

BID NUMBER: HDA/NW/2023/022

**THE APPOINTMENT OF A SERVICE PROVIDER TO
UNDERTAKE VARIOUS TECHNICAL STUDIES FOR THE
DEVELOPMENT OF THE MARIKANA EXTENSION 13
INTEGRATED HOUSING DEVELOPMENT PROJECT,
WITHIN RUSTENBURG LOCAL MUNICIPALITY IN
NORTHWEST PROVINCE.**

CLOSING DATE	12 October 2023
CLOSING TIME	11:00
Compulsory briefing session	NO
BID DOCUMENTS DELIVERY ADDRESS	THE HOUSING DEVELOPMENT AGENCY Reception Area 04 Kikuyu Road Sunninghill, Johannesburg 2157
BIDDER NAME	
BID RETURN ADDRESS	THE HOUSING DEVELOPMENT AGENCY 04 Kikuyu Road Sunninghill, Johannesburg 2157

Disclaimer

This document is provided solely for the purpose set out in this RFP and is not intended to form any part or basis of any investment decision by Bidders. The recipient should not consider the document as an investment recommendation by the HDA or any of its advisers.

Each person to whom this document (and other later documents) is made available must make his own independent assessment of the Project after making such investigation and taking such professional advice as he/she or it deems necessary. Neither the receipt of this document or any related document by any person, nor any information contained in the documents or distributed with them or previously or subsequently communicated to any Bidder or its advisers, is to be taken as constituting the giving of an investment advice by the Housing Development Agency or its advisers.

Whilst reasonable care has been taken in preparing this RFP and other documents, they do not purport to be comprehensive or true and correct. Neither the HDA nor any of its advisers accept any liability or responsibility for the adequacy, accuracy or completeness of any of the information or opinions stated in any document.

They acquaint themselves with this RFP and take note that no representation or warranty, express or implied, is or will be given by the HDA, or any of its officers, employees, servants, agents or advisers with respect to the information or opinions contained in any document or on which any document is based. Any liability in respect of such representations or warranties, howsoever arising is hereby expressly disclaimed.

If any recipient, or its employees, advisers or agents make or offers to make any gift to any of the employees of the HDA or consultant to the HDA on the RFP either directly or through an intermediary then such recipient, Bidder will be disqualified forthwith from participating in the RFP.

Each recipient of this RFP agrees to keep confidential any information of a confidential nature which may be contained in the information provided (the "Confidential Information Provided"). The Confidential Information provided may be made available to Bidder's subcontractors, employees and professional advisers who are directly involved in the appraisal of such information (who must be made aware of the obligation of confidentiality) but shall not, either in the whole or in part, be copied, reproduced, distributed or otherwise made available to any other party in any circumstances without the prior written consent of the HDA, nor may it be used for any other purpose than that for which it is intended.

These requirements do not apply to any information, which is or becomes publicly available or is shown to have been made available (otherwise than through a breach of a confidentiality obligation). Bidders,

Key Contractors and their constituent members, agents and advisers, may be required to sign confidentiality contracts/undertakings (in such form as the HDA may require from time to time).

All Confidential Information Provided (including all copies thereof) remains the property of the HDA and must be delivered to the HDA on demand. Further, by receiving this RFP each Bidder and each of its members agrees to maintain its submission in Bid to this RFP confidential from third parties other than the HDA and its officials, officers and advisers who are required to review the same for the purpose of procurement of the RFP.

Any recipient residing outside the Republic of South Africa is urged to familiarise themselves with and to observe any regulatory requirements relevant to the proposed transaction (whether these derive from a regulatory authority within or outside the Republic of South Africa).

Any requirement set out in this RFP regarding the content of a response to the RFP is stipulated for the sole benefit of the HDA, and serves as expressly stated to the contrary, may be waived at its discretion at any stage in the procurement process.

The HDA is not committed to any course of action as a result of its issuance of this RFP and/or its receipt of a Proposal in response to it. Please note that the HDA reserves the right to:

- Modify the RFP's goods / service(s) / works and request Bidders to re-bid on any changes;
- Withdraw, amend the RFP at any time without prior notice and liability to compensate or reimburse any bidder;
- Reject any Proposal which does not conform to instructions and specifications which are detailed herein
- Disqualify Proposals submitted after the stated submission deadline;
- Call a bidder to provide additional documents which the HDA may require which have not been submitted to The HDA.
- Not necessarily accept the lowest priced Proposal or alternative bid;
- Not accept any response to the RFP or appoint a final bidder;
- Reject all proposals if it so decides;
- Withdraw the RFP on good cause shown;
- Award a contract in connection with this Proposal at any time after the RFP's closing date;
- Award a contract for only a portion of the proposed goods/ service/s/ works which are reflected in the scope of this RFP;
- The HDA may split the award of the contract between more than one Service Provider should it be more advantageous in terms of, amongst others, cost or development considerations;

- Make no award at all;
- Validate any information submitted by Bidders in response to this bid. This would include, but is not limited to, requesting the Bidders to provide supporting evidence. By submitting a bid, Bidders hereby irrevocably grant the necessary consent to the HDA to do so;
- Request annual financial statements prepared and signed off by a professional accountant or other documentation for the purposes of a due diligence exercise; and/or
- Not accept any changes or purported changes by the Bidder to the bid rates after the closing date and/or after the award of the business, unless the contract specifically provided for it.

All costs and expenses incurred by Bidders in submitting responses to this RFP shall be borne by the Bidders and the HDA shall not be liable for any costs or expenses whatsoever or any claim for reimbursement of such costs or expenses.

Should a contract be awarded on the strength of information furnished by the Bidder, which after conclusion of the contract, is proved to have been incorrect, the HDA reserves the right to cancel the contract and/or place the Bidder on the HDA's list of Restricted Suppliers.

The HDA reserves the right to negotiate market-related price with the bidder scoring the highest points or cancel the bid; if the bidder does not agree to a market related price, negotiate a market related price with the bidder scoring the second highest points or cancel the bid; if the bidder scoring the second highest points does not agree to a market related price, negotiate a market related price with the bidder scoring the third highest points or cancel the bid. If the market related price is not agreed as envisaged in this paragraph, the HDA will cancel the bid.

The HDA reserves the right to negotiations Best and Final Offer (BAFO) with selected Bidders where none of the Proposals meet RFP requirement, are affordable and demonstrate value for money and there is no clear preferred response to the RFP

Should the preferred bidder fail to sign or commence with the contract within a reasonable period after being requested to do so, the HDA reserves the right to award the business to the next ranked bidder, provided that he/she is still prepared to provide the required goods at the quoted price. Under such circumstances, the validity of the bids of the next ranked bidder(s) will be deemed to remain valid, irrespective of whether the next ranked bidder(s) were issued with a Letter of Regret. Bidders may therefore be requested to advise whether they would still be prepared to provide the required goods at their quoted price, even after they have been issued with a Letter of Regret.

The HDA will not reimburse any Bidder for any preparatory costs or other work performed in connection with its Proposal, whether or not the Bidder is awarded a contract.

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1 LIST OF ANNEXURES

Detailed Scope of Work (Project Specification)

Annexure 1

Pricing Schedule

Annexure 2

2 ACRONYMS

BBBEE	Broad Based-Black Economic Empowerment
CIDB	Construction Industry Development Board
DTiC	The Department of Trade and Industry and Competition
PPPFA	Preferential Procurement Policy Framework Act 5 of 2000 (as amended from time to time)
PFMA	Public Finance Management Act No.1 of 1999 (as amended from time to time)
The HDA	The Housing Development Agency
RFP	Request for Proposal
SANAS	South African National Accreditation System

3 INTERPRETATION

In this RFP, unless inconsistent with or otherwise indicated by the context –

- 4.1 headings have been inserted for convenience only and should not be taken into account in interpreting the RFP;
- 4.2 any reference to one gender shall include the other gender;
- 4.3 words in the singular shall include the plural and vice versa;
- 4.4 any reference to natural persons shall include legal persons and vice versa;
- 4.5 words defined in a specific clause have the same meaning in all other clauses of the RFP, unless the contrary is specifically indicated;
- 4.6 any reference to the RFP, schedule or appendix, shall be construed as including a reference to any RFP, schedule or appendix amending or substituting that RFP, schedule or appendix;
- 4.7 the schedules, appendices and Briefing Notes issued pursuant to this RFP, form an indivisible part of the RFP and together with further clarifying and amending information provided by the HDA, constitute the body of RFP documentation which must be complied with by Bidders;
- 4.8 in the event of any inconsistency between this RFP or other earlier information published with regard to the Project, the information in this RFP shall prevail; and
- 4.9 this RFP shall be governed by and applied in accordance with South African law.

4 DEFINITIONS

In this RFP and in any other project documents (as defined below) which so provides, the following words and expressions shall have the meaning assigned to them below and cognate expressions shall have a corresponding meaning, unless inconsistent with the context:

- 5.1 “Accounting Authority” means the Board of the HDA;
- 5.2 “Contract” means the Contract to be entered between the HDA and the successful Bidder for the provision of the *services* procured in this RFP.
- 5.3 “Bid” means the Bid to the RFP submitted by Bidders;
- 5.4 “Bidders Briefing Session” means the compulsory or non-compulsory briefing session to be held at the offices of the HDA or at a venue that will be arranged by the HDA, in order to brief the Bidders about this tender;
- 5.5 “Black Enterprise” means an enterprise that is at least 51% beneficially owned by Black People and in which Black People have substantial Management Control. Such beneficial ownership may be held directly or through other Black Enterprises;
- 5.6 “Black Equity” means the voting equity held by Black People from time to time;
- 5.7 “Black People” means African, Coloured, and Indian South African citizens, and “Black Person” means any such citizen ;
- 5.8 “Black Woman” means African, Coloured, and Indian South Africa Female citizen;
- 5.9 “Briefing Note” means any correspondence to Bidders issued by the HDA;
- 5.10 “Business Day” means any day except a Saturday, Sunday or public holiday in South Africa;
- 5.11 “Bidders” means individuals, organisations or consortia that have been submitted responses to the RFP in respect of the tender;
- 5.12 “Consortium” means any group of persons or firms jointly submitting a Bid as Bid to this RFP and “Consortia” means more than one Consortium;
- 5.13 “Contractor” the successful Bidders who has signed a Contract with the HDA in terms of this RFP.
- 5.14 “Closing Date” means the closing date for submission of bids
- 5.15 “Project” means this project for the appointment of a service provider to undertake Various Technical Studies for the development of the Marikana Extension 13 integrated Housing Development Project, within Rustenburg Local Municipality in Northwest Province.**
- 5.16 “RFP” means the Request for Proposals issued by the HDA for this tender; and
- 5.17 “Scope of Work” means the scope of work for this project as detailed out in the RFP technical specifications.

SECTION 1
NOTICE TO BIDDERS

1 INVITATION TO BID

You are hereby invited to submit a bid to meet the requirements of the Housing Development Agency. Responses to this RFP [hereinafter referred to as a **Bid** or a **Proposal**] are requested from persons, companies, close corporations, or enterprises [hereinafter referred to as an **entity, Bidder**].

