

REQUEST FOR QUOTATION FOR SERVITUDE REGISTRATIONS ON THE EBENEZER WATER
SCHEME - CONVEYANCERS



YOU ARE HEREBY INVITED TO QUOTE

CLOSING DATE: 29 JULY 2024

CLOSING TIME: 15H00

NAME OF SERVICE PROVIDER:

.....

CSD NUMBER :

.....

Project Title : Olifantspoort And Ebenezer Refurbishment Phase 1A: Olifantspoort
and Ebenezer Water Supply Scheme Refurbishment

LNW Contract Number : RFQ 44445 **(Re-Advert)**

Services Required : **Servitude Registrations Ebenezer Scheme**

Date of Issue : 23 July 2024

Closing Date : 29 July 2024 at 15H00

Project Location : Olifantspoort and Ebenezer Water Supply Schemes

Site Inspection date : N/A

Technical inquiries : Mr Gundo Motsoare gundom@lepelle.co.za

SCM inquiries : Ms Belinda Mojela belindam@lepelle.co.za

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Submission of RFQ via

email ONLY : e-mail - SCM to belindam@lepelle.co.za

cc : pinkiet@lepelle.co.za

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1. PURPOSE

The purpose of this specification is to request Supply Chain Management Unit to procure the Service Provider finalize the servitude registrations on the Ebenezer Scheme as part a major project deliverable.

PROJECT BACKGROUND

The Olifantspoort Water Scheme and the Ebenezer Water Scheme are the two main sources of potable bulk water for Polokwane City and areas that are located within the vicinity of the bulk transmission pipelines from each treatment works towards Polokwane City.

Since commissioning in the early 1970s, none of the two schemes has undergone major refurbishment or upgrading works and most components do not have sufficient capacity to meet the current and projected future water needs. Most components of the potable bulk water supply infrastructure are in a poor state of repair, which leads to frequent breakdowns.

Due to the potable bulk water supply infrastructure capacity and non-reliability of potable bulk water supply to Polokwane City, Polokwane Local Municipality declared a moratorium on new property development within the Polokwane City in May 2013.

In July 2015, Lepelle Northern Water (LNW) commissioned a project for the upgrading of the Olifantspoort and Ebenezer Water Schemes.

On 30 September 2015, the then Department of Water and Sanitation issued a ministerial directive to LNW, which directed LNW to develop strategic interventions that will address the potable bulk water supply challenges within Polokwane City and its immediate surrounds.

The Ebenezer Scheme receives its water from the Ebenezer dam with a treatment works and infrastructure in the Hanetsburg area towards Mankweng and ultimately to Polokwane.

