



## REQUEST FOR QUOTATION (RFQ)

To Service providers

From: Supply Chain Management  
[Tender4@thehda.co.za](mailto:Tender4@thehda.co.za)

Tel. no.: 011 544-1000

Reference: RFQ/NW/2024/143

Subject: The appointment of a service provider to undertake a detailed Phase 1 Geotechnical Investigation on Portion 45 of the Farm Klipgat 249 JQ, within the Klipgat area, Madibeng Local Municipality in the North-West Province.

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

**4 KIKUYU ROAD**

**SUNNINGHILL**

**2157**

Closing Date: **29 October 2024**

Closing Time: **11h00**

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

**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

*P<sub>S</sub>* = Points scored for price of tender under consideration

*P<sub>t</sub>* = Rand value of offer tender consideration

*P<sub>min</sub>* = 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>		

The Specific Goals allocated points in terms of this tender	Number of Points	Proof / Documentation required to Claim Points for Specific Goals
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**

**Stage 1: 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)	Completion of All Standard Bidding Document (SBD1, SBD 4 and 6.1)	
b)	CSD supplier registration number for verification checks	
c)	Letter of Good Standing: Compensation for Occupational Injuries & Diseases Act (COIDA)	
d)	Joint Venture / Consortium agreement / Trust Deed (where applicable)	

**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:

	Contact:	
	Signature:	

## **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.

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## General Conditions of Contract

### 1. Definitions

1. The following terms shall be interpreted as indicated:
  - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
  - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
  - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
  - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
  - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
  - 1.7 “Day” means calendar day.
  - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
  - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
  - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
  - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
  - 1.12 ”Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics,

quarantine restrictions and freight embargoes.

- 1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 “GCC” means the General Conditions of Contract.
- 1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 “Project site,” where applicable, means the place indicated in bidding documents.
- 1.21 “Purchaser” means the organization purchasing the goods.
- 1.22 “Republic” means the Republic of South Africa.
- 1.23 “SCC” means the Special Conditions of Contract.
- 1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.



- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance security**
- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

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

**8. Inspections, tests and analyses**

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

supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

## **9. Packing**

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

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

## **10. Delivery and documents**

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

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

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental services**

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual 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/NW/2024/006	<b>CLOSING DATE:</b> 29 October 2024		<b>CLOSING TIME:</b>	11H00
<b>DESCRIPTION</b>	THE APPOINTMENT OF A SERVICE PROVIDER TO UNDERTAKE A DETAILED PHASE 1 GEOTECHNICAL INVESTIGATION ON PORTION 45 OF THE FARM KLIPGAT 249 JQ, WITHIN THE KLIPGAT AREA, MADIBENG LOCAL MUNICIPALITY IN THE NORTH-WEST PROVINCE				
<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			CONTACT PERSON		
TELEPHONE NUMBER	011 544 1000		TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	<a href="mailto:Tender4@thehda.co.za">Tender4@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 [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?					<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?					<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?					<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?					<input type="checkbox"/> YES <input type="checkbox"/> NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

YES

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 institution	State

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.





**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

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

Where

$P_s$  = Points scored for price of tender under consideration

$P_t$  = Price of tender under consideration

$P_{min}$  = Price of lowest acceptable tender

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

## GENERATING PROCUREMENT

### 3.2.1. POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:

$$P_s = 80 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right) \quad \text{or} \quad P_s = 90 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where

- $P_s$  = Points scored for price of tender under consideration  
 $P_t$  = Price of tender under consideration  
 $P_{max}$  = Price of highest acceptable tender

## 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

**Table 1: Specific goals for the tender and points claimed are indicated per the table below.**

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

***Note to tenderers: The tenderer must indicate how they claim points for each preference***

**point system.)**

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (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:** .....

.....

.....

.....