BID DESCRIPTION	The appointment of a service provider to undertake Various Technical Studies for the development of the Marikana Extension 13 integrated Housing Development Project, within Rustenburg Local Municipality in Northwest Province.
BID ADVERT	This RFP may be downloaded directly from National Treasury's e-Tender Publication Portal at www.etenders.gov.za or the HDA website at www.thehda.co.za/procurement/currenttenders free of charge. With effect from 15 September 2023
ISSUE DATE	15 September 2023
COMPULSORY BRIEFING SESSION	No
CLOSING DATE	11H00am on 12 October 2023 Bidders must ensure that bids are delivered timeously to the correct address. As a general rule, if a bid is late or delivered to the incorrect address, it will not be accepted for consideration.
VALIDITY PERIOD	120 Business Days from Closing Date Bidders are to note that they may be requested to extend the validity period of their bid, at the same terms and conditions, if the internal evaluation process has not been finalised within the validity period.
CLOSING DATE FOR QUESTIONS	27 September 2023
CLOSING DATE FOR RESPONSES	02 October 2023
CONTACT PERSON	Mxolisi Zondo

Any additional information or clarification will be emailed to all Bidders, if necessary.

2. FORMAL BRIEFING

A formal briefing session will not be held but should Bidders have specific queries they should email these to the HDA employee(s) indicated in **paragraph 6 [Communication]** below:

3. PROPOSAL SUBMISSION OF RFP RESPONSE

Proposal Responses must be submitted to the HDA in a sealed envelope/package addressed as follows:

Attention: SCM Office

RFP No:	HDA/NW/2023/022
Description of Bid	The appointment of a service provider to undertake Various Technical Studies for the development of the Marikana Extension 13 integrated Housing Development Project, within Rustenburg Local Municipality in Northwest Province.
Closing date and time:	12 October 2023 at 11h00
Closing address	Housing Development Agency Head Office, 4 Kikuyu Road, Sunninghill

4. DELIVERY INSTRUCTION FOR RFP

Delivery of Bid

The Bid envelopes/packages must be deposited in the HDA tender box which is located at the HDA and must be addressed as follows:

The Housing Development Agency
4 Kikuyu Road
Sunninghill

5. SPECIFIC GOALS

As explained in more detail in the attached SBD 6.1 (Specific Goals Preference Points Claim Form) and as prescribed in terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations, Bidders are to note that the HDA will award “Specific Goals points” to companies who provide valid proof of their status as requested in the bid document.

5.2. SPECIFIC GOALS FOR JOINT VENTURES OR CONSORTIUMS

Bidders who would wish to respond to this RFP as a Joint Venture [JV] or consortium, must state their intention to do so in their RFP submission. Such Bidders must also submit a signed JV or consortium agreement between the parties clearly stating the percentage [%] split of business and the associated responsibilities of each party.

Bidders are to note the requirements for specific goals compliance of JVs or consortiums as required by SBD 6.1 [the specific goals Preference Point Claim Form] and submit it together with proof of their consolidated specific goals as stipulated in the Claim Form in order to obtain preference points.

6. COMMUNICATION

For specific queries relating to this RFP during the RFP process, bidders are required to adhere strictly to the communication structure requirements. Queries should be submitted to Mxolisi.Zondo@thehda.co.za before **16h30pm on 27 September 2023**

6.2. In the interest of fairness and transparency the HDA's response to such a query will be made available to the Bidders on the National Treasury E-Tender portal and the HDA's Website.

6.3. After the closing date of the RFP, a Bidder may only communicate in writing with the SCM Official, at Mxolisi.Zondo@thehda.co.za on any matter relating to its RFP Proposal.

6.4. Bidders are to note that changes to its submission will not be considered after the closing date.

6.5. Bidders are warned that a response will be liable for disqualification should any attempt be made by a Bidder either directly or indirectly to canvass any officer(s) or employee of the HDA in respect of this RFP between the closing date and the date of the award of the business. Furthermore, Bidders found to be in collusion with one another will automatically be disqualified and restricted from doing business with the HDA in future.

7. CONFIDENTIALITY

7.2. The HDA shall ensure all information related to this RFP is to be treated with strict confidence. In this regard Bidder / Bidders are required to certify that they have acquainted themselves with the Non-Disclosure Agreement. All information related to a subsequent contract, both during and after completion thereof, will be treated with strict confidence. Should the need however arise to divulge any information gleaned from provision of the Services, which is either directly or indirectly related to the HDA's business, written approval to divulge such information must be obtained from the HDA.

7.3. Bidders must clearly indicate whether any information submitted or requested from the HDA is confidential or should be treated confidentially by the HDA. In the absence of any such clear

indication in writing, the HDA shall deem the response to the RFP to have waived any right to confidentiality and treat such information as public in nature.

8. INSTRUCTIONS FOR COMPLETING THE RFP

8.2. All responses to the RFP must be submitted in two sealed envelopes/boxes; the first envelop/box shall have the technical, compliance and specific goals response and the second envelop/box shall only have the financial response. Bidders must ensure that they do not indicate any financial information in the first envelop/box. the HDA may disqualify Bidders who fail to adhere to this requirement.

8.3. Bidders are required to package their response/Bid as follows to avoid disqualification:

Volume 1 (Envelop 1/Package 1)

- **Part A:** Compliance Response
- **Part B:** Technical or Functional Response (response to scope of work)

Volume 2 (Envelop 2/ Package 2)

- **Part C:** Financial Proposal and specific goals (SBD6.1)

Volume 2 Has to be submitted in a separate sealed envelope. Bidders must make their pricing offer in envelop 2/package 2, **NO PRICING AND PRICING RELATED INFORMATION SHOULD BE INCLUDED IN THE VOLUME 1 ENVELOP 1.**

- 8.4. Bidders must submit 1 original response, and electronic version which must be contained in USB clearly marked in the Bidders name.
- 8.5. Bidders must ensure that their response to the RFP is in accordance with the structure of this document.
- 8.6. Where Bidders are required to sign forms they are required to do so using a black ink pen.
- 8.7. Any documents forming part of the original responses to RFP but which are not original in nature, must be certified as a true copy by a Commissioner of Oaths.
- 8.8. Each response to RFP must be in English and submitted in A4 format, except other graphic illustrations, which may not exceed A3 format, unless the contrary is specifically allowed for in this RFP. Responses to RFP must be neatly and functionally bound, preferably according to their different sections.
- 8.9. The original responses to RFP must be signed by a person duly authorized by each consortium member and Subcontractor to sign on their behalf, which authorization must form

part of the responses to RFP as proof of authorization. By signing the responses to RFP the signatory warrants that all information supplied by it in its responses to RFP is true and correct and that the responses to RFP and each party whom the responses to RFP signatory represents, considers themselves subject to and bound by the terms and conditions of this RFP.

- 8.10. The responses to RFP formulation must be clear and concise and follow a clear methodology which responses to RFP must explain upfront in a concise Executive Summary and follow throughout the responses to RFP.
- 8.11. Responses to RFP must provide sufficient information and detail in order to enable the HDA to evaluate the responses to RFP, but should not provide unnecessary detail which does not add value and detracts from the ability of the HDA to effectively evaluate and understand the responses to RFP. The use of numbered headings, bullet points, sections, appendices and schedules are encouraged.
- 8.12. Information submitted as part of a responses to RFP must as far as possible, be ordered according to the order of the required information requested by the HDA. All pages must be consecutively numbered.
- 8.13. Responses to RFP must ensure that each requirement contained in the RFP is succinctly addressed. Responses to RFP should as far as possible use the terms and definitions applied in this RFP and should clearly indicate its interpretation of any differing terminology applied.
- 8.14. Response to RFP documents are to be submitted to the address specified in paragraph 5 above, and Bidders must ensure that the original and copies (where applicable) are identical in all respects as the HDA will not accept any liability for having disqualified a bidder for failing to provide a mandatory returnable document.
- 8.15. Unless otherwise expressly stated, all Proposals furnished pursuant to this RFP shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated.

9. LEGAL COMPLIANCE

Bidders must ensure that they comply with all the requirements of the RFP and if Bidders fail to submit any of the required documents, such Bids shall, at the sole discretion of the HDA, be disqualified the Bidder. The HDA reserves the right to call a Bidder to provide additional documents which the HDA may require from a Bidder which have not been submitted to the HDA.

Bidders must ensure that they comply with all the requirements of the RFP and if Bidders fail to submit any of the required documents, such Bids shall, at the sole discretion of the HDA, be disqualified.

The successful Bidder [hereinafter referred to as the **Service Provider**] shall be in full and complete compliance with any and all applicable laws and regulations.

10. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

Bidders are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. Only foreign suppliers with no local registered entity need not register on the CSD. The CSD can be accessed at <https://secure.csd.gov.za>. Bidders are required to provide the following to the HDA in order to enable it to verify information on the CSD:

Supplier Number: _____ **Unique registration reference number:** _____.

11. TAX COMPLIANCE

Bidders must be compliant when submitting a proposal to the HDA and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).

It is a condition of this RFP that the tax matters of the successful bidder be in order

The Tax Compliance status requirements are also applicable to foreign Bidders/ individuals who wish to submit bids.

Bidders are required to be registered on the CSD as indicated in paragraph 11 and the National Treasury shall verify the Bidder's tax compliance status through the CSD.

Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the CSD and their tax compliance status will be verified through the CSD.

For this purpose, the attached SBD 1 must be completed and submitted as an essential returnable document by the closing date and time of the bid.

New Tax Compliance Status (TCS) System

SARS has implemented a new Tax Compliance Status (TCS) system in terms of which a taxpayer is now able to authorise any 3rd party to verify its compliance status in one of two ways: either through the use of an electronic access PIN, or through the use of a Tax Clearance Certificate obtained from the new TCS system.

Bidders are required to provide the following to the HDA in order to enable it to verify their tax compliance status:

Tax Compliance Status (TCS) Pin:_____

12. PROTECTION OF PERSONAL DATA

In responding to this bid, the HDA acknowledges that it may obtain and have access to personal data of the Bidders. the HDA agrees that it shall only process the information disclosed by Bidders in their response to this bid for the purpose of evaluating and subsequent award of business and in accordance with any applicable law. Furthermore, the HDA will not otherwise modify, amend or alter any personal data submitted by Bidders or disclose or permit the disclosure of any personal data to any Third Party without the prior written consent from the Bidders. Similarly, the HDA requires Bidders to process any personal information disclosed by the HDA in the bidding process in the same manner.

SECTION 2

BACKGROUND OVERVIEW AND SCOPE REQUIREMENTS

1. INTRODUCTION

The Housing Development Agency (HDA) is a national public development agency which promotes sustainable communities by making well located and appropriately planned land available for the development of sustainable human settlements. As its primary activity, the HDA assembles state, private and communal land and releases it for development. In addition, the HDA provides project delivery support services to organs of state at Local, Provincial and National level. Informal settlements upgrading and project management services are a particular focus of the organisation.

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

In collaboration with Rustenburg Local Municipality and the North West Department of Human Settlements, the Housing Development Agency (HDA) is in the process of undertaking an integrated human settlement known as Marikana Extension 13, located on various portions of farm Rooikoppies 297 JQ. As part of the process to inform the development objectives of this project, the HDA intends to utilize services of an appropriately qualified and experienced built environment professional service provider to undertake various technical studies.

2. OBJECTIVE OF THE ASSIGNMENT

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

- To undertake both a market study and enumeration report for Marikana extension 13
- To undertake a Geo-hydrology study for the greater Marikana area in order to support the residential development of the area.

