

NORTHERN CAPE DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND TRADITIONAL AFFAIRS



LERATO PARK INTEGRATED HOUSING DEVELOPMENT

TENDER No: NC/05/2023

**ENVIRONMENTAL MONITORING AND CONTROL OFFICER FOR THE
COMPLETION OF THE INTERNAL CIVIL ENGINEERING SERVICES: PHASE 6 IN
LERATO PARK**

April 2023

QUOTATION SUBMITTED BY:

Name of Company: _____

Address: _____

Telephone No: _____

Issued by:

**CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS
AND TRADITIONAL AFFAIRS**

Larry Moleko Louw Building,
9 Cecil Sussman Road, Kimberley
Private Bag X5005, Kimberley
Tel: +27(0)53 830 9422
Fax: +27(0)53 831 4308
Attention: Mr G Booysen

Compiled by:

BIGEN AFRICA REAL ESTATE

Physical Address:

4 Jacobus Smit Street, Labram, Kimberley.
PO Box 110092, Kimberley, 8300.
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**Enquiries: M W Pretorius PrEng
CLOSING DATE: 12 May 2023 at 11:00**

**COGHSTA**Co-operative Governance
Human Settlement & Traditional Affairs**REQUEST FOR PROPOSAL: ENVIRONMENTAL MONITORING AND CONTROL OFFICER FOR THE
INTERNAL CIVIL ENGINEERING SERVICES: PHASE 6 IN LERATO PARK IN KIMBERLEY****1. BACKGROUND**

The Department of Cooperative Governance, Human Settlements and Traditional Affairs of the Northern Cape Province ("COGHSTA"), hereby invites you to submit a proposal and quotation for the rendering of environmental monitoring and control officer for the internal civil engineering services: Phase 6 in Lerato Park in Kimberley.

Your firm's proposal and quotation should be based on the guidelines as provided below in this document. Your firm's quotation should address all activities to complete the scope of work as described below. The internal civil engineering services: Phase 6 in Lerato Park, form part of the Lerato Park integrated housing development project ("the Project").

This request for proposal and quotation is subject to the conditions below.

2. PROPERTY LOCATION

The project is located in Lerato Park, North West of Kimberley town between the townships known as Galeshewe and Roodepan, under the jurisdiction Sol Plaatje Municipality, Frances Baard District Municipality Northern Cape province.



Locality Map:



3. EVALUATION CRITERIA

3.1 PRE-EVALUATION CRITERIA

Compliance with administrative requirements as stated in the Standard Bidding Documents. In this evaluation stage, all bidders that fail to provide the required information and documentation will be disqualified from further evaluation:

Returnable	Comply/not Comply	Disqualifying Factor
Is the bidder tax compliant		No
BBBEE certificate or Original Sworn Affidavit		No
Is the bidder registered on the National Treasury Central Supplier Database (CSD)		Yes
Copy of company registration documents		Yes
Detailed Company Profile		Yes
CV, Qualification and professional registration certificate of project team personnel involved on the project		Yes



CV & Certificate for a Competent Person going to undertake the project.		Yes
List of similar work carried out previously.		Yes
Certified identity documents of company directors or shareholders		Yes
Authority to sign on behalf of bidder		Yes
Project proposal including method statement		Yes
SBD forms must be completed, signed: SBD 4 SBD 6.1 SBD 7.2		Yes

3.2 EVALUATION STAGE 1: FUNCTIONALITY

The minimum point to be scored for functionality should be 70 points, in order to be considered for stage 2 evaluation. Failing to score the minimum required points will lead to automatic disqualification.:

Functionality	Criteria	Maximum Points
1	Experience of firm	40
2	Project Staff Experience	40
3	Approach and methodology	20
TOTAL		100

Criteria 1: Experience (Scoring a maximum of 40%)

Sub-Criteria:	Points Awarded
Completion of at least 5 projects of similar scope and condition in the last 5 years, supported by contactable references	40
Completion of at least 4 projects of similar scope and condition in the last 5 years, supported by contactable references	30
Completion of at least 3 projects of similar scope and condition in the last 5 years, supported by contactable references	20
Completion of at least 2 projects of similar scope and condition in the last 5 years, supported by contactable references	10
1. Total possible points for method and approach of Tenderer	40

