

Tender Info

Tender month	JUNE 2023
Tender date:	30/06/2023
Tender Number	NC/10/2023
Title of Tender	APPOINTMENT OF A SERVICE PROVIDER FOR THE DOLOMITE STABILITY INVESTIGATION ON PORTION 12 OF FARM NO 449 PENSFONTEIN WITHIN TSANTSABANE LOCAL MUNICIPALITY, NORTHERN CAPE
Description	APPOINTMENT OF A SERVICE PROVIDER FOR THE DOLOMITE STABILITY INVESTIGATION ON PORTION 12 OF FARM NO 449 PENSFONTEIN WITHIN TSANTSABANE LOCAL MUNICIPALITY, NORTHERN CAPE
Employer	DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND TRADITIONAL AFFAIRS OF THE NORTHERN CAPE (COGHSTA)
Employer	COGHSTA
Employer email	bslenkoe@ncpg.gov.za
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
Employer's Agent: Name	MR. M. MARINDILI
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 9515
Fax:	(053) 831 4308
E-mail:	mmarindili@nccoghsta.onmicrosoft.com
Advert Date	FRIDAY, 30 JUNE 2023
Briefing Date	A COMPULSORY briefing session will be held on 7 JULY 2023 at 9 Cecil Sussman Road; Larry Moleko Louw Building; Kimberley; 8300. AT 08h00
Tender Documents available at	Tender E-Portal - http://www.etenders.gov.za and www.coghsta.ncpg.gov.za
Closure Date	21 JULY 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: kvisagie@nccoghsta.onmicrosoft.com
Technical Enquiries Contact Person	MR. M. MARINDILI of CoGHSTA, Tel: (053) 830-9515, e-mail: mmarindili@nccoghsta.onmicrosoft.com
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 NO : NC/10/2023

**APPOINTMENT OF A SERVICE PROVIDER FOR THE
DOLOMITE STABILITY INVESTIGATION ON PORTION 12 OF
FARM NO 449 PENSFONTEIN WITHIN TSANTSABANE LOCAL
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**DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND
TRADITIONAL AFFAIRS OF THE NORTHERN CAPE**

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PENSFONTEIN WITHIN TSANTSABANE LOCAL MUNICIPALITY,
NORTHERN CAPE**

CLOSING DATE: 21 JUNE 2023	CLOSING TIME: 11H00
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NAME OF BIDDER*

CONTACT PERSON*

ADDRESS*

.....

.....

.....

TEL NO*

FAX NO*

E-MAIL ADDRESS*

CSD*

B-BBEE LEVEL*

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

GENERAL TENDER INFORMATION:

TENDER ADVERTISED

FRIDAY, 30 JUNE 2023

COMPULSORY BRIEFING SESSION ON 7 JULY 2023 AT 08H00

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

CLOSING DATE

Friday, 21 JUNE 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

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NORTHERN CAPE**

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1.1: TENDER NOTICE AND INVITATION TO TENDER

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

COGHSTA HEREBY INVITES BIDDERS TO APPOINTMENT OF A SERVICE PROVIDER FOR THE DOLOMITE STABILITY INVESTIGATION ON PORTION 12 OF FARM NO 449 PENSFONTEIN WITHIN TSANTSABANE LOCAL MUNICIPALITY, NORTHERN CAPE

1. Only service providers that are CSD registered will be considered.

A COMPULSORY briefing session will be held on Friday, 7 JULY 2023 at 08h00 at the CoGHSTA Main Boardroom, 9 CECIL SUSSMAN ROAD KIMBERLEY

2. Tender documents are available at Tender E-Portal - <http://www.etenders.gov.za> and www.coghsta.ncpg.gov.za

3. Closing of Tender at 11H00 on Friday, 21 JULY 2023 at COGHSTA HEAD OFFICE, LARRY MOLEKO LOUW, 9 CECIL SUSSMAN ROAD, KIMBERLEY, 8301.