2. LOCATION OF THE SITE

The layout map of the properties to be investigated for the Market study and the Enumeration scope is attached hereto as **Figure 1**. The property descriptions are provided as follows;

Table 1: Property descriptions

MUNICIPALITY	PROPERTY DESCRIPTION	PROJECT EXTENT (HA)	TECHNICAL STUDIES
Rustenburg Local Municipality	Remainder of Portion 26,55 and Portion 182,183,184,190,230 and 235 of the Farm Rooikoppies 297 JQ (<i>Layout Map:1</i>)	269 ha	Market Study and Enumeration
	Marikana Area (<i>Locality Map:2</i>)	Marikana area	Geo-hydrology study

The Geo-hydrology investigations will be implemented with the study area of the Greater Marikana, locality map is attached as **Figure 2**.

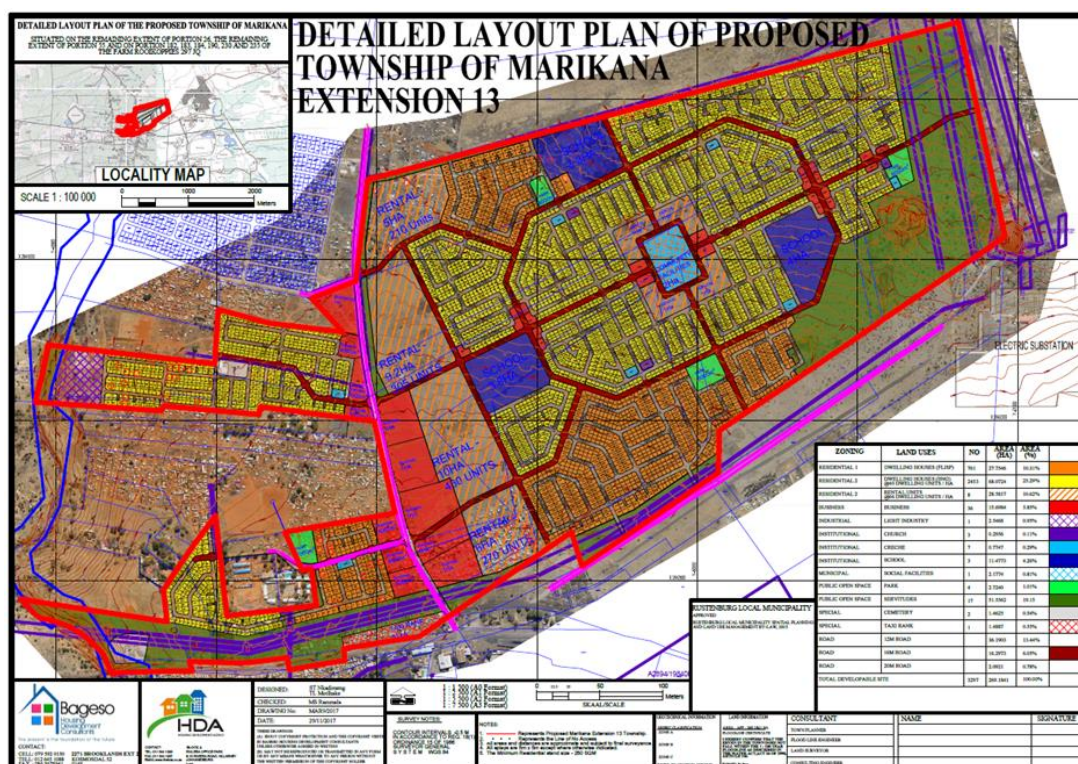


FIGURE 1: LAYOUT MAP FOR MARIKANA EXTENSION 13



FIGURE 2.1: LOCALITY MAP FOR THE GREATER MARIKANA AREA

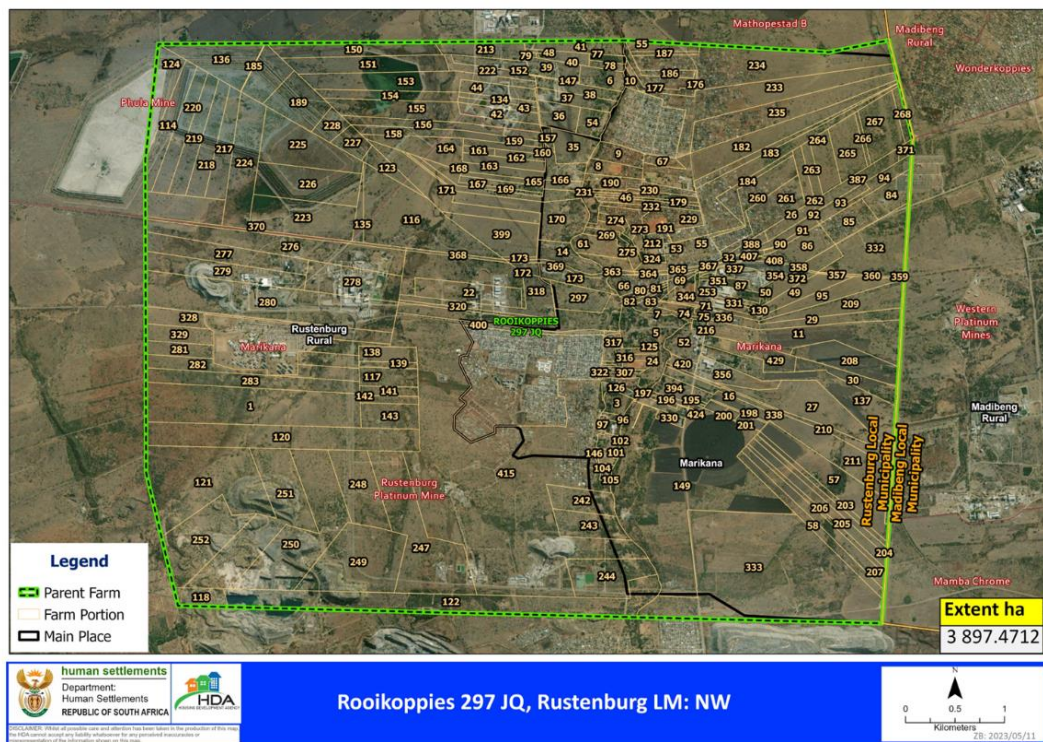


FIGURE 2.2: LOCALITY MAP FOR THE GREATER MARIKANA AREA

3 SCOPE OF WORK

In accordance with the relevant standards and procedures for professional practice, and contracted scope of work, the successful professional service provider(s) will submit and make 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

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

- Market study
- Enumeration
- Geo-hydrology Study

3.1 Project Detailed Scope

<ul style="list-style-type: none">• PROJECT DEFINITION .1. Various Technical studies for Marikana Extension 13 (<i>See attached Layout: Figure 1</i>) and Greater Marikana Area (<i>See the attached Locality Map Figure 2.1 & 2.3</i>).
<ul style="list-style-type: none">• PURPOSE The overall purpose of the project is as follows: .1. To undertake both a market study and enumeration report for Marikana extension 13 .2. To undertake a Geo-hydrology study for the greater Marikana area in order to support the residential development of the area.
<ul style="list-style-type: none">• MARKET STUDY FOR MARIKANA EXTENSION 13

- 3.1 Review the social and economic trends, issues and dynamics of the broader local community and the study area
- 3.2 Analyse the residential, business and industrial property market indicators, trends, issues and dynamics of the study area.
- 3.3 Conduct a supply and demand analysis and calculate the market gap/net effective demand
- 3.4 Provide market related development recommendations for Marikana Extension 13 Integrated Development, in terms of:
- 3.5 Calculating demand for various housing typologies (Fully subsidised, FLIPS, Affordable, Middle and High income)
- 3.6 Housing development concept: residential typologies, including stand sizes and unit sizes
- 3.7 Critical success factors for the financial feasibility of the project.
- 3.8 Conduct a Socio-economic study to assess whether the social/economic/environmental effects of the project are justified
- 3.9 Salient features of the market area economy in terms of time series economic indicators, including the following:
 - Size of the Economy
 - Dominant Economic Contributions
 - Economic Growth Performance
 - Local Economic Trends
 - Residential Market Strength including market potential (and drivers)
 - Yield Information and Status Quo Analysis
 - Capitalisation Ratios
- 3.10 Affordable Housing Demand vs. Supply for all housing typologies ((Fully subsidised, FLIPS, Affordable, Middle and High income)
- 3.11 Undertake investigations on housing, living conditions and preferential plans of the community currently residing on the study area.
- 3.12 Provide Findings, Conclusions and Development Recommendations for the sustainable human settlement development of the study area.
- 3.13 Undertake any investigations required for the successful completion of the study.

Output

- Market Study Report

• ENUMERATION FOR MARIKANA EXTENSION 13

Undertake the following activities for the successful completion of the project:

- 4.1 An accurate count of household's inhabitants in the settlement and develop recommendations for the Marikana Integrated Development,

<p>4.2 Occupancy audit and capturing of household ownership details of the proposed units to end-user beneficiaries.</p> <p>4.3 Land Legal / Tenure assessment, including cadastral description of land</p> <p>4.4 Settlement Categorisation as per Categorisation guideline to be provided, including the social profiling of the settlements</p> <p>4.5 Undertake any investigations required for the successful completion of the study.</p> <p>Outputs:</p> <ul style="list-style-type: none"> • Enumeration survey report • Conveyancer certificate • NB: Unique reference per household as well as GIS coordinates per household, Electronic recording of data with strict built-in validation controls (i.e., cloud-based system)
<p>• PUBLIC FACILITATION AND SOCIAL FACILITATION</p> <p>For the successful completion of the project, the main objective of this social facilitation assignment is to:</p> <ol style="list-style-type: none"> .1. Inform, and regularly update, the community of the broader plan for the project as per guidance by the technical team; .2. Identify, organize and facilitate the sustained cooperation of, the key beneficiaries of the project; .3. Promote participation, ownership and active involvement of stakeholders including beneficiary communities throughout the project life cycle (as per the guidance of the client); .4. Mobilize communities in order to identify what they have and what they know that can be put to better use, and to make linkages and partnerships to expand the knowledge, skills and resources available to them. .5. Develop a beneficiary management database and report for the targeted residents to benefit from Marikana ext. 13 settlement. <p>The works deliverables to be undertaken shall further include the following amongst others (when required, as per the guidance of the client);</p> <ul style="list-style-type: none"> • Identify and consult all relevant stakeholders and develop communication plan; • Establish the Community Liaison Committee (CLC); • Identify and appoint a Community Liaison Officer (CLO); • Organize or attend public meetings as and when required; • Undertake beneficiary administration and management for the targeted beneficiaries of the project; • Provide secretariat services for all meetings held with the community structures and communities; • Attend the project steering committee meetings and give updates on community related issues; • Raise community awareness about the project and conduct stakeholder mapping; • Secure and ensure community support in all project aspects; • Identify potential risks and recommend mitigating factors; • Assist with resolving conflicts and problems between various stakeholders;

- Coordinate and report all project related information to all stakeholders;
- Regular and appropriate reporting and communication to HDA at required intervals during the execution of project.

- **GEO-HYDROLOGY STUDY FOR ENTIRE MARIKANA AREA**

The studies should concentrate on two possible water alternative sources the Bufflespoort dam and underground harvesting in the Marikana area.

