



## Tender Info

Tender month	FEBRUARY 2023
Tender date:	10/02/2023
Tender Number	NC/19/2022
Title of Tender	APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT TOWNSHIP ESTABLISHMENT ON PORTION 12 OF THE FARM PENSFONTEIN NO 449, TSANTSANBANE LOCAL MUNICIPALITY, NORTHERN CAPE
Description	APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT TOWNSHIP ESTABLISHMENT ON PORTION 12 OF THE FARM PENSFONTEIN NO 449, TSANTSANBANE LOCAL MUNICIPALITY, NORTHERN CAPE
Employer	DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND TRADITIONAL AFFAIRS OF THE NORTHERN CAPE (COGHSTA)
<b>Employer</b>	<b>COGHSTA</b>
<b>Employer email</b>	<a href="mailto:bslenkoe@ncpg.gov.za">bslenkoe@ncpg.gov.za</a>
Postal Address	PRIVATE BAG X5005
Town/City	KIMBERLEY
Code	8300
Physical Address1	Larry Moleko Louw Building
Physical Address2	9 CECIL SUSSMAN ROAD
Physical Address4	8301
<b>Employer's Agent: Name</b>	<b>MR. M. MARINDILI</b>
Company	COGHSTA
Postal Address	PRIVATE BAG X5005
Town/City	KIMBERLEY, 8300
Physical 1	LARRY MOLEKO LOUW
Physical 2	9 CECIL SUSSMAN ROAD
Tel:	(053) 830 9400
Fax:	(053) 831 4308
E-mail:	<a href="mailto:MMARINDILI@NCPG.GOV.ZA">MMARINDILI@NCPG.GOV.ZA</a>
Advert Date	FRIDAY, 10 FEBRUARY 2023
Briefing Date	A COMPULSORY briefing session will be held on 14 FEBRUARY 2023 at 9 Cecil Sussman Road; Larry Moleko Louw Building; Kimberley; 8300. AT 08h00
Tender Documents available at	Tender E-Portal - <a href="http://www.etenders.gov.za">http://www.etenders.gov.za</a> and <a href="http://www.coghsta.ncpg.gov.za">www.coghsta.ncpg.gov.za</a>
Closure Date	03 MARCH 2023
Closure Time	11H00
Tender Box Location	COGHSTA HEAD OFFICE, LARRY MOLEKO LOUW BUILDING, 9 CECIL SUSSMAN ROAD, KIMBERLEY, 8301.
General Enquiries Contact Person	KAREL VISAGIE of CoGHSTA, Tel: (053) 807-9723, e-mail: <a href="mailto:KVISAGIE@NCPG.GOV.ZA">KVISAGIE@NCPG.GOV.ZA</a>
Technical Enquiries Contact Person	MR. M. MARINDILI of CoGHSTA, Tel: (053) 830-9515, e-mail: <a href="mailto:MMARINDILI@NCPG.GOV.ZA">MMARINDILI@NCPG.GOV.ZA</a>
Procurement Policy	Preferential Procurement Regulations, 2022 (Government Gazette No. 2721)
Functionality	A functionality criterion will be applied at evaluation. Bidders must achieve a minimum score of 70 points to move to the financial bid evaluation.
PPPFA	The bid will be evaluated on the 80:20 preference point system for all the bids that meet the minimum functionality score.

**DEPARTMENT OF COOPERATIVE GOVERNANCE, HUMAN  
SETTLEMENTS AND TRADITIONAL AFFAIRS**

**TENDER NR.: NC/19/2022**

**APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT  
TOWNSHIP ESTABLISHMENT ON PORTION 12 OF THE FARM  
PENSFONTEIN NO 449, TSANTSANBANE LOCAL  
MUNICIPALITY, NORTHERN CAPE**

**DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND  
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449, TSANTSANBANE LOCAL MUNICIPALITY, NORTHERN CAPE**

<b>CLOSING DATE: 03 MARCH 2023</b>	<b>CLOSING TIME: 11H00</b>
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**NAME OF BIDDER\*** .....

**CONTACT PERSON\*** .....

**ADDRESS\*** .....  
.....  
.....  
.....

**TEL NO\*** .....

**FAX NO\*** .....

**E-MAIL ADDRESS\*** .....

**B-BBEE LEVEL\***

**DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND  
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449, TSANTSANBANE LOCAL MUNICIPALITY, NORTHERN CAPE**

**GENERAL TENDER INFORMATION:**

TENDER ADVERTISED

**FRIDAY, 10 FEBRUARY 2023**

**COMPULSORY BRIEFING SESSION ON 14 FEBRUARY 2023 AT 08H00**

**(This is a COMPULSORY briefing session. Bidders who do not attend, will be disqualified)**

CLOSING DATE	Friday, 03 MARCH 2023
CLOSING TIME	11H00
CLOSING VENUE	Tender Box at COGHSTA HEAD OFFICE, LARRY MOLEKO LOUW BUILDING, 9 CECIL SUSSMAN ROAD, KIMBERLEY, 8301.

The bid Documents completed in all respects, plus any additional supporting documentation required, must be submitted in a sealed envelope with the name and address of the Tenderer, the Tender No. and title and the closing date indicated on the envelope. The sealed envelope must be handed in at the Tender Box at the COGHSTA KIMBERLEY Offices. Bids will NOT be opened directly after closing. No late bids will be accepted

**DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND  
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# ***1.1: TENDER NOTICE AND INVITATION TO TENDER***

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

**TENDER NO. NC/19/2022**

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ESTABLISHMENT ON PORTION 12 OF THE FARM PENSFONTEIN NO  
449, TSANTSANBANE LOCAL MUNICIPALITY, NORTHERN CAPE**

COGHSTA HEREBY INVITES BIDDERS TO RENDER APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT TOWNSHIP ESTABLISHMENT ON PORTION 12 OF THE FARM PENSFONTEIN NO 449, TSANTSANBANE LOCAL MUNICIPALITY, NORTHERN CAPE

- Only service providers that are CSD registered will be considered.  
**A COMPULSORY briefing session will be held on Tuesday, 14 FEBRUARY 2023 at 08h00 at the CoGHSTA Main Boardroom, 9 CECIL SUSSMAN ROAD KIMBERLEY**
- Tender documents are available at Tender E-Portal - <http://www.etenders.gov.za> and [www.coghsta.ncpg.gov.za](http://www.coghsta.ncpg.gov.za)
- Closing of Tender at 11H00 on Friday, 03 MARCH 2023 at COGHSTA HEAD OFFICE, LARRY MOLEKO LOUW, 9 CECIL SUSSMAN ROAD, KIMBERLEY, 8301.
- General enquiries relating to this bid should be addressed to KAREL VISAGIE of CoGHSTA, Tel: (053) 807-9723, e-mail: [KVISAGIE@NCPG.GOV.ZA](mailto:KVISAGIE@NCPG.GOV.ZA) and technical enquiries to MR. M. MARINDILI of CoGHSTA, Tel: (053) 830 9400, e-mail: [MMARINDILI@ncpg.gov.za](mailto:MMARINDILI@ncpg.gov.za)
- Please note:**
  - Preference will be given to companies who are owned by Women, Youth & Persons with Disabilities.
  - Functionality will apply. Based on functionality the tenderer should score 70 points or more to be further evaluated:**

DESCRIPTION AND POINTS FOR THE FUNCTIONALITY CRITERIA		
NO.	DESCRIPTION OF SPECIFIC COMPETENCIES	POINTS
1.	Qualification of project team leader involved on the project. Please attach copies of certificates and CVs.	15
	<b>Professional Town Planner</b>	
	• Professional registered Town Planner with SACPLAN Registration with more than 5 years' experience post professional registration.	15
	• Professional registered Town Planner with SACPLAN Registration with 1-4 years' experience post professional registration.	10
2.	Qualification of key project team personnel involved on the project. Please attach copies of certificates and CVs.	50
	<b>Professional Land Surveyor</b>	
	• Professional Land Surveyor SAGC/PLATO Registration with more than 5 years' experience post professional registration.	10
	• Professional Land Surveyor SAGC/PLATO Registration with 1-4 years' experience post professional registration.	5
	<b>Professional Geologist</b>	
	• Professional Geologist SACNASP Registration with more than 5 years' experience post professional registration.	10
	• Professional Geologist SACNASP Registration with 1-4 years' experience post professional registration.	5
	<b>Professional GIS</b>	
	• Professional GIS with SAGC/PLATO Registration with more than 5 years' experience post professional registration.	10
	• Professional GIS with SAGC/PLATO Registration with 1-4 years' experience post professional registration.	5
	<b>Professional Environmentalist</b>	
	• Professional Environmentalist SACNASP/ EAPESA Registration with more than 5 years' experience post	10