## SCOPE OF WORK

### 1. INTRODUCTION

The Housing Development Agency (HDA) is a national public development agency established by an Act of Parliament (Act 23 of 2008). The HDA promotes sustainable integrated communities by making well-located land and buildings available for the development of housing and human settlements. The HDA also provides project delivery services in the form of planning, capacity support and capability, and project management and works on projects in specific areas at the request of provinces and municipalities. As an organ of state, the HDA is accountable through its Board to the Minister of Human Settlements. Visit [www.thehda.co.za](http://www.thehda.co.za) for more information.

In the North-West Province, the HDA has signed an implementation protocol with the Department of Local Government and Human Settlements. One of the objectives of the Medium-Term Operational Plan is to support the department with human settlements planning. Furthermore, the HDA is required to undertake any approval processes for housing development and prepare the necessary documentation for consideration and approval by relevant authorities.

The HDA is working with Madibeng Local Municipality (Madibeng LM) and the North-West Department of Human Settlements (NWDHS) to facilitate the acquisition of various land parcels within the Klipgat settlement, allowing for future rezoning and the installation of sites and services, thereby creating sustainable human settlements for the existing informal community. The HDA intends to utilize the services of a qualified and experienced built environment professional service provider to conduct a Phase 1 Geotechnical Investigation to determine the viability of the various land parcels for sustainable human settlements.

### 2. BACKGROUND INFORMATION

Madibeng LM, in collaboration with NWDHS, has requested that the Agency facilitate the acquisition of various land parcels within the Klipgat settlement that have been earmarked for rezoning approvals and the installation of sites and services in the medium to long term period. The suitability and feasibility of identified land parcels is pertinent to the acquisition, in terms of environmental and geotechnical characteristics that may hinder or accommodate households, social amenities, formal services etc., ensuring that the acquired land parcels cater to the livelihood of the community.

The overall purpose of the project with regards to addressing the current project problem is as follows:

- To undertake a detailed Phase 1 Geotechnical Investigation on **Portion 45 of the Farm Klipgat 249 JQ, measuring 38.42 hectares in extent**, within the Klipgat area, Madibeng Local Municipality in the North West Province.

The acquisition of various land parcels within the Klipgat settlement aims to create opportunities for housing, as well as an integrated and sustainable human settlement area, by delivering housing for a broader range of typologies within an integrated mixed-use development in the identified area to address the following circumstances of priority:

- Areas of urgent housing need where there is an established high demand and low supply of housing opportunities;
- Areas requiring upgrading and/or redevelopment for purposes of delivering housing choices including subsidized housing;
- Areas requiring improved access to infrastructure, amenities, and services; and
- Areas that support the integration of different housing typologies, land uses, and economic development.

The project will be implemented on Portion 45 of the Farm Klipgat 249 JQ, within Madibeng Local Municipal area, **Figure 1**.



**FIGURE 1: PORTION 45 OF THE FARM KLIPGAT 249 JQ LOCALITY, MADIBENG LM.**

### 3. OBJECTIVE OF THE PROPOSED PROJECT

The objective of this project is for the appointed Professional Resource Team (PRT) to:

- 3.1. To undertake a detailed Phase 1 Geotechnical Investigation on Portion 45 of the Farm Klipgat 249 JQ, illustrated below; and
- 3.2. Provide recommendations to support human settlement development encompassed of various housing typologies, social amenities, formal infrastructure services (i.e., sewer, water, stormwater, roads and electricity) where applicable.

In accordance with the appropriate professional practice standards and procedures, and the contracted scope of work, the successful professional service provider(s) shall submit and give both oral and written presentations on the following outputs and deliverables:

The potential bidders/service providers are expected to develop project proposal that clearly outline the following:

- Project management and coordination mechanism(s)
- Clear approach and methodology with associated timelines
- Information and data sources that will be utilised
- Main project phases and deliverables linked to timeframes and budget



- The proposed project team and their proposed roles in the project
- Experience of the key staff in relation to the scope of work
- Company experience with respect to aspects of the project

3.2. The scope of work for the assignment consists of the following outputs:

- Phase 1 Geotechnical Investigation with Geotechnical Zones Map.