6. General enquiries relating to this bid should be addressed to KAREL VISAGIE of CoGHSTA, Tel: (053) 807-9723, e-mail: NCCOGHSTA.ONMICROSOFT.COM and technical enquiries to MR. M. MARINDILI of CoGHSTA, Tel: (053) 830 9515, e-mail: MMARINDILI@NCCOGHSTA.ONMICROSOFT.COM

7. 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:**

Items	Required expertise	Allocated points
1	Proven experience on Dolomite stability Investigation for Human Developments: 1-2 similar projects (10 points) 3-4 similar projects (20 points) 5 or more similar projects (30 points) (Points will awarded per reference letter of completed project)	30
2	Cv & qualification of the project team leader: Competent Person as defined in SANS 634 (attach certified copy) 1-2 years' experience (5 points)	20



	3-4 years' experience (10points) 5 or more years' experience (20 points) (Attach cv and Competent person certificate)	
4	Proof of civil engineering materials testing laboratory accredited by the South African National Accreditation System	5
5	Proof of ownership of percussion drill rig (Attach Proof of Drill Rig Natis Registration, Valid Drill Rig Licence Disc, Drill Rig Pictures and Insurance) (30 points) Hired percussion drill rig (Attach lease agreement with Proof of Drill Rig Natis Registration, Valid Drill Rig Licence Disc, Drill Rig Pictures and Insurance) (10 points)	30
6	Proof of minimum Professional Indemnity Insurance of R 5,000,000.00 (five million rands) with registered Insurance Company or Bank	5
7	Approach and methodology Exceptional (10) Very Good (8) Good (6) Fair (5) Poor (0)	10
TOTAL POINTS FOR FUNCTIONALITY		100

- 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
TRADITIONAL AFFAIRS OF THE NORTHERN CAPE

TENDER NR. NC/10/2023

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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 9
E-mail: MMARINDILI@NCCOGHSTA.ONMICROSOFT.COM
- 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/10/2023**
TITLE OF TENDER: **APPOINTMENT OF A SERVICE PROVIDER FOR THE DOLOMITE STABILITY INVESTIGATION ON PORTION 12 OF FARM NO 449 PENSFONTEIN WITHIN TSANTSABANE 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/10/2023 APPOINTMENT OF A SERVICE PROVIDER FOR THE DOLOMITE STABILITY INVESTIGATION ON PORTION 12 OF FARM NO 449 PENSFONTEIN WITHIN TSANTSABANE 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)

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 proof that 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), 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.

1.2.24 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 ^a	Option 2 ^a
1	Highest price or discount	$A = (1 + \frac{(P - P_m)}{P_m})$	$A = P / P_m$
2	Lowest price or percentage commission / fee	$A = (1 - \frac{(P - P_m)}{P_m})$	$A = P_m / P$

^a 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:

- is not under restrictions, or has principals who are under restrictions, preventing participating in the Employer's procurement,
- 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,
- 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:

NCP Schedules: NCP 1; NCP 4; NCP 6.1; 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/10/2023

**APPOINTMENT OF A SERVICE PROVIDER FOR THE
DOLOMITE STABILITY INVESTIGATION ON PORTION 12 OF
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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:

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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/10/2023

**APPOINTMENT OF A SERVICE PROVIDER FOR THE
DOLOMITE STABILITY INVESTIGATION ON PORTION 12 OF
FARM NO 449 PENSFONTEIN WITHIN TSANTSABANE LOCAL
MUNICIPALITY, NORTHERN CAPE**

SCHEDULE 3

CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

**I, the undersigned, in submitting this tender for
TENDER NO. NC/10/2023 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 Consortium¹ 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.

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

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/10/2023

**APPOINTMENT OF A SERVICE PROVIDER FOR THE
DOLOMITE STABILITY INVESTIGATION ON PORTION 12 OF
FARM NO 449 PENSFONTEIN WITHIN TSANTSABANE LOCAL
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
TRADITIONAL AFFAIRS OF THE NORTHERN CAPE**

TENDER NO. NC/10/2023

**APPOINTMENT OF A SERVICE PROVIDER FOR THE
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MUNICIPALITY, 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? (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)		
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)? (To access this Register enter the National Treasury's website, www.treasury.gov.za, 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).		
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
TRADITIONAL AFFAIRS OF THE NORTHERN CAPE**

TENDER NO. NC/10/2023

**APPOINTMENT OF A SERVICE PROVIDER FOR THE
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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.

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

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
TRADITIONAL AFFAIRS OF THE NORTHERN CAPE**

TENDER NO. NC/10/2023

**APPOINTMENT OF A SERVICE PROVIDER FOR THE
DOLOMITE STABILITY INVESTIGATION ON PORTION 12 OF
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MUNICIPALITY, NORTHERN CAPE**

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.