	professional registration.		
	<ul style="list-style-type: none"> <li>Professional Environmentalist SACNASP/ EAPESA Registration with 1-4 years' experience post professional registration.</li> </ul>	5	
	<b>Professional Engineer/Technologist</b>		
	<ul style="list-style-type: none"> <li>Professional Engineer Registration with ECSA with more than 5 years' experience post professional registration.</li> </ul>	10	
	<ul style="list-style-type: none"> <li>Professional Engineer Registration with ECSA with 1-4 years' experience post professional registration.</li> </ul>	5	
	<ul style="list-style-type: none"> <li>Professional Engineering Technologist Registration with ECSA with more than 5 years' experience post professional registration.</li> </ul>	5	
	<ul style="list-style-type: none"> <li>Professional Engineering Technologist Registration with ECSA with 1-4 years' experience post professional registration.</li> </ul>	3	
	<ul style="list-style-type: none"> <li>CV's without qualifications</li> </ul>	0	
<b>All bidders must submit CV's, Qualification / Registration Certificates with relevant bodies for the proposed professional teams to be deployed on the project. In the event that they outsource the service, they must also attach the same documentation and in all cases the relevant professionals must write a letter of consent with contact details for verification that they will be working on the project.</b>			
3.	<b>Proven track record on previous projects experience of a similar Scope (Physical verification of completed projects may be conducted by the department)</b>		<b>20</b>
	1. 15 and more similar projects completed	20	
	2. 10 to 14 similar projects completed	15	
	3. 5 to 9 similar projects completed	10	
	4. 1 to 4 project completed	5	
	<b>The bidder must submit all details of all projects with reference supplied for verification purposes</b>		
4.	<b>Project Execution Plan and Methodology</b>		<b>15</b>
	<ul style="list-style-type: none"> <li>Comprehensive- Work Programme, Delivery Schedule and Methodology</li> </ul>	15	
	<ul style="list-style-type: none"> <li>Moderate- Work Programme, Delivery Schedule and Methodology</li> </ul>	5	
	<b>You are required to give a detailed implementation plan which will reflect that you have clearly understood the complexity of the task at hand clearly giving the realistic time frames for each activity and the resources allocated to ensure that each activity is achieved within the stipulated time frames.</b>		
<b>TOTAL POINTS FOR FUNCTIONALITY</b>			<b>100</b>

- The requirements of the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2022 (Government Gazette No. 2721) shall also apply, together with all other requirements as set out in the Tender Data.
- Failure to comply with above requirements will result in automatic disqualification of the bidder.
- CoGHSTA reserves the right to withdraw any invitation to tender and/or re-advertise or to reject any tender or to accept a part of it. The lowest bidder is not necessarily the winning bidder

## **1.2:**

# ***TENDER DATA***

DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND  
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**1.2: TENDER DATA**

The following are the Conditions of Tender as set out in the Tender Data below shall apply to this tender:

- 1.2.1      **Communication and Employer's Agent**  
Attention is drawn to the fact that verbal information, given by the Employer's Agent during site visits / clarification meetings or at any other time prior to the award of the Contract, will not be regarded as binding on the Employer. Only information issued formally by the Employer's Agent in writing to Tenderers will be regarded as amending the Tender Document. The Employer's Agent is:  
Name: MR. M. MARINDILI  
PRIVATE BAG X5005  
KIMBERLEY, 8300  
Tel.: (053) 830 9400  
E-mail: [MMARINDILI@NCPG.GOV.ZA](mailto:MMARINDILI@NCPG.GOV.ZA)
- 1.2.2      **Competitive Negotiation Procedures**  
Consortiums are eligible to submit tenders.
- 1.2.3      **Insurance**  
The Employer will provide **no** insurance.
- 1.2.4      **Delivery of tender Documents**  
The Employer's Agent's address for delivery of Tender Offers and identification details to be shown on each tender offer package are:  
**Location of tender closure:** Tender Box, COGHSTA HEAD OFFICE, LARRY MOLEKO LOUW BUILDING, 9 CECIL SUSSMAN ROAD, KIMBERLEY, 8301.  
**Identification details:** TENDER NUMBER: **NC/19/2022**  
TITLE OF TENDER: **APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT TOWNSHIP ESTABLISHMENT ON PORTION 12 OF THE FARM PENSFONTEIN NO 449, TSANTSANBANE LOCAL MUNICIPALITY, NORTHERN CAPE**

Sealed tenders (with a soft copy in a memory stick) the Tenderer's name and address and the endorsement:

**"TENDER NUMBER: NC/19/2022 APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT TOWNSHIP ESTABLISHMENT ON PORTION 12 OF THE FARM PENSFONTEIN NO 449, TSANTSANBANE LOCAL MUNICIPALITY, NORTHERN CAPE"**

on the envelope, must be placed in the appropriate official Tender Box at the abovementioned address.

**1.2.5 Closing Time**

The closing time for submission of Tender Offers is as stated in the Tender Notice and Invitation to Tender.

**1.2.6 Tender Offer Validity**

The tender offer validity period is **90 (ninety)** days from the closing date.

**1.2.7 Clarification of Tender Offer after Submission**

A tender will be rejected as non-responsive if the Tenderer fails to provide any clarification requested by the Employer within the time for submission stated in the Employer's written request for such clarification.

**1.2.8 Financial Statements**

The bidder must provide where the tendered amount exclusive of VAT exceeds R 8, 771, 929.8310 (Eight Million, Seven Hundred Seventy-One Thousand Nine Hundred Twenty-Nine Rand and Eighty-Three Cents):

- i) audited annual financial statement for 3 (three) years, or for the period since establishment if established during the last 3 (three) years, if required by law to prepare annual financial statements for auditing;
  - ii) a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic.
- Each party to a Consortium shall submit separate certificates/statements in the above regard.

**1.2.9 Tax Clearance Certificate**

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.

**1.2.10** The B-BBEE certificate will only be used for your 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.

**1.2.11 The Employer's Undertakings Issue Addenda**

Notwithstanding any requests for confirmation of receipt of Addenda issued, the Tenderer shall be deemed to have received such addenda if the Employer can show proof of transmission thereof (or a notice in respect thereof) via electronic mail, facsimile or registered post.

**1.2.12 Opening of Tender Submissions**

The tenders will not be opened immediately after the closing time, however all bids will be recorded and uploaded on the COGHSTA website([www.coghsta.ncpg.gov.za](http://www.coghsta.ncpg.gov.za))

**1.2.13 Test for Responsiveness**

Tenders will be considered non-responsive if, inter alia:

- a) The Tender is not in compliance with the required returnable documents;
- b) The Tenderer has failed to clarify or submit any supporting documentation within the

time for submission stated in the employers written request.

- c) The tenderer is not registered on the central suppliers database (CSD)
- d) The tenderer is an employee of the state with no evidence, deregistered, is in the registered of tender defaulters or restricted.

A responsive tender is one that conforms to all the terms and conditions of the Tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- e) detrimentally affect the quality, services or supply identified,
- f) significantly change the Employer's or the Tenderer's risks and responsibilities under the contract, or
- g) affect the competitive position of the other Tenderers presenting responsive tenders, if it were to be rectified.

#### 1.2.14 **Points for Specific Goals**

A maximum of 20 (twenty) tender evaluation points will be awarded for preference to Tenderers with responsive tenders meeting functionality, who are eligible for such preference, in accordance with the criteria listed below.

#### 1.2.15 **Risk Analysis**

Notwithstanding compliance with regards to CSD registration or any other requirements of the tender, the employer will perform a risk analysis in respect of the following:

- a) the Tenderer's ability to fulfil its obligations in terms of the tender document, that is, that the Tenderer can demonstrate that he/she possesses the necessary professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience, reputation, personnel to perform the contract, etc.
- b) three years (3) audited financial statements will be verified and analysed for accuracy and completeness.

#### 1.2.16 **Acceptance of bid**

The Employer reserves the right to with draw any invitation to tender and/or to re-advertise or to reject any tender or to accept a part of it. The Employer does not bind itself to accepting any bids.

Tender offers will only be accepted if:

- (a) the Tenderer is registered and in good standing with the South African Revenue Service (SARS) and has submitted evidence in the form of an original valid Tax Clearance Certificate (for tender) issued by SARS or recent CSD complaint status with the current month of the BID or poof hat he or she has made arrangements with SARS to meet his or her outstanding tax obligations;
- (b) the Tenderer or any of its Directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
- (c) the Tenderer has not:
  - (i) abused the Employer's Supply Chain Management System; or
- (d) the Tenderer has no conflicts of interest which may impact on the Tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process.

#### 1.2.17 **Claims arising after submission of tender**

No claim for any extras arising out of any doubt or obscurity as to the true intent will be admitted by the Employer after the submission of any tender and the Tenderer shall be deemed to have:

- (a) Read and fully understood the Conditions of Contract;
- (b) Before submission of any tender, the Tenderer should check the number of pages, and if any are found to be missing or duplicated, or the figures or writing indistinct, the Tenderer must apply to the Employer's agent at once to have the same rectified, as no liability will be admitted by the Employer in respect of errors in any tender due to

the foregoing.