**Criteria 2: Project Staff Experience (Scoring a maximum of 40%)**

Sub-Criteria:	Points Awarded
Proof of Professional registration with the relevant statutory authorities and with at least 5 years' experience in building and civil environment, supported by CV, Qualifications and Professional registration.	40
Proof of Professional registration with the relevant statutory authorities and with at least 4 years' experience in building and civil environment, supported by CV, Qualifications and Professional registration.	30
Proof of Professional registration with the relevant statutory authorities and with at least 3 years' experience in building and civil environment, supported by CV, Qualifications and Professional registration.	20
Proof of Professional registration with the relevant statutory authorities and with at least 2 years' experience in building and civil environment, supported by CV, Qualifications and Professional registration.	10
Total possible points for Qualified and registered professional	40

Criteria 3: Approach and methodology (Scoring a maximum of 20%)

Sub-Criteria:	Points Awarded
Approach and methodology	20
Total possible points for Approach and methodology	20

3.3 PREFERENTIAL PROCUREMENT SYSTEMS: STAGE 2

Bids will be evaluated applying the 80/20 preference points system in accordance CoGHSTA NC Specific Goals, where points are awarded to bidders on the basis of Price (80) and COGHSTA NC Specific Goals (20), using the following formula to calculate points for price:

$$PS = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

Ps = Points scored for price of tender under consideration;

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender



The following table must be used to calculate the score out of 20 for specific goals:

Specific Goal	Number of points
100% or more Women or Youth owned company	10
Less than 100% Women or Youth owned company	5
100% Black owned company	10
Less than 100% Black owned company	5
100% People living with disability	10
Locally owned companies	5
Maximum obtainable points	20

The following must be noted for the allocation of 20 points:

- A tenderer might be requested to submit proof of its B-BBEE status level of contributor.
- A share certificate and or CIPC information of the company might be requested to be able to verify ownership
- Any other relevant evidence can be requested from the tenderer to substantiate the claim for the 20 points from any of the above specific goals on the table.
- CSD printout must accompany all submission documents
- The above points can be increased, reduced and split to more than one specific goal, depending on the requirements of the bid and specifications, however when such is increased or reduced, the information must be published correctly to the bidder at the time of advert of tender, but total points must not exceed 20 points
- Locality points will be allocated to any company with a valid verifiable address in the Northern Cape, e.g. CIPC, SARS etc. A lease agreement must have substantiating legitimate evidence relating to the Northern Cape the address claimed, such as proof of rental payment and receipt of rentals by both the lessee and lessor.
- If the price offered by the tenderer scoring the highest points is not reasonable, COGHSTA must not award the contract to the tenderer
- COGHSTA may negotiate a reasonable price with the tenderer scoring the highest points or cancel the tender
- If the tenderer does not agree to a reasonable price, negotiate a reasonable price with the tenderer scoring the second highest points or cancel the tender
- If the tenderer scoring the second highest points does not agree a reasonable price, negotiate a reasonable price with tenderer scoring the third highest points or cancel the tender
- If a reasonable price is not agreed as envisaged, COGHSTA must cancel the tender.



4. CONSTRUCTION OVER VIEW

The Project is located within the jurisdiction area of the Sol Plaatje Municipality ("SPM") planned to deliver approximately 4 654 subsidised, institutional and bonded units over an envisage period of 5 years, subject to the availability of funding by the various funding sources for the Project. COGHSTA is the developer and the SPM is the land owner. The land was made available by the SPM to COGHSTA for the development of the project by means of a Land Availability Agreement.

Phase 6 of the housing project aims to deliver some 825 housing opportunities in the subsidized housing segments.

This contract consists of the construction of internal civil engineering services for the fifth phase of the Lerato Park Integrated Housing Project. Electrical reticulation and subsidy houses will be constructed concurrently under separate contracts.

The project will be implemented in sub-phases due to budget constraints. The following sub-phases have been identified:

- Phase 6.1: A total of 343 sites will be completed in this sub-phase with the current available budget (2023/24 financial year).
- Phase 6.2: The remainder of 482 sites will be completed in this sub-phase and will commence once the funding becomes available.

After completion of the services for each phase the services will be handed to the local authority. A Certificate of Completion will only be issued after completion of all phases.

The scope of works for the internal civil engineering services: Phase 6 in Lerato Park are as follows:

- a) uPVC water mains, reticulated in street reserves
- b) Metered house connections;
- c) Yard Taps;
- d) uPVC midblock and road frontage sewers
- e) kerbed, interlocking concrete block paved roads
- f) Kerb inlet storm water structures and junction boxes
- g) concrete storm water pipes
- h) Storm water channels lined with concrete interlocking blocks



- i) Cable ducts for future electrical reticulation road crossings
- j) Telkom Sleeves

5. SCOPE OF WORK

The scope of work requires the rendering of environmental monitoring and control services to comply with the requirements of the approved Environmental Record of Decision ("ROD") and the Environmental Management Plan and all its requirements for the internal civil engineering services: Phase 6 in Lerato Park.