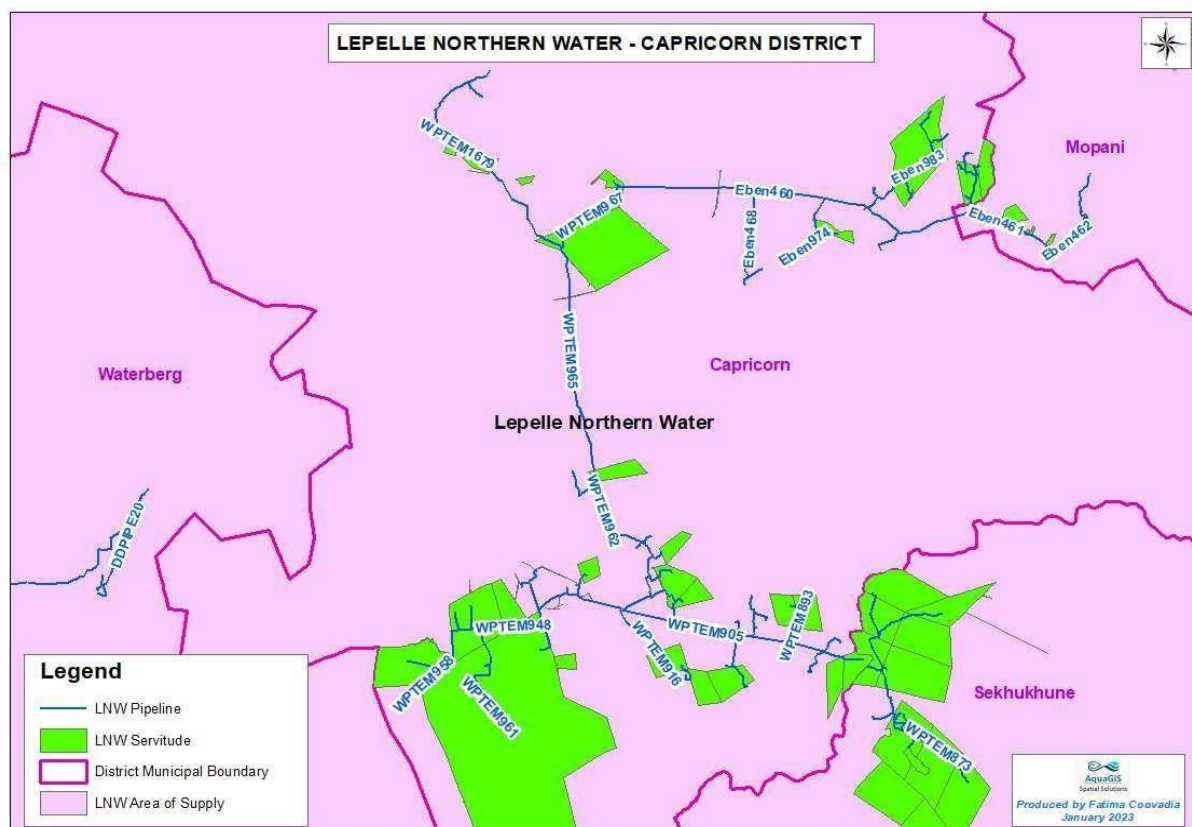
LNW has completed various servitude registrations which require finalisation strating at the plant and towards the PS4 in the Polokwane Local Municipality.

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2. SPECIFICATIONS, TYPICAL SCOPE OF WORKS & DELIVERABLES

Quotations are hereby invited from registered conveyancers for the purpose of servitude registrations from various property owners in terms of the Conveyancing and Notarial Practice guidelines to LNW.

The requirement is that the bidder will finalize the registrations of services by facilitating payments from LNW to the various property owners. The final deliverable will be a title deed of the fully registered servitudes to LNW. There might be other critical tasks required from the conveyancer as part of the process for registering the properties for servitudes to LNW.



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3. PRICING SCHEDULE

NAME OF PROPERTY/FARM	VALUE OF PROPERTY	DRAFTING	CONDUCTING DEED SEARCH	TRANSFER FEES	TOTAL
Syferkuil Fram	R295,000.00				
Driefontein Farm Portion 2	R295,000.00				
Driefontein Farm Portion 1	R295,000.00				
Krugersburg Farm portion 3	R143,300.00				
Geluk Farm portion 22	R13,000.00				
Geluk Farm portion 6	R13,000.00				
Geluk Farm portion 5	R13,000.00				
Geluk Farm portion 7	R13,000.00				
Geluk Farm portion 8	R13,000.00				
Geluk Farm portion 9	R13,000.00				
Geluk Farm portion 12	R13,000.00				
Geluk Farm portion 13	R13,000.00				
Geluk Farm portion 40	R13,000.00				
Myngenoegen farm portion 10	R520,000.00				
Kalkfontein farm portion 3	R150,000.00				
Kalkfontein farm portion 40	R145,000.00				
Kalkfontein farm portion 41	R130,000.00				
Kalkfontein farm portion 39	R19,000.00				
Rietfontin farm portion 14	R251,000.00				
Veerfontein farm	R140,000.00				
Kleifontein farm	R129,000.00				
Majebaskraal farm portion 2	R120,000.00				
McLean farm portion 1	R14,000.00				
Maclean farm portion 5	R44,000.00				
Rustfontain farm portion 1	R12,000.00				
Driekuul farm	R522,000.00				