1.2.18

**Invalid tenders**

Tenders shall be considered invalid and shall be endorsed and recorded as such in the tender opening record, by the responsible official who opened the tender, in the following circumstances:

- (a) If the tender is not completed in non-erasable black ink;
- (b) If the name of the Tenderer is not stated or is indecipherable.

1.2.19

**Requests for contract documents, or parts thereof, in electronic format**

The Employer shall ~~not~~ formally issue tender documents in electronic format and shall not ~~only~~ issue tender documents in hard-copy. The following must be noted:

- (a) the Employer shall not accept tenders submitted in electronic format except a hard copy accompanied by the memory stick. Tenderers may ~~not~~ complete and submit a printed copy of the electronic version of the tender document or part thereof. Only those tenders that have been completed on the issued tender document shall be considered;
- (b) any non-compliance with these provisions, including effecting any unauthorized alterations to the tender document, shall render the tender invalid. The Employer reserves the right to take any action against such Tenderer allowed in law including, in circumstances where the tender had already been awarded, the right to cancel the contract.
- (c) In requesting the electronic version of the tender document or parts thereof, the Tenderer is deemed to have read, understood and accepted all of the above conditions.

1.2.20

**Issue Addenda**

If necessary, issue addenda that may amend or amplify the tender documents to each Tenderer during the period from the date that tender documents are available until **3 (three) days** before the tender closing time stated in the Tender Data. If, as a result a Tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all Tenderers who drew documents. All Addenda's will be posted on the departmental website ([www.coghsta.ncpg.gov.za](http://www.coghsta.ncpg.gov.za)), therefore is the responsibility of the bidder to ensure that there is no posted addendums before 3 days of the closing of the bid.

1.2.21

**Non-disclosure**

Not disclose to Tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful Tenderer.

1.2.22

**Grounds for rejection and disqualification**

Determine whether there has been any effort by a Tenderer to influence the processing of tender offers and instantly disqualify a Tenderer (and their tender offer) if it is established that they engaged in corrupt or fraudulent practices.

1.2.23

**Arithmetical errors, omissions and discrepancies**

Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

Check the highest ranked tender or Tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the Pricing Schedule or Bills of Quantities; or
- c) arithmetic errors in:
  - i) line item totals resulting from the product of a unit rate and a quantity in Bills of Quantities or Schedules of Prices; or
  - ii) the summation of the prices.

2.2.24 Notify the Tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

1.2.25 Where the Tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) If Bills of Quantities or Pricing Schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- b) 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 Tenderer's addition of prices, the total of the prices shall govern and the Tenderer will be asked to revise selected unit prices (and their rates if Bills of Quantities apply) to achieve the tendered total of the prices.

1.2.26 **Clarification of a tender offer**

Obtain clarification from a Tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

1.2.27

1.2.27.1 **Decimal places**

Score financial offers, preferences and quality, as relevant. To 2 (two) decimal places.

1.2.27.2 **Scoring Financial Offers**

Score the financial offers of remaining responsive tender offers using the following formula:

$$N_{FO} = W_1 \times A$$

where:  $N_{FO}$  is the number of tender evaluation points awarded for the financial offer.  
 $W_1$  is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.  
 $A$  is a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

Formula	Comparison aimed at achieving	Option 1 <sup>a</sup>	Option 2 <sup>a</sup>
1	Highest price or discount	$A = (1 + \frac{(P - P_m)}{P_m})$	$A = P / P_m$
2	Lowest price or percentage commission / fee	$A = (1 - \frac{(P - P_m)}{P_m})$	$A = P_m / P$

<sup>a</sup>  $P_m$  is the comparative offer of the most favourable comparative offer.

$P$  is the comparative offer of the tender offer under consideration

**Table F.1: Formulae for calculating the value of A**

1.2.27.3 **Scoring preferences**

Confirm that Tenderers are eligible for the preferences claimed in accordance with the provisions of the Tender Data and reject all claims for preferences where Tenderers are not eligible for such preferences. Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the Tender Data.

1.2.27.4 **Scoring quality**

Score each of the criteria and sub criteria for quality in accordance with the provisions of the Tender Data.

Calculate the total number of tender evaluation points for quality using the following formula:

$$N_Q = W_2 \times S_O / M_S$$

where:  $S_O$  is the score for quality allocated to the submission under consideration;  
 $M_S$  is the maximum possible score for quality in respect of a submission; and  
 $W_2$  is the maximum possible number of tender evaluation points awarded for the quality as stated in the Tender Data;

1.2.28 **Acceptance of Tender Offer**

Accept the Tender Offer if, in the opinion of the Employer, it does not present any unacceptable commercial risk and only if the Tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the Employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the Tender Data, and
- f) is able, in the opinion of the Employer, to perform the contract free of conflicts of interest.

**1.2.29 Prepare contract documents**

If necessary, revise documents that shall form part of the contract and that were issued by the Employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents, and
- c) other revisions agreed between the Employer and the successful Tenderer.

**1.2.30** Complete the Schedule of Deviations attached to the Form of Offer and Acceptance, if any.

**1.2.31 Complete adjudicator's contract**

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

**1.2.32 Notice to unsuccessful Tenderers**

Notify the successful Tenderer of the Employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the Tender Data or agreed additional period.

**1.2.33** After the successful Tenderer has been notified of the Employer's acceptance of the tender, notify other Tenderers that their tender offers have not been accepted.

**1.2.34 Provide copies of the contracts**

Provide to the successful Tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

**1.2.35 Provide written reasons for actions taken**

Provide upon request written reasons to Tenderers for any action that is taken in applying these conditions of tender but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of Tenderers or might prejudice fair competition between Tenderers.

# RETURNABLE DOCUMENTS

2.1 List of Returnable Documents

2.2 Returnable Schedules

**2.1:**

***LIST OF RETURNABLE  
DOCUMENTS***

## **2.1: LIST OF RETURNABLE DOCUMENTS:**

**NB: TENDERERS MUST COMPLETE THESE SCHEDULES / DATA SHEETS / FORMS IN BLACK INK**

### **1. Returnable Schedules required for Tender Evaluation Purposes:**

- Schedule 1: Certificate of Briefing Session Attendance
- Schedule 2: Compulsory Enterprise Questionnaire
- Schedule 3: Certificate of Independent Tender Determination
- Schedule 4: Certificate of Authority for Joint Ventures where applicable
- Schedule 5: Declaration in terms of the Public Finance Management Act.
- Schedule 6: Schedule of Work Experience
- Schedule 7: Proposed Amendments and Qualifications by Tenderer
- Schedule 8: Pricing schedule
- Schedule 9: Detail of Proposal by the Tenderer
- Schedule 10: Audited Financial Statements for the last 3 years
- Schedule 11: Record of Addenda to Tender Documents

### **2. Other documents required for Tender Evaluation Purposes:**

- 2.1. Joint Venture Agreement (if applicable) - append to Schedule 4.
- 2.2. A certified copy of the Bargaining Council Certificate (where applicable) - append to Schedule 7.

### **3. Returnable Schedules that will be incorporated into the Contract:**

- Schedule 11: Record of Addenda to Tender Documents
- NCP Schedules: NCP 1; NCP 4; NCP 7.1;

### **4. The offer portion of the C1.1 Form of Offer and Acceptance**

### **5. Contract Data (Part 2)**

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

**TENDER NO. NC/19/2022**

**APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT  
TOWNSHIP ESTABLISHMENT ON PORTION 12 OF THE FARM  
PENSFONTEIN NO 449, TSANTSANBANE LOCAL  
MUNICIPALITY, NORTHERN CAPE**

**SCHEDULE 1**

**CERTIFICATE OF BRIEFING SESSION ATTENDANCE**

This is to certify that I / we .....

of (Tenderer) .....

of (Address) .....

Telephone Number .....

Fax Number .....

on (Date) .....

have examined the Site of Works and its surroundings for which I/we am/are submitting this tender and have, so far as is practicable, familiarized myself/ourselves with all the information, risks, contingencies and other circumstances which may influence or affect my/our tender.

**SIGNED ON BEHALF OF THE TENDERER:** .....

**SIGNED ON BEHALF OF THE CONSULTANT:** .....

**DATE:** .....

**DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND  
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MUNICIPALITY, NORTHERN CAPE**

**SCHEDULE 2**

**COMPULSORY ENTERPRISE QUESTIONNAIRE**

The following particulars must be furnished. In the case of a Joint Venture, separate questionnaires in respect of each partner must be completed and submitted.

**SECTION 1:**

Name of Enterprise: .....

Address of Enterprise: .....

.....

.....

**SECTION 2:**

VAT Registration Number, if any: .....

**SECTION 3:**

Particulars of Sole Proprietors and Partners in partnerships:

NAME*	IDENTITY NUMBER *	PERSONAL INCOME TAX NUMBER*

\* Complete only if Sole Proprietors or Partnership and attach separate page if more than 5 (five) partners.