The appointment includes the co-ordination with other members of the professional team, attending meetings and all other related functions.

The scope of work consists of but is not limited to the following:

- 5.1 Ensuring that the developer / contractors appointed for the internal civil engineering services: Phase 6 in Lerato Park comply with the EMP and all other relevant environmental legislative requirements;
- 5.2 Execution of the required environmental inspections and audits during the internal civil engineering services: Phase 6 in Lerato Park at least once a month or as and when required. The appointed PSP will be required to attend the monthly site meetings;
- 5.3 Compilation and submission (to the relevant competent environmental authority) of any other environmental documentation required to comply with the environmental legislation requirements;
- 5.4 Providing advice and comments to the appointed developer / contractors appointed for the internal civil engineering services: Phase 5 in Lerato Park to ensure that they comply with all relevant environmental legislative requirements (Especially to comply with the requirements of the EMP) during the internal civil engineering services: Phase 6 in Lerato Park;
- 5.5 Liaison and coordination with any other required professionals to ensure compliance with the required environmental legislation;
- 5.6 Environmental progress reporting to Bigen Africa Services (Pty) Ltd ("Bigen") and any other relevant environmental authorities at least once a month or as and when requested.



5.7 Any other service to successfully complete the abovementioned scope of work.

6. COMPULSORY BRIEFING MEETING

A compulsory briefing meeting and site visit will be held as follows:

Location : Lerato Park Site office (Latitude - 28°40'31.23"S; Longitude - 24°43'8.50"E)

Date : 2 May 2023

Time : 10h00

Confirmation of attendance will be recorded.

7. PROOF OF EXPERIENCE AND PREVIOUS WORK DONE

You are required to provide as part of your proposal / quotation proof of previous work that you and / or your firm has done similar to the scope of the work as described above.

8. DELIVERABLES

- Environmental Audits to comply with the Environmental Management Plan;
- Environmental advice and assistance to the appointed developer / contractors for the internal civil engineering services: Phase 6 in Lerato Park to ensure that the mentioned contractors comply with the EMPs and all other relevant environmental legislative requirements during the construction of the internal civil engineering services: Phase 6 in Lerato Park;
- Environmental audit/monitor and control reports.

9. PROFESSIONAL FEES SCHEDULE

The appointment value of the successful service provider to be appointed for the rendering of the services as described above will be fixed and based on estimated construction duration of 22 months (Expected commencement date is April 2023) for the internal civil engineering services: Phase 6 in Lerato Park. Your firm's quotation should be based on the items as described in the table in the pricing data.

10. REMUNERATION

The remuneration to the successful Service Provider to be appointed will be done according to the items described and to be priced by your firm in Annexure A1. Your firm's quotation should include disbursements, travelling. Please note that a **zero VAT rate** will be applicable, since VAT are not payable on subsidised housing. Your quotation should be submitted in the format as described in the Pricing Data.



It must be noted that if your firm is successful and appointed for the scope of work as described above for the internal civil engineering services: Phase 6 in Lerato Park any further expenditure over and above the amounts as indicated by your firm in the pricing data must be motivated in writing by your firm and approved by COGHSTA, prior to any such expenditure.

11. COMPLETION DATE

The estimated construction duration is 22 months (Expected commencement at the beginning of June 2023) for the internal civil engineering services: Phase 6 in Lerato Park.

12. REPORTING AND COMMUNICATION

Bigen has been appointed as the Implementing Agent ("IA") of COGHSTA for the Project and all communication regarding the rendering of the occupational health and safety services for the internal civil engineering services: Phase 6 in Lerato Park should be done with Bigen. Bigen's representative is Mr Danie Gräbe and Mr Gräbe's contact details are as follow:

Cell.: 082 772 7160

E-mail: danie.grabe@bigengroup.com

The successful Environmental Monitoring and Control Officer to be appointed will therefore, after appointment by COGHSTA report to Bigen.

13. TERMINATION

COGHSTA will reserve the right to cancel / postpone the appointment to be made to the successful Environmental Monitoring and Control Officer to be appointed at any time and to reimburse the successful Environmental Monitoring and Control Officer for work done to the satisfaction of COGHSTA and Bigen to date, after which any further obligations shall fall away.

The client shall be entitled to terminate the agreement forthwith in the event that the PSP non-performance.

14. PENALTIES

Penalties will apply to the appointed PSP for late submission of the audit and progress reports. By failure to submit the monthly audit report by the last day of each month, R500/working day penalty for each day the said reports is late.



15. ADDITIONAL REQUIREMENTS

- 15.1. The PSP is required to meet the following minimum requirements of which proof must be submitted together with the quotation:
- Company profile with CV's of professionals going to undertake the project.
 - Project proposal (Method statement on how the project will be approached & carried out).
 - A list of satisfied clients and contact details for similar work carried out before.
- 15.2. The project must be completed within a period of 22 months from the date of appointment and a Service Level Agreement shall be entered into with COGHSTA in this regard. At appointment stage, the successful Service Provider shall have 5 working days to accept the appointment in writing.
- 15.3. COGHSTA requires that all suppliers be registered on Government's Central Supplier Database and proof of registration must be submitted along with the quotation and it is subject to verification during the evaluation stage. To register, kindly visit: www.csd.gov.za.
- 15.4. It is also required that quotations be accompanied by fully completed copy of the following attached SBD forms.
- SBD 4
 - SBD 6.1
 - SBD 7.2
- 15.5. Other procurement conditions are as follows:
- Preferential Procurement Regulations, 2022 (Government Gazette No. 2721) will apply.
 - The 80/20 evaluation criteria will apply.
 - Functionality (70/100)
 - Quotations must comply with the PFMA and its regulations.
 - Central Supplier Database registration is compulsory.
 - COGHSTA reserves the right not to accept the lowest or any other quotation or to accept, where applicable, a portion of any quotation.
 - Failure to comply with Procurement Conditions may result in a disqualification.
 - COGHSTA does not pay VAT.
- 15.6. The conditions for the closing of quotations are as follows:
- Tender close at 11:00 on 12 May 2023 and must be submitted at COGHSTA, Larry Moleko Louw Building, 9 Cecil Sussman Road, Kimberley, 8300.

- Late, faxed or e-mailed quotations will not be accepted.

15.7. Enquiries

- General enquiries contact person: Mr G Booysen of COGHSTA
e-mail: gbooyesen@ncpg.gov.za
Tel: 053 830 9533



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Human Settlement & Traditional Affairs

RETURNABLE DOCUMENTS AND SCHEDULES

LIST OF RETURNABLE DOCUMENTS

1. Tenderers are required to submit the following with their quotations:
 - (a) Original valid Tax Clearance Certificate (in terms of the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2022 (Government Gazette No. 2721). Tenderers shall be registered and in good standing with the South African Revenue Service (SARS) on CSD, if non-compliant, the tenderer must submit evidence from SARS informing the department of why it is non-complaint and when is the estimated resolution,
 - (b) **A valid certified copy of a B-BBEE Verification Certificate** from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA). The B-BBEE certificate will only be used for identifying your level of B-BBEE but will not be used for scoring on the 80:20, Specific goals will be used for scoring,
 - (c) Curriculum Vitae of all professionals going to undertake the project.
 - (d) Project proposal including method statement.
 - (e) List of similar work carried out previously.
 - (f) Proof of registration on the Government's Central Supplier Database (CSD)
 - (g) Authority of signature



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RETURNABLE SCHEDULES

LIST OF RETURNABLE SCHEDULES

Tenderers are required to submit the following fully completed with their quotations:

- (a) SBD 4 Form
- (b) SBD 6.1 Form
- (c) SBD 7.2 Form

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 institution	State

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

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.

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

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or 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

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

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

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

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

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

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

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

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 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 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	
SPECIFIC GOALS	
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 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20	or	90/10
$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) \text{ or } Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$		

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \mathbf{Ps} = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) & \mathbf{or} & \mathbf{Ps} = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \end{array}$$

Where

Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)

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:

.....

.....

.....

CONTRACT FORM - RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid .
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Proof of tax compliance status;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
 - Bidder's Disclosure form;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2

DATE:

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as..... accept your bid under reference numberdated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

4. I confirm that I am duly authorised to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:



PRICING DATA



SCHEDULE OF PROFESSIONAL FEES

The appointment value of the successful Environmental Officer to be appointed for the rendering of the services as described above will be fixed and based on an estimated construction duration of 22 months (Expected commencement at the beginning of June 2023) for the internal civil engineering services: Phase 6 in Lerato Park. Your firm's quotation should be based on the items as described in the table below:

PAYMENT ITEM	MILESTONES DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1.	Ensuring that the developer / contractor appointed for the internal civil engineering services: Phase 6 in Lerato Park comply with the EMP and all other relevant environmental legislative requirements during the construction of the internal civil engineering services: Phase 5 in Lerato Park.	month	22		
2.	Execution of the required environmental inspections and audits during the internal civil engineering services: Phase 6 in Lerato Park at least once a month or as and when required for the estimated Period (including the attendance of the monthly site meetings):	month	22		
3.	Compilation and submission (to the relevant competent environmental authority) of any other environmental documentation required to comply with the environmental legislation requirements, if required;	sum	1		
4.	Providing advice and comments to the developer / contractor to be appointed for the internal civil engineering services: Phase 6 in Lerato Park to ensure that they comply with all relevant environmental legislative requirements (Especially to comply with the requirements of the EMP) during construction of the internal civil engineering services: Phase 6 in Lerato Park.	month	22		
5.	Liaison and coordination with any other required professionals to ensure compliance with the required environmental legislation during construction and completion of the internal civil engineering services: Phase 6 in Lerato Park for the estimated Period.	month	22		
6.	Environmental progress reporting to Bigen and any other relevant environmental authorities at least once a month or as and when requested during construction of the	month	22		



PAYMENT ITEM	MILESTONES DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	internal civil engineering services: Phase 6 in Lerato Park for the estimated Period.				
7.	Any additional services / activities which may be required (Please specify)	sum	1		
8.	Sub-total excluding travel and disbursements (sum of items 1 – 7)				
9.	Travelling (Should be sufficient to cover all travelling cost for the duration of the project) Specify)	km			
10.	Disbursements (Copies and prints) (Should be sufficient to cover all travelling cost for the duration of the project) Specify)	sum			
11.	Sub-total including travel and disbursements (sum of items 8 – 10)				
12	Contingency (15% of Item 11 above)				
13.	Sub-total (sum of items 11 – 12)				
14.	0% VAT				R0.00
15.	Grand TOTAL (Including disbursement, travelling and 0% VAT)				

It must be noted that the abovementioned milestone payments will only be paid as indicated above, if the work to be done by successful service provider to be appointed have been completed to the satisfaction of Bigen Africa.



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Human Settlement & Traditional Affairs

THE CONTRACT



AGREEMENT AND CONTRACT DATA

1. Form of Offer and Acceptance
2. Contract Data



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FORM OF OFFER AND ACCEPTANCE (AGREEMENT)

*Northern Cape Department of Co-operative Governance, Human
Settlement and Traditional Affairs*

LERATO PARK INTEGRATED HOUSING DEVELOPMENT

Tender No: NC/05/2023

**ENVIRONMENTAL MONITORING AND CONTROL OFFICER FOR THE
COMPLETION OF THE INTERNAL CIVIL ENGINEERING SERVICES:
PHASE 6 IN LERATO PARK**

FORM OF OFFER AND ACCEPTANCE

OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

Tender No: NC/05/2023: ENVIRONMENTAL MONITORING AND CONTROL OFFICER FOR THE COMPLETION OF THE INTERNAL CIVIL ENGINEERING SERVICES: PHASE 6 IN LERATO PARK.

The Tenderer, identified in the Offer signature block, has examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

The offered Total of the Prices exclusive of Value Added Tax is

.....

.....Rand (in words); R.....(in figures)

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.



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For the Tenderer:

Signature(s)

Name(s)

Capacity

Name and address of organisation:

Signature and Names of witnesses:

Signatures

Names

Date:



ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the, Conditions of Contract identified in the Contract Data. Acceptance of the Tenderer's Offer shall form an agreement, between the Employer and the Tenderer upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the contract, are contained in

Part C1	Agreements and Contract Data, (which includes this agreement)
Part C2	Pricing Data
Part C3	Scope of Work
Part C4	Site Information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts of this document above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of Offer and Acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representative(s) of both parties.

The Tenderer shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data, or just after the date this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor) within five days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.



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For the Employer:

Signature(s)

Name(s)

Capacity

Name and address of organisation:

Signature and Names of witnesses:

Signatures

Names

Date:



SCHEDULE OF DEVIATIONS

Notes :

1. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender;
2. A Tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here;
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here;
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

1. **Subject**

Details

2. **Subject**

Details

3. **Subject**

Details

4. **Subject**

Details

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the Tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.



For the Tenderer:

Signature(s)

Name(s)

Capacity

Name and address of organisation:

Signature and Names of witnesses:

Signatures

Names

Date:

For the Employer:

Signature(s)

Name(s)

Capacity



Name and address of organisation:

Signature and Names of witnesses:

Signatures

Names

Date:



CONFIRMATION OF RECEIPT

The Tenderer, (now Contractor), identified in the Offer part of this Agreement hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this agreement, including the Schedule of Deviations (if any) today:

At(Place) on the (day)

of (month) 20 (year)

For the Contractor:

Signature(s) _____

Name(s) _____

Capacity _____

Signature and Names of witnesses:

Signatures _____

Names _____