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Driekuul farm portion 2	R500,000.00				
Veerfontein Fram portion 14	R150,000.00				
Rietfontin farm portion 2	R251,000.00				
Myngenoegen farm portion 11	R512,000.00				
Driefontein Farm Portion 20	R455,000.00				
Syferkuil Fram portion 21	R9,000.00				
Maclean farm portion 4	R32,000.00				
Maclean farm	R14,000.00				
PROPERTY VALUE TOTAL				R5,264,300.00	
PROVISIONAL SUM					R 500 0000,00
SUB TOTAL INLCUDING FEES & PROVISIONAL SUM BEFORE VAT					
				VAT AT 15 %	
LEGAL SERVICES FEES INCLUDING PROVISIONAL SUM AND VAT				TOTAL	

*Pricing Instructions – Bidders are required provide a price **DRAFTING, DEED SEARCH, TRANSFER FEES** against each property. The provisional sum shall be for consultations, liaison and traveling with amounting to R 500 000,00 in terms of the latest gazetted rates public services in the Republic of South Africa for Conveyancers.*

- *Failure to complete the pricing schedule and arithmetic errors will lead to disqualification.*

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4. PROCUREMENT PROCESS

The normal LNW process will be followed in line with the company's SCM policy and procedures with no deviations from the normal anticipated at this stage.

CIDB Grading Required	: N/A
Validity of Tender	: 90 Days
Contract Period	: Two (2) Months
Closing date of Advert	: 29 JULY 2024 at 15:00
Site Inspection date	: N/A
Submission via email	: e-mail - SCM to belindam@lepelle.co.za
Technical inquiries'	: Mr Gundo Motsoare gundom@lepelle.co.za
SCM inquiries'.	: Ms Belinda Mojela belindam@lepelle.co.za
	Cc: pinkiet@lepelle.co.za

5. EVALUATION CRITERIA

Preferential Points System will be used to evaluate this bid in line with the Preferential Procurement Policy Framework 2022. Bidders will be evaluated and pre-qualified on mandatory requirements first, and only those qualifying will be evaluated for functionality followed by administrative requirements. Bidders will further be evaluated on price and preference as the final stage.

The following shall be the tender evaluation criteria:

1. Pre-qualification (Mandatory)
2. Price and Preferential point system
3. Administrative compliance.

THIS BID WILL BE EVALUATED AND ADJUDICATED ACCORDING TO THE FOLLOWING CRITERIA:

1. Relevant specifications
2. Value for money
3. Capability to execute the contract
4. LNW SCM Policy
5. PPPFA & associated regulations

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5.1 Pre- Qualification (Mandatory Requirements)

NB: Mandatory requirements – Only bidders who have adhered or submitted the following documents will be considered for further evaluation, namely:

- a) Proof of registration with the Central Supplier Database (CSD)
- b) Abridged CV of **Professional Conveyancer** with the following critical documents / certificates :
 - i. Valid Fidelity Fund Certificate.
 - ii. Admitted as a Conveyancer in the Republic South Africa for at least 3 years
 - iii. Letter of Good Standing with the Legal Practice Council
- c) The JV agreement for JV partners to be submitted indicating percentage split up to 100% for partners to render agreement valid if applicable.
- d) Late submissions after 15:00 pm of the closing date or hand-deliveries will be disqualified.

5.2 Evaluation Based on Preferential Point System

NB: NO BIDDER WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (see definition on SBD 6.1 attached).

Specific Goals	Means of verification	80/20 Points	90/10 Points
Disability (Minimum of 1 shareholder ownership in the company)	CSD Report	5	2,5
Black women (100% Black women ownership in the company)	CSD Report	5	2,5
Black ownership (100% black ownership in the company)	CSD Report	5	2,5
Black Youth (Minimum of 1 shareholder Black youth ownership in the company)	CSD Report	5	2,5
Total points		20	10

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The 80/20 Preferential Point System will be used to evaluate the bid.

Financial offer and Preferential Point System:

- a) Score RFQ evaluation points for financial offer.
- b) Confirm that bidders are eligible for the Preference points claimed, and if so, score tender evaluation points.
- c) Calculate total quotation evaluation points.
- d) Rank quotations offers from the highest number of RFQ evaluation points to the lowest.
- e) Recommend quotation with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

GENERAL CONDITIONS

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).

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

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.

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	
SPECIFIC GOALS	

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Total points for Price and SPECIFIC GOALS	100
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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.

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.

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).

FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

POINTS AWARDED FOR PRICE

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

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

Note to tenderers: The tenderer must indicate how they claim points for each preference point system on SBD 6.1

5.3 Administrative Compliance

These documents shall be required only from the preferred bidder. Failure to submit within 48 hours of confirmed acknowledgment of receipt shall lead to disqualification and LNW shall consider the next preferred bidder who qualifies.

- a) Attached proof of Company or Shareholders Municipal Rates or Lease agreement with statement or a dated stamped letter from tribal authority. (Proof not more than six (6) months old from advert date)
- b) Certified ID copies of the company shareholders (copied not more than 6 months)
- c) Certified ID copies for key personnel (proof not more than six (6) months)
- d) Complete all SBD forms.
- e) Company registration documents
- f) SARS Tax pin
- g) 51% Directorship of the company should be with a Legal Practitioner registered in the High Court of South Africa – CV of director that appears on the company registration should be provided.
- h) Audited Financial Statements of a Trust Account.

Notes:

- ***All the documents under item 4 will become mandatory within (48) hours to the recommended bidder and failure to submit will lead to automatic disqualification.***
- ***LNW reserves the right to appoint more than one bidder for this project and/or to reduce the scope by more than 50%.***
- ***The service provider will be expected to act diligently and use such skills in the execution of the project also in terms of the Legal Best practices code of conduct.***

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- *No costs for support staff such as PA, CEO, and driver etc., shall be accepted for this contract execution, only costs for the conveyancer and assistant will be accepted.*
- *Bidders are encouraged to avoid making submissions of information or documents not requested. Irrelevant documents to the submission should be avoid.*
- *The bid submission should be limited to 35 pages or less.*

6. CONTRACT CONDITIONS

Signed :

.....

Service Provider

.....

Date :

.....

1. TERMS OF BUSINESS

1.0 DEFINITIONS

1.1 The following defined words have the following meanings in this Agreement:

“**Offer**” means the letter of offer and any appendices and/or attachments thereto issued to the Client.

“**Agreement**” means the service provider’s letter of offer enclosing these Terms of Business, the Appendix to the offer, and any subsequently agreed variations to the “Agreement”.

“**The Client**” means Lepelle Northern Water.

“**Service provider**” means the one who will implement the works in this case.

“**Contractor**” means TBA.

“**Services**” means the services to be provided for the service provider.

“**In writing**” means any communication sent by mail or by facsimile transmission.

“**Force majeure**” means any circumstance or condition out with the reasonable control or influence of the service provider and includes any deferral in the requirement for the Services by the service provider.

“**Start/commencement date**” means the date of site handover.

1.2 The headings in this Agreement do not affect its construction.

2.0 VARIATIONS

2.1 No variation of any kind to this Agreement may be made without the agreement in writing of the Service provider.

3.0 PERFORMANCE

3.1 The Client agrees to supply to the service provider without charge all the matters and things necessary for the performance of the Services by the service provider, and where necessary, to provide facilities and approvals to the service provider.

