



## REQUEST FOR QUOTATION (RFQ)

To Service providers

From: Supply Chain Management

Tel. no.: 011 544-1000

Reference: RFQ/JHB/2023/199

Subject: APPOINTMENT OF A SERVICE PROVIDER FOR THE MANUFACTURE, DELIVERY AND ASSEMBLY OF FURNITURE FOR THE HDA HEAD OFFICE.

A proposal(s) **MUST** be submitted to:

**4 KIKUYU ROAD**

**SUNNINGHILL**

**2157**

Closing Date: **14 March 2024**

Closing Time: **11h00**

**Compulsory Site Briefing at 4 Kikuyu Road Sunninghill 2157**

**Time: 11H00**

**Date: 08 March 2024**

Proposal(s) must be addressed to THE SCM Department HEAD OFFICE before the closing date and time shown above.

**SUPPLIER TO NOTE:**

- A) ALL PROPOSALS MUST ONLY BE DELIVERED TO THE ADDRESS PROVIDED ABOVE
- B) THE HDA CONDITIONS OF PURCHASE WILL APPLY
- C) LATE / INCOMPLETE PROPOSALS WILL NOT BE CONSIDERED

| ITEM NO. | DESCRIPTION  | QTY | Unit of Measure | TOTAL PRICE (EXCL. VAT) | TOTAL PRICE (INCL. VAT) |
|----------|--|-----|-----------------|-------------------------|-------------------------|
|          | <p><b>APPOINTMENT OF A SERVICE PROVIDER FOR THE MANUFACTURE, DELIVERY AND ASSEMBLY OF FURNITURE FOR THE HDA HEAD OFFICE</b></p> <p>Please see attached scope of work/Terms of Reference (Annexure A)</p> |     |                 |                         |                         |

**EVALUATION CRITERIA**

The evaluation of proposals is to determine whether the Bidder is capable of delivering the Goods/Services and works. Bidders will be evaluated according to the following Evaluation Criteria:

**Stage1- Adherence to Compliance checklist requirements,**

**Stage 2= Functionality, Bidder to meet a specific threshold to proceed to final stage (see attached TOR)**

**stage3: Price and Specific Goals**

| Evaluation criteria | Weighting  |
|---------------------|------------|
| Specific Goals      | 20         |
| Price               | 80         |
| <b>TOTAL</b>        | <b>100</b> |

**Price Evaluation:** The evaluation for price will be done based on the following formula:

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

Where

*PS = Points scored for price of tender under consideration*

$P_t = \text{Rand value of offer tender consideration}$   
 $P_{min} = \text{Rand value of lowest acceptable tender}$

**Specific Goals Evaluation:** A bidder must submit proof or documentation to claim points for specific goals. A bidder failing to submit proof or documentation to claim points for specific goals will be interpreted to mean that preference points for specific goals are not claimed. The bidder may not be disqualified but will score 0 points out of 20 for specific goals.

| The Specific Goals allocated points in terms of this tender          | Number of Points | Proof / Documentation required to Claim Points for Specific Goals     |
|--|------------------|---|
| <b>Size of Company (Maximum points = 7 points)</b>                   |                  |   |
| • EME  | 7                | CSD and Sworn Affidavit   |
| • QSE  | 5                | CSD and Sworn Affidavit   |
| • GE or others   | 3                | Letter from Auditors or Authorised person confirming annual turn over |
| <b>Black Women Owned (Maximum points = 5 points)</b>                 |                  |   |
| 75% - 100%   | 5                | CSD and Sworn Affidavit   |
| 51% - 74.99 -  | 3                | CSD and Sworn Affidavit   |
| Below 51%  | 1                | CSD and Sworn Affidavit   |
| <b>Historically Disadvantaged South Africans* (maximum Points 2)</b> | 2                | CSD   |
| <b>Youth (Maximum points 3)</b>                                      | 3                | CSD and Sworn Affidavit   |
| <b>Disabled People</b>   | 3                | CSD and Sworn Affidavit   |

**\*Historically disadvantaged South Africans refers to any person, category of persons, or communities disadvantaged by unfair discrimination before the constitution of the Republic of SA, 1993 (ACT No. 2000 of 1993 come into operations).**

**DELIVERY PERIOD:** Suppliers are requested to offer their earliest delivery period possible.

Delivery will be effected within ..... working days from date of order. (To be completed by Service provider)

**REQUEST FOR QUOTATION**

**VALIDITY PERIOD:** THE HDA desires a validity period up to **90 days** against this Proposal. It should be noted that suppliers may offer an earlier validity period, but that their quotation may in that event, be disregarded for this reason.