**SECTION 4: Particulars of Companies and Close Corporations:**

Company Registration Number: .....

Close Corporation Number: .....

Tax Reference Number: .....

**SECTION 5: Record of service of the State:**

Indicate by marking the relevant boxes with a cross, if any Sole Proprietor, partner in partnership or Director,

Manager, Principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 (twelve) months in the service of any of the following:

- ☐ A member of any Municipal Council;
- ☐ A member of any Provincial Legislature;
- ☐ A member of the National Assembly or the National Council for Provinces;
- ☐ A member of the Board of Directors of any Municipal entity;
- ☐ An official of any Municipality or Municipal entity;
- ☐ An employee of any Provincial Department, National or Provincial public entity or Constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999);
- ☐ A member of the accounting authority of any National or Provincial public entity; or
- ☐ An employee of Parliament or a provincial legislature.

If any of the above boxes are marked, disclose the following:

Name of Sole Proprietor, Partner, Director, Manager, Principal shareholder or Stakeholder	Identity Number	Name of Institution, Public Office, Board or Organ of State and position held	Status of service (tick appropriate column)	
			Current	Within last 12 months

\* Insert separate page if necessary.

**SECTION 6: Record of spouses, children and parents in the service of the State:**

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a Sole Proprietor, Partner in a partnership or Director, Manager, Principal shareholder or Stakeholder in a company or close corporation is currently or has been within the last 12 (twelve) months been in the service of any of the following:

- ☐ A member of any Municipal Council;
- ☐ A member of any Provincial Legislature;
- ☐ A member of the National Assembly or the National Council for Provinces;
- ☐ A member of the Board of Directors of any Municipal entity;
- ☐ An official of any Municipality or Municipal entity;
- ☐ An employee of any Provincial Department, National or Provincial public entity or Constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999);
- ☐ A member of the accounting authority of any National or Provincial public entity; or
- ☐ An employee of Parliament or a provincial legislature.

Name of Sole Proprietor, Partner, Director, Manager, Principal shareholder or Stakeholder	Identity Number	Name of Institution, Public Office, Board or Organ of State and position held	Status of service (tick appropriate column)	
			Current	Within last 12 months

\* **Insert** separate page if necessary.

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the enterprise:

- i) Authorizes the Employer to obtain a Tax Clearance Certificate from the South African Revenue Service that my/our tax matters are in order;
- ii) Confirms that neither the name of the enterprise or the name of any Partner, Manager, Director or other person, who, wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulter established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) Confirms that no Partner, Member, Director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last 5 (five) years been convicted of fraud or corruption;
- iv) Confirms that I/we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the Tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- v) Confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

**SIGNED ON BEHALF OF THE TENDERER:** .....

**DATE:** .....

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

**TENDER NO. NC/19/2022**

**APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT  
TOWNSHIP ESTABLISHMENT ON PORTION 12 OF THE FARM  
PENSFONTEIN NO 449, TSANTSANBANE LOCAL  
MUNICIPALITY, NORTHERN CAPE**

**SCHEDULE 3**

**CERTIFICATE OF INDEPENDENT TENDER DETERMINATION**

**I, the undersigned, in submitting this tender for  
TENDER NO. NC/19/2022 in response to the invitation to tender made by the DEPARTMENT OF CO-  
OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND TRADITIONAL AFFAIRS OF THE  
NORTHERN CAPE, do hereby make the following statements that I certify to be true and complete  
in every respect:**

I certify, on behalf of (Name of Tenderer) ..... that

1. I have read and understand the contents of this Certificate;
2. I understand that this tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorised by the Tenderer to sign this Certificate, and to submit this tender on behalf of the Tenderer;
4. Each person whose signature appears on this tender has been authorised by the Tenderer to determine terms of, and to sign, the tender on behalf of the Tenderer;
5. For the purposes of this Certificate and this tender, I understand that the word “competitor” shall include any individual or organization, other than the Tenderer whether or not affiliated with the Tenderer;
  - (a) has been requested to submit a tender in response to this invitation to tender;
  - (b) could potentially submit a tender in response to this invitation to tender, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the Tenderer and/or is in the same line of business as the Tenderer;
6. The Tenderer has arrived at this tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communicating between partners in a Joint Venture or Consortium<sup>1</sup> will not be construed as collusive tendering;
7. In particular, without limiting the generality of Paragraph 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation);
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit a tender;
  - (e) the submission of a tender which does not meet the specifications and conditions of the tender; or
  - (f) tendering with the intention not to win the tender.

<sup>1</sup> Joint Venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this invitation to tender relates.
9. The terms of this tender have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders 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 1989 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 10 (ten) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or another applicable legislation.

.....  
**SIGNATURE**

.....  
**DATE**

.....  
**POSITION**

.....  
**NAME OF TENDERER**

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

**TENDER NO. NC/19/2022**

**APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT  
TOWNSHIP ESTABLISHMENT ON PORTION 12 OF THE FARM  
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MUNICIPALITY, NORTHERN CAPE**

**SCHEDULE 4**

**CERTIFICATE OF AUTHORITY FOR JOINT VENTURES**

This returnable schedule is to be completed by Joint Ventures.

YES    NO    (PLEASE INDICATE IF THIS IS A JV OR NOT. IF YES, FILL IN THE DETAILS BELOW.  
ALSO ATTACH A SIGNED COPY OF AGREEMENT BETWEEN PARTIES)

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize

Mr/Mrs ....., authorised signatory of the

Company, Close Corporation or Partnership .....  
acting in the capacity of Lead Partner, to sign all documents in connection with the tender offer and any  
contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead Partner:		Signature: ..... Name: ..... Designation: .....
		Signature: ..... Name: ..... Designation: .....
		Signature: ..... Name: ..... Designation: .....

**Note:** A copy of the Joint Venture Agreement shall be appended to this Schedule.

**SIGNED ON BEHALF OF THE TENDERER:** .....

**DATE:** .....

**DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND  
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**TENDER NO. NC/19/2022**

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TOWNSHIP ESTABLISHMENT ON PORTION 12 OF THE FARM  
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MUNICIPALITY, NORTHERN CAPE  
KIMBERLEY NORTHERN CAPE**

**SCHEDULE 5**

**DECLARATION IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT  
(No. 29 of 1999)**

ITEM	QUESTION	YES	NO
1.1	Is the Tenderer or any of its Directors listed on the National Treasury's database as a company or person prohibited from doing business with the Public Sector? <b>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied)</b>		
1.1.1	If so, furnish particulars:		
1.2	Is the Tenderer or any of its Directors listed on the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combatting of Corrupt Activities Act (No. 12 of 2004)? <b>(To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to Facsimile Number 012-326 5445).</b>		
1.2.1	If so, furnish particulars:		
1.3	Was the Tenderer or any of its Directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past 5 (five) years?		
1.3.1	If so, furnish particulars:		
1.4	Does the Tenderer or any of its Directors owe any Municipal rates and taxes or Municipal charges to the Municipality/Municipal entity, or to any other Municipality/Municipal entity, that is in arrears for more than 3 (three) months?		
1.4.1	If so, furnish particulars:		
1.5	Was any contract between the Tenderer and the Department / entity or any other Organ of State terminated during the past 5 (five) years on account of failure to perform on or comply with the contract?		
1.5.1	If so, furnish particulars:		

**CERTIFICATION:**

**I, THE UNDERSIGNED .....**  
(Full Name)

**CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

.....  
**SIGNATURE**

.....  
**DATE**

.....  
**POSITION**

.....  
**NAME OF TENDERER**

**\* Where the entity tendering is a Joint Venture, each party to the Joint Venture must sign a declaration in terms of the Public Finance Management Act and attach it to this Schedule.**

**DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND  
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MUNICIPALITY, NORTHERN CAPE**

**SCHEDULE 6**

**SCHEDULE OF WORK EXPERIENCE**

The Tenderer shall insert in the spaces provided below a list of similar completed contracts awarded to him and those currently being undertaken.

<b>EMPLOYER (NAME, TEL. NO. AND FAX NO.)</b>	<b>PRINCIPAL AGENT (NAME, TEL. NO. AND FAX NO.)</b>	<b>NATURE OF WORK</b>	<b>VALUE OF WORK R (m)</b>	<b>COMPLETION DATE</b>
<b>COMPLETED PROJECTS (attach additional pages if needed. Maximum of 5 contracts not older than 5 years)</b>				
<b>CURRENT PROJECTS (attach additional pages if needed.)</b>				

**Number of sheets appended by the Tenderer to this Schedule: ..... (If nil, enter NIL)**

**SIGNED ON BEHALF OF THE TENDERER: .....**

**DATE: .....**

**DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND  
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**SCHEDULE 7**

**PROPOSED AMENDMENTS AND QUALIFICATIONS BY TENDERER**

The Tenderer should record any proposed deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a Tenderer may state such proposed deviations and qualifications in a covering letter attached to his tender and reference such letter in this Schedule.