.1. **Bufflespoort Dam Harvesting:**

- Undertake investigations on the estimate water properties (e.g. volume, mass) of the dam in following manner:
 - Develop/propose techniques to improve water quantity and quality of the dam.
 - Assess dam water migration direction and quality.
 - Assess the dam water migration routes.
 - Analyse water and soil samples and measure contamination levels.
 - Measure environmental impact of erosion, droughts and floods.
 - Predict floods, and droughts especially droughts as a result of water demand catering for 12ml/day.
 - Provide pollution levels of the dam.
 - Run computer-aided models to analyse data.
 - Present findings in the form of a detailed report to HDA.
 - Provide report of interpretation of analytical and hydrogeologic data.
 - Provide storage method for the dam harvesting.
 - Provide topographical elevation and the determination of water flow directions to the.
 - The flow or run-off intensity of the water.
 - Capacity of water on the flow into the dam basin and possible flow along the stream channel to the dam.
 - Provide geometrics of floodlines and water flow directions to the dam.
 - Illustrate geometric flood lines for at most 50 or 100-year flood lines.
 - Analyze historical catchment trends including rainfall trends into the dam (flood peak and volume relationship).
 - Provide the rate of evaporation.
 - Propose techniques to improve the quality and quantity of water in the designated areas (dam).
 - Estimated sources contributing the water properties (e.g. volume, flow) to the dam.
 - Provide soil boring, bedrock coring, soil and water sampling, classification and field tests which must conform to the applicable engineering methods of ECSA and SANS.
- Undertake any investigations required for the successful completion of the study.
- Provide recommendations on Water Quality Treatment method, Associated Reticulation and Distribution Infrastructure, Storage facilities and provide Costing of all infrastructure for dam water harvesting.

.2. **Underground Harvesting In the Greater Marikana Area:**

- Undertake investigations on the estimate water properties (e.g. volume, mass) for the yield of underground harvesting in Greater Marikana area in following manner:

- Develop/propose techniques to improve water quantity and quality of the yield of underground harvesting.
 - Assess underground water harvesting migration direction and quality.
 - Assess underground water harvesting migration routes.
 - Analyse water and soil samples and measure contamination levels.
 - Measure environmental impact of erosion, droughts and floods.
 - Predict floods, and droughts especially droughts as a result of water demand catering for 12ml/day.
 - Provide pollution levels of underground harvesting.
 - Run computer-aided models to analyse data.
 - Present findings in the form of a detailed report to HDA.
 - Provide report of interpretation of analytical and hydrogeologic data.
 - Provide storage method for the underground harvesting.
 - Provide topographical elevation and the determination of water flow directions of underground water harvesting.
 - The flow or run-off intensity of the water.
 - Capacity of water on the flow into the underground harvesting basin and possible flow along the stream channel to the very basins.
 - Provide geometrics of floodlines and water flow directions for underground harvesting.
 - Provide the rate of evaporation.
 - Propose techniques to improve the quality and quantity of water in the designated areas (Marikana area).
 - Possibilities of stormwater catchment harvesting in the Marikana ext.13 area
 - Estimated sources contributing the water properties (e.g. volume, flow) to underground harvesting in Marikana area.
 - Provide soil boring, bedrock coring, soil and water sampling, classification and field tests which must conform to the applicable engineering methods of ECSA and SANS.
- Undertake any investigations required for the successful completion of the study.
 - Provide recommendations on Water Quality Treatment method, Associated Reticulation and Distribution Infrastructure, Storage facilities, Water Preservation Methods and provide Costing of all infrastructure for both underground water harvesting and dam harvesting.
- .3. Obtain written comments for both Bufflespoort Dam and Underground Harvesting from Rustenburg Local Municipality, Department of Water and Sanitation, Bojanala District Municipality, Sibanye Still Water Mine and Council of Geo-science, Rand water, Magalies water and other stakeholder which may be relevant for the successful completion of the project.

OUTPUT

Geo-hydrology report (Bufflespoort Dam Harvesting)
Geo-hydrology report (Underground Harvesting)

NB: The HDA shall have the right to input and refuse the proposed studies 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 the municipality.

4. DURATION

The duration of the projects will be Twelve months (12 Months)

1 EVALUATION METHODOLOGY

The evaluation of Bids will be based on the information contained in Bids received in RFP and, which may be further supplemented by presentations and clarification information provided, if required. All Bids shall be equally evaluated and adjudicated by various committees involved in the evaluation process in accordance with stated Evaluation Criteria. Procurement integrity and fairness, transparency, competitiveness and full accountability will at all times be paramount.

1.1 EVALUATION AND SCORING METHODOLOGY

The evaluation of the Bids by the evaluation committee will be conducted at various stages.

The following stages will be applied in the evaluation:

STAGE	DESCRIPTION
Admin compliance (Stage 1)	The Bid is checked for completeness and whether all required documentation, certificates; verify completeness warranties and other Bid requirements and formalities have been complied with. The Bids are checked to verify that the essential RFP requirements have been met. Incomplete and Non-compliant Bids may be disqualified.
Technical Evaluation (Stage 2)	Detailed analysis of Bids to determine whether the Bidder is capable of delivering the Project in terms of business and technical requirements. The minimum threshold for technical evaluation is [70%], any bidder who fails to meet the minimum requirement will be disqualified and not proceed with the evaluation of Price and Specific goals.
Price and Specific goals (Stage 3)	Evaluate price and Specific Goals on an 80/20 point system
Bidder Verification (Stage 4)	Verification of information supplied by bidders when completing SBD 4
Recommendation	Report formulation and recommendation of Preferred Bidders
Best and Final Offer	The HDA may go into the Best and Final Offer process in the instance where no bid meets the requirements of the RFP and/or the Bids are to close in terms of points awarded.
Approval	Approval and notification of the final Bidder.

5.2. STAGE 1: COMPLIANCE REQUIREMENTS

Bidders must comply with the following requirements and failure to comply will lead to immediate disqualification.

Mandatory Requirements

Stage 1A- Mandatory Requirements

If you do not submit the following documents your tender will be automatically disqualified:

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

No.	DESCRIPTION OF REQUIREMENT	
a)	Signed Joint Venture , Consortium Agreement or Partnering Agreement (whichever is applicable – if applicable)	

Stage 1B Basic Compliance

If you do not submit the following basic compliance documents and should an award be made, these basic compliance documents must be made available within seven (7) days, failing which the award will be recalled.

No.	Description of requirement	
a)	Letter of Good Standing: COID	
b)	CSD Report	
C)	Completion of ALL RFP documentation (includes ALL declarations required)	

5.3. STAGE 2: TECHNICAL / FUNCTIONALITY REQUIREMENTS

Interested bidders shall then be evaluated on functionality after meeting all compliance requirements outlined above. The minimum threshold for technical/functionality requirements is 70% as per the standard Evaluation Criteria presented as per the table above. Bidders who score below this minimum requirement shall not be considered for further evaluation in stage 3.

Details of the technical / functional requirements are presented in table below:

ITEM	CRITERIA	WEIGHT
1	Company profile (Attach Organogram)	5
2	Work Related Experience	45
3	CVs of team members proposed to do the work	40
4	Approach, Methodology, Work Plan and Process	10
	TOTAL	100

TECHNICAL/FUNCTIONAL EVALUATION CRITERIA

Details of the scoring methodology presented above are outlined below:

CRITERIA	SUB-CRITERIA	POINTS
Company profile (Attach Organogram)	<p>Points Allocation:</p> <p>A lead company must have over 5 years' experience in Human settlements development, Economic analysis, Feasibility Studies, Geo-hydrology and Market Study (in case of a Joint Venture, all companies must submit separate profiles and a signed JV) indicating the Lead Company. (5)</p> <p>Any other company =0</p>	5
Work Related Experience	<p>Related and traceable work of the lead company with related experience in Market Feasibility Study, Enumeration and Geo-hydrology for residential developments to be assessed as follows:</p> <p>Provide completion letters or completion report (with clearly stated detail of the completed project) follows:</p> <p>Completion Letters/ Reports for Market Study</p> <p>0-projects = 0 points 1-2project = 5 points 3-5projects = 8 points 6 and above = 15 points</p> <p>Completion letters/ reports for Enumeration</p> <p>0-projects = 0 points 1-2project = 5 points 3-5projects = 8 points 6 and above = 15 points</p> <p>Completion letters/ reports for Geo-hydrology</p> <p>0-projects = 0 points 1-2project = 5 points 3-5projects = 8 points 6 and above = 15 points</p>	45
CVs of team members	Demonstrable skills, qualifications and capacity, relevant knowledge and experience (post	

<p>proposed to do the work</p>	<p>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>(Urban/ Town Planner, Socio economic specialists, Social Scientist, Economist, Geological specialist, or any related specialist):</p> <p>Professional Economist (ESSA: ECONOMIC SOCIETY of SOUTH AFRICA)</p> <ul style="list-style-type: none"> •10 years' experience and above =10points •7-9 years' experience = 6 points •4-6 years' experience = 3 points •2-3 years' experience = 1points •0-1 years' experience = 0 points <p>A Professional registered Town Planner (SACPLAN) as follows: (10) Points</p> <ul style="list-style-type: none"> •10 years' experience and above =10points •7-9 years' experience = 6 points •4-6 years' experience = 3 points •2-3 years' experience = 1points •0-1 years' experience = 0 points <p>A Professional registered Geologist/ Hydrologist engineer (ECSA) or SACNASP as follows: (10) Points</p> <ul style="list-style-type: none"> •10 years' experience and above =10points •7-9 years' experience = 6 points •4-6 years' experience = 3 points •2-3 years' experience = 1points •0-1 years' experience = 0 points <p>A Social facilitator to have Degree in Social Sciences (Social Work, Sociology, development Studies or Communication) (5) Points</p> <ul style="list-style-type: none"> •10 years' experience and above =5 points •5-9 years' experience =3 points •3-4 years' experience =2 points •1-2 years' experience =1 point 	<p>40</p>
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	<p>A Professional registered Conveyancer (Law society) as follows: (5) Points</p> <ul style="list-style-type: none"> •10 years' experience and above =5 points •5-9 years' experience =3 points •3-4 years' experience =2 points •1-2 years' experience =1 point 	
Approach, Methodology, Work Plan and Process	<p>Work programme, plan and allocation of resources and tasks (5)</p> <ul style="list-style-type: none"> • Gantt / project chart • Project deliverables/outputs and associated timeframes. 	10
	<p>Proposed methodology.</p> <p>Outlining detailed description of content and characteristics of each of the work outputs/ deliverables of each task (5)</p>	
TOTAL		100

5.4. STAGE 3: PRICING AND SPECIFIC GOALS

The following criteria will be used for points allocation for price and Specific Goals compliance on a 80/20 point system:

Price and Specific Goals

CRITERIA	WEIGHTING/ POINTS
Price	80
Specific goal	20
Total	100

Price

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

Where

PS = Points scored for price of tender under consideration

Pt = Rand value of offer tender consideration

Pmin = 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.

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

(Note to organs of state: 80/20 preference point system is applicable, corresponding points must also be indicated as such.)

The Specific Goals allocated points in terms of this tender	Number of Points	Proof / Documentation required to Claim Points for Specific Goals
<i>Size of Company (Maximum points = 7 points)</i>		
• 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
<i>Black Women Owned (Maximum points = 5 points)</i>		
75% - 100%	5	CSD and Sworn Affidavit
51% - 74.99 -	3	CSD and Sworn Affidavit
Below 51%	1	CSD and Sworn Affidavit
<i>Historically Disadvantaged South Africans* (maximum Points = 8)</i>		
<i>Youth (Maximum points 3)</i>	3	CSD
<i>HDSA</i>	2	CSD and Sworn Affidavit
<i>Disabled People</i>	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).