This Proposal is valid until ..... (To be completed by Supplier)

YOUR REFERENCE: .....

**PAYMENT:**

Payment will be made upon completion of the works within 30 days from date of receipt of a correct tax invoice.

**NB: Compliance Checklist Requirements for all Services/Goods and works**

**If you do not submit the following documents your Proposal/Quote will be disqualified automatically:**

| No.                                      | Description of requirement  |  |
|--|---|--|
| <b>Standard returnable document</b>      |   |  |
| a)                                       | Completion of ALL RFQ documentation (includes ALL declarations, ALL Standard Bidding Documents (SBD) and Commissioner of Oath signatures required)                    |  |
| <b>Non-Standard Returnable Documents</b> |   |  |
| b)                                       | Signed Joint Venture, Consortium Agreement or Partnering Agreement ( <i>whichever is applicable</i> )   |  |
| c)                                       | CSD supplier registration number ( <i>should a bidder not registered on CSD; the bidder will be afforded 14 days after the closing date to register accordingly</i> ) |  |

**If the bidder does not submit the following documents, the bid will be considered non-compliant and these documents must be made available should an award be made.**

| No. | Description of requirement   |  |
|-----|--|--|
| a)  | CSD supplier registration number for verification checks                               |  |
| b)  | Specific Goals Requirements  |  |
| c)  | Letter of Good Standing: Compensation for Occupational Injuries & Diseases Act (COIDA) |  |

**NOTE:**

**Non-submission of information which will be scored on **functionality** will lose points on functionality (**where applicable**)**

**A bidder failing to submit proof or documentation to claim points for specific goals will be interpreted to mean that preference points for specific goals are not claimed. The bidder may not be disqualified but will score 0 points out of 20 for specific goals.**

**e-mail:**

|  |                   |  |
|--|-------------------|--|
|  | <b>Contact:</b>   |  |
|  | <b>Signature:</b> |  |

## **Annexure A GOVERNMENT PROCUREMENT**

### **GENERAL CONDITIONS OF CONTRACT**

#### **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

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)

## 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 for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

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

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

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

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

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

#### **15. Warranty**

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

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

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

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

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

- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

## **22. Penalties**

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

## **23. Termination for default**

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

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

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

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

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

the intended penalty as not objected against and may impose it on the supplier.

- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
  - (ii) the date of commencement of the restriction
  - (iii) the period of restriction; and
  - (iv) the reasons for the restriction.

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

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

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

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

## **25. Force Majeure**

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

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

## **26. Termination for insolvency**

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

## **27. Settlement of Disputes**

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

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

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

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

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

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

## **28. Limitation of liability**

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

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



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

**29. Governing language**

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

**30. Applicable law**

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

**31. Notices**

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

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

**32. Taxes and duties**

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

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

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

**33. National Industrial Participation (NIP) Programme**

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

## PART A INVITATION TO BID

|  |  |                                    |   |                               |  |
|--|--|------------------------------------|---|-------------------------------|--|
| <b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b> |  |                                    |   |                               |  |
| <b>BID NUMBER:</b>   | RFQ/JHB/2023/199   | <b>CLOSING DATE:</b> 14 March 2024 |   | <b>CLOSING TIME:</b>          | 11H00  |
| <b>DESCRIPTION</b>   | APPOINTMENT OF A SERVICE PROVIDER FOR THE MANUFACTURE, DELIVERY AND ASSEMBLY OF FURNITURE FOR THE HDA HEAD OFFICE. |                                    |   |                               |  |
| <b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>       |  |                                    |   |                               |  |
| 4 KIKUYU ROAD  |  |                                    |   |                               |  |
| SUNNINGHILL  |  |                                    |   |                               |  |
| 2157   |  |                                    |   |                               |  |
| <b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>  |  |                                    | <b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>                    |                               |  |
| CONTACT PERSON   | Njabulo Hlongwane  |                                    | CONTACT PERSON  |                               |  |
| TELEPHONE NUMBER   | 011 544 1000   |                                    | TELEPHONE NUMBER  |                               |  |
| FACSIMILE NUMBER   |  |                                    | FACSIMILE NUMBER  |                               |  |
| E-MAIL ADDRESS   | <a href="mailto:Njabulo.Hlongwane@thehda.co.za">Njabulo.Hlongwane@thehda.co.za</a>                                 |                                    | E-MAIL ADDRESS  |                               |  |
| <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:   |                                    | <b>OR</b>   | 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<br>[IF YES ENCLOSE PROOF]                                 |                                    | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED? |                               | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[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)?                                  |  |                                    |   |                               | NO <input type="checkbox"/> YES <input type="checkbox"/>   |
| DOES THE ENTITY HAVE A BRANCH IN THE RSA?  |  |                                    |   |                               | NO <input type="checkbox"/> YES <input type="checkbox"/>   |
| DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?                                       |  |                                    |   |                               | NO <input type="checkbox"/> YES <input type="checkbox"/>   |
| DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?  |  |                                    |   |                               | NO <input type="checkbox"/> YES <input type="checkbox"/>   |
| IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?  |  |                                    |   |                               | NO <input type="checkbox"/> YES <input type="checkbox"/>   |

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

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

**1. BID SUBMISSION:**

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

**2. TAX COMPLIANCE REQUIREMENTS**

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

SBD4

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

2.2.1 If so, furnish particulars:

.....  
 .....

---

<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.

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 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

<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.

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



**SBD 6.1****PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL  
PROCUREMENT REGULATIONS 2022**

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

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

**1. GENERAL CONDITIONS**

1.1 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
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

**1.2 To be completed by the organ of state**

*(delete whichever is not applicable for this tender).*

- a) The applicable preference point system for this tender is the **80/20** preference point system.

1.3 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.

**1.4 To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

|  | <b>POINTS</b> |
|--|---------------|
| <b>PRICE</b>                                     | 80            |
| <b>Specific Goals</b>                            | 20            |
| <b>Total points for Price and Specific Goals</b> | <b>100</b>    |

- 1.5 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.
- 1.6 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. 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 bid 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; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

## 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 or 90 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



*point system.)*

| The specific goals allocated points in terms of this tender | Number of points allocated (80/20 system)<br>(To be completed by the organ of state) | Number of points claimed (80/20 system)<br>(To be completed by the tenderer) |
|---|--|--|
| <b>Size of Company (7)</b>                                  |  |  |
| • EME   | 7  |  |
| • QSE   | 5  |  |
| • GE  | 3  |  |
| <b>Black women(5)</b>                                       |  |  |
| 75% - 100%  | 5  |  |
| 51% - 74.99%  | 3  |  |
| Below 51%   | 1  |  |
| <b>Youth</b>  | 3  |  |
| <b>HDSA</b>   | 2  |  |
| <b>Disabled</b>   | 3  |  |

**DECLARATION WITH REGARD TO COMPANY/FIRM**

4.3. Name of company/firm.....

4.4. Company registration number: .....

4.5. 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]

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

- i) The information furnished is true and correct;

- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

.....  
**SIGNATURE(S) OF TENDERER(S)**

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

.....

.....

.....

**ANNEXURE A**  
**SCOPE OF WORK**

**1. INTRODUCTION AND BACKGROUND**

The Housing Development Agency (HDA) is a national public sector development agency that acquires and prepares land, develops the land, and manages the development of housing and human settlements. We carry out our activities in partnership with a range of stakeholders, including national, provincial, and local governments, as well as with communities, developers, financiers, and other affected parties. The HDA was established in 2009; the Agency was established by an Act of Parliament in 2008 and is accountable through its Board to the Minister of Human Settlements. For more information about the HDA, please visit our website: [www.thehda.co.za](http://www.thehda.co.za)

**2. PROJECT OBJECTIVE**

The Housing Development Agency (HDA) recently moved to its new offices, which are located at No. 4 Kikuyu Road, Sunninghill, Sandton. HDA seek to appoint a service provider to manufacture, deliver, and assemble furniture.

**3. SCOPE OF WORK**

**3.1. Space Planning**

3.1.1 The floor plan will be supplied; however, the winning bidder must visit HDA offices for on-site measurements before commencing manufacturing. This step is essential to ensure the service provider furnishes accurate desk dimensions that appropriately fit within the designated space.

3.1.2 Space utilisation: The service provider shall maximise the use of available space, by identifying the most efficient arrangement of furniture and equipment within the designated spaces, taking cognisance of available electrical and IT plug points.

3.1.3 Office spaces should have enough free space to allow people to get to and from workstations and to move with ease. Access to emergency exit routes must also remain open and free of furniture.

3.1.4 ***The service provider will assist in removing existing desks in the offices where the new furniture will be assembled.***

**3.2. Manufacture; Delivery and Assembly of Furniture at the HDA Offices**

The service provider will be required to manufacture; deliver and assemble the procured furniture at the HDA offices within 3 weeks of signoff of the layout and required furniture being approved. The HDA requires minimalist office furniture of the highest quality with sufficient storage space.

**3.3. Defects on walls and other surfaces**

Any defects walls and other surfaces caused by the supplier during the delivery and installation of furniture, will be fixed at the expense of the supplier.

**3.4. Furniture, Technical Specifications, and Required Quantity**

| Furniture  | Short Description   | Quantity         |
|--|---|------------------|
| <p>1. Technical Specifications for Open plan desks</p> <p><b>Open Plan Desks</b></p>  <p><b>Desk</b><br/> <b>Material:</b> High-quality wood with metal frame construction.<br/> <b>Dimensions:</b> Will depend on space planning<br/> <b>Finish:</b> Scratch-resistant, easy-to-clean surface.<br/> <b>Configuration:</b> Rectangular open-plan design with ample workspace.<br/> <b>Cable Management:</b> Integrated channels for organized cable routing.<br/> <b>Legs:</b> Sturdy and stable, with leveling glides for uneven floors.<br/> <b>Power Socket Unit:</b> Each desk is to be fitted with Power Socket Unit<br/> <b>(Refer to Annexure A)</b><br/> <b>Modesty panel:</b> All managerial desk must be fitted with modest panels</p> <p><b>Attached Storage Cabinet:</b><br/> <b>Material:</b> Coordinated with desk, durable wood or metal.<br/> <b>Dimensions:</b> Length x Width x Height (in millimetres).</p> | <p><b>Open plan desk</b> equipped with Power Socket Unit. The desk will come in different sizes depending on the needs of an area, and availability of space.</p> <p>Seating areas = 10 Seats</p> | <p><b>10</b></p> |

Configuration: Cabinets with doors and/or drawers for versatile storage.

Locking

**Mechanism:** Secure locks on drawers and cabinets for confidential items.

**WORKSURFACE EDGING**

Laminated work surfaces to have a 3mm thick extruded PVC or ABS edging with all corners profiled, resulting in no sharp edges. Edging should match the top, and be of such a nature as not to wear or wipe off. All edging to be applied using high-grade hot- melt adhesive.

2. Technical Specification for Executive desk and cabinet

**EXECUTIVE DESK**



**Material:** High-quality wood or metal construction.

**Dimensions:** Length x Width x Height (in millimetres).

**Surface Finish:** Scratch-resistant, easy-to-clean surface.

**Storage:** Includes drawers and compartments for efficient organization.

**Cable Management:** Integrated system for managing cables and wires.

**Power Socket Unit:** Each desk is to be fitted with Power Socket Unit **(Refer to Annexure A)**

**Modesty panel:** All managerial desk must be fitted with modest panels

**WORKSURFACE EDGING:** Laminated work surfaces to have a 3mm thick extruded PVC or ABS edging with all corners profiled, resulting in no sharp edges. Edging should match the top and be of such a nature as not to wear or wipe off. All edging to be applied using high-grade hot- melt adhesive Side cabinet should be made of the same material as the table top.

**DESCRIPTION**

38mm Top with panel leg/s with brushed PVC aluminium edging  
 Modesty panel in paired finish  
 L-Extension storage: 1 x Pen & pencil drawer, 3 x standard drawers, 2 x hinge doors & 1 x open compartment with shelf  
 Available in CN Exclusive laminates paired with anthracite or black  
 Standard Desk Sizes:  
 2000 (L) x 900 (W) x 738 (H) – Freestanding  
 1900 (L) x 2000 (W) x 738 (H)

2



### 3. Lockable Cabinet



#### Cabinets:

**Material:** Coordinating with desk, made of durable wood.

**Shelves:** Adjustable to accommodate various-sized items.

**Doors:** Solid doors for aesthetics and dust protection

### 4. Drawers



**Material:** High-quality wood.

**Dimensions:** (L)480mm x (B)400mm x (H)650mm

**Surface Finish:** Scratch-resistant, easy-to-clean surface

**Wheels:** The drawer should have high quality castors/wheels

### Office Cupboard

(L)1300mm X (B)400mm X (H)1500mm

5

### Drawers with castors

2

## 5. Managerial desk technical specifications



**Material:** High-quality wood with metal frame construction.

**Dimensions:** Length x Width x Height (in millimetres).

**Surface Finish:** Scratch-resistant, easy-to-clean surface.

**Storage:** Includes drawers and compartments for efficient organization.

**Cable Management:** Integrated system for managing cables and wires.

**Power Socket Unit:** Each desk is to be fitted with Power Socket Unit **(Refer to Annexure A)**

**Modest panel:** All managerial desk must be fitted with modest panels

**WORKSURFACE EDGING:** Laminated work surfaces to have a 3mm thick extruded PVC or ABS edging with all corners profiled, resulting in no sharp edges. Edging should match the top, and be of such a nature as not to wear or wipe off. All edging to be applied using high-grade hot- melt adhesive.

**WORKSURFACE:** To be the same as the top surface of open plan desks

### DESCRIPTION

22mm Walnut top with reverse chamfered edge  
 Metal under structure in anthracite or black painted finish  
 Optional modesty panel in Anthracite or Black laminate  
 Available as a freestanding desk or with dropped L-extension in Anthracite or Black laminate with matching finger-grip handles  
 Dropped L-Extension: 3 x drawers with soft-closing runners, floating pen & pencil tray, 3 x hinge doors  
 Available in CN Exclusive Supalam finishes, Anthracite & White

Standard Desk Sizes:

2000 (W) x 900 (D) x 722 (H)

2000 (W) x 1800 (D) x 722 (H)

Matching storage items with mitred corners and soft closing drawers

12

**Genuine Leather Couch (3-seater and 2-seater) and 4 Coffee Table (style) as shown on the picture.**



**SET OF:** [3-seater Black Leather couch

**1**

2-seater black leather couch

4 Side tables]

## Annexure A

### POWER SOCKETS UNITS



**All Desks to Be Equiped with Pop Up Power Sockets Units Including necessary cable trays**

Each Pop/Flip Up Power unit must be able to be closed while the plugs are still attached with a brush strip that allows for the cables to exit the unit whilst in closed Socket outlets

- 2 x South African 16 Amp 3 pin socket
- 1 x South African Dedicated socket
- 1 x South African Compact Socket (SANS 164-2)

Data / auxiliary modules:

- 1 x USB 3.0 Type C
- 1 x USB 2.4 Amp dual charger
- 2x Networking Ethernet Cable
- 2x twin plug connection
- Core hole drilling capacity during assembly

### Pricing Schedule

| Item No.                   | Description<br><br>(See <b>Annexure A</b> for detailed Description)                            | Qty                    | Unit | Rate |   | Total |   |
|----------------------------|--|------------------------|------|------|---|-------|---|
|                            |  |                        |      | R    | C | R     | C |
| 1                          | Open Plan Desk<br><br>(Single Desk)  | 10<br><br>workstations | No.  |      |   |       |   |
| 2                          | Lockable Cabinet   | 5                      | No.  |      |   |       |   |
| 3                          | Executive Desk   | 2                      | No.  |      |   |       |   |
| 4                          | Drawers  | 2                      | No.  |      |   |       |   |
| 5                          | Managerial Desk  | 12                     | No.  |      |   |       |   |
| 6                          | Power Socket Unit<br>including cabling<br>management and<br>installation                       | 24                     | No.  |      |   |       |   |
| 7                          | Genuine Leather Couch<br>for Reception Area, with<br>4 tables as shown on<br><b>Annexure A</b> | 1                      | No.  |      |   |       |   |
| Total Amount – (Excl. VAT) |  |                        |      |      |   |       |   |
| VAT (15%)                  |  |                        |      |      |   |       |   |
| Total Inclusive of VAT     |  |                        |      |      |   |       |   |

**NB: The total price must be inclusive of space planning, delivery, handling and assembling.**

### **3.5. Warranty on furniture**

- 3.5.1. **Warranty Clause:** The supplier shall provide a comprehensive warranty for all furniture items included in this procurement. The warranty period for each item shall be clearly specified in the product documentation provided by the supplier.
- 3.5.2. **Duration of Warranty:** Specify the duration of the warranty period for each furniture item. For example, "The warranty period for [specific furniture item] shall be [number] years from the date of delivery."
- 3.5.3. **Coverage:** Clearly outline what is covered by the warranty. This may include defects in materials, workmanship, and any functional aspects of the furniture.
- 3.5.4. **Exclusions:** List any conditions or circumstances that may void the warranty. For example, misuse, improper maintenance, or modifications made without prior approval from the supplier.
- 3.5.5. **Claim Process:** Detail the process that the buyer must follow in the event of a warranty claim. Include information on how to contact the supplier, what documentation is required, and the steps involved in resolving the claim.
- 3.5.6. **Responsibility for Costs:** Specify whether the supplier or the buyer is responsible for any costs associated with the warranty claim, such as shipping, labour, or replacement parts.  
**Replacement or Repair:** Clarify whether the supplier will replace or repair the furniture item in the event of a valid warranty claim. Include details on how this decision will be made.

### **3.6. Material Specification**

The successful service provider will be required to present material samples commencing with the manufacturing, and HDA reserve a right to choose or decline the material which has been presented.

See point 3.4. for more information on Technical Specifications.

## **4. DELIVERABLES**

- 4.1 To stipulate minimum threshold for local production and content for office furniture.
- 4.2 To stipulate dimensions, materials, durability, material properties.

- 4.3. The service provider to provide service and warranty on the maintenance and support.
- 4.4. All to be supplied, delivered and assembled within a period of 3 weeks after the signing of the Service Level Agreement (SLA).
- 4.5. To provide evidence of track record in a similar assignment undertaken, including the value.
- 4.6. To provide contact names and contact details of two or more references who can provide an objective assessment of the projects previously undertaken.
- 4.7. The service provider will report directly to the Head: Corporate Support.
- 4.8. Prior to acceptance of the quotes, a sample of goods to be supplied to be inspected and approved by the HDA.
- 4.9 The service provider will be liable for any breakage or damage to furniture while delivering and assembling.
- 4.10 To provide experienced staff on furniture assembling.

## **5. COMPULSORY BRIEFING MEETING**

- 5.1 A compulsory briefing and inspection meeting will be held on the **08 March 2024 at 11h00 at 4 Kikuyu Rd Sunninghill 2157**

## **PRICING SCHEDULE**

- Bidders are required to provide price proposal and the broken down of how the bidder arrived to the final price.
- All prices to be VAT inclusive.
- Prices are to be fixed for the duration of the contract.

## **6. Transformation Procurement**

- The HDA may transform its procurement spend by utilising the specific goals.

## **7. Evaluation Process**

Interested bidders for this project shall be evaluated in terms for their administrative responsiveness, substantive responsiveness, technical/functional (capacity testing) evaluation and preference points. The evaluation committee shall use the following Evaluation Criteria depicted in table 3 below for the selection of the preferred bidder that shall render / deliver the required works, goods and / or services.

| <b>EVALUATION PROCESS</b>     |  |
|-------------------------------|--|
| <b>Stage 1</b>                |  |
| Compliance                    | Administrative Responsiveness                          |
|                               | Substantive responsiveness<br>(mandatory)              |
| <b>Stage 2</b>                |  |
| Technical/Functional Criteria | Testing of capacity – meet minimum<br>threshold of 70% |
| <b>Stage 3</b>                |  |
| <b>Preference Points</b>      |  |
| Price                         | 80   |
| Specific Goals                | 20   |
| <b>TOTAL</b>                  | <b>100</b>   |

**Table 3** – evaluation process

**7.1 STAGE 1 - Administrative and Substantive Responsiveness (BEC to determine the If a supplier / bidder do not submit the following documents the Proposal will be disqualified automatically: (this list is not exhaustive)**

| <b>No.</b>                               | <b>Description of requirement</b>   |  |
|--|---|--|
| <b>Standard returnable document</b>      |   |  |
| a)                                       | Completion of ALL RFQ documentation (includes ALL declarations, ALL Standard Bidding Documents (SBD) and Commissioner of Oath signatures required)                    |  |
|  |   |  |
| <b>Non-Standard Returnable Documents</b> |   |  |
| b)                                       | Signed Joint Venture, Consortium Agreement or Partnering Agreement ( <i>whichever is applicable</i> )   |  |
| c)                                       | CSD supplier registration number ( <i>should a bidder not registered on CSD; the bidder will be afforded 14 days after the closing date to register accordingly</i> ) |  |

**Table 4** – Administrative Compliance

## 7.2 STAGE 2 - Technical / Functionality Requirements

Qualifying bidders shall be evaluated on technicality / functionality after meeting all compliance requirements outlined above. The minimum threshold for the technical/functionality requirements is **70 %**. Bidders who score below the minimum requirement shall not be considered for further evaluation in stage 3.

Summary of the technical/functional requirements are presented in the table 5 below.

Table 5 – Functionality

| CRITERIA           | GUIDE ON THE ALLOCATION OF POINTS   | MAXIMUM POINTS TO BE AWARDED |
|--------------------|---|------------------------------|
| Company Profile    | Bidders must provide the following as proof of capacity:<br><b>Company profile</b><br>- number of years in business<br><br>Non submission= <b>0 Points</b><br><br>1 – 5 years' experience = <b>5 Points</b><br><br>6 – 10 years' experience= <b>10 Points</b><br><br>11 and above years of experience = <b>15 Points</b>  | <b>15</b>                    |
| Team experience    | Supervisor should have NQF 4 (Senior Certificate) with a Trade certificate or equivalent. CV summaries of the above team members clearly indicating their skills and experience<br><br>0-5 years' experience = <b>5 Points</b><br><br>6-10years = <b>10 Points</b><br><br>More than 10 years' experience = <b>15 Points</b>   | <b>15</b>                    |
| Reference Letters: | Bidders are to submit 3 reference letters for similar work undertaken over the past 3 years. Reference letters will only be considered valid if they meet the following criteria: <ul style="list-style-type: none"> <li>• if on an official client letterhead,</li> <li>• if it makes reference to provision of similar services.</li> <li>• if not older than 5 years,</li> <li>• if signed and dated by authorised personnel.</li> </ul> | <b>30</b>                    |



|   |   |            |
|---|---|------------|
|   | <p>Non-submission= <b>0 Points</b></p> <p>1 Reference Letter= <b>10 Points</b></p> <p>2 Reference Letters= <b>20 Points</b></p> <p>3 or more Letters = <b>30 Points</b></p>   |            |
| Proposed Approach, Methodology and Project Plan | <p>Bidder's proposal should demonstrate the following:</p> <ul style="list-style-type: none"> <li>•Proposed approach with clear work programme and plan as well as resource allocation (installation plan)</li> <li>• Clear deliverables and timeframes</li> </ul> <p>No proposal = <b>0 Points</b></p> <p>Clear project plan for the space planning, manufacture, delivery and assembly of furniture with turnaround times. = <b>30 Points</b></p> | <b>30</b>  |
| Furniture Arrangement plan and Description.     | <ul style="list-style-type: none"> <li>•Provision of Clear 2D and 3D modeling rendered furniture design that show Dimensions, materials, durability, and design that meets with the HDA's specified requirements.</li> </ul> <p>Non-Submission= <b>0 Points</b></p> <p>Submission of clear 2D and 3D, with dimensions, description of material and durability = <b>10 Points</b></p>  | <b>10</b>  |
| <b>Total</b>                                    |   | <b>100</b> |

Table 5 – Functionality

### 7.3 STAGE 3 - PRICING AND SPECIFIC GOALS (REFER TO STAGE 3)