The Tenderer's attention is drawn to Clause F.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the employer's handling of material deviations and qualifications.

If no deviations or modifications are desired, the Schedule hereunder is to be marked **NIL** and signed by the Tenderer.

<b>PAGE</b>	<b>CLAUSE OR ITEM</b>	<b>PROPOSAL</b>

**Number of sheets, appended by the Tenderer to this Schedule: ..... (If nil, enter NIL)**

**SIGNED ON BEHALF OF THE TENDERER: .....**

**DATE: .....**

**DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND  
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MUNICIPALITY, NORTHERN CAPE**

**SCHEDULE 8**

**PRICING SCHEDULE**

(Attach Proof)

**SIGNED ON BEHALF OF THE TENDERER: .....**

**DATE: .....**

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**SCHEDULE 9**

**DETAIL OF THE PROPOSAL BY THE TENDERER**

The proposal must be done for Professional Services.

The proposal is to be done in such a manner as to allow the department to evaluate the specific criteria provided by the tenderer.

**DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND  
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**SCHEDULE 10**

**AUDITED FINANCIAL STATEMENTS FOR THE PAST 3 FINANCIAL YEARS TO BE  
ATTACHED TO THIS PAGE**

**DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND  
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MUNICIPALITY, NORTHERN CAPE**

**SCHEDULE 11  
RECORD OF ADDENDA TO TENDER DOCUMENTS**

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:		
	<b>DATE</b>	<b>TITLE OR DETAILS</b>
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

Attach additional pages if more space is required.

.....  
**SIGNATURE**

.....  
**DATE**

.....  
**POSITION**

.....  
**NAME OF TENDERER**

**DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND  
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**NCP SCHEDULES**

**LIST OF NCP FORMS**

1. NCP 1
2. NCP 4
3. NCP 7.1

## INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF COGHSTA

**TENDER NO.: NC/19/2022 CLOSING DATE: FRIDAY, 03 MARCH 2023 CLOSING TIME:11H00**

**DESCRIPTION: BIDS ARE INVITED BY THE DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND TRADITIONAL AFFAIRS OF THE NORTHERN CAPE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT TOWNSHIP ESTABLISHMENT ON PORTION 12 OF THE FARM PENSFONTEIN NO 449, TSANTSANBANE LOCAL MUNICIPALITY, NORTHERN CAPE**

**The successful Bidder will be required to fill in and sign a written contract Form (NCP 7)**

BID DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT:  
**LARRY MOLEKO LOUW BUILDING**

**9 CECIL SUSSMAN ROAD**

**KIMBERLEY 8301**

**A COMPULSORY BRIEFING SESSION WILL BE HELD ON 14 FEBRUARY 2023 AT 08h00 AT THE MAIN BOARDROOM, COGHSTA PROVINCIAL OFFICES, 9 CECIL SUSSMAN ROAD, KIMBERLEY**

**Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.**

The bid box is generally open 24 (twenty-four) hours a day, 7 (seven) days a week.

**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS (NOT TO BE RE-TYPED)  
THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND  
THE Preferential Procurement Regulations, 2022 (Government Gazette No. 2721), THE GENERAL  
CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF  
CONTRACT**

### THE FOLLOWING PARTICULARS MUST BE FURNISHED.

NAME OF BIDDER: .....

POSTAL ADDRESS: .....

STREET ADDRESS: .....

TELEPHONE NUMBER: .....

CELLPHONE NUMBER: .....

FACIMILE NUMBER: .....

E-MAIL ADDRESS: .....

VAT REGISTRATION NUMBER: .....

NCP 1

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS / SERVICES / WORKS OFFERED?

**YES NO**

IF YES, ENCLOSE PROOF

.....  
**SIGNATURE OF BIDDER**

.....  
**DATE**

.....  
**CAPACITY UNDER WHICH THIS BID IS SIGNED**

.....  
**TOTAL BID PRICE**

.....  
**TOTAL NUMBER OF ITEMS OFFERED**

---

**ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:**

**Contact Person:** KAREL VISAGIE of CoGHSTA, Tel: (053) 807-9723, e-mail: [KVISAGIE@NCPG.GOV.ZA](mailto:KVISAGIE@NCPG.GOV.ZA)

**ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:**

**Contact Person:** MR. M. MARINDILI of CoGHSTA, Tel: 053-830 9515, e-mail: [MMARINDILI@NCPG.GOV.ZA](mailto:MMARINDILI@NCPG.GOV.ZA)

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....  
 .....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person

---

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

having a controlling interest in the enterprise have any interest in any other related enterprise whether

or not they are bidding for this contract?

**YES/NO**

2.3.1 If so, furnish particulars:

.....  
.....

### 3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

---

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

**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**

## **CONTRACT FORM – PURCHASE OF GOODS / WORKS**

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

### **PART 1 (TO BE COMPLETED BY THE BIDDER)**

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution) ..... in accordance with the requirements and 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 time of 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;
    - Tax Clearance Certificate
    - Pricing Schedule(s);
    - Technical Specification(s);
    - Specific goals in terms of the Preferential Procurement Regulations, 2022 (Government Gazette No. 2721);
    - Declaration of interest;
    - Declaration of Bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - 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 tendered Remeasurable quoted cover all the goods and/or works specified in the bidding documents; that the tendered Remeasurable cover all my obligations and I accept that any mistakes regarding the tendered Remeasurable 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 fulfilment 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 – PURCHASE OF GOODS / WORKS

### PART 2 (TO BE COMPLETED BY THE PURCHASER)

1. I, ..... in my capacity as .....  
accept your bid under Reference Number ..... dated .....  
for the supply of goods / works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED), EXCL 14% VAT	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED AT ..... ON .....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

--

WITNESSES

1. ....

2. ....

DATE: .....

# **THE CONTRACT**

# **AGREEMENT AND CONTRACT DATA**

## **3.1 Form of Offer and Acceptance**

## **3.2 Contract Data**

***C 1.1:***  
***FORM OF OFFER AND***  
***ACCEPTANCE***  
***(AGREEMENT)***

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

**TENDER NO. NC/19/2022**

**APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT  
TOWNSHIP ESTABLISHMENT ON PORTION 12 OF THE FARM  
PENSFONTEIN NO 449, TSANTSANBANE LOCAL  
MUNICIPALITY, NORTHERN CAPE**

**FORM OF OFFER AND ACCEPTANCE**

**(AGREEMENT)**

**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/19/2022: APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT TOWNSHIP  
ESTABLISHMENT ON PORTION 12 OF THE FARM PENSFONTEIN NO 449, TSANTSANBANE LOCAL  
MUNICIPALITY, NORTHERN CAPE**

The Tenderer, identified in the Offer signature block below, 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 TENDERED RE-MEASUREABLE CONTRACT EXCLUSIVE OF VALUE**

**ADDED TAX IS:**

R..... (in figures);

.....

..... (in words).

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.



**Signature(s)** .....

**Name(s)** .....

**Capacity** .....

**For the  
Tenderer** .....

**(Name and address of Organisation/Tenderer)**

**Name & signature**

**of Witness** ..... **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 C 1: Agreement and Contract Data, which includes this agreement

Part C 2: Pricing Data (Tendered Re-Measurable)

Part C 3: Scope of Work

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C 3 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 2 (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 at, 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 1 (one) fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor) within 5 (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.

**Signature(s)** .....

**Name(s)** .....

**Capacity** .....

**For the  
Employer**

DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND  
TRADITIONAL AFFAIRS OF THE NORTHERN CAPE  
PRIVATE BAG X5005  
KIMBERLEY, 8300

**Name & signature**

**of Witness** ..... **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 .....

5. **Subject** .....

Details .....

6. **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.



## AGREEMENT

The Employer identified below has accepted a Tender Offer by the Company for the rendering of consulting services, completion and remedying of defects of the specified Works. Acceptance of the Supplier's Offer shall form an agreement between the Employer and the Consulting Agent upon the terms and conditions contained in the Agreement and in the Contract that is the subject of the Agreement.

### THIS AGREEMENT WITNESSES THAT:

1. The following documents shall be deemed to form and be read and construed as part of this Agreement:
  - (a) Form of Offer and Acceptance, including Schedule of Deviations
  - (b) Addenda, Schedules
  - (c) Contract Data
  - (d) Tendered (Re-Measurable)
  - (e) Scope of Work (Specifications, drawings)
  - (f) Annexures (as applicable)
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor covenants with the Employer to execute and complete the Works and remedy any defects therein, in conformity with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works and the remedying of defects therein, the tendered Contract at intervals predetermined in the service level agreement and in the manner prescribed by the Contract.

### FOR THE CONTRACTOR (SUCCESSFUL TENDERER):

Signature(s) .....

Name(s) .....

Capacity .....