### **PROJECT BENEFITS TO THE HDA**

In terms of business objectives and benefits;

The HDA has taken responsibility for the following scope of work through a signed MTOP:

- Compliment the capacities of both the provincial and local spheres of government in terms of the implementation and programming of the Land Assembly/Acquisition, Development Planning, National Priority Programmes (i.e., Priority Human Settlements Housing Development Areas, Catalytic, Distressed Mining Town, Informal Settlements Upgrading and Infrastructure projects.
- Document the activities and services of the Housing Development Agency in the North West Provincial Department of Human Settlements for the period of 2021/22 – 2025/26 in line with the then signed MTOP.
- To authorize the Agency to provide Programme Management services for the implementation of National Priority projects such as Distressed Mining Towns Programmes, National Upgrading of informal settlements programme and Priority Human Settlement and Housing Development Areas (PHSHDAs).
- Provide a full account of the services and value add that will be delivered by the HDA in support of the Provincial Department of Human Settlements – thus allowing for specific measurable performance to the anticipated.
- To Monitor and evaluate the development of spatially just, efficient, equitable, sustainable neighbourhoods that contributes to the transformation of human settlements.
- The success of the project/programme ensures sound intergovernmental and stakeholder relations between the HDA and all its stakeholders.
- The project/programme contributes towards Integrated and coordinated spatial planning and for the delivery of inclusive sustainable human settlements within the larger North West Province.

#### 4. SCOPE OF WORK AND AREAS OF FOCUS

Undertaking a Phase 1 Geotechnical Investigation on Portion 45 of the Farm Klipgat 249 JQ, measuring 38.42 hectares in extent, within the Klipgat Area, Madibeng Local Municipality in the North West Province.

##### 1. PROJECT DEFINITION

Undertake a detailed Phase 1 Geotechnical Investigation on **Portion 45 of the Farm Klipgat 249 JQ, measuring 38.42 hectares in extent**, within the Klipgat area, Madibeng Local Municipality in the North West Province.

##### 2. PURPOSE

The overall purpose of the project is as follows:

- 2.1. To undertake a detailed **Phase 1 Geotechnical Investigation** on various Portion 45 of the Farm Klipgat 249 JQ,
- 2.2. **Indicate any challenges** with respect to soil/bedrock which may pose risks to or hinder the establishment of a township/integrated human settlement development; and
- 2.3. **Provide recommendations to support human settlement development** encompassed of various housing typologies, social amenities, formal infrastructure services (e.g., sewer, water, stormwater, roads and electricity) where applicable.

#	PROPERTY DESCRIPTION	EXTENT (ha)	LAND STATUS
1	Portion 45 of the Farm Klipgat 249 JQ	38.42	Invaded with formal/informal housing; formal infrastructure (i.e., sewer, electricity, stormwater, road surfaces).
<b>TOTAL EXTENT</b>		<b>38.42 hectares</b>	

##### 3. INVESTIGATION METHODOLOGY APPROACH

- 3.1. Desktop Study
  - topographical maps
  - geological maps
  - drainage channels

- Data on the performance of existing engineered structures in the area.
- Data on the bodies of groundwater levels in the surrounds of the proposed site.
- Data on seismic aspects, such as ground motion, liquefaction potential.

### 3.2. Scanning for underground services

### 3.3. Soil Resistivity Tests

- Excavation of test pits
- DPSH testing (checking of soft-firm consistency)
- Drilling of boreholes
- Laboratory testing as per SANS 3001 method (e.g., Classification tests; Compaction tests; Mod AASHTO moisture/density relationship and CBR Tests.
- Source of Construction Material and yard stone aggregates

### 3.4. Dolomitic stability investigations

## 4. GEO-TECHNICAL REPORT

**The investigation should be deal with the following specific items, yet not limited to them:**

- 4.1. Trial pitting and profiling
- 4.2. Soil testing
- 4.3. Site geology and stratigraphy.
- 4.4. Soil and rock classification.
- 4.5. Identification of geotechnical problems.
- 4.6. CBR Tests (Bearing capacities) where roads are specified or where applicable
- 4.7. Foundation indicator tests,
- 4.8. Road indicator tests (where roads are specified)
- 4.9. Permeability tests - where applicable
- 4.10. Earthworks and terrace construction recommendations
- 4.11. Excavatability of material on site as per SANS1200 specifications
- 4.12. Establish the sources available to obtain the G6/G7 material for fill
- 4.13. Ph and conductivity tests - where applicable
- 4.14. Collapse potential testing - where applicable
- 4.15. DCP Testing - where applicable
- 4.16. Topographical and geomorphologic interpretation.
- 4.17. Any studies or further investigations required for the approval of the Geo Technical report
- 4.18. Structural design requirements of the fill
- 4.19. Recommended foundation solutions

4.20. Seismic assessment and classification of the site needs to be part of the report

**A comprehensive investigation report which:**

- 4.21. Provides the development type description and defines the extent and boundaries of proposed development;
- 4.22. Establishes the geological changes over the site;
- 4.23. Bearing capacity of in-situ soils and import material to be used
- 4.24. Settlement of in-situ soils
- 4.25. Heave of in-situ soils
- 4.26. Earthworks and terrace construction recommendations
- 4.27. Establishes the nature of the shallow ground water fluctuations levels from geo-hydrological data and test pit interpretation;
- 4.28. Describes and interprets the local geology by Site Classification Unit;
- 4.29. Provides appropriate land use proposals by Site Classification Unit in accordance with guidelines in the SANS and SAICE Code of Practice (and NHBRC requirements where applicable);
- 4.30. Excavatability of material on site as per SANS1200 specifications
- 4.31. Establish the sources available to obtain the G6/G7 material for fill
- 4.32. Comment on cost estimates for construction of final design
- 4.33. Provides site zonation in accordance with guidelines in the SANS and SAICE Code of Practice (and NHBRC requirements where applicable);
- 4.34. Contains recommendations for geotechnical and structural solutions
- 4.35. presents appropriate stormwater precautionary measures;
- 4.36. Recommended foundation solutions
- 4.37. Corrosivity and aggressiveness of the soils as well as corrosion protection of buried structures
- 4.38. Ground resistivity
- 4.39. Seismic assessment and classification of the site
- 4.40. identifies precautionary measures in addition to the mandatory measures contained in the SANS and SAICE Code of Practice (and NHBRC requirements where applicable); and
- 4.41. Outlines appropriate site recommendations.

**Outputs:**

- Geotechnical Report (Phase 1)

Formal documentation which will be provided at the conclusion of the investigation will include a report detailing the investigation procedure, findings, interpretations and recommendations. Reports will be provided including all supporting data and lab test results i.e. soil profiles, site layout plan, laboratory test results and any other relevant information. The report will include interpretation of the site conditions which will:

- Map the basic geology and geomorphological features of the site in PDF, DWG and Shape files;
- Provide a Geotechnical Zones plan indicating the location of test pits in PDF, DWG and Shape files;
- Formulate an opinion as to site characterisation and land use of the site in terms of the site soil classification/zonation, using the assessment of the morphology, subsurface profile from ground surface to depth of test pits.
- Recommendations for the development of households and provision of sites and services in terms of the applicable site soil classification. zoning (i.e., construction materials, housing typology, relocation where applicable with alternative location for human settlement etc.).
- Recommendations on cost estimates for each site for earthworks/platform purposes.

**NB: The investigation should present practical recommendations for sustainable Human Settlements development.**

**The actual design of foundations, roads, and other geotechnical structures are not part of the scope of work of this investigation.**

## **5. UNDERLYING PRINCIPLES**

The proposed technical study and project scope, having been informed by the various elements and other critical informants, should address the following:

- 5.1. Comprehensive Phase 1 Geotechnical Investigation; and
- 5.2. Recommendations for the development sustainable human settlements within the Klipgat area.

**NB:** The HDA shall have the right to input and refuse the proposed study and report if, in its opinion, the studies does not conform to standard planning practice and if the proposed studies does not meet the requirements of Madibeng Municipality.

## UNDERLYING PRINCIPLES

The objective of this project is for the appointed Professional Resource Team (PRT) to:

Conduct a Phase 1 Geotechnical Investigation with recommendations in order to determine suitability of the property for development of sustainable human settlements, owing to the following:

- The Klipgat area being invaded with various housing typologies (i.e., brick & mortar houses, informal shack dwellings);
- Existing formal services installed in various locations within the Klipgat area that require servitude registration and completion of installation/construction (i.e., stormwater, roads, electricity, sewer services etc.);
- The Council wishes to formalise the settlements through the applicable Town Planning approvals, allowing for the registration of servitudes for existing installed services and future planned services to generate more revenue with these properties, secured through the issuing of Title Deeds to various household beneficiaries.

This Phase 1 Geotechnical Investigation ought to be conducted on **Portion 45, of the Farm Klipgat 249 JQ, measuring 38.42 hectares in extent**, within the jurisdiction of Madibeng Local Municipality for accurate results.

Make recommendations on areas that are not suitable for human settlement owing to site and soil classification/zoning recommending areas of relocation where possible or construction mitigations for existing and serviced households.

## TARGETED AREA BY THIS PROJECT

The project will take place on **Portion 45, of the Farm Klipgat 249 JQ, measuring 38.42 hectares in extent**, within the jurisdiction of Madibeng Local Municipality.

## EXTENT AND COVERAGE OF THE PROPOSED PROJECT

The project will take place on **Portion 45, of the Farm Klipgat 249 JQ, measuring 38.42 hectares in extent**, within the jurisdiction of Madibeng Local Municipality.

#	PROPERTY DESCRIPTION	EXTENT (ha)	LAND STATUS
1	Portion 45 of the Farm Klipgat 249 JQ	38	Invaded with formal/informal housing; formal infrastructure (i.e., sewer, electricity, stormwater, road surfaces).
<b>TOTAL EXTENT</b>		<b>38.42 Hectares</b>	

## DURATION OF THE CONTRACT

The contract will be for the duration of three (3) months from the date of the last party to sign the contract.

## OTHER RELATED PROJECTS

- Acquisition of Remainder of Portion 2 of the Farm Klipgat 249 JQ, measuring 241 hectares in extent, within the Klipgat area;
- Identification of households for relocation where applicable, owing to site and soil classification/zoning; and
- Recommendations for the development of sustainable human settlements to obtain applicable Town Planning approvals; and the installation of sites and services (i.e., existing infrastructure and installation of future planned infrastructure – stormwater, roads, water, sewer and electricity etc.).

## 5. EVALUATION METHODOLOGY

### TRANSFORMATION PROCUREMENT

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

### 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 2 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 (mandatory)

<b>Stage 2</b>	
Technical/Functional Criteria	Testing of capacity – meet minimum threshold of 70 points
<b>Stage 3</b>	
<b>Preference Points</b>	
Price	80
Specific Goals	20
<b>TOTAL</b>	<b>100</b>

Table 2 – evaluation process

### 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 points out of 100. 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 3 below.

<b>CRITERIA</b>	<b>SUB-CRITERIA</b>	<b>PO IN TS</b>
<b>Work Related Experience</b>	<p>Related and traceable work of the lead company with related experience in producing Phase 1 Geotechnical Investigation determining feasibility of land for sustainable human settlements in terms of Town Planning Rezoning, Formalizations and/ or the installation of Engineering Sites and Services; to be assessed as follows:</p> <p>Provide (1) appointment letters and (2) completion letters/ completion report, <b>not older than 8 (eight) years</b>, with clearly stated details of the completed project, as follows:</p>	<b>50</b>



	<p align="center"><b>Completion Letters/ Reports</b></p> <p>0-projects = 0 points  1-2project = 10 points  3-4projects = 20 points  5-6 projects = 30 points  7-8 projects =40 points  9 and above = 50 points</p>	
<p><b>CVs of team members proposed to do the work</b></p>	<p>Demonstrable skills, qualifications and capacity, relevant knowledge and experience (post qualification) of the multidisciplinary team of professionals.</p> <p>Expertise of the Key Personnel of the Tendering Entity to be supported by CVs signed by the relevant person and dated. Copies of relevant qualifications and up to date professional registration must be certified copies with not older than 3 months of the date of submission of the bid.</p> <p>A Professional registered <b>Geologist (SACNASP)</b> or <b>Geotechnical engineer (ECSA)</b> or as follows: <b>(30) Points</b></p> <p><b><u>Post Graduate Qualifications (i.e., Honours and/or Masters)</u></b></p> <ul style="list-style-type: none"> <li>•5-9 years' experience and above, post professional registration = <b>30 points</b></li> <li>•3-4 years' experience, post professional registration = <b>20 points</b></li> <li>•1-2 years' experience, post professional registration = <b>10 points</b></li> </ul>	<p align="center"><b>30</b></p>

	<p><b><u>Undergraduate Qualifications</u></b></p> <ul style="list-style-type: none"> <li>•5-9 years' experience, post professional registration = <b>25 points</b></li> <li>•3-4 years' experience, post professional registration = <b>15 points</b></li> <li>•1-2 years' experience, post professional registration = <b>5 points</b></li> </ul> <p><b><u>National Diploma</u></b></p> <ul style="list-style-type: none"> <li>•5-9 years' <b>experience</b>, post professional registration = <b>20 points</b></li> <li>•3-4 years' experience, post professional registration = <b>10 points</b></li> <li>•1-2 years' experience, post professional registration = <b>0 points</b></li> </ul>	
<p><b>Approach, Methodology, Work Plan and Process</b></p>	<p>Work programme, plan and allocation of resources and tasks <b>(10)</b></p> <ul style="list-style-type: none"> <li>• Gantt / project chart</li> <li>• Project deliverables/outputs and associated timeframes.</li> </ul>	<b>20</b>
	<p>Proposed methodology: Outlining detailed description of content and characteristics of each of the work outputs/ deliverables of each task <b>(10)</b></p>	
<b>TOTAL</b>		<b>10 0</b>

**STAGE 3 - Pricing and SPECIFIC GOALS (Refer to page 2)****Table 4: Pricing schedule**

Item/Stages	Payment Milestone	%Claim	Claim Amount
1.	<b>Inception &amp; Data Collection</b> <ul style="list-style-type: none"> <li>• Inception Report.</li> <li>• Project Implementation Plan &amp; Methodology.</li> <li>• Data Collection (i.e., Locality Map, Contour Survey, Aerial Photography and Site Inspection Report).</li> </ul>	<b>10%</b>	
2.	<b>Draft Phase 1 Geotechnical Investigation</b> <ul style="list-style-type: none"> <li>• Geotechnical Zones Plan/Map in PDF and DWG shape file</li> <li>• Geotechnical Laboratory Test Results and recommendations for integrated human settlements</li> <li>• Map in PDF and DWG shape file indicating development potential of project site; mitigation measures and restricted development areas where applicable.</li> </ul>	<b>30%</b>	
3.	<b>Final Phase 1 Geotechnical Investigation</b> <ul style="list-style-type: none"> <li>• Phase 1 Geotechnical Investigation with: <ul style="list-style-type: none"> <li>○ recommendations for integrated human settlements;</li> <li>○ developable extent/yield on project site and mitigation measures where applicable; and</li> <li>○ Recommendations on cost estimates for each site for earthworks/platform purposes.</li> </ul> </li> </ul>	<b>50%</b>	

	○ Final Geotechnical Zone Map in PDF and DWG shape file.		
<b>4.</b>	<b>Project Close-Out Report</b>	<b>10%</b>	
<b>TOTAL PROJECT VALUE</b>		<b>100%</b>	