PAGE	CLAUSE OR ITEM	PROPOSAL

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
TRADITIONAL AFFAIRS OF THE NORTHERN CAPE**

TENDER NO. NC/10/2023

**APPOINTMENT OF A SERVICE PROVIDER FOR THE
DOLOMITE STABILITY INVESTIGATION ON PORTION 12 OF
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MUNICIPALITY, NORTHERN CAPE**

SCHEDULE 8

PRICING SCHEDULE

(Attach Proof)

SIGNED ON BEHALF OF THE TENDERER:

DATE:

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

TENDER NO. NC/10/2023

**APPOINTMENT OF A SERVICE PROVIDER FOR THE
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MUNICIPALITY, NORTHERN CAPE**

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
TRADITIONAL AFFAIRS OF THE NORTHERN CAPE**

TENDER NO. NC/10/2023

**APPOINTMENT OF A SERVICE PROVIDER FOR THE
DOLOMITE STABILITY INVESTIGATION ON PORTION 12 OF
FARM NO 449 PENSFONTEIN WITHIN TSANTSABANE LOCAL
MUNICIPALITY, NORTHERN CAPE**

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
TRADITIONAL AFFAIRS OF THE NORTHERN CAPE**

TENDER NO. NC/10/2023

**APPOINTMENT OF A SERVICE PROVIDER FOR THE
DOLOMITE STABILITY INVESTIGATION ON PORTION 12 OF
FARM NO 449 PENSFONTEIN WITHIN TSANTSABANE LOCAL
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:		
	DATE	TITLE OR DETAILS
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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TENDER NO. NC/10/2023

**APPOINTMENT OF A SERVICE PROVIDER FOR THE
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MUNICIPALITY, NORTHERN CAPE**

NCP SCHEDULES

LIST OF NCP FORMS

1. NCP 1
2. NCP 4
3. NCP 6.1
4. NCP 7.1



INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (COGHSTA NORTHERN CAPE)					
BID NUMBER:	NC/10/2023	CLOSING DATE: 21 JULY 2023		CLOSING TIME:	11:00am
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR THE DOLOMITE STABILITY INVESTIGATION ON PORTION 12 OF FARM NO 449 PENSFONTEIN WITHIN TSANTSABANE LOCAL MUNICIPALITY, NORTHERN CAPE				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Larry Moleko Louw Building; 9 Cecil Sussman Road; Kimberley					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Karel Visagie		CONTACT PERSON	Mpho Marindili	
TELEPHONE NUMBER	053 807 9723		TELEPHONE NUMBER	053 830 9515	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	kvisagie@nccoghsta.onmicrosoft.com		E-MAIL ADDRESS	mmarindili@nccoghsta.onmicrosoft.com	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF COGHSTA

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....

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

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether

or not they are bidding for this contract?

YES/NO

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of bidder

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

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms

of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6

1.7 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20 or 90/10

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[Tick applicable box]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

	<p>.....</p> <p>SIGNATURE(S) OF TENDERER(S)</p>
SURNAME AND NAME:
DATE:
ADDRESS:

COGHSTA SPECIFIC GOALS

1. 80/20 preference point system

80/20 preference point system for acquisition of goods or services with Rand value equal to or below R50 million

- i. The following formula must be used to calculate the points out of 80 for price in respect of an invitation for a tender with a Rand value equal to or below R50 million, inclusive of all applicable taxes:

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

Where-

- P_s = Points scored for price of tender under consideration;
- P_t = Price of tender under consideration; and
- P_{\min} = Price of lowest acceptable tender

- ii. A maximum of 20 points may be awarded to a tenderer for the specific goals specified for the tender.
- iii. The points scored for the specific goal must be added to the points scored for the price and the total must be rounded to the nearest two decimal places.
- iv. Subject to section 2(1)(f) of the Preferential Procurement Policy Framework Act, 2000, the

contract must be awarded to the tenderer scoring the highest points.