For the Contractor .....  
(Name and address of organisation)

Name & signature  
of Witness .....  
Date .....

### FOR THE EMPLOYER:

Signature(s) .....

Name(s) .....

Capacity .....

For the DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND  
Employer TRADITIONAL AFFAIRS OF THE NORTHERN CAPE  
PRIVATE BAG X5005  
KIMBERLEY, 8300

Name & signature  
of Witness .....



### 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 (SUCCESSFUL TENDERER):

**Signature(s)** .....

**Name(s)** .....

**Capacity** .....

**For the Contractor** .....  
(Name and address of organisation)

**Name & signature of Witness** ..... **Date** .....



**COGHSTA**

Co-operative Governance  
Human Settlement & Traditional Affairs

# ***CONTRACT DATA***



**COGHSTA**

Co-operative Governance  
Human Settlement & Traditional Affairs

# **PART 1: DATA PROVIDED BY THE EMPLOYER**

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

**TENDER NO. NC/19/2022**

**APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT  
TOWNSHIP ESTABLISHMENT ON PORTION 12 OF THE FARM  
PENSFONTEIN NO 449, TSANTSANBANE LOCAL  
MUNICIPALITY, NORTHERN CAPE**

**CONTRACT DATA**

**PART 1: DATA PROVIDED BY THE EMPLOYER**

**CONDITIONS OF CONTRACT**

**CONTRACT SPECIFIC DATA**

**Compulsory Data**

The name of the Employer is COGHSTA.

The name of the Employer's Agent is MR. M. MARINDILI, Acting Director, CoGHSTA

The Pricing Strategy is a Re-Measureable Contract.

The address of the Employer is:

Physical address: LARRY MOLEKO LOUW BUILDING  
9 CECIL SUSSMAN ROAD  
KIMBERLEY  
8301

Postal Address: PRIVATE BAG X5005  
KIMBERLEY  
8300

E-mail address: bslenkoe@ncpg.gov.za

The address of the Employer's Agent is:

Physical address: LARRY MOLEKO LOUW BUILDING  
9 CECIL SUSSMAN ROAD  
KIMBERLEY  
8301

Postal address: PRIVATE BAG X5005  
KIMBERLEY, 8300

E-mail address: [MMARINDILI@NCPG.GOV.ZA](mailto:MMARINDILI@NCPG.GOV.ZA)

The language of the Contract and of written communication shall be English as determined by the Employer and the Employer's Agent at the onset of the Contract.

The Employer's Agent shall retain copyright and property rights on his documentation, etc.

The Employer's Agent is required to obtain the specific approval of the Employer before executing any of the following functions or duties:

1. Nominating the Employer's Agent's Representative
2. Delegation of Employer's Agent's authority

**Details to be confidential**

The bidder shall treat the details of the work comprised in this Contract as private and confidential (save in so far as may be necessary for the purposes hereof) and shall not publish or disclose the same or any particulars thereof in any trade or technical paper elsewhere without prior written consent from the Department.



# **PART 2: DATA PROVIDED BY THE TENDERER**



## **PART 2: DATA PROVIDED BY THE TENDERER**

### **Clause 1.1.1.9:**

The name of the Tenderer is .....

### **Clause 1.2.1.2:**

The address of the Tenderer is:

*Physical address:*

.....  
.....  
.....

*Postal address:* .....

*E-mail address:* .....

*Fax number:* .....

*Contact person:* .....

*Cell No.:* .....

**SIGNED ON BEHALF OF THE TENDERER** .....

**DATE:** .....



**DEPARTMENT OF COOPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND  
TRADITIONAL AFFAIRS (COGHSTA) NORTHERN CAPE**

**TENDER : NC/19/2022**

**APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT TOWNSHIP  
ESTABLISHMENT ON PORTION 12 OF THE FARM PENSFONTEIN NO 449,  
TSANTSANBANE LOCAL MUNICIPALITY, NORTHERN CAPEKIMBERLEY**

**FEBRUARY 2023**

EMPLOYER:

THE HEAD OF DEPARTMENT  
DEPARTMENT OF COOPERATIVE GOVERNANCE,  
HUMAN SETTLEMENTS AND TRADITIONAL AFFAIRS  
PRIVATE BAG X5005  
KIMBERLEY  
8300

**TENDERER** : \_\_\_\_\_

**CSD Nr** : \_\_\_\_\_ **TCS PIN** : \_\_\_\_\_

**1. TENDER**

**The Northern Cape Department of Co-Operative Governance, Human Settlements & Traditional Affairs (hereinafter referred to as CoGHSTA); APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT TOWNSHIP ESTABLISHMENT ON PORTION 12 OF THE FARM PENSFONTEIN NO 449, TSANTSANBANE LOCAL MUNICIPALITY, NORTHERN CAPE**

**1.1.**

A COMPULSORY briefing session will be held on Tuesday, 14 February 2023 at 08h00 at the main boardroom, 9 Cecil Sussman Road, Kimberley.

**1.2.**

No compulsory site inspection(s) will be held. However, the following should be noted: Service Providers are required to satisfy themselves with the project location and those submitting proposal will be deemed to have done so.



# TERMS OF REFERENCE



**DEPARTMENT OF COOPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND TRADITIONAL AFFAIRS  
(COGHSTA) NORTHERN CAPE**

**BID NO: COGHSTA NC/19/2022**

**APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT TOWNSHIP ESTABLISHMENT ON PORTION 12 OF  
THE FARM PENSFONTEIN NO 449, TSANTSANBANE LOCAL MUNICIPALITY, NORTHERN CAPE**

**FEBRUARY 2023**

**EMPLOYER:**

**THE HEAD OF DEPARTMENT  
DEPARTMENT OF COOPERATIVE GOVERNANCE,  
HUMAN SETTLEMENTS AND TRADITIONAL AFFAIRS  
PRIVATE BAG X5005  
KIMBERLEY  
8300**



## 2. TENDER

2.1. The Northern Cape Department of Co-Operative Governance, Human Settlements & Traditional Affairs (herein after referred to as CoGHSTA); hereby requests Bids from experienced service providers (Town Planners) to conduct township establishment on portion 12 of the farm Pensfontein no 449, Tsantsabane Local Municipality, ZF Mgcawu District, Northern Cape.

2.2. A **compulsory** briefing meeting will be held on Tuesday, 14 February 2023 at 08h00 at the **Main Boardroom CoGHSTA HEAD OFFICE, LARRY MOLEKO LAUW BUILDING, 9 CECIL SUSSMAN ROAD, KIMBERLEY.**

2.3. No compulsory site inspection(s) will be held. However, the following should be noted: Service Providers are required to satisfy themselves with the project location and those submitting proposal will be deemed to have done so.

## 3. TERMS OF REFERENCE

### 3.1. Introduction

The underlying purpose is to invite prospective bidders to conduct township establishment on portion 12 of the farm Pensfontein no 449, Tsantsabane Local Municipality, Northern Cape; in terms of the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000).

### 3.2. Background

The acquisition of land was crucial for the purpose of development of human settlement which is aligned with the mandates vested on the department (CoGHSTA) which are to increase access to housing and basic service delivery throughout the Northern Cape province. As a result, a thorough land development and planning process is required for the realisation of this objective. The identified property is located in Postmansburg, Pens Fontein no 449.

### 3.3. Purpose

The purpose of this bid document is to invite qualified and registered town planning consultants to submit bid for the township establishment on portion 12 of the farm Pensfontein no 449, Tsantsabane Local Municipality. The subject property (portion 12 Pensfontein no 449) measures 45.96 ha which can approximately yield 1000 mixed development units.

### 3.4. Policy/Legislative Framework

It is expected that successful service providers will be well versed with the following relevant acts and policies in undertaking their respective activities:

- The Public Finance Management Act;
- The Municipal Finance Management Act;
- The Preferential Procurement Policy Framework Act;

- The Tsantsabane Integrated Development Plan;
- The Tsantsabane Land Use Management Scheme, 2015
- The Tsantsabane Development Framework, 2018
- National Environmental Management Act (Act 107 of 1998);
- Spatial Planning and Land Use Management Act (Act 16 of 2013);
- The National Housing Policy;
- National Housing Department Fee Structure for benchmarking;

### 3.5. Description of the project area

#### 3.5.1. Location and Cadastral Description

The proposed property is located within the jurisdiction of the Tsantsabane local Municipality, (Northern Cape). Portion 12 of Pensfontein is situated on the outskirts of Postmasburg town and can be accessible through Plein street that connects to the regional route R325. The geographical coordinates and locality map are indicated hereunder:

Geographical Coordinates are as follows:

-28, 30 89 43

23, 06 75 50

Figure 1: Locality Map, Pensfontein





The property description is summarized on the table hereunder:

**TABLE 1: PROPERTY DESCRIPTION**

Farm	EXTENT	ZONING	OWNERSHIP
Portion 12, NO 449	45.96 hectares	Agriculture I	Tsantsabane Local Municipality

#### **Project team personnel involved on the project**

- Professional registered Town Planner with SACPLAN (Project Team Leader)
- Professional registered Land Surveyor SAGC/PLATO
- Professional registered Geologist SACNASP
- Professional registered GIS with SAGC/PLATO Registration
- Professional registered Environmentalist SACNASP Registration
- Professional Engineer with ECSA Registration

### **3.6. Initiation Phase**

As part of the Township establishment process a contextual analysis of the area within its regional and local context is required. Investigations on the sites in question should include the following:

- Data Collection
- Land investigation
- Steering Committee establishment and secretariat function and any other related matters
- Community Participation
- Clarity on other Legislation to be used
- Define Planning Parameters
- Base Map preparation
- Small Scale Diagram preparation

The preferred bidder must be part of the Project Steering Committee (PSC) which will meet monthly for progress reporting purposes and further clarifying of roles and responsibilities related thereto.

### **3.7. Planning Phase**

#### **a) Surveying**

With regards to survey investigations on the site in question, the following should be included:

- A detailed topographical survey is required
- Topographical features necessary for detailed spatial planning and civil engineering (0.5m contour intervals).
- Identified limited services networks on and surrounding the area to be developed.
- The development area in terms of underlying cadastral boundaries which should provide the design engineer with a detailed digital terrain model.
- All topographical features that may have a bearing on the development.
- Any restrictive servitude registered on the property
- Outside Figure Survey
- Preliminary Calculations
- Fieldwork



- Prepare a General Plan in accordance with the approved Layout plan and submit to the surveyor general for approval;
- Peg the area according to the prepared general plan and whitewash the beacons;

Sites must be pegged as soon as the layout plans are approved. The diagrams should be submitted to the Surveyor General for approval.

## **b) Technical investigations:**

### **i) Environmental Impact Assessment (EIA)**

A comprehensive Environmental Impact Assessment study is necessary in order to determine the area suitability and impact that the proposed development may have on the environment. The EIA study must be submitted to the Department of Agricultural Environmental Affairs, Rural development and Land Reform which will grant an Environmental Authorization (ROD). The appointed bidder will be required to conduct all specialist studies required while conducting Environmental Impact Assessment study e.g. ecological study, heritage study but not limited to the above mentioned.

- Register project with competent authority.
- Prepare Plan of Study for EIA.
- Investigate possibilities for EIA Exemption.
- Identify Interested & Affected Parties.
- Identify possible negative impacts.
- Conduct Focus Group Meetings and Public Meeting to record issues and concerns.
- Prepare and submit Scoping, Environmental Impact Assessment Report and Environmental Management Programme to relevant authorities for comments.
- Advertise the availability of the Environmental Scoping and IER Report to public.
- Conduct Open Day Public Meetings to gather issues and concerns.
- Respond to issues and concerns raised.
- Advertise the decision of the competent authority on the EIA.
- Obtain Environmental Authorization from Department of Agricultural Environmental Affairs, Rural development and Land Reform.
- Submissions (EIA Reports and EA/ROD) should be in the form of both hard and electronic versions.

### **ii) Bulk Services**

Bulk infrastructure investigations requirements:

- A bulk services report must be prepared which will indicate the impact of the development on the existing infrastructure. The Bulk Services Study must cover the impact of the development on the existing infrastructure source & capacity of, the current demand, the future demand which includes the projected growth plus the effect of the planned development as well as the possible upgrading required in order to accommodate the planned development.
- The scope of work must focus on water reservoirs, sewer treatment plants/ponds etc. storm water, electricity and access roads.
- The study must also take into consideration the development plans contained in the 5 year IDP as well as other development plans by the respective sector departments or state entities.
- The service provider required to consult all relevant stakeholders and conduct inspections to ensure that all background information is gathered and a report is prepared.



iii) **Traffic impact assessment**

- It is required for a Traffic Engineer to conduct an on-site traffic count and prepare traffic impact assessment report such as: Trip generation; trip distribution; intersections; etc.
- The traffic impact assessment must cover the capacity of existing road networks, the current demand, the future demand which includes the projected growth plus the effect of the planned development as well as the possible upgrading required in order to accommodate the planned development.

iv) **Flood line assessment**

It is required of the engineer to conduct flood line assessment (i.e. 1:100 year Flood line) and indicate on base map as well as providing a report.

v) **Geotechnical Investigation**

The Geotechnical Investigation must be conducted in accordance with **SANS 634 (Geotechnical Investigation for Housing Developments)** and any other applicable specifications, standards, regulations & laws. It must also be led by and certified/signed off by a person meeting the requirements of a **Competent Person** as defined in **SANS 634** where suitable geotechnical site investigations experience referred to shall be an experience of more than 1200 hours per annum in Geotechnical Site Investigations on partially saturated soils in Southern Africa over the past 6 years.

Samples must be tested at a **civil engineering materials testing laboratory accredited by the South African National Accreditation System** and the laboratory's accreditation must still be active. Therefore, the laboratory which will be used to test the samples must be indicated in the bid for verification of the accreditation at the time of evaluation.

Requirements:

- Evaluation of the geology and hydrogeology of the site.
- Examination of existing geotechnical information pertaining to site.
- Excavation or boring in soil or rock.
- In-situ assessment of geotechnical properties of material
- Recovery of samples of soil or rocks for examination, identification, recording, testing or display.
- Testing of soil or rock samples to quantify properties relevant to the purpose of the investigation.
- Evaluation of geotechnical properties of tested soils.
- Reporting of the results.
- Assess underground conditions and recommended foundations.
- Establish areas of geotechnical constraints.
- Provide geotechnical information for design and construction of platforms.
- Present geotechnical report, with recommendations.
- The report must be reviewed and approved by the NHBRC.
- Submissions should be in the form of both hard and electronic versions.

c) **Detail Town Planning**

Town Planning Requirements

- Conducting public participation meetings



- Land investigation
- Consolidation of technical investigation reports
- Traditional Authority Input and community resolutions.
- Preparation of the layout plan.
- The layout plan must indicate:
  - ✓ The dimensions of all Erven and streets in meters.
  - ✓ The layout plan must have a scale, north-south point and must also include the locality plan.
  - ✓ The layout plan should demarcate areas picked up during the survey that are not developable e.g. rivers, servitudes and others.
  - ✓ In addition to showing measurements of all different land uses in metres, the distribution of respective land uses must also be shown in percentages.
  - ✓ The layout plan must enhance and promote public transportation.
  - ✓ The layout plan must take cognisance of the design guidelines for integrated sustainable settlements.
  - ✓ The lay out plan must promote social integration.
  - ✓ The layout plan should not be presented in isolation to existing adjacent land uses and must form a harmonious continuous link with the existing land uses.
  - ✓ Land Claims Investigations
  - ✓ Mineral Rights Situation
  - ✓ The layout plan should be based on a contour map of 0.5m interval.
  - ✓ The layout must make provision for different housing types as proposed in the Spatial Development Perspective.
  - ✓ The layout plan must make provision for public facilities in accordance with planning standards.
  - ✓ The layout plan must take into consideration the social, economic and cultural aspects of the potential residents.
  - ✓ The layout plan should be certified by following professionals:
    - Professional town planner
    - Professional geologist
    - Professional land surveyor
    - Professional engineer

### **3.8. Statutory Township Establishment Phase**

- Preparation of Township Establishment Application
- Advertisement of the township establishment
- Submission of application to municipality and external departments for approval
- Preparation of condition of establishment
- Approval of Township Establishment Municipal Planning Tribunals.
- Preparation of General Plan (GP)
- Submit GP to Surveyor General
- Initial Examination of GP
- Advise Amendments/Corrections
- Final Examination of GP
- Approval Advice for GP
- Approval of General Plan and Pegging

## **4. DELIVERABLES**

The preferred bidder must after the completion of the project must be able to hand over the following:

- Land use application approval
- Certificate of registered title for the township



- Approved SG diagrams and approved General Plan:
  - ✓ Small scale diagram indicating boundaries of the proposed area.
  - ✓ Reduced size (A3) copies of the approved General plan.
  - ✓ A sepia copy (A0) of the approved General plan.
  - ✓ A DXF file of a General Plan/s on the CD (Compact Disk).
- NHBRC Approved Geo-technical report
- Approved Bulk Service Report
- Approved engineering Report
- Approved base map indicating Flood line
- Detailed township establishment application.

Copies of projects documents and maps must be submitted to CoGHSTA and should be on soft copy and hard copy. 4x hard copies & 4x CDs.

***NOTE: Whatever data collected, or maps prepared will remain the resources of the Municipality and CoGHSTA.***

## 5. REPORTING REQUIREMENTS

The service provider is expected to furnish the Department and Municipality with monthly progress reports and ultimately the detailed feasibility report.