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- 3.2 The service provider shall subject to the Agreement carry out the Services in the Offer and any variation to the Services.
- 3.3 The LNW shall make the necessary arrangements for payment directly to the service provider.
- 3.4 Unless otherwise agreed in advance, approvals from the Client shall be deemed to have been given unless the service provider is notified to the contrary within ten working days of such approval having been requested.
- 3.5 The services rendered by the service provider shall be without prejudice to any party involved. LNW shall make the final decision on works done by the service provider.

4.0 INTELLECTUAL PROPERTY & CONFIDENTIALITY

- 4.1 The copyright and all other intellectual property rights in all work prepared or compiled by the service provider in the performance of this Agreement remains vested in the service provider but conditional upon payment of all fees and disbursements properly due to the service provider, the service provider hereby issues a free license to the Client to use such work as is supplied under this Agreement, for the purposes for which the work was prepared or compiled, always providing that such license shall be limited strictly to the works carried out under this Agreement.
- 4.2 The Client agrees that any know-how, techniques, or processes carried out in the course of the Services are confidential information. The client shall not without the prior written consent of the service provider divulge to any party details of any confidential information disclosed by the service provider in the performance of the Services.

5.0 LIABILITY

- 5.1 The service provider undertakes to exercise reasonable skill care and diligence in performing the Services and shall be liable only for negligent failure in performing the Services.
- 5.2 In respect of any matter of force majeure the service provider and the client shall have no liability for his failure or delay in the performance of the Services or any part of them.
- 5.3 The Client agrees that any damage that may occur to the permanent installations of LNW and its clients as a result of the service provider carrying out works under this agreement shall be to the account of the service provider.
- 5.4 Nothing in this Agreement confers or purports to confer on any third party any benefit or any right to enforce any term of this Agreement.

6.0 SUSPENSION AND TERMINATION

- 6.1 The Client and service provider agree that without prejudice to any other rights and remedies which the service provider may possess if the Client shall fail to pay the service provider in full any amount properly due and payable under this Agreement by the final date for payment as defined in 7.2 the service provider may after giving the Client thirty (30) days' notice in writing of the same suspend its performance and obligations under this Agreement until payment in full occurs.
- 6.2 Any period during which the service provider exercises its right to suspend its performance pursuant to 6.1 shall be disregarded in computing for the purposes of any contractual time limit the time taken by the service provider, or any of the service provider's sub-contractors, to complete any Services directly or indirectly affected by the exercise of such right.
- 6.3 The Client and the service provider agree that either may give to the other written notice of termination in the following circumstances: -

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- i) if fourteen days after having received written notice of a breach of the Agreement, no attempt to rectify that breach has been made; or
- ii) the Agreement has been affected by force majeure for at least 60 days.

7.0 PAYMENT

- 7.1 Payment for all services rendered under this agreement shall be done in a single invoice, no interim payments shall be applicable, this invoice shall only be submitted upon approval of the report by the client, the invoice shall be due thirty (30) days from the date that the invoice has been issued to the Project manager.
- 7.2 The Client agrees to issue any notice to withhold payment no later than date of invoice plus 35 days.

8.0 DISPUTES

- 8.1 Any dispute which cannot be settled amicably shall, in the first instance, be referred to the respective Chief Executive of the Client and the service provider who shall attempt, in good faith, to resolve the matter.
- 8.2 In the event of the dispute not being resolved under 8.1 above the matter shall be referred to adjudication in accordance with the Arbitration Association of South Africa Procedure current at the time of referral.
- 8.3 In the event of either the Client agreeing with the Decision of an Adjudicator under 8.2 above, the dispute shall be referred to arbitration in accordance with - Arbitration Association of South Africa.

9.0 APPLICABLE LAW

- 9.1 The Client and the service provider agree that the services, validity and performance of the Agreement shall be governed by and construed under South African Law, and for all matters arising under, out of, or in connection with the Agreement, they shall submit themselves to the exclusive jurisdiction of the South African Court.

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Proposed deviation Schedule:
