requirements in terms of identifying a suitable service provider and ensuring the selection process is transparent and affords all the bidders a fair opportunity for evaluation and selection.
- 9.2. **Functional Evaluation Threshold (Phase 2)**
 - 9.2.1. The tender submission will be functionally evaluated out of a **minimum of 70 points –any bidder who scores less than 70** will not be considered for further evaluation **maximum score is 100**.
 - 9.2.2. The evaluation is based on functionality, which will be evaluated using the following criteria and points:

Evaluation Area	Evaluation Criterion	Minimum Points	Maximum Points
Project/ Rollout Plan	The Bidder must provide a project plan that indicates the timelines of each step undertaken in the process from sourcing of materials, manufacturing, delivery, and installation. <i>(Bidders must provide proposed modern furniture as referenced in Annexure B)</i> 3 - 4 weeks = 40 points 5 - 6 weeks = 30 points Non-compliance with any of the above = 0 points	30	40
References	Three (3) clients (on client letterhead) whom the bidder has supplied with office furniture. The purpose of references is to obtain feedback on the bidder's ability to supply, deliver, assemble, and install furniture at the required quantities and quality standards to the client's own specifications with performing customer service levels on time. The bidder must provide a <i>signed reference letter</i> from the client <i>(on a client letterhead dated and signed, with a contactable email address, the value of the project completed)</i> ■ Minimum 3 references letters with all the above information supplied = 20 points ■ 4 – 5 references letters with all the above information supplied = 25 points ■ Above 5 references letters with all the above information supplied = 30 points Non-compliance with any of the above = 0 points Due diligence will be conducted against reference letters submitted	20	30

Portfolio of Evidence	The service provider must submit proof of a Portfolio of Evidence against the client reference letters submitted. ■ Minimum 3 POE as per the reference letters supplier = 20 points ■ 4 – 5 POE as per the reference letters supplier = 25 points ■ Above 5 POE as per the reference letters supplier = 30 points Non-compliance with any of the above = 0 points Due diligence will be conducted against the references provided	20	30
TOTAL		70	100

Bidders who obtained less than the minimum threshold of **70 points** will be declared non-responsive and therefore will not be eligible for **evaluation of B-BBEE Aligned to Specific Goals & Price Preference**.

9.3. Functional Evaluation Threshold (Phase 2)

9.3.1. The tender submission will be functionally evaluated out of a **minimum of 70 points –any bidder who scores less than 70** will not be considered for further evaluation **maximum score is 100**.

9.4. Preference Points Evaluation (B-BBEE and Price)

9.4.1. As the tender **price is estimated to be between R2001 and R50 million including VAT**, the tender responses will be evaluated on the **80/20**-point system.

9.4.2. B-BBEE will be evaluated using the following criteria:

SPECIFIC GOALS	NUMBER OF POINTS (80/20 SYSTEM)
100% Women's Ownership	5=points
100% SMME/EME	6=points
100% owned by HDI	4=points

100% owned by disabled individuals	3=points
Locality (Bill to be attached as proof)	2=points

10.EVALUATION CRITERIA

- 10.1. The bidder obtaining the highest number of total points will be awarded the contract unless objective criteria justify the award to another bidder.
- 10.2. Preference points shall be calculated after the process has been brought to a comparative basis taking into account all factors of non-firm prices.
- 10.3. In the event that two or more bids have scored equal points in terms of price and preference points for B-BBEE, the successful bid must be the one scoring the highest number of preference points for B-BBEE - in terms of PPR 2022.
- 10.4. However, when functionality is part of the evaluation process and two or more bids have scored equal points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 10.5. Should two or more bids be equal in all respect, the award shall be decided by the drawing of lots.
- 10.6. Bidders who qualify as EMEs and QSEs in terms of the B-BBEE Act must submit a Sworn affidavit. Misrepresentation of the information constitutes a criminal offense.
- 10.7. Bidders other than EMEs or QSEs must submit their original and valid B-BBEE status level verification certificate, substantiating their B-BBEE rating issued by SANAS.
Tertiary institutions and public entities will be required to submit their B-BBEE status-level certificates.

11.CONSORTIUM

- 11.1. A consortium is an association of two or more individuals, companies, organizations, or governments (or any combination of these entities) with the objective of participating in a common activity or pooling their resources for achieving a common goal.
- 11.2. A consortium requires that each participant retains its separate legal status and the consortium's control over each participant is generally limited to activities involving the

joint endeavor, particularly the division of profits. A consortium is formed by contract, which delineates the rights and obligations of each member.

- 11.3. In a consortium, only the lead bidder's credentials both in terms of financial and technical qualifications are considered. Therefore, the interpretation and application to an RFQ/Bid process is such that the lead partner is identified, and the following requirements are required as follows:

a) Lead Partner

- ✓ All administrative documents (consortium agreement between the lead partner and the partner)
- ✓ Technical requirements (which will show in the proposal and other requirements why the need for the consortium, which for all intent and purpose fulfills the requirements of the bid through a combination of skills)

b) Partner

- ✓ Proof of CSD registration.
- ✓ Tax Pin.
- ✓ B-BBEE Sworn-Affidavit.
- ✓ SBD 4

- 11.4. It should be taken into cognizance that although the lead partner is the qualifying entity, the partner should prove that it can do business with state-owned entities, through CSD registration, proof that the taxes are compliant, its level of B-BBEE status in order to align with the B-BBEE status level required by the BID, declare interest and answer questions that it is not a disqualified entity with the National Treasury. The foregoing ensures compliance from an SCM process perspective that the consortium is in order.

- 11.5. Of importance is that in a consortium, each individual team member retains their identity.

12.A JOINT VENTURE

- 12.1. A joint venture is a business entity created by two or more parties, generally characterized by Shared ownership returns and risks and shared governance.

- 12.2. Unincorporated joint venture:

- 12.2.1. All SCM documents are filled in by the joint venture in the name of the joint venture, although the submission of administrative documents (partnership

agreement between parties) will be completed in the name of the joint venture, and the following will be required from both parties, amongst others:

- a) SBD 4
- b) SBD 6.1
- c) Tax pin
- d) CSD registration.
- e) The JV agreement will direct which bank account of the two entities will be used.
- f) Consolidated Joint B-BBEE Certificate.

12.3. Incorporated joint venture:

12.3.1. This is aligned to a registered entity or company. A registered entity/ company with a consolidated B-BBEE certificate and a bank account in the name of the Joint venture. The required compliance documents must be completed by the entity/ company the name of the joint venture, and the following will be required amongst others:

- a) SBD 4
- b) SBD 6.1
- c) Tax pin
- d) CSD registration.
- e) The JV agreement will direct which bank account of the two entities will be used.
- f) Consolidated Joint B-BBEE Certificate.

12.3.2. A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for unless the intended Sub-contractor is an EME that has the capacity and the ability to execute the sub-contract.

12.3.3. A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned unless the contract is sub-contracted to an EME that has the capacity and the ability to execute the sub-contract.

13.COMMUNICATION

- 13.1. Respondents are warned that a response will be disqualified should any attempt be made by a bidder either directly or indirectly to canvass any officer(s) or employees of PanSALB in respect of the BID process, between the closing date and the date of the award of the business.
- 13.2. All inquiries relating to this BID should be emailed **three days before the closing date**.

14.CONDITIONS TO BE OBSERVED WHEN BIDDING

- 14.1. The Pan South African Language Board does not bind itself to accept the lowest or any BID, nor shall it be responsible for or pay any expenses or losses which may be incurred by the bidder in the preparation and delivery of his BID submission.
- 14.2. PanSALB also reserves the right to withdraw or cancel the BID at any stage.
- 14.3. No BID shall be deemed to have been accepted unless and until a formal contract / Contract Form and letter of award or Purchase Order is prepared and executed.
- 14.4. The bid shall remain open and valid by PanSALB for a period of **90 days** from the closing date of the BID Enquiry.
- 14.5. PanSALB reserves the right to:
 - 14.5.1. Not evaluate and award a bid that does not comply strictly with this BID document.
 - 14.5.2. Make a selection solely on the information received in the Bid Document and Enter into negotiations with any one or more of the preferred bidders(s) based on the criteria specified in the terms of reference.
 - 14.5.3. Contact any bidder during the evaluation process, in order to clarify any information, without informing any other bidders. During the evaluation process, no change in the content of the BID shall be sought, offered, or permitted.
 - 14.5.4. Cancel this BID at any time.
 - 14.5.5. Should bidder(s) be selected for further negotiations, they will be chosen on the basis of cost-effectiveness and the principle of value for money, not necessarily on the basis of the lowest costs.

15.COST OF BIDDING

- 15.1. The bidder shall bear all costs and expenses associated with the preparation and submission of its BID submission and PanSALB shall under no circumstances be

responsible or liable for any such costs, regardless of, without limitation, the conduct or outcome of the bidding, evaluation, and selection process.

16.NOTE TO BIDDERS

- 16.1. Due diligence to be conducted by PanSALB prior to the award of the contract.

17.SUBMISSION OF THE DOCUMENTS

- 6.1 Bidders are advised to ensure that bids are submitted, allowing sufficient time for any unforeseen events that may delay the delivery of the bid and time to access PanSALB premises.
- 6.2 All bidders are required to complete a bid register when submitting bid documents. The Bid register is available at the below-mentioned address.
- 6.3 Bidders should deposit their documents into the tender box available on the 5th Floor reception area by **18 SEPTEMBER 2023** at **14H00** am at the address below:

**PROVISUS BUILDING: Pan South African Language Board, Head Office, 523 Stanza Bopape Street,
ARCADIA - PRETORIA.**

18.LATE SUBMISSION

- 18.1. A response to this Request for Bid (RFB) shall be late if it is received by PanSALB at any time after the closing date and time indicated in **RFB.**
- 18.2. A late submission shall be clearly marked as late and shall not be admitted for consideration by PanSALB.

19.CLOSING DATE

Date: 18 SEPTEMBER 2023

Time: 14:00 pm (noon)