## 6. TIME FRAME AND IMPLEMENTATION

It is envisaged that the project will start in the 2023/24 financial year and be completed in 12 months at maximum after date of appointment. The consultant is to indicate the intended timeframe for each phase of the project and the envisaged milestones by a way of a detailed Gantt chart.

The appointed service provider will be required to attend compulsory milestone (progress assessment) meetings with the project steering committees according to the set milestones. At this meetings service provider will provide the project steering committee with reports on the progress of the project as well as challenges encountered, if any. The progress reports must be submitted in both hard copy and electronic (where applicable) format.

## 7. FAILURE TO COMPLETE WORKS ON TIME

Failure to complete the works in time, will force the implementation of penalties as per the tender document.

## 8. KNOWLEDGE AND EXPERTISE

**The Developer must have a traceable record of success and timeous delivery of similar assignments of projects.**

The Developer must have the capacity to provide a core team that will be responsible for the day to day project management at all levels and will have to be maintained for the duration of the contract.

The core team should be in a position to demonstrate their understanding and knowledge and expertise on town planning and land development of projects of similar nature.



## 9. EVALUATION OF BIDS

Bids proposal will be evaluated in accordance with the 80/20 preference point system as contemplated in the CoGHSTA NC Specific Goals, and all bid offers received shall be evaluated based on the following criteria.

Functionality: **100**

Price: **80**

CoGHSTA NC Specific Goals: **20**

### 9.1. 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
Certified identity documents of company directors or shareholders		Yes
Authority to sign on behalf of bidder		Yes
Certificate or authority for Joint Ventures (where applicable)		Yes
Joint venture agreement for Joint Ventures (where applicable)		Yes
All NCP forms must be completed, signed and certified where applicable		Yes
CV & Certificate for a competent Person as defined in SANS 634 that will be responsible for geotechnical investigation.		Yes
Summary of verifiable previous projects and Reference letters with contact details on a company letter head and/or stamped		Yes



## 9.2. EVALUATION STAGE 1: FUNCTIONALITY

The following criteria will be used for evaluating all bids/ proposals for functionality and bidders are expected to obtain a minimum of 70 out of 100 points to proceed/qualify for further evaluation. Failure to obtain prescribed 70 points will automatically disqualify the bidder from proceeding to the next evaluation stage. Below is a table that shows how the 100 points of functionality will be allocated.

This tender will first be evaluated on functionality according to the following criteria: -

DESCRIPTION AND POINTS FOR THE FUNCTIONALITY CRITERIA		
NO.	DESCRIPTION OF SPECIFIC COMPETENCIES	POINTS
3.	<b>Qualification of project team leader involved on the project. Please attach copies of certificates and CVs.</b>	15
	<b>Professional Town Planner</b>	
	• Professional registered Town Planner with SACPLAN Registration with more than 5 years' experience post professional registration.	15
	• Professional registered Town Planner with SACPLAN Registration with 1-4 years' experience post professional registration.	10
4.	<b>Qualification of key project team personnel involved on the project. Please attach copies of certificates and CVs.</b>	50
	<b>Professional Land Surveyor</b>	
	• Professional Land Surveyor SAGC/PLATO Registration with more than 5 years' experience post professional registration.	10
	• Professional Land Surveyor SAGC/PLATO Registration with 1-4 years' experience post professional registration.	5
	<b>Professional Geologist</b>	
	• Professional Geologist SACNASP Registration with more than 5 years' experience post professional registration.	10
	• Professional Geologist SACNASP Registration with 1-4 years' experience post professional registration.	5
	<b>Professional GIS</b>	
	• Professional GIS with SAGC/PLATO Registration with more than 5 years' experience post professional registration.	10
	• Professional GIS with SAGC/PLATO Registration with 1-4 years' experience post professional registration.	5
	<b>Professional Environmentalist</b>	
	• Professional Environmentalist SACNASP/ EAPESA Registration with more than 5 years' experience post professional registration.	10
	• Professional Environmentalist SACNASP/ EAPESA Registration with 1-4 years' experience post professional registration.	5
	<b>Professional Engineer/Technologist</b>	
	• Professional Engineer Registration with ECSA with more than 5 years' experience post professional registration.	10
	• Professional Engineer Registration with ECSA with 1-4 years' experience post professional registration.	5
	• Professional Engineering Technologist Registration with ECSA with more than 5 years' experience post professional registration.	5
	• Professional Engineering Technologist Registration with ECSA with 1-4 years' experience post professional registration.	3
	• CV's without qualifications	0
<b>All bidders must submit CV's, Qualification / Registration Certificates with relevant bodies for the proposed professional teams to be deployed on the project. In the event that they outsource the service, they must also attach the same documentation and in all cases the relevant professionals must write a letter of consent with contact details for verification that they will be working on the project.</b>		
3.	<b>Proven track record on previous projects experience of a similar Scope (Physical verification of completed projects may be conducted by the department)</b>	20
	5. 15 and more similar projects completed	20
	6. 10 to 14 similar projects completed	15
	7. 5 to 9 similar projects completed	10
	8. 1 to 4 project completed	5
	<b>The bidder must submit all details of all projects with reference supplied for verification purposes</b>	
4.	<b>Project Execution Plan and Methodology</b>	15
	• Comprehensive- Work Programme, Delivery Schedule and Methodology	15
	• Moderate- Work Programme, Delivery Schedule and Methodology	5
	<b>You are required to give a detailed implementation plan which will reflect that you have clearly understood the complexity of the task at hand clearly giving the realistic time frames for each activity and the resources allocated to ensure that each activity is achieved within the stipulated time frames.</b>	
<b>TOTAL POINTS FOR FUNCTIONALITY</b>		<b>100</b>

### 9.3. 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

In terms of CoGHSTA NC Specific Goals, preference points must be awarded to a bidder in accordance with the table below:

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
<b>Maximum obtainable points</b>	<b>20</b>

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



## **10. PAYMENT PROCEDURE**

- The successful service provider will be paid for work undertaken based on key respective milestones
- Invoices will be submitted to the Project Manager who will sign off the deliverables and forward it further for processing.
- Valid invoice shall be paid within 30 working days.

## **11. PRICING INSTRUCTIONS**

- 11.1. Pricing Instructions means the criteria as set out below, read together with all parts of this Contract document, which will be assumed in the contract that the Tenderer has taken into account when developing his prices.
- 11.2. Arithmetical errors will be corrected by assuming the unit rate per stand as correct. The tendered Price will be corrected accordingly if there is an arithmetical error.
- 11.3. The services required are funded through the Human Settlement Development Grant which is zero rated for VAT (Value Added Tax) and as such no VAT is payable. CoGHSTA shall issue the successful Service Provider with a confirmation letter in this regard.
- 11.4. The bidders are required to complete extra over item rates which will be claimed or implemented as and when required.
- 11.5. The price quoted in the Calculation of Tender Sum shall be in Rand and whole cents. Fractions of a cent shall be discarded.

**PRICING SCHEDULE – FIRM PRICES  
(PURCHASES)**

**NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED**

- All bid price/s are predetermined by National Department of Human Settlements.

**IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT**

Name of bidder.....	Bid number.....
Closing Time 11:00	Closing date.....

OFFER TO BE VALID FOR...90.....DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
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<b>PLANNING STUDIES</b>		
1	Environmental Impact Assessment	R 637.14
2	Traffic impact study	R 124.88
3	Geotechnical Investigation	R 133.80
4	Urban Design	R 382.29
5	Land Survey	R 503.35
6	Detail Town Planning	R 469.19
7	Civil Services Report	R 2 875.00
8	Social Facilitation	R 403.20
9	Project Management	R 1918.44
<b>EXTRA OVER ITEMS</b>		<b>Rates</b>
10	Flood line Assessment *	<b>Rate Only-</b>
11	Water Use License *	<b>Rate Only</b>
12	Heritage Study *	<b>Rate Only</b>
13	Archeological Study *	<b>Rate Only</b>
14	Ecological Study *	<b>Rate Only</b>
15	Biodiversity Study *	<b>Rate Only</b>
16	Hydrological Study *	<b>Rate Only</b>
<b>TOTAL PER STAND</b>		<b>R 7 447.29</b>
<b>TOTAL PROJECT AMOUNT (1000 Erven x R 7 447.29)</b>		<b>R 7 447 290.00</b>
CONTINGENCIES 10%		R 744 729.00
<b>TOTAL PROJECT INCL CONTINGENCIES</b>		<b>R 8 192 019.00</b>

- Does the offer comply with the

- specification(s)? \*YES/NO
- If not to specification, indicate deviation(s) .....
- Period required for delivery (Contract Period) .....

**N.B\* Please provide a rate; failure to quote will result in the bid not to be further evaluated on 80/20**

**DECLARATION IN RESPECT OF COMPLETENESS OF TENDER:**

I/We, the undersigned, do hereby declare that these are the properly priced Calculation of Tender Sum.

	..... SIGNATURE(S) OF BIDDERS(S)
DATE	.....
ADDRESS	..... .....