2 VALIDITY PERIOD

This RFP shall be valid for *[120 Business days]* calculated from Bid closing date.

3 THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

3.1 National Industrial Participation Programme (NIPP) requirements:

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

Bidders are therefore required to complete SBD 5 to give effect to the above.

4 POST TENDER NEGOTIATION (IF APPLICABLE)

The- HDA reserves the right to conduct post tender negotiations with a shortlist of Bidder(s). The shortlist could comprise of one or more Bidders. Should the HDA conduct post tender negotiations, Bidders will be requested to provide their best and final offers to the HDA based on such negotiations. A final evaluation will be conducted in terms of 80/20.

5 BEST AND FINAL OFFER

The HDA reserves the right to embark on the Best and Final Offer (BAFO) Process where:

- a) None of the proposals meet the RFP requirements;
- b) None of the responses to RFP are affordable and demonstrate value for money; and

Upon the decision by the HDA to embark on a BAFO process it shall notify the response to RFP.

6 FINAL CONTRACT AWARD

The HDA may negotiate the final terms and conditions of the contract with the successful Bidder(s).
Bidder

7 FAIRNESS AND TRANSPARENCY

The HDA views fairness and transparency during the RFP Process as an absolute on which the HDA will not compromise. The HDA will ensure that all members of evaluation committees declare any conflicting or undue interest in the process and provide confidentiality undertakings to the HDA.

The evaluation process will be tightly monitored and controlled by the HDA to assure integrity and transparency throughout, with all processes and decisions taken being approved and auditable.

SECTION 3

PRICING AND DELIVERY SCHEDULE

Bidders are required to complete the Pricing Schedule as per **Annexure: 2(Volume 2 /Envelop 2)**

1 PRICING

- 1.1. Prices must be quoted in South African Rand, inclusive of VAT.
- 1.2. Price offer is firm and clearly indicate the basis thereof.
- 1.3. Pricing Bill of Quantity is completed in line with schedule if applicable.
- 1.4. Cost breakdown must be indicated.
- 1.5. Price escalation basis and formula must be indicated.
- 1.6. To facilitate like-for like comparison bidders must submit pricing strictly in accordance with this price schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being declared non-responsive.
- 1.7. Please note that should you have offered a discounted price(s), the HDA will only consider such price discount(s) in the final evaluation stage on an unconditional basis.
- 1.8. Bidders are to note that if price offered by the highest scoring bidder is not market related, the HDA may not award the contract to the Bidder. The HDA may:
 - 1.8.1. negotiate a market-related price with the Bidder scoring the highest points or cancel the RFP;
 - 1.8.2. if that Bidder does not agree to a market-related price, negotiate a market-related price with the Bidder scoring the second highest points or cancel the RFP; and
 - 1.8.3. if the Bidder scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the Bidder scoring the third highest points or cancel the RFP.
 - 1.8.4. If a market-related price is not agreed with the Bidder scoring the third highest points, the HDA must cancel the RFP.

2 DISCLOSURE OF PRICES QUOTED

Bidders are to note that, on award of business, the HDA is required to publish the tendered prices and preferences claimed of the successful and unsuccessful Bidders inter alia on the National Treasury e-Tender Publication Portal, (www.etenders.gov.za), as required per National Treasury.

3 OWNERSHIP OF DESIGN

- 1.1. The plans and design developed and to be provided by the HDA shall at all times remain the property of the HDA.]

4 SERVICE LEVELS

- 4.1. An experienced national account representative(s) is required to work with the HDA's procurement department. [No sales representatives are needed for individual department or locations]. Additionally, there shall be a minimal number of people, fully informed and accountable for this agreement.
- 4.2. The HDA will have quarterly reviews with the Service provider's account representative on an on-going basis.
- 4.3. The HDA reserves the right to request that any member of the Service provider's team involved on the HDA account be replaced if deemed not to be adding value for the HDA.
- 4.4. The Service provider guarantees that it will achieve a 100% [hundred per cent] service level on the following measures:
- 4.4.1. Random checks on compliance with quality/quantity/specifications
 - 4.4.2. On time delivery.
- 4.5. The Service provider must provide a telephone number for customer service calls.
- 4.6. Failure of the Service provider to comply with stated service level requirements will give the HDA the right to cancel the contract in whole, without penalty to the HDA, giving 30 [thirty] calendar days' notice to the Service provider of its intention to do so.

Acceptance of Service Levels:

YES	
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5 TOTAL COST OF OWNERSHIP (TCO)

- 5.1. The HDA will strive to procure goods, services and works which contribute to its mission. In order to achieve this, the HDA must be committed to working with suppliers who share its goals of continuous improvement in service, quality and reduction of Total Cost of Ownership (TCO).
- 5.2. Bidders shall indicate whether they would be committed, for the duration of any contract which may be awarded through this RFP process, to participate with the HDA in its continuous improvement initiatives to reduce the total cost of ownership [TCO], which will reduce the overall cost of services provided by the HDA.

6. FINANCIAL STABILITY

Bidders are required to submit their latest financial statements prepared and signed off by a professional accountant for the past three (3) years with their Proposal in order to enable the HDA to establish financial stability.

SIGNED at _____ on this _____ day of _____ 2023

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

2 _____

Name _____

SIGNATURE OF BIDDER'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

7. VALIDITY OF RETURNABLE DOCUMENTS

The successful Bidder will be required to ensure the validity of all returnable documents, including but not limited to its Tax compliance on CSD, for the duration of any contract emanating from this RFP. Should the Bidder be awarded the contract [the Agreement] and fail to present the HDA with such renewals as and when they become due, the HDA shall be entitled, in addition to any other rights and remedies that it may have in terms of the eventual Agreement, to terminate such Agreement forthwith without any liability and without prejudice to any claims which the HDA may have for damages against the Bidder.

SIGNED at _____ on this _____ day of _____ 2023

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

2 _____

Name _____

SIGNATURE OF BIDDER'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

8. CERTIFICATE OF ACQUAINTANCE WITH RFP TERMS & CONDITIONS & APPLICABLE DOCUMENTS

By signing this certificate the Bidder is deemed to acknowledge that he/she has made himself/herself thoroughly familiar with, and agrees with all the conditions governing this RFP, including those contained in any printed form stated to form part hereof, including but not limited to the documents stated below and the HDA will recognise no claim for relief based on an allegation that the Bidder overlooked any such condition or failed properly to take it into account for the purpose of calculating tendered prices or any other purpose:

1. The HDA's General Bid Conditions*
2. Standard RFP Terms and Conditions for the supply of Goods or Services or Works to The HDA

Should the Bidder find any terms or conditions stipulated in any of the relevant documents quoted in the RFP unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Bid. Any such submission shall be subject to review by the HDA's Legal department who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be. A material deviation from the Standard terms or conditions could result in disqualification.

Bidders accept that an obligation rests on them to clarify any uncertainties regarding any bid to which they intend to respond, before submitting the bid. The Bidder agrees that he/she will have no claim based on an allegation that any aspect of this RFP was unclear but in respect of which he/she failed to obtain clarity.

The bidder understands that his/her Bid will be disqualified if this Certificate of Acquaintance with RFP documents included in the RFP as a returnable document, is found not to be true and complete in every respect.

SIGNED at _____ on this _____ day of _____ 2023

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

SIGNATURE OF BIDDER'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

9. GENERAL CONDITIONS

9.1. THE HDA'S TENDER FORMS

Bidders must sign and complete the HDA's Bid Forms and attach all the required documents. Failure by Bidders to adhere to this requirement may lead to their disqualification.

9.2. PRECEDENT

In case of any conflict with this RFP and Bidders response, this RFP and its briefing notes shall take precedence.

9.3. RESPONSE TO RFP-CONFIDENTIALITY

Response to RFPs must clearly indicate whether any information conveyed to or requested from the HDA is confidential or should be treated confidentially by the HDA. In the absence of any such clear indication in writing from a response to RFP, the HDA shall deem the response to RFP to have waived any right to confidentiality and treat such information as public in nature.

Where a Bidder at any stage during the RFP Process indicates to the HDA that information or any response to RFP requested from the HDA is or should be treated confidentially, the HDA shall treat such information or response to RFP confidentially, unless the HDA believes that to ensure the transparency and competitiveness of the RFP Process the content of the information or response to RFP should be conveyed to all Bidders, in which event it shall apply the following process:

- The HDA shall confirm with the Bidder whether the raising of confidentiality applies to the entire response to the RFP or only specific elements or sections of the response;
- Where confidentiality is maintained by the Bidder and the HDA is of the opinion that the information or response to RFP if made publicly available would affect the commercial interests of the Bidder or is commercially sensitive information, the HDA shall not release such information to other Bidders if providing such information or response to the RFP would prejudice the competitiveness and transparency of the RFP Process;

- Where the HDA is of the opinion that information provided is not commercially sensitive or would have no impact on the commercial interests of the relevant Bidder if released and fairness and transparency requires that such information be released to all Bidders, the HDA may:
 - i. inform the relevant Bidder of the necessity to release such information and/or response to RFP and request the Bidder to consent to the release thereof by the HDA; or
 - ii. obtain legal advice regarding the confidentiality of the relevant information and/or response to RFP and the legal ability of the HDA to release such information; or
 - iii. refrain from releasing the information and/or response to RFP, in which event the HDA shall not take account of the contents of such information in the evaluation of the relevant response to RFP.

The above procedures regarding confidentiality shall not apply to any information which is already public knowledge or available in the public domain or in the hands of the HDA or is required to be disclosed by any legal or regulatory requirements or order of any competent court, tribunal or forum.

9.4. RESPONSE TO THE RFP – RFP DISQUALIFICATION

Responses to RFP which do not comply with the RFP requirements, formalities, terms and conditions may be disqualified by the HDA from further participation in the RFP Process.

In particular (but without prejudice to the generality of the foregoing) the HDA may disqualify, at its sole discretion and without prejudice to any other remedy it may have, a Bidder where the Bidder, or any of its consortium/Joint venture members, subcontractors or advisors have committed any act of misrepresentation, bad faith or dishonest conduct in any of its dealings with or information provided to the HDA.

9.5. CORRUPTION, GIFTS AND PAYMENTS

Neither the Bidders to RFPs, its equity members, the sub-contractors, consortium members nor any of their agents, lenders or advisors shall directly or indirectly offer or give to any person in the employment of the HDA or any other Government official or any of the Advisory Team any gift or consideration of any

kind as an inducement or reward for appointing a particular Bidder, or for showing or omitting to show favour or disfavour to any of the Bidders, its equity members or the sub-contractors in relation to the Project.

In the event that any of the prohibited practices contemplated under the above paragraph is committed, the HDA shall be entitled to terminate any Response to RFP's status and to prohibit such Bids to RFP, its equity members, its Sub Contractors and their agents, lenders and advisors from participating in any further part of the procurement of the Project.

9.6. INSURANCE

Unless specifically provided for in this RFP or draft contracts, Bidders will be required to submit with their Bid for services professional indemnity insurance and works insurance to an extent (if any) if insurance provided by the HDA may not be for the full cover required in terms of the relevant category listed in this RFP. The Bidder is advised to seek qualified advice regarding insurance.

9.7. NO CONTACT POLICY

Bidders may only contact the supply chain official of the HDA as per the terms of the Communication Structure established by this RFP, except in the case of pre-existing commercial relationships, in which case contact may be maintained only with respect thereto and, in making such contact, no party may make reference to the Project or this RFP.

9.8. CONFLICT OF INTEREST

No Bidder member, subcontractor or advisor of the response to RFP may be a member of or in any other way participate or be involved, either directly or indirectly in more than one response to RFP or response to RFP during any stage of the Project procurement process, but excluding specialist suppliers of systems and equipment, non-core service providers or financial or commercial institutions whose role is limited purely to lending money or advancing credit to the response to RFP. Bidders are to sign the declaration of interest form. In order to prevent the conflict or potential conflict of interest between Lenders and Bidders to RFP, no advisors or the Contractor/s or Consortium/s to any response to RFP, consortium member or subcontractor may fulfil the role of arranger, underwriter and/or lead bank to the response to RFP. The HDA may disqualify the response to RFP from further participation in the event of a failure to comply with this provision. The HDA views the potential conflict of interest so great as to warrant the reduction of competition for advisory services.

9.9. COLLUSION AND CORRUPTION

Any Bidder shall, without prejudice to any other remedy available to the HDA, be disqualified, where the response to RFP –

- communicates to a person other than persons nominated by the HDA a material part of its response to RFP; or
- Enters into any Contract or arrangement with any other person or entity that it shall refrain from submitting a response to RFP to this RFP or as to any material part of its Response to RFP to this RFP (refer the prohibition contained in Section 4(1)(b)(iii) of the Competition Act 89 of 1998). . The Bidders represents that the Bidder has not, directly or indirectly, entered into any agreement, arrangement or understanding or any such like for the purpose of, with the intention to, enter into collusive Bidding or with reasonable appreciation that, collusive any agreement, arrangement or understanding or any such like may result in or have the effect of collusive Bidding. The Bidder undertakes that in the process of the Bid but prior to the HDA awarding the Bid to a preferred bidder become involved in or be aware of or do or caused to be done any agreement, arrangement or understanding or any such like for the purpose of or which may result in or have the effect of a collusive Bid, the Bidder will notify the HDA of such any agreement, arrangement or understanding or any such like.; or
- offers or agrees to pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done, or causing, or having caused to be done any act or omission in relation to the RFP Process or any proposed response to RFP (provided nothing contained in this paragraph shall prevent a response to RFP from paying any market-related commission or bonus to its employees or contractors within the agreed terms of their employment or contract).

9.10. CONSORTIUM CHANGES

If exceptional circumstances should arise in which after the submission of the bid and after closing date of submission of bids, there is change in the composition of the members of the consortium, either through substitution or omission of any member of the consortium for the purpose of this RFP:

- The Bidder to RFP must notify the HDA in writing of the proposed changes supported by complete details of the material reasons for the changes, the parties impacted by the changes and the impact on the response to RFP.
- The HDA shall evaluate the reasons advanced by the Bidder for the requested changes to the Bidder structure and where the HDA is not satisfied that the reasons advanced are reasonable or material, refuse to accept the change and disqualify the response to RFP, or notify the Bidder in writing of its non-acceptance of the changes and require the Bidder to propose a suitable alternative

to the HDA within 10 (TEN) days of its receipt of the decision of the HDA, upon receipt of which the HDA shall -

- i. Evaluate the alternative proposed for suitability to the HDA, and where the alternative is accepted by the HDA, inform the Bidder in writing of such acceptance and the HDA shall reassess the response to RFP against the RFP requirements and criteria; or
- ii. Where the alternative is not accepted by the HDA, inform the Bidder in writing of such non-acceptance as well as its disqualification from the RFP Process.
- iii. Where the HDA is satisfied that the changes requested under (i) above are reasonable and material, the response to RFP, shall be allowed to effect the required changes and the HDA shall reassess the response to RFP against the RFP requirements and criteria.

9.11. COSTS OF RESPONSE TO THE RFP SUBMISSION

All costs and expenses associated with or incurred by the Bidder in relation to any stage of the Project, shall be borne by the Bidder. The HDA shall not be liable for any such costs or expenses or any claim for reimbursement of such costs or expenses.

To avoid doubt, the HDA shall not be liable for any samples submitted by the Bidder in support of their Responses to RFP and reserves the right not to return to them such samples and to dispose of them at its discretion.

9.12. RESPONSE TO THE RFP WARRANTY

Bidders must provide a warranty as part of their Responses to RFP that their Responses to RFP are true and correct in all respects, that it does not contain a misrepresentation of any kind and that the taxes of all members of the Bidder company, consortium members and or subcontractors are in order and none of the members are undergoing corruption or any criminal-related investigations or have any past convictions for fraud or corruption.

10. CONDITIONS OF TENDER

General

- | | | |
|---|---|--|
| Actions | 1 | The HDA's <i>Representative</i> and each <i>tenderer</i> submitting a tender shall act as stated in these Conditions of Tender and in a manner which is fair, equitable, transparent, competitive and cost-effective. |
| Interpretation | 2 | Terms shown in <i>italics</i> vary for each tender. The details of each term for this tender are identified in the Request for Tender / Scope of work/ specification. Terms shown in capital initials are defined terms in the appropriate conditions of contract. |
| | 3 | Any additional or amended requirements in the Scope of work/ specification, and additional requirements given in the Schedules in the <i>tender returnables</i> are deemed to be part of these Conditions of Tender. |
| | 4 | The Conditions of Tender and the Scope of work/ specification shall form part of any contract arising from this invitation to tender. |
| Communication | 5 | Each communication between the HDA and a <i>tenderer</i> shall be to or from the HDA's <i>Representative</i> only, and in a form that can be read, copied and recorded. Communication shall be in the English language. The HDA takes no responsibility for non-receipt of communications from or by a <i>tenderer</i> . |
| THE HDA's rights to accept or reject any tender | 6 | The HDA may accept or reject any variation, deviation, tender, or alternative tender, and may cancel the tender process and reject all tenders at any time prior to the formation of a contract. The HDA or the HDA's <i>Representative</i> will not accept or incur any liability to a <i>tenderer</i> for such cancellation and rejection, but will give reasons for the action. The HDA reserves the right to accept the whole or any part of any tender. |
| | 7 | After the cancellation of the tender process or the rejection of all tenders the HDA may abandon the proposed work and services, have it performed in any other manner, or re-issue a similar invitation to tender at any time. |

Tenderer's obligations

The *tenderer* shall comply with the following obligations when submitting a tender and shall:

- | | | |
|---|----|--|
| Eligibility | 1 | Submit a tender only if the <i>tenderer</i> complies with the criteria stated in the Scope of work/ specification. |
| Cost of tendering | 2 | Accept that the HDA will not compensate the <i>tenderer</i> for any costs incurred in the preparation and submission of a tender. |
| Check documents | 3 | Check the <i>tender documents</i> on receipt, including pages within them, and notify the HDA's <i>Representative</i> of any discrepancy or omissions in writing. |
| Copyright of documents | 4 | Use and copy the documents provided by the HDA only for the purpose of preparing and submitting a tender in response to this invitation. |
| Standardised specifications and other publications | 5 | Obtain, as necessary for submitting a tender, copies of the latest revision of standardised specifications and other publications, which are not attached but which are incorporated into the <i>tender documents</i> by reference. |
| | 6 | Acknowledge receipt of Addenda / Tender Briefing Notes to the <i>tender documents</i> , which the HDA's <i>Representative</i> may issue, and if necessary apply for an extension to the <i>deadline for tender submission</i> , in order to take the Addenda into account. |
| Site visit and / or clarification meeting | 7 | Attend a site visit and/or clarification meeting at which <i>tenderers</i> may familiarise themselves with the proposed work, services or supply, location, etc. and raise questions, if provided for in the Scope of work/ specification. Details of the meeting are stated in the RFP document, e-tender website and CIDB website. |
| Seek clarification | 8 | Request clarification of the <i>tender documents</i> , if necessary, by notifying the HDA's <i>Representative</i> earlier than the <i>closing time for clarification of queries</i> . |
| Insurance | 9 | Be informed of the risk that needs to be covered by insurance policy. The <i>tenderer</i> is advised to seek qualified advice regarding insurance. |
| Pricing the tender | 10 | Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except VAT), and other levies payable by the successful <i>tenderer</i> . Such duties, taxes and levies are those applicable 14 days prior to the <i>deadline for tender submission</i> . |

- 11 Show Value Added Tax (VAT) payable by The HDA separately as an addition to the tendered total of the prices.
 - 12 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the *conditions of contract*.
 - 13 State the rates and Prices in South African Rand unless instructed otherwise as an additional condition in the Scope of work/ specification. The selected *conditions of contract* may provide for part payment in other currencies.
- Alterations to documents
- 14 Not make any alterations or an addition to the tender documents, except to comply with instructions issued by the HDA's *Representative* or if necessary to correct errors made by the *tenderer*. All such alterations shall be initialled by all signatories to the tender. Corrections may not be made using correction fluid, correction tape or the like.
- Submitting a tender
- 15 Submit a tender for providing the whole of the works, services or supply identified in the Contract Data unless stated otherwise as an additional condition in the Scope of work/ specification.
- NOTE:
- 16 **Return the completed and signed *Tender document and SBD forms provided with the tender*.**
 - 17 **Submit the tender as an original and an electronic version which must be contained in USB clearly marked in the Bidders name as stated. Tenders may not be written in pencil but must be completed in ink.**
 - 18 Sign and initial the original tender where indicated. The HDA will hold the signatory duly authorised and liable on behalf of the *tenderer*.
 - 19 Seal the bid document in an envelope/package, the HDA's address and invitation to tender number stated in the Scope of work/ specification, **as well as the *tenderer's* name and contact address should be written on the envelope /package**. Where the tender is based on a two envelop system tenderers must further indicate in the package whether the document is **envelope / package 1 or 2**. **The envelope/package must be marked "CONFIDENTIAL"**.

- 20 Accept that the HDA will not assume any responsibility for the misplacement or premature opening of the tender if the outer package is not sealed and marked as stated.

Note:

The HDA does not to receive BIDS by post, and takes no responsibility for delays in the postal system or in transit within or between the HDA offices.

The HDA does not to receive tenders by fax, the HDA takes no responsibility for difficulties in transmission caused by line or equipment faults.

Where tenders are sent via courier, the HDA takes no responsibility for tenders delivered to any other site than the tender office.

The HDA employees are not permitted to deposit a tender into the HDA tender box on behalf of a tenderer.

Closing time

- 25 Ensure that the HDA has received the tender at the stated address no later than the *deadline for tender submission*. Proof of posting will not be taken by the HDA as proof of delivery. The HDA will not accept a tender submitted telephonically, by Fax or E-mail unless stated otherwise in the tender document.
- 26 Accept that, if the HDA extends the *deadline for tender submission* for any reason, the requirements of these Conditions of Tender apply equally to the extended deadline.

Tender validity

- 27 Hold the tender(s) valid for acceptance by the HDA at any time within the *validity period* after the *deadline for tender submission*.
- 28 Extend the *validity period* for a specified additional period if the HDA requests the *tenderer* to extend it. A *tenderer* agreeing to the request will not be required or permitted to modify a tender, except to the extent the HDA may allow for the effects of inflation over the additional period.