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

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

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

- A tenderer might be requested to submit proof of its B-BBEE status level of contributor.
- A share certificate and or CIPC information of the company might be requested to be able to verify ownership
- Any other relevant evidence can be requested from the tenderer to substantiate the claim for the 20 points from any of the above specific goals on the table.
- CSD printout must accompany all submission documents
- The above points can be increased, reduced and split to more than one specific goal, depending on the requirements of the bid and specifications, however when such is increased or reduced, the information must be published correctly to the bidder at the time of advert of tender, but total points must not exceed 20 points.
- Locality points will be allocated to any company with a valid and 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 the tenderer scoring the third highest points or cancel the tender.
- If a reasonable price is not agreed as envisaged, COGHSTA must cancel the tender

2. 90/10 preference point system

90/10 preference point system for goods or services with Rand value above R50 million

- i. The following formula must be used to calculate the points out of 90 for price in respect of a tender with a Rand value above R50 million, inclusive of all applicable taxes:

$$P_s = 90 \left(\frac{1 - P_t - P_{\min}}{P_{\min}} \right)$$

P_{\min}

Where:

P_s = Points scored for price of tender under consideration;

P_t = Price of tender under consideration; and

P_{\min} = Price of lowest acceptable tender.

- ii. A maximum of 10 points may be awarded to a tenderer for the specific goals specified for the tender.
- iii. The points scored for the specific goal must be added to the points scored for the price and the total must be rounded to the nearest two decimal places.
- iv. Subject to section 2(1)(f) of the Preferential Procurement Policy Framework Act, 2000, the contract must be awarded to the tenderer scoring the highest points.

The following table must be used to calculate the score out of 10 for specific goals:

Specific Goal	Number of Points
100% or more Women or Youth owned company	5
Less than 100% Women or Youth owned company	2
100% Black owned Company	5
Less than 100% Black owned Company	2
100% People living with disability	5
Locally owned companies	2
Maximum obtainable points	10

The following must be noted for the allocation of 10 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 10 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 10 points.

- Locality points will be allocated to any company with a valid and 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 the tenderer scoring the third highest points or cancel the tender.
- If a reasonable price is not agreed as envisaged, COGHSTA must cancel the tender

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/10/2023

**APPOINTMENT OF A SERVICE PROVIDER FOR THE
DOLOMITE STABILITY INVESTIGATION ON PORTION 12 OF
FARM NO 449 PENSFONTEIN WITHIN TSANTSABANE 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/10/2023: APPOINTMENT OF A SERVICE PROVIDER FOR THE DOLOMITE STABILITY
INVESTIGATION ON PORTION 12 OF FARM NO 449 PENSFONTEIN WITHIN TSANTSABANE 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/10/20232

**APPOINTMENT OF A SERVICE PROVIDER FOR THE
DOLOMITE STABILITY INVESTIGATION ON PORTION 12 OF
FARM NO 449 PENSFONTEIN WITHIN TSANTSABANE 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@NCCOGHSTA.ONMICROSOFT.COM

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/10/2023

**APPOINTMENT OF A SERVICE PROVIDER FOR THE DOLOMITE STABILITY
INVESTIGATION ON PORTION 12 OF FARM NO 449 PENSFONTEIN WITHIN
TSANTSABANE LOCAL MUNICIPALITY, NORTHERN CAPE**

JUNE 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 FOR THE DOLOMITE STABILITY INVESTIGATION ON PORTION 12 OF FARM NO 449 PENSFONTEIN WITHIN TSANTSABANE LOCAL MUNICIPALITY, NORTHERN CAPE

1.1.

A COMPULSORY briefing session will be held on Friday, 7 July 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/10/2023

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

JUNE 2023

EMPLOYER:

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



TENDER: NC/10/2023

**APPOINTMENT OF A SERVICE PROVIDER FOR THE DOLOMITE STABILITY INVESTIGATION ON PORTION
12 OF FARM NO 449 PENSFONTEIN WITHIN TSANTSABANE LOCAL MUNICIPALITY, NORTHERN CAPE**

JUNE 2023

EMPLOYER:

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



2. TENDER

1.3. The Northern Cape Department of Co-Operative Governance, Human Settlements & Traditional Affairs (hereinafter referred to as CoGHSTA); hereby invites Bids from experienced service providers to conduct Dolomite Stability Investigation on Portion 12 of farm no 449 Pensfontein Tsantsabane local Municipality, Northern Cape.

1.4. A **compulsory** clarification meeting will be held at **CoGHSTA HEAD OFFICE, LARRY MOLEKO LAUW BUILDING, 9 CECIL SUSSMAN ROAD, KIMBERLEY** on the 7th July 2023 at 8:00am

1.5. 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.

2. INTRODUCTION

The purpose is to invite prospective Bids and proposals from experienced service providers for the Dolomite Stability Investigation on Portion 12 of Farm no 449 Pensfontein, Tsantsabane Local Municipality, Northern Cape; in terms of the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000).

2.1. BACKGROUND

The subject property falls within mining towns and as a province underlain with dolomitic conditions, it is a prerequisite to conduct dolomite stability investigation as the property is earmarked for human settlement development.

2.2. PURPOSE

The objective is to determine the geotechnical feasibility on portion 12 of farm no 449 in Pensfontein Postmasburg, Tsantsabane local municipality through the dolomite stability study. The property extent is **46.2081 ha** and is earmarked for housing development through formal township establishment process.

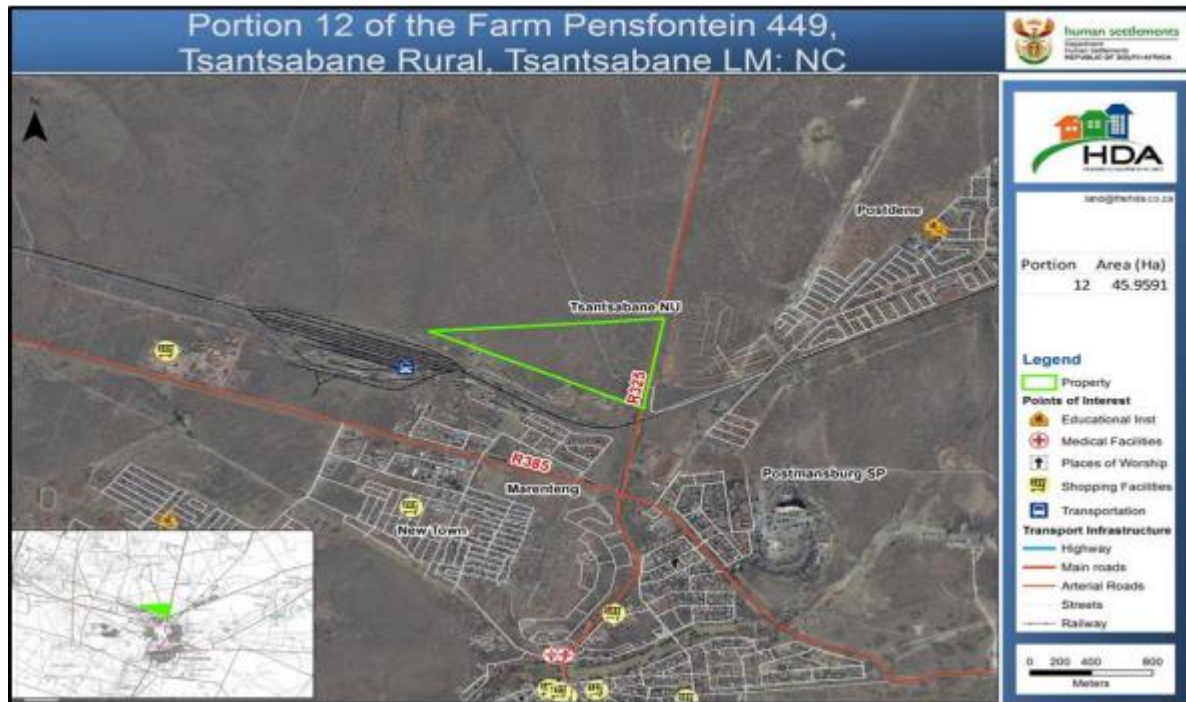
2.3. DESCRIPTION OF THE PROJECT AREA

2.3.1. LOCATION AND CADASTRAL DESCRIPTION

The subject property is located within the jurisdiction of Tsantsabane municipality on the outskirts of Postmansburg town and can be accessed through Plein street that connects to the regional route R325 heading to Kathu. The geographical Coordinates and locality map are indicated hereunder

Coordinates -28, 30 89 43. 23, 06 75 50

FIGURE 1; PENSFONTEIN, LOCALITY MAP



The property is currently vacant only filled with vegetation and measures 46.2081 ha

3. SCOPE OF WORK

3.1. REQUIRED EXPERTISE

- Geohydrology, Geotechnical Engineering, Geology and Engineering Geology.
- Project planning knowledge and expertise
- Understanding and knowledge of safety management.
- Professional registration with South African Council for Natural Sciences
- Understanding of housing development in dolomitic areas

3.2. DOLOMITIC STABILITY STUDY

The service provider is expected to conduct the following:

3.2.1. GRAVITY SURVEY

- Gravity surveys are required to establish drilling positions. The Geophysical survey should include a gravity survey conducted by a competent geophysicist.
- Drilling of borehole using air percussion to be drilled to a minimum of 6m into hard rock or 60m. whichever comes first as per SANS 1936-2, and the number of boreholes should be as per SANS requirements.
- Dolomitic zonation map should be created for the study area based on the gravity survey results as well the percussion drilling results.
- The study area should have classified based Inherent Hazard Risk classification based on dewatering and non-dewatering scenario.

3.2.2. DELIVERABLES

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

3.2.2.1. **Factual Report** containing the following:

- A revision section, which shows all the revisions done to the documents and reasons why the document was revised.
- Names of all authors
- Professional registration body of all authors listed
- Professional registration number of all authors listed
- Signatures of all authors listed,
- and dates on which they signed the document

The above sections should also be included in the interpretive reports in a following manner:

A. Physical Site Data

Physical site data based on information required in the desktop study such as location, current land use (incl. known services), accessibility, traffic ability, regional geology and local geology, topography, drainage aspects and vegetation, climate conditions and seismic zoning.

B. Field Work

Details of field work carried out on site with Coordinates of all boreholes and other in-situ tests done, number of tests done, date of execution, laboratory testing procedures followed, type of equipment used during execution, any limitations and relevant observations noted during the site investigation.

C. Site Map Layout Drawing With Cross-Sections

Coordinated site maps indicating boreholes and other in-situ testing of the subsurface conditions shall be prepared together with representative cross sections and longitudinal sections showing positioning all test pits and variation in geology down the profile at each position.

Others

- Establish the nature, fluctuations and compartmentalization of ground water and original ground water from Geohydrological data
- Determine the inherent hazard class of the site or of various portions
- Determine the dolomite area designation and appropriateness of land usage in accordance with SANS 1936-1.
- Provide information needed for identification of precautionary measures required in accordance with SANS 1936-3, and the risk management strategies required in accordance with SANS 1936-4 and
- Identifies any outstanding information to be determine or confirmatory investigation to be undertaken during the design-level investigation, particularly in respect to verifying or refining the inherent class of the site or part thereof,

NB: A completed report should be submitted to the Council of Geoscience for comments and approval at service provider's cost.

Copies of documents and maps must be submitted to CoGHSTA and should be on soft copy and hard copy. 5 hard copies & 5x CDs.

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

4. IMPLEMENTATION PLAN AND METHODOLOGY

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. Please indicate the estimated duration of the implementation plan i.e. project start date and end date.

- Project manager should have experience in Geohydrology, Engineering Geology, Geotechnical Investigation and Water Monitoring.
- Project plan and methodology should clearly outline and define the process of executing project.
- The service provider shall provide a workable and practical work-plan for project implementation.
- Service provider should outline the project plan (cash flows), extent and costs associated with the activities.

N.B. The implementation plan will form an annexure to your contract and you will be required to implement the project according to this implementation plan. Failure to supply any of the above information will lead to disqualification.

5. PRICING

The bidders are required to include 10% of the total price for contingencies.

ITEM	DESCRIPTION	BID PRICE IN RSA CURRENCY
1	Geophysical Gravity Survey	R
2	Percussion Borehole Drilling	R
3	Geotechnical Input	R
4	CGS Approval	R
Total before Contingencies		R
5	Contingencies 10% of total Item 1 to 4	R
TOTAL PROJECT INCL CONTINGENCIES		R

6. REPORTING AND CONSULTATIONS

The department will set-up and lead an oversight committee consisting of the following stakeholders:

- COGHSTA
- Tsantsabane Local Municipality
- Housing Development Agency
- Appointed Service Provider

The successful service provider shall:

- 6.1. Consult with the relevant stakeholders in a structured manner and avail records of consultation,
- 6.2. Conduct presentations outlining and summarizing the main components on each of the phases detailing

the outcomes with relevant stakeholders. Some consultations, feedback and reporting shall be conducted in the Tsantsabane municipality. The frequency of the consultation will be determined at project plan level.

7. DURATION OF THE PROJECT

It is anticipated that the project will take a maximum of 5 (Five) months to complete, and this estimated timeframe includes approval by the Council of Geoscience.

8. EVALUATION CRITERIA

8.1. PRE-EVALUATION CRITERIA

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

Returnable	Comply/not Comply	Disqualifying Factor
Is the bidder tax compliant		No
BBBEE certificate or Original Sworn Affidavit		No
Is the bidder registered on the National Treasury Central Supplier Database (CSD)		Yes
Copy of company registration documents		Yes
Detailed Company Profile		Yes
CV, Qualification and professional registration certificate of project team personnel involved on the project		Yes
CV & Certificate for a competent Person as defined in SANS 634 that will be responsible for dolomite investigation.		Yes
Summary of verifiable completed previous projects and Reference letters with contact details on a company letter head and/or stamped		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

8.2. EVALUATION STAGE 1: FUNCTIONALITY

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

Items	Required expertise	Allocated points
1	Proven experience on Dolomite stability Investigation for Human Developments: 1-2 similar projects (10 points) 3-4 similar projects (20 points) 5 or more similar projects (30 points) (Points will awarded per reference letter of completed project)	30
2	Cv & qualification of the project team leader: Competent Person as defined in SANS 634 (attach certified copy) 1-2 years' experience (5 points) 3-4 years' experience (10points) 5 or more years' experience (20 points) (Attach cv and Competent person certificate)	20
4	Proof of civil engineering materials testing laboratory accredited by the South African National Accreditation System	5
5	Proof of ownership of percussion drill rig (Attach Proof of Drill Rig Natis Registration, Valid Drill Rig Licence Disc, Drill Rig Pictures and Insurance) (30 points)	30



	Hired percussion drill rig (Attach lease agreement with Proof of Drill Rig Natis Registration, Valid Drill Rig Licence Disc, Drill Rig Pictures and Insurance) (10 points)	
6	Proof of minimum Professional Indemnity Insurance of R 5,000,000.00 (five million rands) with registered Insurance Company or Bank	5
7	Approach and methodology Exceptional (10) Very Good (8) Good (6) Fair (5) Poor (0)	10

8.3. PREFERENTIAL PROCUREMENT SYSTEMS: STAGE 2

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

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

Where

Ps = Points scored for price of tender under consideration;

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender



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

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

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

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

If a reasonable price is not agreed as envisaged, COGHSTA must cancel the tender

9. 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.
10. Service Providers must be registered on the CSD (Central Supplier Database) and the CSD Supplier Number must be provided along with the quotation for verification at the evaluation stage. If not yet registered, kindly visit: www.csd.gov.za to register.
11. Other procurement conditions are as follows:
- 11.1. Preference shall be given to entities owned by women, youth & persons living with disabilities.
- 11.2. CoGHSTA's SCM policy shall apply.
- 11.3. The 80/20 evaluation criteria shall apply.
- 11.4. BID must comply with the Public Finance Management Act (Act No.1 of 1999) and all its regulations.
- 11.5. CoGHSTA reserves the right not to accept the lowest or any other quotation and to accept, where applicable, a portion of any quotation.
- 11.6. Failure to comply with any condition/requirement of this Bid may result in a disqualification.

12. The conditions for the closing of quotations are as follows:

- Tender close on the 21st July 2023 at 11:00am and must be submitted at COGHSTA, 9 Cecil Sussman Road, Larry Moleko Lauw Building, Kimberley, 8301.
- Late, faxed or e-mailed quotations will not be accepted.

13. Enquiries

- General enquiries contact person: Mr. Tebogo Monoametsi of COGHSTA

E-mail: kvisagie@nccoghsta.onmicrosoft.com

Tel: 053 830 9723

- Technical enquiries contact person: Mr. Mpho Marindili of COGHSTA

E-mail: mmarindili@nccoghsta.onmicrosoft.com

Tel: 053 830 9515

 SIGNATURE(S) OF BIDDERS(S)
DATE
ADDRESS