Clarification of tender after submission

- 29 Provide clarification of a tender in response to a request to do so from the HDA's *Representative* during the evaluation of tenders. This may include providing a breakdown of rates or Prices. No change in the total of the Prices or substance of the tender is sought, offered, or permitted except as required by the HDA's *Representative* to confirm the correction of arithmetical errors discovered in the evaluation of tenders. The total of the Prices stated by the *tenderer* as corrected by

the HDA's *Representative* with the concurrence of the *tenderer*, shall be binding upon the *tenderer*

- | | |
|------------------------------------|--|
| Submit bonds, policies etc. | <p>30 If instructed by the HDA's <i>Representative</i> (before the formation of a contract), submit for the HDA's acceptance, the bonds, guarantees, policies and certificates of insurance required to be provided by the successful <i>tenderer</i> in terms of the <i>conditions of contract</i>.</p> <p>31 Undertake to check the final draft of the contract provided by the HDA's <i>Representative</i>, and sign the Form of Agreement all within the time required.</p> <p>32 Where an agent on behalf of a principal submits a tender, an authenticated copy of the authority to act as an agent must be submitted with the tender.</p> |
|------------------------------------|--|

THE HDA'S UNDERTAKINGS

The HDA, and the HDA's *Representative*, shall:

- | | |
|---------------------------------|---|
| Respond to clarification | <p>1 Respond to a request for clarification received earlier than the <i>closing time for clarification of queries</i>. The response is notified to all <i>tenderers</i>.</p> |
| Issue Addenda | <p>2 If necessary, issue to each <i>tenderer</i> from time to time during the period from the date of the Letter of Invitation until the <i>closing time for clarification of queries</i>, Addenda that may amend, amplify, or add to the <i>tender documents</i>. If a <i>tenderer</i> applies for an extension to the <i>deadline for tender submission</i>, in order to take Addenda into account in preparing a tender, the HDA may grant such an extension and the HDA's <i>Representative</i> shall notify the extension to all <i>tenderers</i>.</p> |
| Return late tenders | <p>3 Reject tenders received after the <i>deadline</i>. Tenders will be deemed late if they are not in the designated tender box at the date and time stipulated as the deadline for tender submission.</p> |
| Non-disclosure | <p>4 Not disclose to <i>tenderers</i>, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tenders and recommendations for the award of a contract.</p> |
| Grounds for rejection | <p>5 Consider rejecting a tender if there is any effort by a <i>tenderer</i> to influence the processing of tenders or contract award.</p> |

Disqualification	6	Instantly disqualify a <i>tenderer</i> (and his tender) if it is established that the <i>tenderer</i> offered an inducement to any person with a view to influencing the placing of a contract arising from this invitation to tender.
Test for responsiveness	7	Determine before detailed evaluation, whether each tender properly received <ul style="list-style-type: none"> • meets the requirements of these Conditions of Tender, • has been properly signed, and • is responsive to the requirements of the <i>tender documents</i>.
	8	Judge a responsive tender as one which conforms to all the terms, conditions, and specifications of the <i>tender documents</i> without material deviation or qualification. A material deviation or qualification is one which, in the HDA 's opinion would <ul style="list-style-type: none"> • detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Contract Data, • change the HDA's or the <i>tenderer's</i> risks and responsibilities under the contract, or • affect the competitive position of other <i>tenderers</i> presenting responsive tenders, if it were to be rectified.
Non-responsive tenders	10	Reject a non-responsive tender, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.
Arithmetical errors	11	Check responsive tenders for arithmetical errors, correcting them as follows: <ul style="list-style-type: none"> • Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern. • If a bill of quantities applies and there is a discrepancy between the rate and the line item total, resulting from multiplying the rate by the quantity, the rate as quoted shall govern. Where there is an obviously gross misplacement of the decimal point in the rate, the line item total as quoted shall govern, and the rate will be corrected. • Where there is an error in the total of the Prices, either as a result of other corrections required by this checking process or in the <i>tenderer's</i> addition of prices, the total of the Prices, if any, will be corrected.
	12	Reject a tender if the <i>tenderer</i> does not accept the corrected total of the Prices (if any).
Evaluating the tender	13	Evaluate responsive tenders in accordance with the procedure stated in the RFP / Scope of work/ specification.

Clarification of a tender	14	Obtain from a <i>tenderer</i> clarification of any matter in the tender which may not be clear or could give rise to ambiguity in a contract arising from this tender if the matter were not to be clarified.
Acceptance of tender	15	Notify the HDA's acceptance to the successful <i>tenderer</i> before the expiry of the <i>validity period</i> , or agreed additional period. Providing the notice of acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the HDA and the successful <i>tenderer</i> .
Notice to unsuccessful tenderers	16	After the successful <i>tenderer</i> has acknowledged the HDA's notice of acceptance, notify other <i>tenderers</i> that their tenders have not been accepted, following the HDA's current procedures.
Prepare contract documents	17	<p>Revise the contract documents issued by the HDA as part of the <i>tender documents</i> to take account of</p> <ul style="list-style-type: none"> • Addenda issued during the tender period, • inclusion of some of the <i>tender returnables</i>, and • other revisions agreed between THE HDA and the successful <i>tenderer</i>, before the issue of THE HDA's notice of acceptance (of the tender).
Issue final contract	18	Issue the final contract documents to the successful <i>tenderer</i> for acceptance within one week of the date of the HDA's notice of acceptance.
Sign Form of Agreement	19	Arrange for authorised signatories of both parties to complete and sign the original Form of Agreement within two weeks of the date of the HDA's notice of acceptance of the tender. If either party requires the signatories to initial every page of the contract documents, the signatories for the other party shall comply with the request.

SCOPE OF WORK

<ul style="list-style-type: none"> • PROJECT DEFINITION
<p>.1. Various Technical studies for Marikana Extension 13 (<i>See attached Layout: Figure 1</i>) and Greater Marikana Area (<i>See the attached Locality Map Figure 2.1 & 2.3</i>).</p>
<ul style="list-style-type: none"> • PURPOSE <p>The overall purpose of the project is as follows:</p>
<p>.1. To undertake both a market study and enumeration report for Marikana extension 13</p> <p>.2. To undertake a Geo-hydrology study for the greater Marikana area in order to support the residential development of the area.</p>
<ul style="list-style-type: none"> • MARKET STUDY FOR MARIKANA EXTENSION 13 <p>3.14 Review the social and economic trends, issues and dynamics of the broader local community and the study area</p> <p>3.15 Analyse the residential, business and industrial property market indicators, trends, issues and dynamics of the study area.</p> <p>3.16 Conduct a supply and demand analysis and calculate the market gap/net effective demand</p> <p>3.17 Provide market related development recommendations for Marikana Extension 13 Integrated Development, in terms of:</p> <p>3.18 Calculating demand for various housing typologies (Fully subsidised, FLIPS, Affordable, Middle and High income)</p> <p>3.19 Housing development concept: residential typologies, including stand sizes and unit sizes</p> <p>3.20 Critical success factors for the financial feasibility of the project.</p> <p>3.21 Conduct a Socio-economic study to assess whether the social/economic/environmental effects of the project are justified</p> <p>3.22 Salient features of the market area economy in terms of time series economic indicators, including the following:</p> <ul style="list-style-type: none"> • Size of the Economy • Dominant Economic Contributions • Economic Growth Performance • Local Economic Trends • Residential Market Strength including market potential (and drivers) • Yield Information and Status Quo Analysis • Capitalisation Ratios <p>3.23 Affordable Housing Demand vs. Supply for all housing typologies ((Fully subsidised, FLIPS, Affordable, Middle and High income)</p>

3.24 Undertake investigations on housing, living conditions and preferential plans of the community currently residing on the study area.

3.25 Provide Findings, Conclusions and Development Recommendations for the sustainable human settlement development of the study area.

3.26 Undertake any investigations required for the successful completion of the study.

Output

- Market Study Report

• ENUMERATION FOR MARIKANA EXTENSION 13

Undertake the following activities for the successful completion of the project:

4.6 An accurate count of household's inhabitants in the settlement and develop recommendations for the Marikana Integrated Development,

4.7 Occupancy audit and capturing of household ownership details of the proposed units to end-user beneficiaries.

4.8 Land Legal / Tenure assessment, including cadastral description of land

4.9 Settlement Categorisation as per Categorisation guideline to be provided, including the social profiling of the settlements

4.10 Undertake any investigations required for the successful completion of the study.

Outputs:

- Enumeration survey report
- Conveyancer certificate
- NB: Unique reference per household as well as GIS coordinates per household, Electronic recording of data with strict built-in validation controls (i.e., cloud-based system)

• PUBLIC FACILITATION AND SOCIAL FACILITATION

For the successful completion of the project, the main objective of this social facilitation assignment is to:

- .1. Inform, and regularly update, the community of the broader plan for the project as per guidance by the technical team;
- .2. Identify, organize and facilitate the sustained cooperation of, the key beneficiaries of the project;
- .3. Promote participation, ownership and active involvement of stakeholders including beneficiary communities throughout the project life cycle (as per the guidance of the client);
- .4. Mobilize communities in order to identify what they have and what they know that can be put to better use, and to make linkages and partnerships to expand the knowledge, skills and resources available to them.
- .5. Develop a beneficiary management database and report for the targeted residents to benefit from Marikana ext. 13 settlement.

The works deliverables to be undertaken shall further include the following amongst others (when required, as per the guidance of the client;

- Identify and consult all relevant stakeholders and develop communication plan;
- Establish the Community Liaison Committee (CLC);
- Identify and appoint a Community Liaison Officer (CLO);
- Organize or attend public meetings as and when required;
- Undertake beneficiary administration and management for the targeted beneficiaries of the project;
- Provide secretariat services for all meetings held with the community structures and communities;
- Attend the project steering committee meetings and give updates on community related issues;
- Raise community awareness about the project and conduct stakeholder mapping;
- Secure and ensure community support in all project aspects;
- Identify potential risks and recommend mitigating factors;
- Assist with resolving conflicts and problems between various stakeholders;
- Coordinate and report all project related information to all stakeholders;
- Regular and appropriate reporting and communication to HDA at required intervals during the execution of project.

• **GEO-HYDROLOGY STUDY FOR ENTIRE MARIKANA AREA**

The studies should concentrate on two possible water alternative sources the Bufflespoort dam and underground harvesting in the Marikana area.

.1. **Bufflespoort Dam Harvesting:**

- Undertake investigations on the estimate water properties (e.g. volume, mass) of the dam in following manner:
 - Develop/propose techniques to improve water quantity and quality of the dam.
 - Assess dam water migration direction and quality.
 - Assess the dam water migration routes.
 - Analyse water and soil samples and measure contamination levels.
 - Measure environmental impact of erosion, droughts and floods.
 - Predict floods, and droughts especially droughts as a result of water demand catering for 12ml/day.
 - Provide pollution levels of the dam.
 - Run computer-aided models to analyse data.
 - Present findings in the form of a detailed report to HDA.
 - Provide report of interpretation of analytical and hydrogeologic data.
 - Provide storage method for the dam harvesting.
 - Provide topographical elevation and the determination of water flow directions to the.
 - The flow or run-off intensity of the water.
 - Capacity of water on the flow into the dam basin and possible flow along the stream channel to the dam.
 - Provide geometrics of floodlines and water flow directions to the dam.
 - Illustrate geometric flood lines for at most 50 or 100-year flood lines.
 - Analyze historical catchment trends including rainfall trends into the dam (flood peak and volume relationship).
 - Provide the rate of evaporation.

- Propose techniques to improve the quality and quantity of water in the designated areas (dam).
- Estimated sources contributing the water properties (e.g. volume, flow) to the dam.
- Provide soil boring, bedrock coring, soil and water sampling, classification and field tests which must conform to the applicable engineering methods of ECSA and SANS.
- Undertake any investigations required for the successful completion of the study.
- Provide recommendations on Water Quality Treatment method, Associated Reticulation and Distribution Infrastructure, Storage facilities and provide Costing of all infrastructure for dam water harvesting.

.2. Underground Harvesting In the Greater Marikana Area:

- Undertake investigations on the estimate water properties (e.g. volume, mass) for the yield of underground harvesting in Greater Marikana area in following manner:
 - Develop/propose techniques to improve water quantity and quality of the yield of underground harvesting.
 - Assess underground water harvesting migration direction and quality.
 - Assess underground water harvesting migration routes.
 - Analyse water and soil samples and measure contamination levels.
 - Measure environmental impact of erosion, droughts and floods.
 - Predict floods, and droughts especially droughts as a result of water demand catering for 12ml/day.
 - Provide pollution levels of underground harvesting.
 - Run computer-aided models to analyse data.
 - Present findings in the form of a detailed report to HDA.
 - Provide report of interpretation of analytical and hydrogeologic data.
 - Provide storage method for the underground harvesting.
 - Provide topographical elevation and the determination of water flow directions of underground water harvesting.
 - The flow or run-off intensity of the water.
 - Capacity of water on the flow into the underground harvesting basin and possible flow along the stream channel to the very basins.
 - Provide geometrics of floodlines and water flow directions for underground harvesting.
 - Provide the rate of evaporation.
 - Propose techniques to improve the quality and quantity of water in the designated areas (Marikana area).
 - Possibilities of stormwater catchment harvesting in the Marikana ext.13 area
 - Estimated sources contributing the water properties (e.g. volume, flow) to underground harvesting in Marikana area.
 - Provide soil boring, bedrock coring, soil and water sampling, classification and field tests which must conform to the applicable engineering methods of ECSA and SANS.
- Undertake any investigations required for the successful completion of the study.
- Provide recommendations on Water Quality Treatment method, Associated Reticulation and Distribution Infrastructure, Storage facilities, Water Preservation

Methods and provide Costing of all infrastructure for both underground water harvesting and dam harvesting.

- .3. Obtain written comments for both Bufflespoort Dam and Underground Harvesting from Rustenburg Local Municipality, Department of Water and Sanitation, Bojanala District Municipality, Sibanye Still Water Mine and Council of Geoscience, Rand water, Magalies water and other stakeholder which may be relevant for the successful completion of the project.

OUTPUT

Geo-hydrology report (Bufflespoort Dam Harvesting)

Geo-hydrology report (Underground Harvesting)

NB: The HDA shall have the right to input and refuse the proposed studies 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 the municipality.

DURATION

The duration of the projects will be Twelve months (12 Months)

FORM C: TENDER FORM- Volume 2 (Envelop 2/ Package 2)

CURRENT TENDER DETAILS	
Request number:	HDA/NW/2023/022
Request for Tender:	THE APPOINTMENT OF A SERVICE PROVIDER TO UNDERTAKE VARIOUS TECHNICAL STUDIES FOR THE DEVELOPMENT OF THE MARIKANA EXTENSION 13 INTEGRATED HOUSING DEVELOPMENT PROJECT, WITHIN RUSTENBURG LOCAL MUNICIPALITY IN NORTHWEST PROVINCE.

I / We _____

(Insert Name of Tendering Entity)

Of

(Full address)

Conducting business under the style or title of:

Represented by:

in my capacity as:

being duly authorised thereto by a Resolution of the Board of Directors / Certificate of Partners, Members or Participants, as the case may be, dated _____, a certified copy of which is annexed hereto, hereby offer to undertake and complete the above-mentioned work (hereinafter called "the WORKS") at the prices quoted in the bills of quantities / schedule of quantities or, where these do not form part of the contract, at a lump sum, in accordance with the terms set forth in the accompanying letter(s) reference _____ and dated _____ (if any) and the documents

listed in the accompanying schedule of tender documents for the sum of R

_____ (amount in words), (All applicable taxes included)

N.B. (i) In the event of any discrepancy, the amount in words will take precedence over the amount in figures.

(ii) Where items in the priced bills of quantities submitted with the tender for the WORKS other than architectural building work are incorrectly extended arithmetically, the unit rate will be treated as decisive.

(iii) In tenders for architectural building work the total amount will be treated as decisive. If amounts for individual items cannot be reconciled with the total amount, the amounts for individual items shall be adjusted to the satisfaction of the HDA to conform to the total amount.

The following list of persons are hereby authorised to negotiate on behalf of the abovementioned entity, should THE HDA decide to enter into Post Tender Negotiations with shortlisted bidder(s).

FULL NAME (S)	CAPACITY:	SIGNATURE:

I/We hereby offer to supply the abovementioned Services at the prices quoted in the schedule of prices in accordance with the terms set forth in the documents listed in the accompanying schedule of RFP documents.

I / We accept that should the HDA accept my / our tender and issue me / us with the notice of acceptance, this tender and, if any, its covering letter and any subsequent exchange of correspondence together with the HDA acceptance thereof, such acceptance shall be subject to a written contract to be concluded between the HDA and me / us.

I / We undertake to produce acceptable documentary proof of the necessary coverage for Workmen's Compensation, Securities and Insurance within **30 (thirty)** working days of notification of awarding of the contract, and to sign a formal contract if called upon by the HDA to do so within **7 (seven)** working days of notification by the HDA that the contract documents are ready for signature.

I / We undertake to complete the whole of the WORKS within _____
(in words) from the date of notification to me / us of acceptance of the tender, subject to completion in stages if and as laid down in the project specification and to such extensions of time as may be granted. Failing completion of the WORKS or any stage of the WORKS within the period(s) stipulated or by such extended date(s) as may be allowed by the HDA I / we shall pay to the HDA in terms of the Conventional Penalties Act 15 of 1962, the penalty for which provision is made in the project specification. The ordering of any alterations, extras, additions or omissions shall not in any way prejudice the HDA claim for such penalty.

Application for relief from the obligation to pay a penalty will be considered by the HDA, but shall be granted only if I / we can prove to the reasonable satisfaction of the HDA that the penalty is out of proportion to the prejudice suffered by the HDA by reason of the act or omission in respect of which the penalty was stipulated.

I / We declare that this tender holds good until _____ **(a minimum period of 120 days from closing date is required).**

I / We further agree that if, after I / we have been notified of the acceptance of my / our tender, I / we fail to enter into a formal contract if called upon to do so, or fail to furnish satisfactory security for the due and proper completion of the WORKS, the HDA may, without prejudice to any other legal remedy which it may have, recover from me / us any expense to which it may have been put in calling for tenders afresh and / or having to accept any less favourable tender.

I / We declare that, being a company / partnership / close corporation / joint venture, I / we have duly completed the annexe hereto and certified it as correct.

The several documents involved are to be taken as complementary to each other. In the event of any conflict between the content of any of the documents listed in the schedule of tender documents (other than the project specification) and the project specification, the latter shall prevail. In the event of any conflict between the letter that accompanies the tender or other relevant correspondence and the contents of the documents listed in the schedule of tender documents (including the project specification) such letter or correspondence shall prevail.

I/we agree that non-compliance with any of the material terms of this RFP, including those mentioned above, will constitute a material breach of contract and provide the HDA with cause for cancellation.

THUS DONE and SIGNED at _____
on this _____ day of _____

DULY AUTHORISED SIGNATORY(IES) WITNESSES

- | | |
|----------|----------|
| 1. _____ | 1. _____ |
| 2. _____ | 2. _____ |
| 3. _____ | 3. _____ |

Annexure: 2

PRICING SCHEDULE

Item/Stages	Payment Milestone	%Claim		Amount	
1. PART A	1.1 Market Study Component:	20%		R	
	1.2 Inception Phase & Data Collection <ul style="list-style-type: none"> Inception Report Data Collection 	5% of the total 20%		R	
	1.3 First Draft <ul style="list-style-type: none"> Methodologies 	15% of the total 20%	5% of the total 15%	R	R
	1.4 Second Draft <ul style="list-style-type: none"> Draft Report 		5% of the total 15%		R
	1.5 Final Draft <ul style="list-style-type: none"> Final Report 		5% of the total 15%		R
2. PART B	2.1 Enumeration Component	40%		R	
	2.2 Inception Phase & Data Collection <ul style="list-style-type: none"> Inception Report Data Collection Draft Questionnaire 	10% of the total 40%		R	
	2.3 First Draft		10% of the	R	R

	<ul style="list-style-type: none"> Batch Surveys 	30% of the total 40%	total 30%		
	2.4 Second Draft <ul style="list-style-type: none"> Draft Enumeration Report 		10% of the total 30%		R
	2.5 Final Draft <ul style="list-style-type: none"> Final Enumeration Report. 		10% of the total 30%		R
3. PART C	3.1 Geo-Hydrology Component:	40%	10% of the total 40%	R	
	3.2 Inception Phase & Data Collection <ul style="list-style-type: none"> Inception Report Data Collection 			R	
	3.3 First Draft <ul style="list-style-type: none"> Methodologies 	30% of the total 40%	10% of the total 30%	R	R
	3.4 Second Draft <ul style="list-style-type: none"> Stakeholder consultations (DWS/Geoscience etc) 		10% of the total 30%		R
	3.5 Final Draft <ul style="list-style-type: none"> Final Report 		10% of the total 30%		R
	TOTAL PROJECT VALUE	100%		R (VAT Included)	

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	HDA/NW/2023/022	CLOSING DATE:	12 OCTOBER 2023	CLOSING TIME:	11:00
DESCRIPTION	THE APPOINTMENT OF A SERVICE PROVIDER TO UNDERTAKE VARIOUS TECHNICAL STUDIES FOR THE DEVELOPMENT OF THE MARIKANA EXTENSION 13 INTEGRATED HOUSING DEVELOPMENT PROJECT, WITHIN RUSTENBURG LOCAL MUNICIPALITY IN NORTHWEST PROVINCE.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
THE HOUSING DEVELOPMENT AGENCY					
Reception Area					
04 Kikuyu Road					
Sunninghill, 2157					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	MXOLISI ZONDO		CONTACT PERSON	MXOLISI ZONDO	
TELEPHONE NUMBER	0115441000		TELEPHONE NUMBER	0115441000	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	Mxolisi.Zondo@thehda.co.za		E-MAIL ADDRESS	Mxolisi.Zondo@thehda.co.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
7 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]		8 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]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO					
DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO					
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO					
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO					
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO					
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 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:

.....

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**
- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

- 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**

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 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.

¹ 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.

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

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

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

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

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

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

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:

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

- 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 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 points is allocated for price on the following basis:

80/20

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in 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 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) (Tenderer to indicate by a cross or a tick against the selected specific goals)
Size of Company (7)		
• EME	7	
• QSE	5	
• GE	3	
Black women (5)		
75% - 100%	5	
51% - 74.99%	3	
Below 51%	1	
Historically Disadvantaged South Africans* (maximum Points = 8)		
Youth	3	
HDSA	2	
Disabled	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:

