

**SBD 1**  
**PART A**  
**INVITATION TO BID**

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (LIMPOPO DEPARTMENT OF PUBLIC WORKS, ROADS AND INFRASTRUCTURE)**

BID NUMBER:	LPWRI-B/20600	CLOSING DATE:	23/02/2026	CLOSING TIME:	11:00
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DESCRIPTION	THE PROVISION OF PROFESSIONAL SERVICES AS AN INFRASTRUCTURE TECHNICAL RESOURCE UNIT FOR INFRASTRUCTURE MANAGEMENT FOR A PERIOD OF 36 MONTHS				
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BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
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Cnr River & Blaauwberg Street

Ladanna

**POLOKWANE**

**0700**

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON		CONTACT PERSON		RANKWE KD
TELEPHONE NUMBER		TELEPHONE NUMBER		015 284 7659
FACSIMILE NUMBER		FACSIMILE NUMBER		N/A
E-MAIL ADDRESS		E-MAIL ADDRESS		rankwekd@dpw.limpopo.gov.za

**SUPPLIER INFORMATION**

NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No: MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	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.	

# CONFIDENTIAL DOCUMENT

## PART B TERMS AND CONDITIONS FOR BIDDING

### 1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS (2022), THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

### 2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

**NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

SIGNATURE OF BIDDER: .....

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

(Proof of authority must be submitted e.g. company resolution)

DATE: .....

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**THE TENDER****PART T1: TENDERING PROCEDURES****1.1 Tender notice and invitation to tender**

1.1.1 The Government of the Republic of South Africa in its LIMPOPO DEPARTMENT OF PUBLIC WORKS, ROADS AND INFRASTRUCTURE (LDPWRI) invites bids for the establishment of an Infrastructure Technical Resource Unit as further fully described in C3: Scope of Services hereof.

1.1.2 The words "**tender**" and "**bid**" in this document or any documents referred to in this document are interchangeable and are deemed to have the same meaning, similarly the words "**tenderer**", "**Bidder**", "**Professional Service Provider**" and "**tendering Service Provider**" are interchangeable and are deemed to have the same meaning. Unless inconsistent with the context, the masculine gender includes the feminine and neuter genders and vice versa, and the singular includes the plural and vice versa.

1.1.3 Bid documents may be downloaded from the Limpopo Provincial Treasury's website, eTender portal and LDPWRI's website.

**1.1.4 COMPULSORY BRIEFING SESSION:**

There will be a compulsory briefing session as follows:

Date : 10 February 2026

Time : 10:00

Venue : Capricorn District

LIMPOPO DEPARTMENT OF PUBLIC WORKS, ROADS AND INFRASTRUCTURE  
19 Landros Mare Street, Polokwane, next to Correctional Services

1.1.6 All enquiries regarding this bid must be directed to:

Technical Enquiries	Supply Chain Related Enquiries
Mr. Rankwe KD 015 284 7659 <a href="mailto:rankwekd@dpw.limpopo.gov.za">rankwekd@dpw.limpopo.gov.za</a>	Motsopye NJ 015 284 7526 <a href="mailto:motsopyenj@dpw.limpopo.gov.za">motsopyenj@dpw.limpopo.gov.za</a>

1.1.7 The closing time and date for the submission of tenders is 11h00 on 23 February 2026 at the following address:

LIMPOPO DEPARTMENT OF PUBLIC WORKS, ROADS AND INFRASTRUCTURE, Cnr River & Blaauwberg Street, Ladanna, POLOKWANE, 0700

**THE BID BOX OF THE OFFICE OF THE LIMPOPO DEPARTMENT OF PUBLIC WORKS, ROADS AND INFRASTRUCTURE IS OPEN 24 HOURS, 7 DAYS A WEEK. THE BID BOX WILL BE CLOSED AT 11H00 WHICH IS THE CLOSING TIME OF BIDS.**

**BIDDERS SHOULD ENSURE THAT BIDS ARE DELIVERED TIMEOUSLY TO THE CORRECT ADDRESS  
SUBMIT YOUR BID IN A SEALED ENVELOPE**

**BIDDERS SHOULD ENSURE THAT BIDS ARE DELIVERED TIMEOUSLY TO THE CORRECT ADDRESS**

**SUBMIT YOUR BID IN A SEALED ENVELOPE**

Telephonic, facsimile, electronic and late tenders will not be accepted. The tenders will only be submitted in Polokwane and at the address above.

T1.1.8 Requirements for assessment of tenders are stated in T1.2 Tender Data.

## **T1.2 Tender data**

T1.2.1 The conditions of tender are the **Standard Conditions of Tender (July 2015)** as contained in **Annex C of the Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement** (see [www.cidb.org.za](http://www.cidb.org.za)).

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Each item of data given below is cross-referenced to the clauses marked "C" in the Standard Conditions of Tender to which it mainly applies (**appendix A**).

Clause No.	Tender Data
C.1.1	The employer is Government of the Republic of South Africa in its LIMPOPO DEPARTMENT OF PUBLIC WORKS, ROADS AND INFRASTRUCTURE (LDPWRI)
C.1.2	<p>For this bid the <b>single volume approach</b> is adopted. This procurement document has been formatted and compiled under the headings for a single volume approach as contained in table 7 of the CIDB's "<b>Standard for Uniformity in Construction Procurement</b>".</p> <p>The bidder's attention is specifically drawn to the T2 Returnable Documents identified in the T2.1 List of Returnable Documents and in the T2.2 Returnable Schedules. The Returnable Documents must be obtained and the Returnable Schedules must be completed by a tenderer when submitting a tender. The tenderer must complete these documents, including the "Offer" document in C1.1 Form of Offer and Acceptance, and deliver their bid back to the Employer bound as it was received.</p> <p>The bid document, issued by the Employer, comprises the following separate identifiable documents collectively forming the "Tender Document in a single volume":</p> <p><b>THE TENDER</b></p> <p><b>Part T1: Tendering procedures</b></p> <ul style="list-style-type: none"> <li>T1.1 - Tender notice and invitation to tender</li> <li>T1.2 - Tender data</li> </ul> <p><b>Part T2: Returnable documents</b></p> <ul style="list-style-type: none"> <li>T2.1 - List of returnable documents</li> <li>T2.2 - Returnable schedules</li> </ul>

	<p><b>THE CONTRACT</b></p> <p><b>Part C1: Agreements and Contract data</b></p> <p>C1.1 - Form of offer and acceptance</p> <p>C1.2 - Contract data</p> <p><b>Part C2:Pricing data</b></p> <p>C2.1 - Pricing instructions</p> <p>C2.2 - Bill of Quantities</p> <p><b>Part C3: Scope of work</b></p> <p>C3 - Scope of work</p> <p><b>Part C4: Site information</b></p> <p>C4 - Site information</p>
C.1.4	The Employer's agent for the purpose of this tender is deemed to be the authorised and designated representative of the Employer, who will be the departmental project manager as noted in T1.1.6 Notice and Invitation to Tender.
C.2.1	Only those bidders who satisfy the following eligibility criteria are eligible to submit tenders:
	<ol style="list-style-type: none"> <li>1. The bidders specified under the evaluations criteria T1.2.2</li> <li>2. All Returnable Documents mentioned in T2: Returnable Documents (T2.1 List of Returnable Documents and T2.2 Returnable Schedules) have been included in the tender;</li> </ol>
C.2.7	Compulsory Clarification meeting / briefing session will be held as stated in the T1.1: Tender Notice and Invitation to Tender.
C.2.12	No alternative tender offers will be considered
C.2.13.3	Parts of each tender offer communicated on paper shall be submitted as an original, plus a scanned PDF copy on a USB.
C.2.13.5	<p>The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:</p> <p><b>Location of tender box: LIMPOPO DEPARTMENT OF PUBLIC WORKS, ROADS AND INFRASTRUCTURE</b></p> <p><b>Physical address:</b> Corner River &amp; Blaauwberg Street, Ladanna, POLOKWANE, 0700</p> <p><b>Identification details:</b> LDPWRI-B/20600: PROVISION OF PROFESSIONAL SERVICES AS AN INFRASTRUCTURE TECHNICAL RESOURCE UNIT (ITRU)FOR THE LIMPOPO DEPARTMENT OF PUBLIC WORKS, ROADS AND INFRASTRUCTURE FOR A PERIOD OF THIRTY-SIX (36) MONTHS.</p>
C.2.13.6	A two-envelope procedure is <b>NOT</b> required and/or <b>WILL NOT</b> be followed.
C.2.13.9	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
C.2.15	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
C.2.16	The tender offer validity period is <b>120</b> days.
C.2.19	The tenderer shall provide access for inspections to his offices as may be required by the Employer.

C.3.11.1

**The bid shall be evaluated in FOUR (4) phases as follows:**

**PHASE 1: Pre-Qualification Criteria**

Only those tenderers who satisfy the following eligibility criteria **and** who provide the required evidence in their tender submissions are eligible to submit tenders and have their tenders evaluated:

1. The tenderer:

- a) is registered in terms of the Companies Act, 2008 (Act 71 of 2008) or Close Corporation Act, 1984, (Act No. 69 of 1984) or, if a partnership, has in place a partnership agreement that enables the partnership to automatically continue to function in the event of a death or withdrawal of one of the partners;
- b) is not an unincorporated joint venture (i.e. the JV must be registered with CSD, CIPC and SARS as a JV, and all supporting documents must be submitted); and

2. The tenderer is registered on the National Treasury Central Supplier Data Base (<https://secure.csd.gov.za>).

**PHASE 2: Administrative Compliance**

Required Documents T2.1 AND Returnable Schedules T2.2

**PHASE 3: Functionality Evaluation**

The functionality criteria and maximum score in respect of each of the criteria are as follows:

Quality criteria	Sub criteria	Maximum number of points
Company Profile and Experience	Implemented Infrastructure Projects	10
Financial Capacity	Proof of funding	20
Quality Control/Quality Assurance	Proof of QMS Certification	10
Approach and Methodology	Demonstrated understanding and appreciation/appraisal of infrastructure related tasks	20
IT Resources	Demonstrated proof of licenses for various software	5
Locality	Presence of the bidder in Limpopo Province	5
Qualifications and Experience of key personnel	Qualifications, Skills and Experience of Key Personnel	30
<b>Maximum possible score for quality (M<sub>s</sub>)</b>		<b>100</b>

	<p>Functionality will be scored on those bids regarded as being responsive. The CRITERIA to be applied in evaluating the bids is set out in five indicators below:</p> <p><b>0 being non -submission of information, 1 being poor, 2 being average, 3 being good, 4 being very good and 5 being excellent.</b></p> <p>The scores of each of the evaluators will be averaged, weighted and then totalled to obtain the final score for quality.</p> <p>The minimum number of evaluation points for functionality is <b>70</b></p> <p><b>PHASE 4: Specific goals and price</b></p> <p>The procedure for the evaluation of responsive tenders is Method 2</p> <p>The financial offer will be scored using Formula 2 (option 1) in Table F.1 where the value of <math>W_1</math> is:</p> <ol style="list-style-type: none"> <li>1) 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R50 000 000 or</li> <li>2) 80 where the financial value inclusive of VAT of one or more responsive tender offers have a value that equals or is less than R50 000 000</li> </ol> <p>Up to 100 minus <math>W_1</math> tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed.</p> <p><b>90/10 Split is applicable to this tender.</b></p>
C.3.13	<p>Tender offers will only be accepted if:</p> <ol style="list-style-type: none"> <li>a) the tenderer submits <b>proof of Central Supplier Database registration with National Treasury and the service provider is tax compliant</b>;</li> <li>b) the tenderer submits a letter of intent from an approved insurer undertaking to provide the Indemnity insurance to the format included in Part T2.2 of this procurement document</li> <li>c) the tenderer or any of its directors/shareholders 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;</li> <li>d) the tenderer has not: <ul style="list-style-type: none"> <li>i) abused the Employer's Supply Chain Management System; or</li> <li>ii) failed to perform on any previous contract and has been given a written notice to this effect;</li> </ul> </li> </ol>

	<p>f) the tenderer has completed the Bidder's Disclosure form and there are 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 and persons in the employ of the state are permitted to submit tenders or participate in the contract;</p> <p>g) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;</p> <p>h) <b>the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2003, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.</b></p>
C.3.17	The number of paper copies of the signed contract to be provided by the employer is one.

#### **THE ADDITIONAL CONDITIONS (SPECIAL CONDITIONS) OF TENDER ARE:**

Professional Service Providers ("PSP") will be appointed based on the requirements set out in this document.

1. PSP will be required to second its resource to the LDPWRI and the PSP will remain liable for all employer obligations in relation to the resource.
2. No employer obligations will arise in relation to the LDPWRI and the PSP will be required to indemnify the LDPWRI.
3. LDPWRI reserves the right to negotiate, and balance submitted rates of the PSP.
4. LDPWRI may request CV replacement of resources from the PSP, after evaluation process, to ensure contracting of all required resources.
5. If a resource is seconded to a province other than current residence, indication of estimated disbursements shall be provided prior to the closing date of the bid and prior approval must be sought from the department before the resource is used during the contract period.
6. The gazetted rates and Tariffs from the Department of Public Works will form the baseline for financial submission. Tenderers must not exceed these; however, they may be lower.
7. No conditions on behalf of the PSP will be accepted.
8. No upfront payments
9. The LDPWRI reserves the right to award the scope in full or part thereof, subject to budget availability.
10. The decision to award will be based on best commercial offer and value for money principle for the LDPWRI.
11. Disbursements will be covered under an Invoicing protocol and be guided by rates published by the Department of Public Works.
12. It is the intention of the LDPWRI to appoint in line with the stipulated contract period per resource but reserve the option to extend such contract period at the same Rates contracted at, plus CPI.
13. The successful bidder shall maintain valid Quality Control Systems throughout the term of the contract

**14. KEY ASPECTS OF THE BID PROPOSAL**

Bidders must take note of the following fundamental aspects before submission of their bid proposals:

- 14.1. The bidder is expected to examine all instructions, forms, terms of reference and specifications in this bid.
- 14.2. **In this bid document, words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter**
- 14.3. Bidders must submit their bids on the stipulated closing date and time. Late bids shall not be considered.
- 14.4. The bid document must be completed with black ink and alterations/corrections must be signed (**No correction fluid**);
- 14.5. In order to evaluate and adjudicate bids effectively, it is imperative that bidders submit responsive bids. To ensure a responsive bid it is imperative to comply with all conditions pertaining to the terms of reference.
- 14.6. Each bidder must attach all applicable documents in support of its bid in accordance with the requirements set out in this bid as well as any other relevant materials, photographs and/or attachments.
- 14.7. The department reserves the right to verify any information supplied by the bidder and should the information be found to be false or incorrect, the department will exercise any of the remedies available to it.
- 14.8. Each bid, once submitted, constitutes a binding and irrevocable offer to provide the services on the terms set out in the bid, which offer cannot be amended after its date of submission.
- 14.9. The department reserves the right to invite any bidder for a formal presentation during the evaluation. A bidder should be prepared to do so at a venue that is convenient to LDPWRI. All costs involved in the presentation or demonstration shall be borne by the bidder.
- 14.10. The department may, for any reason and at any time during the selection process, request any bidder to supply further information and/or documentation.

**15. CONDITIONS ON ADMINISTRATIVE REQUIREMENTS**

- 15.1. The LDPWRI has prescribed minimum administrative requirements that must be met by the bidders, in order for the former to accept the bid for evaluation. Administrative compliance will be carried out to determine whether the bidder's bid complies in this regard.
- 15.2. Where the bidder fails to comply fully with any of the administrative bidding requirements under this bid or the LDPWRI is for any reason unable to verify whether administrative bidding requirements are fully complied with, the LDPWRI reserves the right, either to:
  - a. Reject the bid in question and not evaluate it at all.

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- b. Give the bidder an opportunity to submit and/or supplement the information and/or documentation provided so as to achieve full compliance with the administrative bidding requirements, provided that such information/ documentation can be provided within the period that will be determined by the LDPWRI and such supplementary information/ documentation is only administrative and not substantive in nature. **The evaluation team shall agree on the maximum timeframe to be granted to furnish the information required.**
- c. Permit the bid to be evaluated, subject to the outstanding information and/or documentation being submitted prior to the award of the bid.

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**I5.2.1. The LDPWRI may waive any minor informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice any bidder.**

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**I6. BID AWARD AND CONTRACT CONDITIONS**

- I6.1. The shortlisted bidders shall be subjected to supply chain management screening process and only successful bidders who are cleared during screening shall be considered for appointment.
- I6.2. The department is not obliged to accept or consider any bid in full or in part or any responses or submissions in relation thereto and may reject any bid.
- I6.3. The Department reserves the right to cancel and/or terminate the tender process at any stage, including after the Closing Date and/or after presentations have been made, and/or after tenders have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.
- I6.4. The department reserves the right to negotiate pricing proposals with one or more preferred bidder(s) identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other bidder(s) who has not been awarded the status of the preferred bidder(s).
- I6.5. The appointment of the successful bidder shall be subject to the conclusion of a Service Level Agreement (SLA) between the department and the successful bidder governing all rights and obligations related to the required services.
- I6.6. The contract shall be concluded between LIMPOPO DEPARTMENT OF PUBLIC WORKS, ROADS AND INFRASTRUCTURE and the successful service provider(s).
- I6.7. The contract period will be in terms of the acceptance letter.
- I6.8. Bidders shall be notified about the decision of the Department by means of publication in the Provincial Bid Bulletin.
- I6.9. The outcome of the successful bidders shall be published through the same media that was used to advertise the bid.

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**17. CONTRACT ADMINISTRATION**

- 17.1. The successful bidder must report to supply chain management contract unit immediately when unforeseeable circumstances will adversely affect the execution of the contract.
- 17.2. Full particulars of such circumstances as well as the period of delay must be furnished.
- 17.3. The administration of the bid and contract i.e. evaluation, award, distribution of contract circulars, contract price adjustments etc., shall be the sole responsibility of the Supply Chain Management Unit.

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**18. RISK MANAGEMENT ON PRICING AND AWARDING**

All prices quoted by suppliers shall be assessed to ensure that bidders did not underquote. (Bidders perceived to have underquoted in terms of market prices may be disqualified).

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## PART T2: RETURNABLE DOCUMENTS

### T2.1 List of returnable documents

The below administrative bidding requirements shall be complied with and required documents must be attached before consideration for further evaluation.

- a) Submission of fully completed and signed Standard Bidding Documents
  - SBD 1:** Invitation to Bid,
  - SBD 3.1:** Pricing Schedule,
  - SBD 4:** Bidder's Disclosure
  - SBD 6.1:** Preference points claim form in terms of the Preferential Procurement Regulations 2022;
- b) Fully Completed and signed record of addenda
- c) Fully Completed and signed Proposed amendments and qualifications
- d) Fully completed signed Compulsory Declaration
- e) Fully Completed Pricing Schedule
- f) Fully Completed and signed Form of Offer
- g) Valid Power of attorney/Letter of Authority
- h) Tax compliant CSD detailed report not older than 30 calendar days before the bid closing date
- i) Certified copy of company registration certificate (eg, Ck, Cm, etc)
- j) Valid certified ID copies of shareholders/directors.
- k) In case of Consortium or Joint Venture (IF APPLICABLE) the following are required:
  - Signed agreement between involved parties indicating the lead member;
  - Every member of the Consortium or Joint Venture joint venture is registered on the Central Supplier Database and the Joint Venture Shall submit a consolidated CSD Report;
  - Letter of appointment by consortium/joint venture parties for a representative to sign the bid documents
- l) Proof of Central Supplier Database Registration AND/OR Attachment of Central Supplier Database Registration Report (CSD) of the bidder.
- m) Proof of Professional Indemnity insurance to the minimum value of ten million rands  
R10, 000, 000.00
- n) Valid original/ certified letter of good standing (COIDA).
- o) Attachment of attested copy of valid ISO9001 (Quality Management Systems) or the latest versions.
- p) Abridged CV of each individual using the attached Template (Annexure B) with valid Certified Qualifications for each resource and valid Certified professional registration for each resource
- q) Submission of own company profile and completion of Annexure A: Portfolio of Current and Completed Contracts

- r) Attach proof of ownership of business site or in the case of leased property, lease agreement, not less than three months from the date of closing for this bid, spelling out duration of lease (start and end dates) must be attached
- s) When submitting the bid document, bidders must upload (a scanned PDF Copy of the completed bid document, Printed Pricing Schedule, attachments and the Microsoft Excel Soft copy Pricing Schedule) on a USB marked with the company's name, bid number and bid description. All electronic data submitted must be an exact copy of the hard copy document. Any discrepancies between the electronic and the hard copy may invalidate the bid.

The following are regarded as non-compliance to administrative requirements and will lead to disqualification:

- a) Failure to complete the bid document in full with a permanent black ink pen (not typed)
- b) Usage of correction fluid
- c) Inclusion of VAT by non-VAT vendors
- d) Non – completion or partial completion and/ or non- signing of the following essential forms:
  - SBD 1
  - SBD3.1
  - SBD 4
  - SBD 6.1
  - Pricing Schedule
  - Form of Offer
  - Compulsory Declaration
- e) Non-submission of the following essential documents:
  - Valid Power of attorney/Letter of Authority
  - Certified copy of company registration certificate (e.g. Ck, Cm, etc)
  - Certified ID copies of shareholders/directors.

## T2.2 Returnable schedules

Returnable documents shall be submitted in line with evaluation Criteria Phase 2: Administrative Compliance above – T2.1

- a) The bidder shall respond with “Comply”, “Not Comply” or “Not Applicable” in the apportioned spaces. The “Not Applicable” answer shall only be considered where the response field has the wording “If Applicable”.
- b) **NB: Bidders will be disqualified for failure to comply with the above guidelines when responding to administrative bidding requirements and failure to attach or complete and/or sign any of the designated arrears of the documents mentioned below may render the bid as not “Acceptable Bid”**

FOL	ADMINISTRATIVE BIDDING REQUIREMENTS	Comply/ Not Comply/ Not Applicable
1.	<b>Submission of the following standard bidding documents (fully completed and signed)</b>	
(i)	<b>SBD 1: Invitation to Bid,</b>	
(ii)	<b>SBD 3.1: Pricing Schedule</b>	
(iii)	<b>SBD 4: Bidder's Disclosure,</b> <b>NB. All companies under the name of the bidder must be declared, irrespective of whether they are used for bidding or not.</b>	
(iv)	<b>SBD 6.1: Preference points claim form in terms of the Preferential Procurement Regulations 2022;</b>	
(v)	Naming of the bidding company must be consistent in the request for bid (RFB) document and the CSD report. Deviations to this pre-requisite may disqualify the bid.	
(vi)	In the case of a Joint Venture/Consortium all parties to the Joint Venture/Consortium must submit consolidated original certified copy of the agreement. <b>NB: This item is only applicable to JV/ Consortium bidders under the Phase 1: Administrative Compliance</b>	
2.	<b>In case of Consortium or Joint Venture (IF APPLICABLE) the following are required:</b>	
(i)	Signed agreement between involved parties indicating the lead member;	
(ii)	Every member of the Consortium or Joint Venture joint venture is registered on the Central Supplier Database and the Joint Venture Shall submit a consolidated CSD Report;	
(iii)	Letter of appointment by consortium/joint venture parties for a representative to sign the bid documents;	
3.	<b>Submission of the following fully completed and/or signed forms</b>	
	a) Fully Completed and signed record of addenda	
	b) Fully Completed and signed Proposed amendments and qualifications	
	c) Fully completed signed Compulsory Declaration	

FOL	ADMINISTRATIVE BIDDING REQUIREMENTS	Comply/ Not Comply/ Not Applicable
	<p>d) Fully Completed Pricing Schedule</p> <p>e) Fully Completed and signed Form of Offer</p> <p>f) Valid Power of attorney/Letter of Authority</p>	
4.	<p><b>Submission of the following documents/proof for the ITRU that must be aligned to the profiles under C3.2: Detailed Scope of Work</b></p> <p>a) Curriculum Vitae of each resource as per format attached</p> <p>b) Valid Certified Qualifications for each resource</p> <p>c) Valid Certified professional registration for each resource</p> <p><b>ATTACH <u>the abridged CV of each individual using the attached Template (Annexure B)</u></b></p>	
5.	Proof of Central Supplier Database Registration AND/OR Attachment of Central Supplier Database Registration Report (CSD) of the bidder.	
6.	Proof of Professional Indemnity insurance to the minimum value of R 10 000 000.00	
7.	Valid original/ certified letter of good standing (COIDA).	
8.	Attachment of verified copy of valid ISO9001 (Quality Management Systems) or the latest versions.	
9.	Submission of an Own Company profile and Completion of <u>Annexure A: Portfolio of Current and Completed Contracts</u>	
10.	<p>a) Attach proof of ownership of business site.</p> <p style="text-align: center;">or</p> <p>b) In the case of leased property, lease agreement, not less than three months from the date of closing for this bid, spelling out duration of lease (start and end dates) must be attached</p>	
11.	Proof of attendance of the compulsory briefing session (Bidders must sign the attendance register on the date of the compulsory briefing session). Only bids from bidders who attended the compulsory briefing session will be considered).	
12.	Returnable documents must be chronologically indexed with a contents list.	
13.	When submitting the bid document, bidders must burn both a scanned PDF Copy of the completed bid document, Printed Pricing Schedule, attachments and the Microsoft Excel Soft copy Pricing Schedule on a USB marked with the company's name, bid number and bid description. All electronic data submitted must be an exact copy of the hard copy document. Any discrepancies between the electronic and the hard copy may invalidate the bid.	

**T.2.2.1. 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:**

No.	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Tenderer \_\_\_\_\_

**T.2.2.2. PROPOSED AMENDMENTS AND QUALIFICATIONS**

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

Page	Clause or item	Proposal

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

*Tenderer* \_\_\_\_\_

The Tenderer's attention is drawn to clause 5.8 of SANS 10845-3 regarding the employer's handling of material deviations and qualifications.

## T.2.2.3. COMPULSORY DECLARATION

The following particulars must be furnished. In the case of a joint venture, separate declaration in respect of each partner must be completed and submitted.

## Section 1: Enterprise Details

Name of enterprise:	
Contact person:	
Email:	
Telephone:	
Cell no	
Fax:	
Physical address	
Postal address	

## Section 2: Particulars of companies and close corporations

Company / Close Corporation registration number	
---	--

## Section 3: SARS Information

Tax reference number	
VAT registration number:	(State if not registered for VAT)

## Section 4: CIDB registration number : N/A

## Section 5: National Treasury Central Supplier Database

Supplier Number/ Unique registration reference number	
---	--

## Section 6: Particulars of principals

**principal:** means a natural person who is a partner in a partnership, a sole proprietor, a director of a company established in terms of the Companies Act of 2008 (Act No. 71 of 2008) or a member of a close corporation registered in terms of the Close Corporation Act, 1984, (Act No. 69 of 1984).

Full name of principal	Identity number	Personal tax reference number

Attach separate page if necessary

**Section 7: Record in the service of the state**

Indicate by marking the relevant boxes with a cross, if any principal is currently or has been within the last 12 months in the service of any of the following:

<input type="checkbox"/> a member of any municipal council	<input type="checkbox"/> an employee of any department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act of 1999 (Act No. 1 of 1999)
<input type="checkbox"/> a member of any provincial legislature	<input type="checkbox"/> a member of an accounting authority of any national or provincial public entity
<input type="checkbox"/> a member of the National Assembly or the National Council of Province	<input type="checkbox"/> an employee of Parliament or a provincial legislature
<input type="checkbox"/> a member of the board of directors of any municipal entity	
<input type="checkbox"/> an official of any municipality or municipal entity	

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

Name of principal	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)		
		Current	Within last 12 months	12 months

\*insert separate page if necessary

**Section 8: Record of family member in the service of the state**

**family member:** a person's spouse, whether in a marriage or in a customary union according to indigenous law, domestic partner in a civil union, or child, parent, brother, sister, whether such a relationship results from birth, marriage or adoption

Indicate by marking the relevant boxes with a cross, if any family member of a principal as defined in section 5 is currently or has been within the last 12 months been in the service of any of the following:

<input type="checkbox"/> a member of any municipal council	<input type="checkbox"/> 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)
<input type="checkbox"/> a member of any provincial legislature	<input type="checkbox"/> a member of an accounting authority of any national or provincial public entity
<input type="checkbox"/> a member of the National Assembly or the National Council of Province	<input type="checkbox"/> an employee of Parliament or a provincial legislature
<input type="checkbox"/> a member of the board of directors of any municipal entity	
<input type="checkbox"/> an official of any municipality or municipal entity	

Name of family member	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 9: Record of termination of previous contracts with an organ of state**

Was any contract between the tendering entity including any of its joint venture partners terminated during the past 5 years for reasons other than the employer no longer requiring such works or the employer failing to make payment in terms of the contract.

Yes       No (Tick appropriate box)

If yes, provide particulars (interest separate page if necessary)

**Section 10: Declaration**

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the tendering entity confirms that the contents of this Declaration are within my personal knowledge, and save where stated otherwise in an attachment hereto, are to the best of my belief both true and correct, and:

- i) neither the name of the tendering entity or any of its principals appears on:
  - a) the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004 (Act No. 12 of 2004)
  - b) National Treasury's Database of Restricted Suppliers (see [www.treasury.gov.za](http://www.treasury.gov.za))
- ii) neither the tendering entity or any of its principals has within the last five years been convicted of fraud or corruption by a court of law (including a court outside of the Republic of South Africa);
- iii) any principal who is presently employed by the state has the necessary permission to undertake remunerative work outside such employment (attach permission to this declaration);
- iv) the tendering entity is not associated, linked or involved with any other tendering entities submitting tender offers
- v) has not engaged in any prohibited restrictive horizontal practices including consultation, communication, agreement, or arrangement with any competing or potential tendering entity regarding prices, geographical areas in which goods and services will be rendered, approaches to determining prices or pricing parameters, intentions to submit a tender or not, the content of the submission (specification, timing, conditions of contract etc) or intention to not win a tender;
- vi) has 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;
- vii) neither the tenderer or any of its principals owes municipal rates and taxes or municipal service charges to any municipality or a municipal entity and are not in arrears for more than 3 months;
- viii) SARS may, on an on-going basis during the term of the contract, disclose the tenderer's tax compliance status to the Employer and when called upon to do so, obtain the written consent of any subcontractors who are subcontracted to execute a portion of the contract that is entered into in excess of the threshold prescribed by the National Treasury, for SARS to do likewise.

Signed

Date

Name

Position

Enterprise

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

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

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

Name of bidder ..... Bid number: LDPWRI-B/20600

Closing Time 11:00 Closing date: 23/02/2026

**OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID**

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
----------	----------	-------------	---

- Required by: .....
- At: .....
- Brand and model .....
- Country of origin .....
- Does the offer comply with the specification(s)? \*YES/NO
- If not to specification, indicate deviation(s) .....
- Delivery period after receipt of an official order .....
- \*Delivery: Firm/not firm
- Delivery basis .....

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

\*\* "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

\*Delete if not applicable

### T.2.2.5. SBD 4: BIDDER'S DISCLOSURE

#### 1. PURPOSE OF THE FORM

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

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

#### 2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

2.2.1. If so, furnish particulars:

.....  
.....

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

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

**3 DECLARATION**

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

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

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

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

**T.2.2.6. SBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022****PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022**

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

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

---

**1. GENERAL CONDITIONS**

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

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

**1.2 To be completed by the organ of state**

*(delete whichever is not applicable for this tender).*

**a)** The applicable preference point system for this tender is the 80/20 preference point system.

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

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

**1.4 To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

### 3.2.1. POINTS AWARDED FOR PRICE

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

$$P_S = 80 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right) \text{ or } P_S = 90 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

P<sub>max</sub> = 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 claimed (90/10 system) (To be completed by the tenderer)
Enterprises owned by People with Disabilities  <b>(Submit: Disability certificate issued by health professionals)</b>	1	
Enterprises owned by Women  <b>(Submit: Central Supplier Database (CSD))</b>	4	
Small, Medium and Micro Enterprises (SMMES).  <b>(Submit: Central Supplier Database (CSD))</b>	1	
Enterprises owned by Youth.  <b>(Central Supplier Database (CSD))</b>	1	
Enterprises located in Limpopo Province  <b>(Municipal Utility Bills or Lease Agreement or Proof of Residence from Tribal Authority/Municipal Council)</b>	3	

#### DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: .....

#### 4.5. TYPE OF COMPANY/ FIRM

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

**SIGNATURE(S) OF TENDERER(S)**

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

.....

.....

**T.2.2.7. PHASE 2: FUNCTIONALITY EVALUATION CRITERIA****T.2.2.7.1. Evaluation Schedule: Company Profile and Experience (10 POINTS)**

- a) The company profile must entail experience and track record of the company in Infrastructure Projects in the Infrastructure Environment (*contactable client references for each completed and evidence i.e. letter of award, practical completion certificates for completed projects and the own company profile detailing item c) below*).
- b) The company experience must bear the name of the bidding company.
- c) Bidders, especially in the built environment specialists in the organisation must demonstrate the following in their own company profiles: -
  - Experience in design, documentation, procurement and supervision of infrastructure projects. Maximum score to be awarded to built-environment specialists that singularly or jointly have designed and supervised a major infrastructure project with multi-million rands value.
  - Experience in the preparation, planning, design and execution of at least five infrastructure projects.
  - Experience in condition assessments, planning, procurement and management of infrastructure maintenance projects. Maximum score to be awarded to built environment specialists that singularly or jointly have managed the implementation of regional maintenance projects.
  - Experience in Infrastructure Planning, Infrastructure Master Plans and the preparation of Strategic Briefs.
  - Demonstrable evidence of ability to conceptualise technology advancements and integrating these into infrastructure design.
  - Experience in the planning and execution of infrastructure commissioning and related processes including infrastructure management systems, building management systems, infrastructure technology systems and organizational development systems.

Tenderers in presenting their experience, should be able to demonstrate their ability to implement projects from Inception stage to Close out stage

Stage 1 - Inception

Stage 2 - Concept & viability

Stage 3 - Design Development

Stage 4 - Documentation & Procurement

Stage 5 - Contract Administration & Inspection

Stage 6 - Close Out

Points are allocated for relevant experience of bidders who implemented Built-Environment projects.

Bidders should be able demonstrate an ability to implement and manage the multidisciplinary projects cost effectively, timeously and of good quality in their presentations of their experiences.

d) In addition to an own company profile, bidders must complete the Departmental provided company profile template herein referred to as Annexure A: Portfolio of Current and Completed Contracts

FOL	CRITERIA	WEIGHT	ELEMENT BREAKDOWN	VALUES
A	Experience of bidder in implementation of Infrastructure projects in Built-Environment projects	10	<b>Bidder has successfully implemented Infrastructure Projects in the Built Environment as follows:</b>	
			5 and more projects	<b>Excellent (5)</b>
			4 Projects	<b>Very good (4)</b>
			3 Projects	<b>Good (3)</b>
			2 Projects	<b>Average (2)</b>
			1 Project	<b>Poor (1)</b>
			No Information provided	<b>Very Poor (0)</b>

#### T.2.2.7.2. Evaluation Schedule: Financial Capacity (20 POINTS)

The financial capacity of the Bidder(s) shall be tested through either of the following documents:

- Proof of support from a (National Credit Regulator) NCR registered Financial Services Provider/Financial Institution on primary funding when the tender is successfully awarded.
- Proof of capacity to self-fund (latest 3 months Company Bank Statement) and/or audited and signed annual financial statements prepared by a registered auditor.

FOL	CRITERIA	WEIGHT	ELEMENT BREAKDOWN	VALUES
B	Financial Capacity of the Bidder	20	<b>An undertaking by financial institution to provide a Revolving Credit to the bidder in the event a bidder is awarded contract or Proof of overdraft facility in the name of business or alternatively proof of company capability to self-fund to the value indicated below:</b>	
			R 20 000 001 and Above	<b>Excellent (5)</b>
			R 10 000 001 To R 20 000 000	<b>Very good (4)</b>
			R 5 000 001 To R 10 000 000	<b>Good (3)</b>
			R 1 000 001 To R 5 000 000	<b>Average (2)</b>
			R 500 000 To R 1 000 000	<b>Poor (1)</b>
			No proof of financial capacity submitted	<b>Very Poor (0)</b>

**T.2.2.7.3 Evaluation Schedule: Quality Control/Quality Assurance (10 POINTS)**

Points are allocated for bidders that produce a valid Quality Control/Quality Assurance Certificate ISO 9001

FOL	CRITERIA	WEIGHT	ELEMENT BREAKDOWN		VALUES
C	Quality Control Systems (Attachment of Valid QMS certification)	10	<b>Availability of quality management systems</b>		
			ISO 9001		<b>Excellent (5)</b>
			In House QC/QA		<b>Good (3)</b>
			No quality Control/ No Information submitted		<b>Very Poor (0)</b>

**T.2.2.7.4. Evaluation Schedule: Approach and Methodology Paper (20 POINTS)**

Based on their recent past experience, Tenderers must demonstrate their understanding and appreciation/appraisal of infrastructure related tasks and give an indication of how various tasks will be achieved.

Maximum points will be awarded to those that demonstrate good understanding of the assignment and what is needed in the Limpopo Department of Public Works, Roads and Infrastructure. The team must demonstrate competency in conducting the following:

- Community Profiling
- Stakeholder engagements
- Needs/Situational assessment and analysis
- Cluster analysis
- Provincial/District Performance Analysis
- Understanding of infrastructure delivery Statutory and Regulatory requirements

Points are allocated for approach and methodology that must be submitted by the Tenderers.

Points will be awarded in terms of the following table headings.

- a) Description and performance
- b) Project planning, monitoring and evaluation
- c) Understanding of infrastructure Delivery Statutory and Regulatory requirements
- d) Understanding National and International infrastructure delivery standards and norms
- e) Understanding of infrastructure design approach within built environment
- f) Understanding the needs of Built Environment Professionals and application of best practices within the Built Environment
- g) Project close out and commissioning
- h) Document and process management
- i) Financial management
- j) Procurement management
- k) Contract Administration

- l) Programme and Project management
- m) Project identification and feasibility process
- n) Project based Capacity building

FOL	CRITERIA	WEIGHT	ELEMENT BREAKDOWN	VALUES
D	Approach and Methodology Paper	20	Demonstrated understanding and appreciation/appraisal of infrastructure related tasks and give an indication of how various tasks will be achieved.	
			The proposed approach and methodology exceeds requirements, is fully evidenced, customized to the project, adds value, benefits and activities are clear, logical, demonstrates practical innovation and a high level of understanding of the project deliverables, with full confidence in capacity to deliver.	Excellent (5)
			The proposed approach and methodology meets all requirements while providing fully evidenced additional value and activities are clear, logical and demonstrate an understanding of the project deliverables and time frames.	Very Good (4)
			The proposed approach and methodology meets minimum requirements and provides adequate information/ evidence that the minimum requirements can be satisfied.	Good (3)
			The proposed approach and methodology is generic and fails to provide adequate information/ evidence that the minimum requirements can be satisfied	Average (2)
			Submission is irrelevant	Poor (1)
			No submission	Very Poor (0)

**T.2.2.7.5. Evaluation Schedule: IT Resources (10 POINTS)**

**The PSP either singly or in a Joint Venture must demonstrate and proof ownership for various design(Licenses), GIS and data software as follows:**

FOL	CRITERIA	WEIGHT	ELEMENT BREAKDOWN	VALUES		
E	Availability of IT resources	5	The PSP demonstrated proof of ownership for various software Licenses, GIS and data software such as: -			
			<ul style="list-style-type: none"> <li>• Computer Aided Designs Software (e.g AutoCADD, Revit, Archicadd, 3Dmax and other related software)</li> <li>• WinQS/ QS+</li> <li>• Microsoft Office Suite inclusive of Microsoft Office Projects</li> <li>• InDesign</li> <li>• GIS software, etc</li> </ul>			
			more than 4 discipline based license	Excellent (5)		
			4 discipline based license	Very Good (4)		
			3 discipline based license	Good (3)		
			2 discipline based license	Average (2)		
			1 discipline based license	Poor (1)		
No Information provided				Very Poor (0)		
<b>TOTAL FUNCTIONALITY POINTS</b>						

**T.2.2.7.1.6. Evaluation Schedule: Evaluation on Locality (5 POINTS)**

FOL	CRITERIA	WEIGHT	ELEMENT BREAKDOWN	VALUES
F	Locality of The Bidder (Submit Lease agreement, proof of ownership and proof of municipal rates not less than than three recent months old)	5	Demonstrated presence in Limpopo Province, especially Polokwane by proving copies of lease agreements and/proof of ownership, municipal rates for the recent three months prior to the closing date of this bid	
			Head Office based in Polokwane	Excellent (5)
			Branch/ Operational office in Polokwane	Very Good (4)
			Head Office based in Limpopo province	Good (3)
			Branch/ Operational office based in Limpopo province	Average (2)
			Office based outside Limpopo Province in South Africa	Poor (1)
			Office Based Outside South Africa	Very Poor (0)

**T.2.2.7.7. Evaluation Schedule: Qualifications, Skills and Experience of Key Personnel (30 Points)**

It is envisaged that the ITRU will be staffed by key professionals/staff, some to work on FULL-TIME basis and majority on AD-HOC basis (As and When required for specific tasks).

<b>G</b>	<b>Proposed Resource</b>	<b>Required Deployment</b>	<b>No. of Resources Required</b>	<b>Points Awarded</b>
	PROJECT TEAM LEADER	AD-HOC	1	7
	ASST TEAMLEADER/ PLANNER	AD-HOC	1	2
	TECHNICAL RESOURCE UNIT MANAGER	FULL-TIME	1	3
	PROJECT MANAGERS	AD-HOC	2	0.5 each= 1
	PROJECT ADMINISTRATOR	FULL-TIME	2	0.5 each= 1
	PMIS SYSTEMS SPECIALIST	AD-HOC	1	0.5
	PMIS ADMINISTRATOR	AD-HOC	2	0.5 each= 1
	MONITORING & OVERSIGHT SPECIALIST	AD-HOC	2	0.5
	TOWN PLANNER	AD-HOC	1	0.5
	QUANTITY SURVEYOR	AD-HOC	1	1
	GIS SPECIALIST	AD-HOC	1	0.5
	ARCHITECT	AD-HOC	1	2
	STRUCTURAL / CIVIL ENGINEER	AD-HOC	1	2
	MECHANICAL ENGINEER	AD-HOC	1	2
	ELECTRICAL ENGINEER	AD-HOC	1	2
	GEO-HYDROLOGIST	AD-HOC	1	1
	GEOTECHNICAL ENGINEER	AD-HOC	1	0.5
	DATA MINING/ANALYST	AD-HOC	1	0.5
	DATA CAPTURER	AD-HOC	1	0.5
	RISK SPECIALIST	AD-HOC	1	0.5
	OCCUPATIONAL HEALTH AND SAFETY SPECIALIST	AD-HOC	1	1
	SOCIAL FACILITATION SPECIALIST	AD-HOC	1	0.5
	LEGAL ADVISOR (CONSTRUCTION LAW SPECIALIST)	AD-HOC	1	0.5

Points are allocated for professional qualifications, professional registration and experience of allocated key personnel for the project under consideration. Full qualification, accreditation and experience requirement for each resource are stipulated in C3.2 DETAILED SCOPE OF WORK under C3.2.1. for each key personnel allocated to the project, the bidders should submit the following:-

- Curriculum Vitae as per format attached (Annexure B)
- Certified proof of qualifications
- Certified proof professional registration.

ATTACH the abridged CV of each individual using the attached Template (Annexure B).

## THE CONTRACT

### PART C1: AGREEMENTS AND CONTRACT DATA

#### C1.1 Form of offer and acceptance

Note: 1. *This form of offer and acceptance is identical to that contained in Annex G of SANS 294:2004, Construction Procurement Processes, Procedures and Methods.*  
2. *SAICE's Practice Manual #1, The use of South African National Standards in Construction Procurement, provides guidance on the formulation of the wording for the actual offer where it is not based on the offered total of prices.*

#### Offer

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

**LDPWRI-B/20600: PROVISION OF PROFESSIONAL SERVICES AS AN INFRASTRUCTURE TECHNICAL RESOURCE UNIT (ITRU) FOR THE LIMPOPO DEPARTMENT OF PUBLIC WORKS, ROADS AND INFRASTRUCTURE FOR A PERIOD OF THIRTY-SIX (36) MONTHS.**

The tenderer, identified in the offer signature block, has examined the documents listed in the Tender Data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the Service Provider under the Contract including compliance with all its terms and conditions according to their true intent and meaning for remuneration to be determined in accordance with the conditions of Contract identified in the Contract Data.

**THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS**

R ..... (In figures)

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

..... Rand (in words)

**Should there be a discrepancy between the amount in figures and the amount in words, then the amount in figures shall govern.**

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 Service Provider in the conditions of Contract identified in the Contract Data.

Name of the Organization	Address of the Organization

**Signature of tenderer**

Name of representative	Signature	Date

**Witnessed by:**

Name of witness	Signature	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 Service Provider the amount due in accordance with the conditions of Contract identified in the Contract Data. Acceptance of the tenderer's offer shall form an agreement between the Employer and the tenderer upon the terms and conditions contained in this agreement and in the Contract that is the subject of this agreement.

The terms of the Contract are contained in:

- Part C1: Agreements and Contract Data, (which includes this agreement)
- Part C2: Pricing Data
- Part C3: Scope of Services
- Part C4: Site information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C3 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto as 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 set documents are valid unless contained in this schedule.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of Contract identified in the Contract Data. 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, if sent by registered post, 4 days from the date on which it was posted, if delivered by hand, on the day of delivery, provided that it has been delivered during ordinary business hours, or if sent by fax, the first business day following the day on which it was faxed. Unless the tenderer (now Service Provider) within seven working days of the date of such submission notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

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**For the employer**

Name of signatory	Signature	Date
<b>Name of Organization:</b>	Limpopo Department of Public Works, Roads and Infrastructure, Works Towers, 43 Church (Street) POLOKWANE, 0700	

**Witnessed by:**

Name of witness	Signature	Date

**Schedule of Deviations****Notes:**

1. *The extent of deviations from the tender documents issued by the Employer before 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.*

**1.1.1. Subject:**

Detail:

**1.1.2. Subject:**

Detail:

**1.1.3. Subject:**

Detail:

**1.1.4. Subject:**

Detail:

**1.1.4. Subject:**

Detail:

1.1.5. Subject:
Detail:

By the duly authorised representatives signing this agreement, 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 changes 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.

## C1.2 Contract data

### C1.2.1 Standard Professional Services Contract

Bidders to note that the Standard Professional Services Contract, Third Edition of CIDB document 1014, July 2009 is applicable to this bid.

The Standard Professional Services Contract are to be used with the contract documentation format as prescribed by the Construction Industry Development Board in the Standard for Uniformity in Construction Procurement and in conjunction with SANS1921 to set out the requirements and constraints relating to the manner in which the contract works is to be performed.

#### C1.2.1 Data Provided by the Employer

The General Conditions of Contract in the Standard Professional Services Contract (July 2009) make several references to the Contract Data for details that apply specifically to this tender. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.

Each item of data given below is cross-referenced to the clause in the General Conditions of Contract to which it mainly applies.

Clause	
1	The Employer is the <b>Government of the Republic of South Africa in its LIMPOPO DEPARTMENT OF PUBLIC WORKS, ROADS AND INFRASTRUCTURE</b>
1	The Project is: <b>LDPWRI...: PROVISION OF PROFESSIONAL SERVICES AS AN INFRASTRUCTURE TECHNICAL RESOURCE UNIT (ITRU) FOR THE LIMPOPO ACADEMIC COMPLEX PROGRAM IN THE LIMPOPO DEPARTMENT OF PUBLIC WORKS, ROADS AND INFRASTRUCTURE FOR A PERIOD OF THIRTY-SIX (36) MONTHS.</b>

3.4 and 4.3.2	The authorised and designated representative of the Employer is the departmental project manager, details of whom are as indicated in T1.1 Notice and Invitation to Tender under item T1.1.6.
3.5	<b>The Services shall be executed in the Service Provider's own office and on the Project site as described in item C3 Scope of Work. No portion of the work may be performed by a person employed by the State. No portion of the work may be sublet to any other person or persons without the prior written approval of the Employer.</b>
3.12.1	Period of Performance shall be sub dividable in separate target dates according to the programme to be submitted in terms of clause 3.14 hereof. A Penalty amount of R2500.00 per day will be applicable per target date, to a maximum equal to R45 000, after which the contract may be terminated.
3.14	The Period of Performance is from inception of this Contract until 36 months from the date of a work order, as and when the need arises. The Service Provider has completed all Deliverables in accordance with the Scope of Services.
3.15	<p><u>For fees stipulated as "time based" in C2.1 Pricing Instructions, C2.1.1.1: Project Execution Plan (PEP):</u></p> <p>A PEP for the performance of the Service shall be submitted by the Service Provider, to the departmental project manager, within a period of two (2) weeks following the briefing meeting.</p> <p>In the event of the Employer not being satisfied with the submitted PEP, the Parties will negotiate in good faith towards a PEP that will be agreeable to both. Such an agreed-upon PEP will form the basis for the management of the appointment and remuneration purposes. Should circumstance change from the initial briefing, the Service Provider and the Employer will negotiate a revised PEP to satisfy such change(s). Should the Parties fail to reach agreement on the PEP or revised PEP, the matter will be dealt with in terms of clause 12.1.2 of the General Conditions of Contract (appendix B). Should the mediation process fail, the Contract will be deemed to have been mutually terminated and any reasonable fees accrued at that stage settled by the Employer.</p>
3.16.1	The indices are those contained in Table A of P0141 Consumer Price Index for the CPI for all services published by Statistics South Africa
4.1.1	<p><b>Briefing meeting:</b></p> <p>The departmental project manager shall arrange a briefing meeting, compulsory for all appointed Service Providers, as soon as practicable after the appointment of the professional team, or after the appointment of the core members of the professional team required to commence with the Services if not appointed at the same time, during which meeting the departmental project manager, together with any supporting advisors, will verbally brief the professional team comprehensively regarding the requirements of the project and the Scope of Services and hand over, to the Service Providers, all documentation relevant to the execution of the Service.</p>
4.4	Others providing Services on this Project may be appointed from time to time by LDPWRI

5.4.1	Minimum professional insurance cover of R 10 million, with the first amount payable not exceeding 5% of the value of indemnity, and/or personal liability – all as more comprehensively described in C1.2.3 Data provided by the Service Provider and in respect of which the Service Provider must provide data as required.
5.5	<p>The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions:</p> <ol style="list-style-type: none"> <li>1. Travelling for which payment will be claimed, as defined in C2.1.3 Travelling and subsistence arrangements and tariffs of charges;</li> <li>2. Travelling from service provider premises or offices will not be remunerated. Remuneration will be calculated from Limpopo LDPWRI , 43 Church Street, Polokwane.</li> <li>3. Deviate from the final programme as in clause 3.14 above;</li> <li>4. Deviate from the programme (delayed or earlier);</li> <li>5. Deviate from or change the Scope of Services;</li> <li>6. Change Key Personnel on the Service.</li> </ol>
8.1	The Service Provider is to commence the performance of the Services immediately after the Contract becomes effective and execution to be as per the programme in clause 3.14 above (see C3 Scope of Services).
8.4.3 (c)	The period is not to exceed 36 months.
9.1	Copyright of documents prepared for the Project shall be vested with the Employer.
12.1.2	Interim settlement of disputes is to be by mediation.
12.2.1	In the event that the Parties fail to agree on a mediator, the mediator is to be nominated by the president of the Association of Arbitrators (Southern Africa).
12.2.4 / 12.3.4	Final settlement is by litigation.
13.1.3	All partners in a joint venture or consortium shall carry the same professional indemnity insurance as per clause 5.4.1 of the General Conditions of Contract (appendix B).
13.4	Neither the Employer nor the Service Provider is liable for any loss or damage resulting from any occurrence unless a claim is formally made within 10 years from the date of termination or completion of the Contract.
13.6	The provisions of clause 13.6 do not apply to the Contract.
15	In respect of any amount owed by the Service Provider to the Employer, the Service Provider shall pay the Employer interest at the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act no1 of 1999).

### C1.2.3 Data provided by the Service Provider

Each item of data given below is cross-referenced to the clause in the General Conditions of Contract in the Standard Professional Services Contract (July 2009) to which it mainly applies.

Clause	
1	The Service Provider is the company, close corporation, natural person or partnership named in C1.1 Form of Offer and Acceptance by the bidder
5.3	The authorised and designated representative of the Service Provider is the person named by the bidder in this bid document.
5.4.1	<p><u>Indemnification of the Employer</u></p> <p>I, the undersigned, being duly authorized by the Service Provider, in terms of the completed resolution (PA-15.1 or PA-15.3)</p> <p>.....(Name of authorized person)</p> <p>hereby confirm that the Service Provider known as:</p> <p>.....(Legal name of entity tendering herein)</p> <p>tendering on the project:</p> <p>.....</p> <p>.....(Name of project as per C1.1 Form of offer and acceptance)</p> <p>holds professional indemnity insurance cover, from an approved insurer, duly registered with the Finance Services Board, of not less than <b>R10 million</b>, with the first amount payable not exceeding 5% of the value of indemnity. I further confirm that the Service Provider will keep such professional indemnity fully subscribed. I further confirm that should the professional indemnity insurance, with no knowledge of the Employer, be allowed to lapse at any time or in the event of the Service Provider cancelling such professional indemnity insurance, with no knowledge of the Employer, at any time or if such professional indemnity cover is not sufficient, then the Service Provider, (i) accepts herewith full liability for the due fulfilment of all obligations in respect of this Service; and (ii) hereby indemnifies, and undertakes to keep indemnified, the Employer in respect of all actions, proceedings, liability, claims, damages, costs and expenses in relation to and arising out of the agreement and/or from the aforesaid Service Provider's intentional and/or negligent wrongful acts, errors and/or omissions in its performance on this Contract.</p> <p>I confirm that the Service Provider undertakes to keep the Employer indemnified, as indicated above, beyond the Final Completion Certificate/Final Certificate by the Employer (whichever is applicable) for a period of ten (10) years after the issue of such applicable certificate.</p>
7.1.2	As an extension of the definitions contained in clause 1 hereof, Key Persons must, for the purposes of this Contract, include one or more of the professionally registered principal(s) of the Service Provider, <b>and/or</b> , one or more professional(s) employed to render professional services, for whom certified copies of certificates or other documentation clearly proving current professional registration with the relevant council, including registration numbers, must be included with the tender as part of the returnable documentation.

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The Key Persons and their jobs / functions in relation to the Services are:		
Name	Principal and/or employed professional(s)	Specific duties
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
7.2	A Personnel Schedule is not required.	

**GENERAL CONDITIONS OF CONTRACT****NOTES**

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- . The General Conditions of Contract will form part of all bid documents and may not be amended.
- . Special Conditions of Contract (SCC) relevant to a specific Bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

**TABLE OF CLAUSES**

1. Definitions
2. Applications
3. General
4. Standards
5. Use of contract document and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payments
17. Prices
18. Contract amendments
19. Assignment
20. Subcontractors
21. Delays in the supplier's performance
22. Penalties
23. Termination for default

24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

### General Conditions of Contract

<b>1. Definitions</b>	<p>The following terms shall be interpreted as indicated:</p> <p>1.1 <b>"Closing time"</b> means the date and hour specified in the bidding documents for the receipt of bids.</p> <p>1.2 <b>"Contract"</b> means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.</p> <p>1.3 <b>"Contract price"</b> means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.</p> <p>1.4 <b>"Corrupt practice"</b> means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.</p> <p>1.5 <b>"Countervailing duties"</b> are imposed in cases where an enterprise abroad is subsidised by its government and encouraged to market its products internationally.</p> <p>1.6 <b>"Country of origin"</b> means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognised new product results that is substantially different in basic characteristics or in purpose or utility from its components.</p> <p>1.7 <b>"Day"</b> means calendar day.</p> <p>1.8 <b>"Delivery"</b> means delivery in compliance of the conditions of the contract or order.</p> <p>1.9 <b>"Delivery ex stock"</b> means immediate delivery directly from stock actually on hand.</p> <p>1.10 <b>"Delivery into consignees store or to his site"</b> means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.</p> <p>1.11 <b>"Dumping"</b> occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.</p> <p>1.12 <b>"Force majeure"</b> means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.</p> <p>1.13 <b>"Fraudulent practice"</b> means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to</p>
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	<p>establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.</p> <p>1.14 "GCC" means the General Conditions of Contract.</p> <p>1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.</p> <p>1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.</p> <p>1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.</p> <p>1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.</p> <p>1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.</p> <p>1.20 "Project site," where applicable, means the place indicated in bidding documents.</p> <p>1.21 "Purchaser" means the organization purchasing the goods.</p> <p>1.22 "Republic" means the Republic of South Africa.</p> <p>1.23 "SCC" means the Special Conditions of Contract.</p> <p>1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.</p> <p>1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.</p>
2. Application	<p>2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p>
3. General	<p>3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.</p> <p>3.2 With certain exceptions, invitations to bid are only published in the Government Bid Bulletin. The Government Bid Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from <a href="http://www.treasury.gov.za">www.treasury.gov.za</a></p>
4. Standards	<p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p>
5. Use of contract documents and information; inspection.	<p>5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.</p>

	<p>5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.</p> <p>5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.</p> <p>5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.</p>
<b>6. Patent rights</b>	<p>6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.</p>
<b>7. Performance Security</b>	<p>7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.</p> <p>7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.</p> <p>7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:</p> <p>(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or</p> <p>(b) a cashier's or certified cheque</p> <p>7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.</p>
<b>8. Inspections, tests and analyses</b>	<p>8.1 All pre-bidding testing will be for the account of the bidder.</p> <p>8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.</p> <p>8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.</p> <p>8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.</p> <p>8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.</p> <p>8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.</p> <p>8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon,</p>

	<p>remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.</p> <p>8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.</p>
<b>9. Packing</b>	<p>9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.</p>
<b>10. Delivery and documents</b>	<p>10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.</p> <p>10.2 Documents to be submitted by the supplier are specified in SCC.</p>
<b>11. Insurance</b>	<p>11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.</p>
<b>12. Transportation</b>	<p>12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.</p>
<b>13. Incidental Services</b>	<p>13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <ul style="list-style-type: none"> <li>(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;</li> <li>(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;</li> <li>(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;</li> <li>(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and</li> <li>(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.</li> </ul> <p>13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.</p>
<b>14. Spare parts</b>	<p>14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:</p> <ul style="list-style-type: none"> <li>(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and</li> </ul>

	<p>(b) in the event of termination of production of the spare parts:</p> <ul style="list-style-type: none"> <li>(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and</li> <li>(ii) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.</li> </ul>
<b>15. Warranty</b>	<p>15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models and that, they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.</p> <p>15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.</p> <p>15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.</p> <p>15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.</p> <p>15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.</p>
<b>16. Payment</b>	<p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.</p> <p>16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p>
<b>17. Prices</b>	17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorised in SCC or in the purchaser's request for bid validity extension, as the case may be.
<b>18. Contract Amendments</b>	18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
<b>19. Assignment</b>	19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
<b>20. Subcontracts</b>	20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under these contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
<b>21. Delays in the supplier's performance</b>	<p>21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.</p> <p>21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the</p>

	<p>supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.</p> <p>21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.</p>
	<p>21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.</p>
	<p>21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.</p> <p>21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.</p>
<b>22. Penalties</b>	<p>22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.</p>
<b>23. Termination for default</b>	<p>23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:</p> <ul style="list-style-type: none"> <li>(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;</li> <li>(b) if the Supplier fails to perform any other obligation(s) under the contract; or</li> <li>(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.</li> </ul> <p>23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.</p> <p>23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.</p> <p>23.4 If a purchaser intends to impose a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than 14 days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated 24 days the purchaser may regard the intended penalty as not objected against and impose it on the supplier.</p> <p>23.5 Any restriction imposed on any person by the Accounting Officer/ Authority will, at the discretion of the Accounting Officer/ Authority, should be applicable to any other enterprise or nay partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first mentioned</p>

	<p>person, and with which enterprise or person the first mention person, is or was in the opinion of the AO/AA actively associated.</p> <p>23.6 If a restriction is imposed, the purchaser must, within 5 days of such imposition is imposed, the purchaser must within five (5) working days of such imposition, furnish the National Treasury, with the following information:</p> <ol style="list-style-type: none"> <li>The name and address of the supplier and / or person restricted by the purchaser;</li> <li>The date of commencement of the restriction;</li> <li>The period of restriction; and</li> <li>The reasons for the restriction.</li> </ol> <p>These details will be loaded in the National treasury's central database of suppliers or person prohibited from doing business with the public sector.</p> <p>23.7 If a court of law convicts a person on an offence as contemplated in section 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the register for Bid Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than 5 years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury's web-site.</p>
<p><b>24. Anti-dumping and countervailing duties and rights</b></p>	<p>24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.</p>
<p><b>25. Force Majeure</b></p>	<p>25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.</p> <p>25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.</p>
<p><b>26. Termination for insolvency</b></p>	<p>26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.</p>
<p><b>27. Settlement of Disputes</b></p>	<p>27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.</p> <p>27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.</p>

	<p>27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.</p> <p>27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.</p> <p>27.5 Notwithstanding any reference to mediation and/or court proceedings herein,</p> <ul style="list-style-type: none"> <li>(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and</li> <li>(b) the purchaser shall pay the supplier any monies due the supplier.</li> </ul>
<b>28. Limitation of Liability</b>	<p>28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;</p> <ul style="list-style-type: none"> <li>(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and</li> <li>(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment</li> </ul>
<b>29. Governing Language</b>	29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
<b>30. Applicable Law</b>	30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
<b>31. Notices</b>	<p>31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.</p> <p>31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.</p>
<b>32. Taxes and Duties</b>	<p>32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.</p> <p>32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.</p> <p>32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.</p>
<b>33. National Industrial Participation Programme (NIP)</b>	33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
<b>34. Prohibition of Restrictive practices</b>	<p>34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).</p> <p>34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may</p>

	<p>refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.</p> <p>34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.</p>
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**PART C2: PRICING DATA****C2.1 Pricing instructions****C2.1.1 Basis of remuneration, method of tendering and estimated fees:**

- C2.1.1.1 Professional fees for the Technical Resource Unit professional services will be paid as time based
- C2.1.1.2 The different rates for the different services in C2.2. Activity Schedule for Time Based Project Management Fees as set out below.

**C2.1.2 Remuneration for ITRU Professional Services**

- C2.1.2.1 Professional fees shall be calculated as follows for Services rendered by the Service Provider:

The different rates tendered for the different services in "C2.2 Activity Schedule for Time Based Project Management Fees", multiplied by the actual number of hours spent plus Value Added Tax, all according to the provisions under C2.1.3.

- C2.1.2.2 The amount tendered herein (C1.1) is for tender purposes only and will be amended according to the actual number of hours for each resource as basis of remuneration has been set at "time based" according to C2.1.1.1).

- C2.1.2.3 Reimbursable rates for typing, printing and duplicating work and forwarding charges as set out under C2.1.6 herein will be paid in full, irrespective of the percentage or rates tendered as referred to in C2.1.1.2 and C2.1.2.1 above.

- C2.1.2.4 Disbursements in respect of all travelling and related expenses (including all travelling costs, time charges and subsistence allowances related thereto) to the LIMPOPO DEPARTMENT OF PUBLIC WORKS, ROADS AND INFRASTRUCTURE will not be paid for separately. Bidders must make provision for and include all such costs in their tender when calculating the rates as described in C2.1.1.2 above.

The offices of the employer must be visited as often as the works require for the execution of all duties on the Project. The Service Provider must be available at 24 hours' notice to visit the site if so required.

However, when the Service Provider is requested in writing by or obtained prior approval in writing from the Employer to attend specific meetings at any of the Employer's other offices or any meetings on site or elsewhere, he will be remunerated according to the provisions under C2.1.3.2 to C2.1.3.6 herein.

For purpose of this bid, the bidder is required to provide an address in Polokwane from which all travel would be deemed to originate and will be considered as the bidder's office. Travelling cost will be refunded for the full distance covered per return trip measured from the office of the Service Provider appointed, upon the submission of proof of such travelling. The Service Provider is expected to provide a travel plan as part of the inception report.

- C2.1.2.5 All fee accounts must be accompanied by an updated original written certification by the quantity surveyor, if appointed, of the amount(s) on which fees are based. The

onus, however, rests on the Service Provider to calculate fees on the appropriate value and according to the correct fee scale, read in conjunction with this Contract.

- C2.1.2.6 All fee accounts need to be signed by a principal of the Service Provider and submitted in original format, failing which the accounts will be returned. Copies, facsimiles, electronic and other versions of fee accounts will not be considered for payment.
- C2.1.2.7 For all Services provided on a time basis, time sheets giving full particulars of the work, date of execution and time duration, should be submitted with each fee account.
- C2.1.2.8 Payments to the Service Provider will be made electronically according to the banking details furnished by the Service Provider. Any change in such banking details must be communicated to the departmental project manager timeously. Fee accounts, correct in all respects, will be deemed submitted when received by the Employer and settled when electronically processed by the Employer. The Employer reserves the right to dispute the whole account, any item or part of an item at any time and will deal with such case in terms of clause 14.3 of the Standard Professional Services Contract (appendix B).
- C2.1.2.9 Accounts for Services rendered may be submitted on the successful completion of each stage of work. Payment of accounts rendered will be subject to the checking thereof by the departmental project manager. The Employer reserves the right to amend the amounts claimed in order to conform to the rates stipulated in this Contract and make payment on the basis of the balance of the account in accordance with clause 14.3 of the Standard Professional Services Contract (appendix B).
- C2.1.2.10 Fee accounts shall be submitted on the Employer's prescribed format, obtainable on the Employer's Website: <http://www.publicworks.gov.za/> under "Consultants Guidelines".

### C2.1.3 Travelling and Subsistence Arrangements and Tariffs of Charges

#### C2.1.3.1. General:

The most economical mode of transport to be used taking into account the cost of transport, subsistence and time. Accounts not rendered in accordance herewith may be reduced to an amount determined by the Employer.

As the tariffs referred to hereunder are adjusted from time to time, accounts must be calculated at the tariff applicable at the time of the expenditure.

Where journeys and resultant costs are in the Employer's opinion related to a Service Provider's malpractices/ mal-performance, maladministration or failure, in terms of this Contract, to properly document or co-ordinate the work or to manage the Contract, no claims for such costs will be considered.

C2.1.3.2 **Travelling time** to attend meetings and any other related activities at the appointing office of the Employer will not be reimbursed and is deemed included in the hourly rates tendered for Personnel. In all other cases travelling time will be fully reimbursed.

C2.1.3.3 **Travelling costs** to attend meetings and any other related activities at the appointing office of the Employer will not be reimbursed and are deemed included in the hourly rates tendered for personnel. In all other cases travelling costs will be reimbursed at the rates set out in Table 3 in the "Rates for Reimbursable Expenses" obtainable from the Department of Public Works website: [www.publicworks.gov.za](http://www.publicworks.gov.za).

Except for travelling as described in the previous paragraph, travelling costs will be refunded for the full distance covered per return trip measured from the office of the Service Provider appointed.

Compensation for the use of private motor transport will be in accordance with the Government tariff for the relevant engine swept volume, up to a maximum of 1600 cubic centimetres, prescribed from time to time and as set out in Table 3 in the "Rates for Reimbursable Expenses" obtainable from the Department of Public Works website: [www.publicworks.gov.za](http://www.publicworks.gov.za).

C2.1.3.4 In cases where use is made of hired vehicles, the most economical sized vehicle available is to be used but compensation shall nevertheless be restricted to the cost of a hired car not exceeding a capacity of 1300 cc. Where use of a special vehicle is essential (e.g. four track or minibus to accommodate more people), prior approval in writing must be obtained from the Employer.

C2.1.3.5 The subsistence allowances are as set out in Tables 4 and 5 in the "Rates for Reimbursable Expenses" obtainable from the Department of Public Works website: [www.publicworks.gov.za](http://www.publicworks.gov.za).

Only actual costs are payable in respect of absence from office of less than 24 hours.

Should the daily tariff as set out in Table 4 be inadequate, substantiated actual costs plus a special daily allowance as shown in Table 5 for incidental expenses, and may be claimed. It must be noted that claims may only be according to Table 4 or Table 5. Accommodation should be limited to the equivalent of a three star hotel and no alcoholic beverages or entertainment costs may be claimed for.

**C2.1.3.6 Fee accounts shall be submitted in an acceptable format.**

All fee accounts shall be signed by a principal of the Service Provider and submitted in original format, failing which the accounts will be returned. Copies, facsimiles, electronic and other versions of fee accounts will not be considered for payment.

Time sheets giving full particulars of the work, date of execution and time duration, should be submitted with each fee account.

Payments to the Service Provider will be made electronically according to the banking details furnished by the Service Provider. Any change in such banking details must be communicated to the Employer timeously. Fee accounts, correct in all respects, will

be deemed submitted when received by the Employer and settled when electronically processed by the Employer. The Employer reserves the right to dispute the whole account, any item or part of an item at any time and will deal with such case in terms of clause 14.3 of the General Conditions of Contract.

Accounts for Services rendered may be submitted on the successful completion of an assignment. Interim accounts will be considered during the execution of the assignments but not more frequent than monthly except if otherwise agreed between the authorised and designated representative of the Service Provider and the Employer. Payment of accounts rendered will be subject to the checking thereof by the Employer. The Employer reserves the right to amend the amounts claimed in order to conform to the rates stipulated in this Contract and make payment on the basis of the balance of the account in accordance with clause 14.3 of the General Conditions of Contract.

- C2.1.3.7 The Employer reserves the right to set off against any amount payable to the Service Provider, any sum owed by the Service Provider to the Employer in respect of this or any other project.
- C2.1.3.8 Typing, printing and duplicating work and forwarding charges Reimbursable rates

The costs of typing, printing and duplicating work in connection with the documentation which must be of necessity be done, except those which must in terms of the relevant Manual or other instructions be provided free of charge, shall be reimbursable at rates applicable at the time of the execution of such work. The document "Rates for Reimbursable Expenses" as amended from time to time and referred to below, is obtainable on the Website: <http://www.publicworks.gov.za/> under "Documents"; "Consultants Guidelines"; item1.

#### **Typing and duplicating**

If the Service Provider cannot undertake the work himself, he may have it done by another service provider which specialises in this type of work and he shall be paid the actual costs incurred upon submission of statements and receipts which have been endorsed by him confirming that the tariff is the most economical for the locality concerned.

If the Service Provider undertakes the work himself, he shall be paid in respect of actual expenses incurred subject to the maximum tariffs per A4 sheet as set out in Table 1 in the Department of Works "Rates for Reimbursable Expenses".

Typing and duplicating expenses shall only be refunded in respect of the final copies of the following documents namely formal reports, formal soil investigation reports, specifications, feasibility reports, bills of quantities, material lists, minutes of site meetings and final accounts. The cost of printed hard covers

shall only be paid in respect of documents which will be made available to the public such as bills of quantities and specifications or where provision of hard covers is specifically approved.

The typing of correspondence, appendices and covering letters are deemed to be included in the time- based fees paid.

#### Drawing duplication

- (a) For drawing duplication the standard rate as set out in Table 2 in the "Rates for Reimbursable Expenses" may be claimed or may be claimed according to the provisions as in (b) or (c) below.
- (b) If the Service Provider undertakes the duplication of drawings, using his own duplication equipment, he shall be paid the actual cost incurred on condition that it is not higher than the lowest of three quotations of local firms doing drawing duplication in his locality. Such quotations must accompany his account.
- (c) If the Service Provider does not undertake his own drawing duplication, he shall be paid the lowest of three quotations of local firms doing plan printing in his locality. Such quotations must accompany his account.
- (d) Should there not be three firms doing drawing duplication in his locality, it must be mentioned on his account and the available quotation(s) must then accompany the account.

(The cost of providing all polyester negative prints required to form part of the original set of drawings, as- built drawings including computer assisted drawing records for all facets/disciplines involved in the project are included in the tendered fees and will not be reimbursed separately.)

#### Forwarding charges

- (a) Only the charges in respect of the forwarding of parcels by courier or air freight on special request by the Employer will be refunded, provided that such charges will not be refunded if the request had been made as a result of a delay caused by the Service Provider.
- (b) The cost of postage, facsimile transmissions, telephone calls, e-mails, etc, is deemed to be included in the value based fees and time based fees paid.

#### C2.1.3.6 OUT CLAUSE

The Department of Public Works, Roads and Infrastructure reserves the right to:-

1. **Reduce the scope of the work.**
2. **To terminate the contract and compensate only for services rendered until date of termination.**

#### C2.1.3.7 Please note: the bidder must allow for rates for:

- a) Technicians that are required to support the professionals above, for purposes of drafting plans, fieldwork, design etc.
- b) Office Administrators – filing, document compilation, minute taking and general administrative tasks.

**C2.2 Bills of quantities (Pricing Proposals)****Activity Schedule for Time Based Project Management Fees**

Proposed Resource	Required Deployment	A No. of Resources Required	B Tendered Hourly Rate	C Estimated Hours Per Week	D Estimated No. Of Weeks	E Estimated Total 36 Months AxBxCxD
PROJECT TEAM LEADER	AD-HOC	1	R	16	132	R
ASST TEAMLEADER/ PLANNER	AD-HOC	1	R	8	132	R
TECHNICAL RESOURCE UNIT MANAGER	FULL-TIME	1	R	40	132	R
PROJECT MANAGERS	AD-HOC	2	R	16	132	R
PROJECT ADMINISTRATOR	FULL-TIME	2	R	40	132	R
PMIS SYSTEMS SPECIALIST	AD-HOC	1	R	8	132	R
PMIS ADMINISTRATOR	AD-HOC	2	R	16	132	R
MONITORING & OVERSIGHT SPECIALIST	AD-HOC	2	R	16	132	R
TOWN PLANNER	AD-HOC	1	R	4	132	R
QUANTITY SURVEYOR	AD-HOC	1	R	24	132	R
GIS SPECIALIST	AD-HOC	1	R	16	132	R
ARCHITECT	AD-HOC	1	R	24	132	R
STRUCTURAL / CIVIL ENGINEER	AD-HOC	1	R	24	132	R
MECHANICAL ENGINEER	AD-HOC	1	R	24	132	R
ELECTRICAL ENGINEER	AD-HOC	1	R	24	132	R
GEO-HYDROLOGIST	AD-HOC	1	R	8	132	R
DATA MINING/ANALYST	AD-HOC	1	R	8	132	R
DATA CAPTURER	AD-HOC	1	R	16	132	R
RISK SPECIALIST	AD-HOC	1	R	8	132	R
FINANCIAL AUDITORS	AD-HOC	1	R	16	132	R
OCCUPATIONAL HEALTH AND SAFETY SPECIALIST	AD-HOC	1	R	8	132	R
SOCIAL FACILITATION SPECIALIST	AD-HOC	1	R	8	132	R
LEGAL ADVISOR (CONSTRUCTION LAW SPECIALIST)	AD-HOC	1	R	4	132	R
<b>Subtotal</b>					<b>R</b>	
<b>Establishment of ITRU Office and other resources (Fixed Costs)</b>					<b>R</b>	
<b>Subtotal</b>					<b>R</b>	
<b>Add 15% VAT</b>					<b>R</b>	
<b>Total Bid Price Inclusive of VAT</b>					<b>R</b>	

**NOTE 1** Total Bid Price (Total Financial Offer) for Time Based Fees (Total forecast of Time based Charges and 15% Vat), must be carried over to C1.1 Form of Offer and

*Acceptance. Failure to carry this over to the Form of Offer and Acceptance will render the tender non-responsive.*

- 2 *The department will enter into a SLA with the successful service provider for every project budgeted under the design and project management item on the pricing schedule.*
- 3 *The additional services items will be utilised by means of a three-quotation system for services not listed on the document.*

**PART C3: SCOPE OF WORK****C3 Scope of work****C3.1 Objectives/Purpose of this Bid**

The purpose of this bid is to invite companies with a solid and demonstrable experience and track record to submit bids for the Provision of Professional Services as an **INFRASTRUCTURE TECHNICAL RESOURCE UNIT (ITRU)** for the **LIMPOPO DEPARTMENT OF PUBLIC WORKS, ROADS AND INFRASTRUCTURE** for a period of **THIRTY-SIX (36) months**.

To integrate infrastructure planning and delivery systematically, and infrastructure programming to real time data analysis for sustainable development.

The LDPWRI requires a ITRU to plan, manage and deliver its infrastructure programmes and projects **on an as and when the need arises basis**.

**C3.1.1 Background**

The LDPWRI intends to outsource some of its planning, implementation, monitoring and supervising of programme and projects to an Infrastructure Technical Resource Unit (ITRU) to be based in Polokwane to the bidder's account for the duration of the contract.

The Infrastructure Technical Resource Unit (ITRU) will be deployed as required on an as and when the need arises basis. Resources will individually and collectively provide targeted technical, systems and administrative support to the identified infrastructure work being executed under the Department. The ITRU will address the department's need to comply with requirements of the CIDB, IDMS and FIDPM and support governance and oversight functions required to execute infrastructure projects and programmes in an objective, consistent and timely manner.

The office will be manned by both Part-time and Full-time personnel. Furthermore, the office will be required to have in-house capacity to deploy professional personnel on AD-HOC time basis or through "value-based contracting/consulting model". The value based professional services will be contracted using the gazetted fee tariffs by the Department of Public Works as amended.

It is planned for the proposed ITRU to support the following processes required for delivery of infrastructure:

- a) Implementation of standard and best practices in line with the CIDB and IDMS.
- b) Alignment and planning of infrastructure investment to deliver on departmental policy.
- c) Delivery of projects with predictable consistency, efficiency and success.
- d) Provision of up-to-date and accurate status and financial reporting to executive leadership.
- e) Improvement in technical oversight, general integration and stakeholder satisfaction.
- f) Long-term cost savings through improved management, limited project failures and high return on investment.
- g) Integrated Infrastructure Planning and Delivery of Programmes and Projects

### C3.2 DETAILED SCOPE OF WORK

**C3.2.1 The scope of services will be the Provision of Professional Services as an INFRASTRUCTURE TECHNICAL RESOURCE UNIT (ITRU) in the LIMPOPO DEPARTMENT OF PUBLIC WORKS, ROADS AND INFRASTRUCTURE comprised of, but not limited to the following team:**

Proposed Resource	Required Deployment	No. of Resources Required
PROJECT TEAM LEADER	AD-HOC	1
ASST TEAMLEADER/ PLANNER	AD-HOC	1
TECHNICAL RESOURCE UNIT MANAGER	FULL-TIME	1
PROJECT MANAGERS	AD-HOC	2
PROJECT ADMINISTRATOR	FULL-TIME	2
PMIS SYSTEMS SPECIALIST	AD-HOC	1
PMIS ADMINISTRATOR	AD-HOC	2
MONITORING & OVERSIGHT SPECIALIST	AD-HOC	2
TOWN PLANNER	AD-HOC	1
QUANTITY SURVEYOR	AD-HOC	1
GIS SPECIALIST	AD-HOC	1
ARCHITECT	AD-HOC	1
STRUCTURAL / CIVIL ENGINEER	AD-HOC	1
MECHANICAL ENGINEER	AD-HOC	1
ELECTRICAL ENGINEER	AD-HOC	1
GEO-HYDROLOGIST	AD-HOC	1
GEOTECHNICAL ENGINEER	AD-HOC	1
DATA MINING/ANALYST	AD-HOC	1
DATA CAPTURER	AD-HOC	1
RISK SPECIALIST	AD-HOC	1
OCCUPATIONAL HEALTH AND SAFETY SPECIALIST	AD-HOC	1

SOCIAL FACILITATION SPECIALIST	AD-HOC	1
LEGAL ADVISOR (CONSTRUCTION LAW SPECIALIST)	AD-HOC	1

**NB: In the event of a speciality not covered above, the ITRU shall submit a minimum of three quotations to be approved by the LDPWRI.**

### **C3.2.2 Location of the Project**

The office of the Employer to which this contract applies is located at the head office of the Employer at the physical address in T1.1.6 above. The Infrastructure Technical Resource Unit must be based in Polokwane to the successful bidder's account for the duration of the contract - the Service Provider shall execute all work in relation to this project in its own offices in Polokwane.

### **C3.2.3 Extent of the Services**

The Employer may order duties that fall outside the scope of the project as tendered. Any such additional services that may be required will be remunerated as set out in the Pricing Data.

### **C3.2.3 EXPERIENCE OF THE PROPOSED ITRU**

Bidders are requested to submit a bid with **CV's of its resources** that fit the outlined criteria and provide monthly, hourly and annual rates for each resource per the outlined criteria. Certified Qualifications (with individuals name and dates) as supporting documents to the submitted CV are required.

The evaluation of the CVs will be based on the minimum requirements/criteria specified to evaluate the various CV's submitted. Weighting will be applicable for the evaluation, as the specific criteria stated. Those CVs which closely match the minimum requirements will be noted for further shortlisting. The LDPWRI will make the final decision in terms of the preferred candidate. The LDPWRI has the right to allocate the individual resource to the various functions in accordance with the role matching process.

Additionally, bidders are required to price for value based tariffs to be applied in case the LDPWRI requires professional services for any of its current or future facilities/projects. Bidders are required to offer a Lump-sum percentage tariff which should not exceed gazetted rates of the Department of Public Works. The anticipated disciplines for the required professional services are as per the table above – see 6.1 above.

If the proposed resource differs from the one mentioned in your Bid Proposal, the LDPWRI will need to approve this change on receiving a motivation in this regard. The replacement must at least have the same qualifications, knowledge and experience of the person who will be replaced.

### DETAILED PROFILES OF THE INFRASTRUCTURE TECHNICAL RESOURCE UNIT (ITRU)]

#### Job Profile: PROJECT TEAM LEADER

<b>Purpose of the of the Job</b>	<ul style="list-style-type: none"> <li>The Project Team leader is a highly visible role offering overall guidance and coordinating all disciplines and various delivery units, including the ITRU, the professional teams carrying our services for various projects and also coordinating any studies such as business cases, technical briefs, feasibility studies, strategic briefs, design briefs and all other related functions.</li> <li>The Team Leader will be expected to make reports and presentations to the LDPWRI at least once a month</li> </ul>
<b>Key Job Responsibilities</b>	<ul style="list-style-type: none"> <li>Ensure the evaluation and implementation of programmes / projects scope and schedules prepared by ITRU</li> <li>Evaluate and improve status and working meetings reports.</li> <li>Prepare and present progress reports.</li> <li>Evaluate and develop mitigating strategies to manage potential risks.</li> <li>Receive and evaluate deviations from project plans timeously and report to the LDPWRI.</li> <li>Implement delivery planning with ITRU Manager.</li> <li>Develop strategies to manage bottlenecks for the ITRU.</li> <li>Deploy resources to improve capacity for project work.</li> <li>Mentor and develop project team members.</li> <li>Support project teams and manage expectations for project deliverables.</li> <li>Manage and improve stakeholder communications.</li> <li>Manage the transition of projects or new technologies and services into daily operations.</li> <li>Develop and implement effective system of project governance.</li> <li>Manage all resources and activities of the ITRU</li> </ul>
<b>Qualifications &amp; Experience</b>	<ul style="list-style-type: none"> <li>A Bachelor's degree in a built environment discipline or similar.</li> <li>A minimum of twenty (20) years' post qualification experience in construction projects/built environment is preferred.</li> <li>Proven track record in managing large scale or volume of construction projects/built environment in various different disciplines</li> <li>WinQS and other related equipment/softwares costing experience at project and program levels will be an advantage</li> <li>He/she must also be registered by the relevant statutory professional bodies with a minimum four (4) years' post registration.</li> <li>Experience in developing health facilities will be an added advantage.</li> <li>Familiar with CIDB &amp; FIDPM</li> </ul>
<b>Accreditation</b>	<ul style="list-style-type: none"> <li>Project management professional registration with SACPCMP</li> </ul>
<b>Attributes</b>	<ul style="list-style-type: none"> <li>Must be at a Director/Partner level of the bidding PSP</li> </ul>

	<ul style="list-style-type: none"> <li>• MS Office proficient (including MS Project or similar)</li> <li>• Strong interpersonal skills including mentoring, coaching, collaborating, and team building.</li> <li>• Strong analytical, planning, and organizational skills with an ability to manage competing demands.</li> <li>• Strong knowledge and understanding of business needs with the ability to establish/maintain high level of customer trust and confidence.</li> <li>• Strong knowledge and understanding of technology in order to establish/maintain high level of confidence with technical teams.</li> <li>• Proven ability to lead projects and ensure objectives, goals, and commitments are met.</li> <li>• Excellent oral and written communications skills and experience interacting with all stakeholders at all levels including the executive level.</li> <li>• Creative approach to problem solving with the ability to focus on details while maintaining project goals.</li> <li>• Good understanding of health delivery practices.</li> <li>• Building and sustaining relationships</li> <li>• Ability to transfer skills</li> <li>• Leading and contributing to team success</li> </ul>
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#### Job Profile: Assistant Team Leader/Planner (10 Year Infrastructure Plan)

<b>Purpose of the Job</b>	<p>One of the key drivers for the infrastructure related interventions by the LIMPOPO DEPARTMENT OF PUBLIC WORKS, ROADS AND INFRASTRUCTURE long term Infrastructure Plan. The reason for the plan was to facilitate the planning, resourcing, delivery and maintenance of the physical environment conducive to quality infrastructure services.</p> <p>The objectives of ten-year infrastructure plan and its roles are:</p> <ul style="list-style-type: none"> <li>• To enhance the planning and prioritization of infrastructure.</li> <li>• To help determine the quantum and location of new capital investments as well as optimizing maintenance expenditure investments.</li> <li>• Undertake macro level and forward planning and systems for infrastructure interventions in both public and private infrastructure sector</li> </ul>
<b>Key Job Responsibilities</b>	<ul style="list-style-type: none"> <li>• To enhance the planning and prioritization of infrastructure through aligning long-term burden of aging infrastructure and supporting infrastructure required to optimise service delivery.</li> <li>• To help determine the quantum and location of new capital investments as well as optimizing maintenance expenditure investments, taking into account different institutional capabilities, geographical areas.</li> </ul>

	<ul style="list-style-type: none"> <li>• To identify and utilise best practice innovative funding, spatial investment and cost models to maximise the affordability of the proposed infrastructure plan.</li> <li>• To utilize the 10-year Infrastructure Plan to concretize the vision, mission and strategic objectives as well as short and medium-term goals of the Infrastructure Unit, to support the development of a 3- and 5-year operational plans.</li> <li>• Review and Updating of Infrastructure Needs Analysis towards preparation of the operational and systems automation narrative;</li> <li>• Preparation of the Functional Systems Brief, flow diagram and assist with the technical and design brief documentation;</li> <li>• Monitor that design assumptions are valid, the design is being correctly interpreted and the work is being executed in accordance with the briefs and designs, statutory regulations and good practice;</li> <li>• Ensure compliance with the gazetted guideline documents;</li> <li>• Facilitate appropriate staff training planning and implementation;</li> <li>• Provide technical input as and when required to teams.</li> <li>• Manage a close interface between planning and implementation of the infrastructure plan.</li> <li>• Contribute to budgets and procurement documentation.</li> <li>• Provide input to the planning and design process to ensure the integration of building and engineering systems</li> <li>• Any other responsibilities that might arise and aligned with the job profile</li> </ul>
<b>Qualifications &amp; Experience</b>	<ul style="list-style-type: none"> <li>• A Bachelor's degree in a built environment discipline or similar.</li> <li>• Post Graduate Degree in Management/planning</li> <li>• A minimum of ten (10) years' post qualification experience in construction projects/built environment is preferred.</li> <li>• Proven track record in managing large scale or volume of construction projects/built environment in various different disciplines</li> <li>• WinQS and other related equipment/softwares costing experience at project and program levels will be an advantage</li> <li>• He/she must also be registered by the relevant statutory professional bodies with a minimum four (4) years' post registration.</li> <li>• Experience in developing health facilities will be an added advantage.</li> <li>• Familiar with CIDB, IDMS &amp; FIDPM</li> </ul>
<b>Accreditation</b>	<ul style="list-style-type: none"> <li>• <b>System or Industry relevant accreditations will be accepted</b></li> </ul>
<b>Attributes</b>	<ul style="list-style-type: none"> <li>• MS Office proficient (including MS Project or similar)</li> <li>• Good interpersonal skills including mentoring, coaching, collaborating</li> <li>• Analytical, planning, and organizational skills with an ability to manage competing demands.</li> <li>• Good oral and written communications skills and experience interacting with all stakeholders at all levels.</li> </ul>

	<ul style="list-style-type: none"> <li>• Good understanding of government infrastructure delivery practices.</li> <li>• Building and sustaining relationships</li> <li>• Ability to transfer skills</li> <li>• Contributing to team success</li> </ul>
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**Job Profile: ITRU Manager**

<b>Purpose of the of the Job</b>	<ul style="list-style-type: none"> <li>• The Manager of Project Management Office (ITRU) is a highly visible role responsible for planning, leading, organising, and motivating the ITRU Team to achieve a high level of performance and quality in delivering the infrastructure delivery initiatives.</li> <li>• Manage the work and workload of the ITRU Team.</li> <li>• Responsible for the definition and maintenance of the standards of project management and process.</li> <li>• Support the successful delivery of programs undertaken by the LDPWRI through effective facilitation, tracking and reporting.</li> <li>• Assist with advising ITRU team on the best use of project management disciplines and approaches and act as the first point of contact for any program management queries within the LDPWRI ITRU.</li> </ul>
<b>Key Job Responsibilities</b>	<ul style="list-style-type: none"> <li>• Define programmes / projects scope and schedule while focusing on regular and timely delivery of value.</li> <li>• Organize and lead project status and working meetings.</li> <li>• Prepare and distribute progress reports.</li> <li>• Manage risks and issues.</li> <li>• Work with teams to correct deviations from project plans.</li> <li>• Perform delivery planning with other department teams.</li> <li>• Assist in team development while holding teams accountable for their commitments.</li> <li>• Assist in removing roadblocks to their work by making recommendations to management for process and operational improvements.</li> <li>• Leverage resources to improve capacity for project work.</li> <li>• Mentor and develop project team members.</li> <li>• Support project teams and manage expectations for project deliverables.</li> <li>• Manage stakeholder communications.</li> <li>• Manage the transition of projects or new technologies and services into daily operations.</li> <li>• Implement an effective system of project governance.</li> <li>• Champion ongoing process improvement initiatives, including the development of training materials, serve as a coach for ITRU resources and related activities.</li> <li>• Implement best practices for project management.</li> <li>• Any other duties as assigned by the client.</li> </ul>

<b>Qualifications &amp; Experience</b>	<ul style="list-style-type: none"> <li>• A Bachelor's degree in a built environment discipline or similar.</li> <li>• Preferably a postgraduate degree in Construction Project Management or</li> <li>• More than 10 years' post qualification experience in construction projects/built environment is preferred.</li> <li>• Proven track record in managing large scale or volume of construction projects/built environment in various different disciplines</li> <li>• Understanding of government priorities, systems and processes at national and provincial level</li> <li>• WinQS and other related equipment/softwares costing experience at project and program levels will be an advantage</li> </ul>
<b>Accreditation</b>	<ul style="list-style-type: none"> <li>• Project management professional registration with SACPCMP</li> </ul>
<b>Attributes</b>	<ul style="list-style-type: none"> <li>• MS Office proficient (including MS Project or similar)</li> <li>• Strong interpersonal skills including mentoring, coaching, collaborating, and team building.</li> <li>• Strong analytical, planning, and organizational skills with an ability to manage competing demands.</li> <li>• Strong knowledge and understanding of business needs with the ability to establish/maintain high level of customer trust and confidence.</li> <li>• Strong knowledge and understanding of technology in order to establish/maintain high level of confidence with technical teams.</li> <li>• Proven ability to lead projects and ensure objectives, goals, and commitments are met.</li> <li>• Excellent oral and written communications skills and experience interacting with all stakeholders at all levels including the executive level.</li> <li>• Creative approach to problem solving with the ability to focus on details while maintaining project goals.</li> <li>• Good understanding of health delivery practices.</li> <li>• Building and sustaining relationships</li> <li>• Ability to transfer skills</li> <li>• Leading and contributing to team success</li> </ul>

**Job Profile: Project Manager (Construction / Built Environment)**

<b>Purpose of the of the Job</b>	<ul style="list-style-type: none"> <li>• The Construction Project Manager's responsibilities span a broad spectrum, covering all areas of project management including planning, cost and time management, quality management, contract administration and safety management.</li> <li>• Contribution to efficient delivery health facility projects</li> </ul>
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<b>Key Job Responsibilities</b>	<p><b>Tactical Functions</b></p> <ul style="list-style-type: none"> <li>• Lead the planning, execution, monitoring, control, and closure of projects.</li> <li>• Identify and implement expediting measures to prevent project delays.</li> </ul> <p><b>Project Management Functions</b></p> <ul style="list-style-type: none"> <li>• Project coordination and team management <ul style="list-style-type: none"> <li>• Manage construction projects from inception to closure;</li> <li>• Serve as a key link with the Project Management Directorate and client's representative and review the deliverable prepared by the team before passing onto stakeholders;</li> <li>• Facilitate and co-ordinate the efforts of all parties involved in the project, including professional service providers (consultants), contractors, sub-contractors and labour;</li> <li>• Manage and develop team spirit and ensure that staff involved in the project are committed to the same goal</li> <li>• Identify and negotiate assignment of resources; and</li> <li>• Develop and Implement the project office framework with objectives and goals of the team members and assign individual responsibilities.</li> </ul> </li> <li>• Project control on cost, time and quality <ul style="list-style-type: none"> <li>• Develop, implement and manage control measures for cost, time and quality are in place;</li> <li>• Conduct regular status meetings with the principal agent teams;</li> <li>• Conduct periodic inspection visits to project construction site(s);</li> <li>• Facilitate and ensure that construction activities follow the predetermined schedule and critically monitor project milestones ;</li> <li>• Manage project accounting including budget management, approval of progress payments, tracking of team expenses and minimising the exposure to risk;</li> <li>• Approve invoices/claims submitted by contractors and/or professional service providers are timely checked, verified and forwarded to the Programme Manager; and</li> </ul> </li> </ul>
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	<ul style="list-style-type: none"> <li>• Maintain strict adherence to the budgetary guidelines as well as project management, quality and safety standards.</li> <li>• Project planning <ul style="list-style-type: none"> <li>• Develop and implement project work plans and make revisions as and when need arises;</li> <li>• Confirm project activities are scheduled;</li> <li>• Prepare and manage all programme/project cost activities;</li> <li>• Engage and agree all project milestones with stakeholders</li> </ul> </li> <li>• Project communication and reporting <ul style="list-style-type: none"> <li>• Develop and implement an effective communication system and provide timely feedback for management, client and customer ;</li> <li>• Action site meeting minutes and action plans;</li> <li>• Compile and issue weekly project reports for stakeholders;</li> <li>• Compile and issue monthly progress reports; and</li> <li>• Conduct and compile project close out reviews and lessons learnt report.</li> </ul> </li> <li>• Project contract management <ul style="list-style-type: none"> <li>• Develop and issue contract instructions in accordance with the conditions of the contract (in consultation with the Legal Expert).</li> </ul> </li> <li>• Any other relevant responsibilities that the client may requires</li> </ul>
<b>Qualifications &amp; Experience</b>	<ul style="list-style-type: none"> <li>• A Bachelor's degree in a built environment discipline.</li> <li>• More than 3 years' post qualification experience in construction projects/built environment is preferred.</li> <li>• Proven track record in managing large scale or volume of construction projects/built environment in various different disciplines</li> <li>• Understanding of government priorities, systems and processes at national and provincial level</li> <li>• WinQS and other related equipment/softwares costing experience at project and program levels will be an advantage</li> <li>• Sound knowledge of the JBCC, NEC, GCC and other relevant building contracts</li> </ul>

<b>Accreditation</b>	<ul style="list-style-type: none"> <li>• Project management professional registration with SACPCMP</li> </ul>
<b>Attributes</b>	<ul style="list-style-type: none"> <li>• MS Office proficient (including MS Project or similar)</li> <li>• Project and contract management knowledge</li> <li>• Knowledge of relevant infrastructure development regulations.</li> <li>• Understanding of infrastructure markets</li> <li>• Strong verbal and written communication skills, effective presentation skills and skills to express complex concepts in business terms</li> <li>• Strong analytical and problem solving skills</li> <li>• Building and sustaining relationships</li> <li>• Ability to transfer skills</li> <li>• Leading and contributing to team success</li> </ul>

**Job Profile: Projects Administrator**

<b>Purpose of the of the Job</b>	<ul style="list-style-type: none"> <li>• The purpose of the role is to provide administrative support to the ITRU office to include reporting, liaising with all management levels to provide summarized information on internal and external projects being managed through the ITRU.</li> </ul>
<b>Key Job Responsibilities</b>	<ul style="list-style-type: none"> <li>• Manage the collation and reporting of individual project and programme progress reports to Management.</li> <li>• Liaise with all project managers to ensure weekly project status reporting is provided in a timely manner.</li> <li>• Update on a weekly basis the project dashboard.</li> <li>• Prepare commentary to support the weekly dashboard.</li> <li>• Receive all requests for support or new projects through appropriate template / system template and consolidate for management to review on a weekly basis.</li> <li>• Produce and update a new project / programme logs to enable tracking of all requests being made and the overall status.</li> <li>• Manage the administration associated with all projects and programmes.</li> <li>• Provide communication to the business on progress and status of all projects being managed through the ITRU.</li> <li>• Ensure that communication is provided on any change to process.</li> <li>• Manage the central documentation library ensuring that it is current and available.</li> <li>• Provide ad-hoc reporting as requested by Management and Executives.</li> <li>• Support the ITRU in the development of new documentation and project management software.</li> <li>• Will train non project department staff in ITRU process so that smaller projects can be managed within the business while directly reporting into ITRU with updates</li> </ul>

	<ul style="list-style-type: none"> <li>Identify positive and negative trends in the delivery of projects. e.g development delivering ahead of or late vs date forecast.</li> <li>Any other task as assigned.</li> </ul>
<b>Qualifications &amp; Experience</b>	<ul style="list-style-type: none"> <li>A Bachelor's Degree, Diploma or similar matric pass</li> <li>Preferably a project management related certification</li> <li>More than 3 years' experience similar</li> <li>Proven track record in administration</li> </ul>
<b>Accreditation</b>	<ul style="list-style-type: none"> <li>N/A</li> </ul>
<b>Attributes</b>	<ul style="list-style-type: none"> <li>MS Office proficient (including MS Project or similar)</li> <li>Strong report writing skills</li> <li>Strong numeracy skills</li> <li>Fluent in English</li> </ul>

**Job Profile: PMIS Systems Specialist**

<b>Purpose of the Job</b>	<ul style="list-style-type: none"> <li>Managing and monitoring the LDPWRI Project Information Management System (PMIS)</li> <li>Installing, configuring, testing and maintaining PMIS application software and system management tools</li> <li>Ensuring the highest levels of systems and infrastructure availability</li> <li>Maintain asset register component of PMIS application</li> </ul>
<b>Key Job Responsibilities</b>	<ul style="list-style-type: none"> <li>Manage and monitor installed LDPWRI Project Information Management System (PMIS)</li> <li>Configure, test and maintain system, application software and system management tools</li> <li>Proactively ensure the highest levels of systems and infrastructure availability</li> <li>Monitor and test application performance for potential bottlenecks, identify possible solutions, and work with developers to implement those fixes</li> <li>Maintain security, backup, and redundancy strategies</li> <li>Write and maintain custom scripts to increase system efficiency and lower the human intervention time on any tasks</li> <li>Participate in the design of information and operational support systems</li> <li>Provide 2nd and 3rd level support</li> <li>Liaise with vendors and other IT personnel for problem resolution</li> <li>Maintain asset register component of PMIS application</li> </ul>
<b>Qualifications &amp; Experience</b>	<ul style="list-style-type: none"> <li>Degree or Diploma in Computer Science or 3 years' relevant experience.</li> <li>Proven experience in installing, configuring and troubleshooting systems.</li> <li>Solid experience in the administration and performance tuning of application</li> </ul>

	<ul style="list-style-type: none"> <li>• Experience with Government Infrastructure Asset Registers</li> <li>• Experience with monitoring systems</li> <li>• Experience with automation software</li> <li>• Experience in Data Mining/ Analytics</li> <li>• Solid scripting skills</li> <li>• Solid networking knowledge</li> <li>• Built Environment experience at project and program levels will be an advantage</li> <li>• Familiar with CIDB, IDMS &amp; FIDPM</li> </ul>
<b>Accreditation</b>	<ul style="list-style-type: none"> <li>• System or Industry relevant accreditations will be accepted</li> </ul>
<b>Attributes</b>	<ul style="list-style-type: none"> <li>• MS Office proficient (including MS Project or similar)</li> <li>• Strong interpersonal skills including mentoring, coaching, collaborating</li> <li>• Strong analytical, planning, and organizational skills with an ability to manage competing demands.</li> <li>• Strong knowledge and understanding of business needs with the ability to establish/maintain high level of customer trust and confidence.</li> <li>• Strong knowledge and understanding of technology in order to establish/maintain high level of confidence with technical teams.</li> <li>• Proven ability to lead systems projects and ensure objectives, goals, and commitments are met.</li> <li>• Excellent oral and written communications skills and experience interacting with all stakeholders at all levels including the executive level.</li> <li>• Creative approach to problem solving with the ability to focus on details while maintaining the project goals.</li> <li>• Good understanding of government health delivery practices.</li> <li>• Ability to transfer skills</li> <li>• Leading and contributing to team success</li> </ul>

#### Job Profile: PMIS Administrator

<b>Purpose of the of the Job</b>	<ul style="list-style-type: none"> <li>• Client is seeking a Senior Administrator for its Project Management Information System (PMIS), which is driven by the PPO software application.</li> <li>• Will be responsible for creating and maintaining datasets and reports using this enterprise solution</li> <li>• Provide LDPWRI with decision-making support information pertaining to built infrastructure / facilities programmes and projects that are being implemented by the LDPWRI and by contracted agents.</li> <li>• This role will be key in developing, executing and monitoring LDPWRI infrastructure plans</li> <li>• Critical to success will be the ability to work across all levels of the organization and the development of effective working relationships with leadership and project teams.</li> </ul>
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<b>Key Job Responsibilities</b>	<ul style="list-style-type: none"> <li>General administration and configuration of PMIS maximize efficiency in using the tool</li> <li>Develop metrics, dashboards, reports and advanced filters to provide leadership with meaningful operational/performance metrics and status reports.</li> <li>Create/maintain PMIS projects, workflows, screen schemes, custom fields, permission schemes and notification schemes</li> <li>Onboard new teams to PMIS and help existing teams optimize their workflows</li> <li>Provide user management, training, and support for PMIS to project teams as needed</li> <li>Apply built-in customization and third-party add-ons to extend PMIS functionality as needed.</li> <li>Develop custom scripts to pull data for metrics reporting. Develop and deploying custom plugins for PMIS</li> <li>Analyze requests for new PMIS functionality, implement new features, triage incoming support requests and handle or route appropriately</li> </ul>
<b>Qualifications &amp; Experience</b>	<ul style="list-style-type: none"> <li>Degree or Diploma in Computer Science or 3 years' related experience.</li> <li>Proven working experience in installing, configuring and troubleshooting similar systems.</li> <li>Solid experience in the administration and performance tuning of application</li> <li>Experience with Government Infrastructure Asset Registers</li> <li>Experience with monitoring systems</li> <li>Experience with automation software</li> <li>Solid scripting skills</li> <li>Solid networking knowledge</li> <li>WinQS and other related equipment/softwares costing experience at project and program levels will be an advantage</li> <li>Familiar with CIDB IDMS &amp; FIDPM</li> </ul>
<b>Accreditation</b>	<ul style="list-style-type: none"> <li>System or Industry relevant accreditations will be accepted</li> </ul>
<b>Attributes</b>	<ul style="list-style-type: none"> <li>MS Office proficient (including MS Project or similar)</li> <li>Strong interpersonal skills including mentoring, coaching, collaborating</li> <li>Strong analytical, planning, and organizational skills with an ability to manage competing demands.</li> <li>Strong knowledge and understanding of business needs with the ability to establish/maintain high level of customer trust and confidence.</li> <li>Strong knowledge and understanding of technology in order to establish/maintain high level of confidence with technical teams.</li> </ul>

	<ul style="list-style-type: none"> <li>• Proven ability to lead systems projects and ensure objectives, goals, and commitments are met.</li> <li>• Excellent oral and written communications skills and experience interacting with all stakeholders at all levels including the executive level.</li> <li>• Creative approach to problem solving with the ability to focus on details while maintaining project goals.</li> <li>• Good understanding of government health delivery practices.</li> <li>• Building and sustaining relationships</li> <li>• Ability to transfer skills</li> <li>• Leading and contributing to team success</li> </ul>
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#### Job Profile: Monitoring & Oversight Specialist

<b>Purpose of the of the Job</b>	<ul style="list-style-type: none"> <li>• Undertake or contribute to strategic planning and infrastructure delivery for the LIMPOPO DEPARTMENT OF PUBLIC WORKS, ROADS AND INFRASTRUCTURE (LDPWRI) as a member of LDPWRI Project Management Office (ITRU)</li> <li>• Contribution to efficient delivery of infrastructure projects</li> </ul>
<b>Key Job Responsibilities</b>	<p><b>Tactical Functions</b></p> <ul style="list-style-type: none"> <li>• Contribute to the planning, execution, monitoring, control, and closure of projects.</li> <li>• Identify and implement expediting measures to prevent project delays.</li> </ul> <p><b>Project Management Functions</b></p> <ul style="list-style-type: none"> <li>• Project coordination and team management <ul style="list-style-type: none"> <li>• Manage projects from inception to closure;</li> <li>• Serve as a key link with the LDPWRI and client's representative and review the deliverable prepared by the team before passing onto stakeholders;</li> <li>• Facilitate and co-ordinate the efforts of all parties involved in the project, including professional service providers (consultants), contractors, sub-contractors and labour;</li> <li>• Manage and develop team spirit and ensure that staff involved in the project are committed to the same goal</li> <li>• Identify and negotiate assignment of resources; and</li> <li>• Develop and Implement the project office framework with objectives and goals of the team members and assign individual responsibilities.</li> </ul> </li> <li>• Project control on cost, time and quality <ul style="list-style-type: none"> <li>• Develop, implement and manage control measures for cost, time and quality are in place;</li> <li>• Conduct regular status meetings with the principal agent teams;</li> <li>• Conduct periodic inspection visits to project construction site(s);</li> <li>• Facilitate and ensure that construction activities follow the predetermined schedule and critically monitor project milestones ;</li> </ul> </li> </ul>

	<ul style="list-style-type: none"> <li>• Manage project accounting including budget management, approval of progress payments, tracking of team expenses and minimising the exposure to risk;</li> <li>• Approve invoices/claims submitted by contractors and/or professional service providers are timely checked, verified and forwarded to the Programme Manager; and</li> <li>• Maintain strict adherence to the budgetary guidelines as well as project management, quality and safety standards.</li> <li>• Project planning <ul style="list-style-type: none"> <li>• Develop and implement project work plans and make revisions as and when need arises;</li> <li>• Confirm project activities are scheduled;</li> <li>• Prepare and manage all programme/project cost activities;</li> <li>• Engage and agree all project milestones with stakeholders</li> </ul> </li> <li>• Project communication and reporting <ul style="list-style-type: none"> <li>• Develop and implement an effective communicationsystem and provide timely feedback for management, client and customer ;</li> <li>• Action site meeting minutes and action plans;</li> <li>• Compile and issue weekly project reports for stakeholders;</li> <li>• Compile andissue monthly progress reports; and</li> <li>• Conduct and compile project close out reviews and lessons learnt report.</li> </ul> </li> <li>• Project contract management <ul style="list-style-type: none"> <li>• Develop and issue contract instructions in accordance with the conditions of the contract (in consultation with the Legal Expert).</li> </ul> </li> <li>• Any other relevant responsibilities that the client may requires</li> </ul>
<b>Qualifications &amp; Experience</b>	<ul style="list-style-type: none"> <li>• A Bachelor's degree in a built environment discipline.</li> <li>• More than 3 years' post qualification experience in construction projects/built environment is preferred.</li> <li>• Proven track record in managing large scale or volume of construction projects/built environment in various disciplines</li> <li>• Understanding of government priorities, systems and processes at national and provincial level</li> <li>• Infrastructure planning and development technology and other related equipment costing experience at project and program levels will be an advantage</li> <li>• Sound knowledge of the JBCC, NEC, GCC and other relevant building contracts</li> <li>• Familiar with CIDB, IDMS &amp; FIDPM</li> </ul>
<b>Accreditation</b>	<ul style="list-style-type: none"> <li>• Relevant construction project management professional registration is preferred.</li> </ul>
<b>Attributes</b>	<ul style="list-style-type: none"> <li>• MS Office proficient (including MS Project or similar)</li> <li>• Project and contract management knowledge</li> <li>• In depth understanding of the PMBOK knowledge areas or similar</li> <li>• Knowledge of relevant infrastructure development regulations.</li> </ul>

	<ul style="list-style-type: none"> <li>• Understanding of infrastructure markets</li> <li>• Strong verbal and written communication skills, effective presentation skills and skills to express complex concepts in business terms</li> <li>• Strong analytical and problem solving skills</li> <li>• Building and sustaining relationships</li> <li>• Ability to transfer skills</li> <li>• Leading and contributing to team success</li> </ul>
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**Job Profile: Town Planner**

<b>Purpose of the of the Job</b>	<ul style="list-style-type: none"> <li>• Undertake or contribute to strategic planning of infrastructure projects for the LIMPOPO DEPARTMENT OF PUBLIC WORKS, ROADS AND INFRASTRUCTURE (LDPWRI) as a member of LDPWRI Project Management Office (ITRU)</li> </ul>
<b>Key Job Responsibilities</b>	<ul style="list-style-type: none"> <li>• Provide project management and coordination to the packaging of large-scale or complex strategic land development initiatives</li> <li>• Provide project management services, co-ordination and specialist technical input to strategic urban planning initiatives, including development frameworks and forward planning</li> <li>• Investigate strategic sites within the project areas to resolve issues that preclude the realization of planning objectives and development</li> <li>• Advise and render support to staff from other branches within the Department on matters relating to this specialized field.</li> </ul>
<b>Qualifications &amp; Experience</b>	<ul style="list-style-type: none"> <li>• A 4-year undergraduate or Master's degree in Town Planning or City and Regional Planning; in exceptional circumstances, an alternative Built Environment degree with relevant experience will be accepted</li> <li>• A Project Management qualification would be an advantage as well as experience in precinct planning</li> <li>• At least 8 years' relevant experience in the built environment with an emphasis on multidisciplinary strategic planning projects and land use management</li> <li>• Thorough knowledge of municipal processes, organisation and systems</li> <li>• A valid Code EB driver's licence</li> <li>• Infrastructure planning and development technology and other related experience at project and program levels will be an advantage</li> <li>• Familiar with CIDB, IDMS &amp; FIDPM</li> </ul>
<b>Accreditation</b>	<ul style="list-style-type: none"> <li>• Must be registered with the South African Council for Planners (SACPLAN) as a Professional Town and Regional Planner</li> </ul>
<b>Attributes</b>	<ul style="list-style-type: none"> <li>• MS Office proficient (including MS Project or similar)</li> <li>• Strong interpersonal skills including mentoring, coaching, collaborating</li> <li>• Strong analytical, planning, and organizational skills with an ability to manage competing demands.</li> <li>• Strong knowledge and understanding of business needs with the ability to establish/maintain high level of customer trust and confidence.</li> <li>• Excellent oral and written communications skills and experience interacting with all stakeholders at all levels including the executive level.</li> </ul>

	<ul style="list-style-type: none"> <li>• Creative approach to problem solving with the ability to focus on details while maintaining project goals.</li> <li>• Good understanding of government health delivery practices.</li> <li>• Building and sustaining relationships</li> <li>• Ability to transfer skills</li> <li>• Leading and contributing to team success</li> </ul>
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**Job Profile: Quantity Surveyor**

<b>Purpose of the of the Job</b>	To undertake, guide and review quantity surveying functions related to infrastructure programme and projects under the management of the LIMPOPO DEPARTMENT OF PUBLIC WORKS, ROADS AND INFRASTRUCTURE.
<b>Key Job Responsibilities</b>	<ul style="list-style-type: none"> <li>• Preparation, review, Peer review, assessment and reporting on the bills of quantities and related documentations as part of project documentation, for various infrastructure related projects.</li> <li>• Preparation of guidelines for the peer review process, project quantity and cost management of various infrastructure related projects, and programs</li> <li>• Preparation of elementary bills of quantity for various components and departments within LDPWR&amp;I infrastructure assets and development of guidelines for such quantification.</li> <li>• Contracts administration and related support.</li> <li>• Cost management and modelling.</li> <li>• Teamwork with the Project Managers, Professional Service Providers (PSPs), suppliers, etc. within the context of infrastructure related projects and programs</li> <li>• To develop, implement changes to and calibrate the Maintenance and other Order of Magnitude Estimator for infrastructure projects. Demonstrate and provide training on the use of the estimators.</li> <li>• Cost Estimating,</li> <li>• Cost analysis</li> <li>• Cost modelling</li> <li>• Cost Management,</li> <li>• Contract Administration</li> <li>• Value engineering competency.</li> <li>• Contribution to value engineering of the infrastructure projects</li> <li>• Any other relevant responsibilities that the client may requires</li> </ul>
<b>Qualifications &amp; Experience</b>	<ul style="list-style-type: none"> <li>• Bachelor's degree in Quantity Surveying (or similar)</li> <li>• 5 - 10 years relevant experience</li> <li>• Strong familiarity with cost modelling at planning, design, strategic and operational levels.</li> <li>• Value engineering experience</li> <li>• WinQS and other related equipment/softwares costing experience at project and program levels will be an advantage</li> </ul>

<b>Accreditation</b>	<ul style="list-style-type: none"> <li>• Registration as a professional Quantity Surveyor with the South African Council for the Quantity Surveying Profession (SACQSP)</li> </ul>
<b>Attributes</b>	<ul style="list-style-type: none"> <li>• Analytical</li> <li>• Strong focus on detail and quality of detailed information</li> <li>• Being passionate about value for money infrastructure and provision of quality health services</li> <li>• Building and sustaining relationships</li> <li>• Ability to transfer skills</li> <li>• Being curious- learning, sharing and innovating</li> <li>• Leading and contributing to team success</li> </ul>

**Job Profile: Planner**

<b>Purpose of the of the Job</b>	<ul style="list-style-type: none"> <li>• Undertake or contribute to strategic planning of infrastructure projects for the LIMPOPO DEPARTMENT OF PUBLIC WORKS, ROADS AND INFRASTRUCTURE (LDPWRI) as a member of LDPWRI Project Management Office (ITRU)</li> </ul>
<b>Key Job Responsibilities</b>	<ul style="list-style-type: none"> <li>• Locate, analyse and present relevant information (research and data) for use in infrastructure service planning and strategy development.</li> <li>• Conduct strategic analysis of internal and external data sources to inform the infrastructure services strategic direction.</li> <li>• Consistently scan the literature and available sources to ensure up to date knowledge of the latest evidence that drives new models of care and infrastructure developments as relevant to LDPWRI.</li> <li>• Analyse and apply socio-demographic, financial and infrastructure trends as relevant to infrastructure planning.</li> <li>• Provide planning support in relation to service and facility planning and implementation activities.</li> <li>• Ensure appropriate standards in developing and documenting infrastructure services and strategic planning processes are achieved by assisting and consulting with LDPWRI.</li> <li>• Consult and liaise with internal and external stakeholders (including consumers) to contribute to infrastructure service plans that support service delivery.</li> <li>• Prepare reports and briefs as directed on particular issues.</li> <li>• Develop models of projected health service utilisation for particular services.</li> <li>• Under the direction of the Chief Director: Infrastructure Management, to develop and implement project plans to achieve the successful delivery of infrastructure services and strategic plans.</li> </ul>
<b>Qualifications &amp; Experience</b>	<ul style="list-style-type: none"> <li>• Undergraduate degree in Built Environment or equivalent</li> <li>• Preferable those that have worked in a medium to large infrastructure projects at a senior position for more than 08 years.</li> <li>• Preferable persons that have experience in developing technical assessment of medium to large infrastructure projects</li> <li>• Demonstrated experience in the administration, planning or evaluation of infrastructure services.</li> </ul>

	<ul style="list-style-type: none"> <li>• Understanding of the infrastructure delivery management system and the organisation and delivery of infrastructure services</li> <li>• Excellent oral and written communication skills</li> <li>• Well-developed analytical, critical thinking and problem-solving skills.</li> <li>• Experience in analysing and presenting infrastructure projects or other data in a format that appeals to the target audience.</li> <li>• WinQS and other related experience/softwares at project and program levels will be an advantage</li> <li>• Familiar with CIDB, IDMS &amp; FIDPM</li> </ul>
<b>Accreditation</b>	<ul style="list-style-type: none"> <li>• System or Industry relevant accreditations will be accepted</li> </ul>
<b>Attributes</b>	<ul style="list-style-type: none"> <li>• MS Office proficient (including MS Project or similar)</li> <li>• Highly motivated with an ability to work independently and as part of a team.</li> <li>• Strong interpersonal skills including mentoring, coaching, collaborating</li> <li>• Strong analytical, planning, and organizational skills with an ability to manage competing demands.</li> <li>• Strong knowledge and understanding of business needs with the ability to establish/maintain high level of customer trust and confidence.</li> <li>• Excellent oral and written communications skills and experience interacting with all stakeholders at all levels including the executive level.</li> <li>• Creative approach to problem solving with the ability to focus on details while maintaining project goals.</li> <li>• Good understanding of government health delivery practices.</li> <li>• Building and sustaining relationships</li> <li>• Ability to transfer skills</li> <li>• Leading and contributing to team success</li> </ul>

#### Job Profile: GIS SPECIALIST

<b>Purpose of the of the Job</b>	<ul style="list-style-type: none"> <li>• The GIS specialist will provide mapping data as required by planners in preparation of infrastructure business cases and feasibility studies</li> </ul>
<b>Key Job Responsibilities</b>	<ul style="list-style-type: none"> <li>• Provision of GIS services</li> <li>• The GIS specialist will deliver their services as and when required basis, especially in the mapping of the provincial infrastructure masterplans and development of Business cases for various hospitals.</li> <li>• Must be a registered Professional GIS Practitioner with South African Council for Professional and Technical Surveyors. Should have at least 5 years' post-registration experience in GIS mapping in South Africa</li> <li>• Must demonstrate their deep knowledge in GIS of Planning Public infrastructure facilities such as spatial changes in infrastructure status, spatial development, and existing facility accessibility and utilisation.</li> <li>• The GIS specialist must prove recent participation in planning of such infrastructure planning strategies in South Africa</li> </ul>
<b>Qualifications &amp; Experience</b>	<ul style="list-style-type: none"> <li>• Degree in Geography or any mapping Related Degree</li> <li>• Preferably a post graduate degree in Mapping</li> </ul>
<b>Accreditation</b>	<ul style="list-style-type: none"> <li>• South African Geomatics Council (SAGC) for Land Surveyors</li> </ul>

<b>Attributes</b>	<ul style="list-style-type: none"> <li>• MS Office proficient (including MS Project or similar)</li> <li>• Highly motivated with an ability to work independently and as part of a team.</li> <li>• Strong interpersonal skills including mentoring, coaching, collaborating</li> <li>• Strong analytical, planning, and organizational skills with an ability to manage competing demands.</li> <li>• Strong knowledge and understanding of business needs with the ability to establish/maintain high level of customer trust and confidence.</li> <li>• Excellent oral and written communications skills and experience interacting with all stakeholders at all levels including the executive level.</li> <li>• Creative approach to problem solving with the ability to focus on details while maintaining project goals.</li> <li>• Good understanding of government and public works delivery practices.</li> <li>• Building and sustaining relationships</li> <li>• Ability to transfer skills</li> <li>• Leading and contributing to team success</li> </ul>
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**Job Profile: Architect**

<b>Purpose of the of the Job</b>	<ul style="list-style-type: none"> <li>• Undertake or contribute to strategic infrastructure planning and delivery management for the LIMPOPO DEPARTMENT OF PUBLIC WORKS, ROADS AND INFRASTRUCTURE (LDPWRI) as a member of LDPWRI Project Management Office (ITRU)</li> </ul>
<b>Key Job Responsibilities</b>	<ul style="list-style-type: none"> <li>• <b>Fiscal Responsibility</b> <ul style="list-style-type: none"> <li>○ Coordinates with managers on design budget and staffing</li> <li>○ Coordinates key design elements with Consultants and/or Project manager.</li> <li>○ Proactively engage with client regarding design issues</li> <li>○ Track progress and communicate status of work assignments relative to schedule requirements to project leadership</li> <li>○ Communicate status of design work assignments relative to schedule requirements</li> <li>○ Manage design process to meet project budget and schedule to avoid re-work</li> </ul> </li> <li>• <b>Contract Management</b> <ul style="list-style-type: none"> <li>○ Project scope of work and contract requirements</li> <li>○ Understand client design needs and articulate project design goals</li> <li>○ Work with project manager to identify and obtain specialty design service and proposals.</li> <li>○ Aid project manager in pursuing and securing design related additional services</li> </ul> </li> <li>• <b>Project Delivery</b> <ul style="list-style-type: none"> <li>○ Senior Project Design Architects are responsible for communicating and integrating design work efforts with the internal project team and external consultants.</li> <li>○ Aid in development of design direction for projects and present design options to build design consensus with clients</li> </ul> </li> </ul>

	<ul style="list-style-type: none"> <li>○ Develop or aid in developing design process/tasks and deliverables portion of the project work plan.</li> <li>○ Understand general construction cost implications of design.</li> <li>○ Provide design specific inputs and coordinate the evolution of design as required to meet budgetary demands.</li> <li>○ Understand scope and budget to identify 'out of scope' design requests and elevate concerns to the Project Manager.</li> <li>○ Aid in managing design workloads to meet project requirements and maximize staff utilization.</li> <li>○ Schedule design critiques and/or reviews at appropriate stages early in the design process</li> <li>○ Lead internal and external project design and documentation with the entire production/documentation team.</li> <li>○ Manage lead design and documentation schedule</li> <li>● <b>Design</b> <ul style="list-style-type: none"> <li>○ Senior Project Design Architects are responsible to deliver overall design quality consistent with scope, budget and project goals.</li> <li>○ Communicate design ideas and goals to clients</li> <li>○ Develop design intent and coordinate with construction document efforts</li> <li>○ Lead, or aid in, the development of the project design vision and goals</li> <li>○ Direct, or aid in, the preparation of presentation materials for internal review and client presentations</li> </ul> </li> <li>● Participate in and provide valuable feedback for formal and informal project reviews</li> <li>● Aid in directing and monitoring design work</li> </ul>
<b>Qualifications &amp; Experience</b>	<ul style="list-style-type: none"> <li>● Bachelor degree in Architecture or equivalent.</li> <li>● Eight years of experience in responsible charge of project design in respective discipline plus advanced courses, training program or seminars relating to Engineering and Management</li> <li>● CAD software experience required.</li> <li>● Design systems and other related experience/softwares at project and program levels will be an advantage</li> </ul>
<b>Accreditation</b>	<ul style="list-style-type: none"> <li>● Registered professional with SACAP (South African Council for Architectural Professions) as a Pr.Arch</li> </ul>
<b>Attributes</b>	<ul style="list-style-type: none"> <li>● MS Office proficient (including MS Project or similar)</li> <li>● Strong interpersonal skills including mentoring, coaching, collaborating</li> <li>● Strong analytical, planning, and organizational skills with an ability to manage competing demands.</li> <li>● Strong knowledge and understanding of business needs with the ability to establish/maintain high level of customer trust and confidence.</li> <li>● Excellent oral and written communications skills and experience interacting with all stakeholders at all levels including the executive level.</li> <li>● Creative approach to problem solving with the ability to focus on details while maintaining project goals.</li> <li>● Good understanding of government health delivery practices.</li> <li>● Building and sustaining relationships</li> </ul>

	<ul style="list-style-type: none"> <li>Ability to transfer skills</li> <li>Leading and contributing to team success</li> </ul>
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**Job Profile: Civil / Structural Engineer**

<b>Purpose of the of the Job</b>	<ul style="list-style-type: none"> <li>Provide specialist support to or contribute to strategic planning of infrastructure facilities for the LIMPOPO DEPARTMENT OF PUBLIC WORKS, ROADS AND INFRASTRUCTURE (LDPWRI) as a member of LDPWRI Project Management Office (ITRU)</li> </ul>
<b>Key Job Responsibilities</b>	<ul style="list-style-type: none"> <li>Support for civil / structural design of infrastructure projects.</li> <li>Work with technical teams such as Project Engineers, Project Managers, Project Architects to support design development.</li> <li>Lead the design development by creating reports, calculations, drawings, cost estimates, specifications, and deliverables.</li> <li>Travel to project sites to verify conditions and installation during construction.</li> <li>Approve submittals and support RFI responses during construction administrations.</li> <li>Communicate with clients, use project workflow documents, attend client interviews, estimate man-hours, and assist in the preparation of proposals.</li> <li>Update of infrastructure mapping</li> <li>Develop and mentor staff designers and engineers.</li> <li>Interface with relevant stakeholders as required</li> <li>Establish internal discipline-specific documentation processes</li> <li>Monitor issue and distribution of relevant technical documentation</li> <li>Monitor progress of any consultants, contractors and subcontractors on behalf of the client</li> <li>Regularly monitor performance of the consultants / contractor against programme</li> <li>Conduct and record regular meetings or attend same on behalf of the client</li> <li>Review and monitor the preparation of any construction and maintenance programmes / schedules</li> <li>Monitor quality assurance procedures and monitor implementation thereof by the other consultants and the contractors</li> <li>Monitor impact of works on client health and safety</li> <li>Monitor preparation of financial control reports as applicable for the client</li> <li>Prepare and submit progress reports</li> <li>Monitor and practical completion lists and the certificate of practical completion</li> <li>Co-ordinate and monitor rectification of defects</li> <li>Manage operations and maintenance manuals, guarantees and warranties</li> <li>Manage obtaining of records, drawings and documentation as applicable</li> <li>Any other responsibilities that might arise and aligned with the job profile</li> </ul>
<b>Qualifications &amp; Experience</b>	<ul style="list-style-type: none"> <li>Bachelor of Science in Civil Engineering or equivalent.</li> <li>Eight years of experience in responsible charge of project design in respective discipline plus advanced courses, training program or seminars relating to Engineering and Management</li> </ul>

	<ul style="list-style-type: none"> <li>• CAD software experience required.</li> <li>• Design systems and other related experience/softwares at project and program levels will be an advantage</li> <li>• Familiar with CIDB, IDMS &amp; FIDPM</li> </ul>
<b>Accreditation</b>	<ul style="list-style-type: none"> <li>• Pr Eng Registration with ECSA</li> </ul>
<b>Attributes</b>	<ul style="list-style-type: none"> <li>• MS Office proficient (including MS Project or similar)</li> <li>• Strong interpersonal skills including mentoring, coaching, collaborating</li> <li>• Strong analytical, planning, and organizational skills with an ability to manage competing demands.</li> <li>• Strong knowledge and understanding of business needs with the ability to establish/maintain high level of customer trust and confidence.</li> <li>• Excellent oral and written communications skills and experience interacting with all stakeholders at all levels including the executive level.</li> <li>• Creative approach to problem solving with the ability to focus on details while maintaining project goals.</li> <li>• Good understanding of government health delivery practices.</li> <li>• Building and sustaining relationships</li> <li>• Ability to transfer skills</li> <li>• Leading and contributing to team success</li> </ul>

#### Job Profile: Mechanical Engineer

<b>Purpose of the of the Job</b>	<ul style="list-style-type: none"> <li>• Provide specialist support to or contribute to strategic planning of infrastructure facilities for the LIMPOPO DEPARTMENT OF PUBLIC WORKS, ROADS AND INFRASTRUCTURE (LDPWRI) as a member of LDPWRI Project Management Office (ITRU)</li> </ul>
<b>Key Job Responsibilities</b>	<ul style="list-style-type: none"> <li>• Develop Mechanical Systems for infrastructure facilities.</li> <li>• Work with technical teams such as Project Engineers, Project Managers, Project Architects to support design development.</li> <li>• Lead the design development by creating reports, calculations, drawings, cost estimates, specifications, and deliverables.</li> <li>• Travel to project sites to verify conditions and installation during construction.</li> <li>• Approve submittals and support RFI responses during construction administrations.</li> <li>• Communicate with clients, use project workflow documents, attend client interviews, estimate man-hours, and assist in the preparation of proposals.</li> <li>• Develop and mentor staff designers and engineers.</li> <li>• Interface with relevant stakeholders as required</li> <li>• Establish internal discipline-specific documentation processes</li> <li>• Monitor issue and distribution of relevant technical documentation</li> <li>• Monitor progress of any consultants, contractors and subcontractors on behalf of the client</li> <li>• Regularly monitor performance of the consultants / contractor against programme</li> <li>• Conduct and record regular meetings or attend same on behalf of the client</li> </ul>

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# CONSTRUCTION INDUSTRY DEVELOPMENT BOARD

## STANDARD FOR UNIFORMITY IN ENGINEERING AND CONSTRUCTION WORKS CONTRACTS

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### AUGUST 2019

This standard is issued in terms of sections 4(f), 5(3)(c) and 5(4)(b) of the Construction Industry Development Board Act 38 of 2000 read with Regulation 24 of the Construction Industry Development Regulations, (as amended) issued in terms of section 33.

The Standard for Uniformity in Construction Procurement was first published in Board Notice 62 of 2004 in Government Gazette No 26427 of 9 June 2004. It was subsequently amended in Board Notice 67 of 2005 in Government Gazette No 27831 of 22 July 2005, Board Notice 99 of 2005 in Government Gazette No 28127 of 14 October 2005, Board Notice 93 of 2006 in Government Gazette No 29138 of 18 August 2006, Board Notice 9 of 2008 in Government Gazette No 30692 of 1 February 2008, Board Notice 11 of 2009 in Government Gazette No 31823 of 30 January 2009, Board Notice 86 of 2010 in Government Gazette No 33239 of 28 May 2010 and Board Notice 136 of 2015 in Government Gazette 38960 of 10 July 2015.

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# **STANDARD FOR UNIFORMITY IN ENGINEERING AND CONSTRUCTION WORKS CONTRACTS**

## **1. Scope**

This standard establishes requirements for engineering and construction works contracts aimed at bringing about standardisation and uniformity in construction contracts documentation, practices and procedures.

## **2. Normative references**

The following referenced documents are for the application of this standard.

For undated references, the latest edition of the referenced document (including any amendments) applies.

- 2.1** Conditions of Contract for Construction for Building and Engineering Works designed by the Employer ("Red Book") as published by the International Federation of Consulting Engineers (FIDIC).
- 2.2** Conditions of Contract for Plant and Design-Build for Electrical and Mechanical Plant and for Building and Engineering Works, designed by the Contractor ("Yellow Book") as published by the International Federation of Consulting Engineers (FIDIC).
- 2.3** Conditions of Contract for EPC Turnkey Projects ("Silver Book") as published by the International Federation of Consulting Engineers (FIDIC).
- 2.4** Conditions of Contract for Design, Build and Operate Projects ("Gold Book") as published by the International Federation of Consulting Engineers (FIDIC).
- 2.5** General Conditions of Contract for Construction Works as published by the South African Institution of Civil Engineering.
- 2.6** JBCC Series 2000 Principal Building Agreement as published by the Joint Building Contracts Committee.
- 2.7** JBCC Series 2000 Minor Works Agreement as published by the Joint Building Contracts Committee.
- 2.8** NEC3 Engineering and Construction Short Contract as published by the Institution of Civil Engineers.
- 2.9** NEC3 Engineering and Construction Contract as published by the Institution of Civil Engineers.
- 2.10** Short Form of Contract ("Green Book") as published by the International Federation of Consulting Engineers (FIDIC).
- 2.11** Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017 (as amended).
- 2.12** South African Bureau of Standards, SANS 10845-1, Construction procurement – Part 1: Processes, methods and procedures.
- 2.13** South African Bureau of Standards, SANS 10845-2, Construction procurement – Part 2: Formatting and compilation of procurement documentation.

- 2.14 South African Bureau of Standards, SANS 10845-3, Construction procurement – Part 3: Standard conditions of tender.
- 2.15 South African Bureau of Standards, SANS 10845-4, Construction procurement – Part 4: Standard conditions for the calling for expressions of interest.

### 3. Definitions

For purposes of this standard, the following definitions apply:

- 3.1 **black people** means Africans, Coloureds and Indians -
  - (a) who are citizens of the Republic of South Africa by birth or descent; or
  - (b) who became citizens of the Republic of South Africa by naturalisation -
    - (i) before 27 April 1994; or
    - (ii) on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalisation prior to that date.
- 3.2 **capability** means the abilities necessary to perform at the required level;
- 3.3 **capacity** means the resources (human capital, financial, physical assets, systems, procedures) which a tenderer puts at the disposal of the project to select, fund and execute the work;
- 3.4 **conflict of interest** means any situation in which someone in a position of trust has competing professional or personal interests which make it difficult for him to fulfill his duties impartially, an individual or the tenderer is in a position to exploit a professional or official capacity in some way for his personal or for corporate benefit, or incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee;
- 3.5 **contracting strategy** means strategy that defines the nature of the relationship which the employer wishes to foster with the contractor, which in turn determines the risks and responsibilities between the parties to the contract and the methodology by which the contractor is to be paid;
- 3.6 **contract data** means document that identifies the applicable conditions of a contract and states the associated contract-specific data;
- 3.7 **design and build** means contract in which a contractor designs a project based on a brief provided by the employer and constructs it;
- 3.8 **develop and construct** means contract based on a scheme design prepared by the employer under which a contractor produces drawings and constructs it;
- 3.9 **design by employer** means contract under which a contractor undertakes only construction based on full designs issued by the employer;
- 3.10 **employer** means an organ of state entering into a contract with a contractor for the provision of engineering and construction works;
- 3.11 **expression of interest** means a request for respondents to register their interest in undertaking a specific contract or to participate in a project or programme and to submit their credentials, so they may, in terms of the employer's procurement procedures, be invited to submit a tender offer should they qualify or be selected to do so;
- 3.12 **financial offer** means the cost of the procurement in monetary terms;

3.13 **form of offer and acceptance** means the documents that formalize the legal process of offer and acceptance;

3.14 **functionality** means the ability of a tenderer to provide engineering and construction works in accordance with specifications as set out in the tender documents;

3.15 **invitation to tender** means formal invitation to qualified tenderers to make a written offer for construction works;

3.16 **list of returnable documents** means document that lists everything the employer requires a tenderer to include with the tender submission;

3.17 **management contractor** means contract under which a contractor provides consultation during the design stage and is responsible for planning and managing all post contract activities for contractors and the performance of the whole contract;

3.18 **notice and invitation to submit an expression of interest** means the document that alerts respondents to submit their credentials in order to be admitted to an electronic database or to be invited to submit tenders should they satisfy the stated criteria;

3.19 **potentially emerging enterprise** means an enterprise which is least 50 percent owned, managed and controlled by black people;

3.20 **preference** means points awarded for Broad-Based Black Economic Empowerment (B-BBEE) status level of contribution;

3.21 **pricing assumptions** means the document that provides the criteria and assumptions which are assumed in the contract and which the tenderer has taken into account when developing his prices, or target in the case of target cost contracts;

3.22 **quality** means totality of features and characteristics of a product or service that bears on the ability of the product or service to satisfy stated or implied needs;

3.23 **scope of work** means the documentation that specifies and describes the engineering and construction works which are to be provided and any other requirements and constraints relating to the manner in which the contract work is to be performed;

3.24 **services contract** means the contract for the provision of labour or work, including knowledge-based expertise, carried out by hand, or with the assistance of equipment and plant;

3.25 **site information** means the document that describes the site as at the time of tender, to enable the tenderer to price tender and to decide upon the method of working and programming;

3.26 **submission data** means document that establishes the respondent's obligations in responding to a call for an expression of interest and the employer's undertakings in administering the process of calling for and receiving expressions of interest;

3.27 **term contract** means a contract that enables the employer to order work during a prescribed period at agreed rate;

3.28 **tender data** means the document that establishes the tenderer's obligations in submitting a tender and the employer's undertakings in administering the tender process and evaluating tender offers;

3.29 **tenderer** means a cidb registered sole proprietor, partnership or trust who establishes a company or close corporation in terms of the Companies Act, 1973 or the Close Corporations Act, 1984; submitting a tender offer;

3.30 **tender notice** means a formal communication to tenderers to submit competitive tenders;

3.31 **tender offer** means a written offer to carry out engineering and construction works under given conditions, usually at a stated price, and which is capable of acceptance and conversion into a binding contract;

3.32 **threshold** means a monetary value of a procurement contract established in any legislation governing procurement or by the executive of an institution, below which a procedure must be used.

## 4 Requirements

### 4.1 General

Procurement of construction works shall be undertaken in accordance with:

- the provisions of legislation regulating procurement;
- the cidb Code of Conduct for all parties engaged in Construction Procurement published in terms of section 5(4) of the Construction Industry Development Board Act.

### 4.2. Solicitation of tender offers

#### 4.2.1 General

4.2.1.1 Tender offers shall be solicited using one of the Standard Procurement Procedures and Tender Evaluation Methods described in Table 1.

4.2.1.2 As a general rule, engineering and construction works contract shall be solicited using Standard Methods of procuring different categories of engineering and construction works contracts in accordance with the provisions of Table 2.

4.2.1.3 The scope of work, terms and conditions and prices that are negotiated in the negotiation procedure, the proposal procedure using the two-stage system or the competitive negotiation procedure shall be in the best interests of the employer.

4.2.1.4 Minutes of such negotiations and the reasons for pursuing such procedures shall be kept for record and audit purposes.

4.2.1.5 Subject to section 23(2) of the Construction Industry Development Board Act, 38 of 2000, all tender offers above the prescribed tender value published by the Minister shall include a condition that such contracts comply with the cidb best practice standards, published in terms of project assessment scheme.

#### 4.2.2 Activities associated with the solicitation of tender offers

##### 4.2.2.1 Preparation of procurement documents

- Procurement documents for engineering and construction works contract shall in general:
  - require tenderers to submit particulars sufficient for the employer to evaluate their tenders and to assess their status, capabilities and capacities to perform the contract;
  - set out, in a clear and unambiguous manner, the criteria by which tenders are to be evaluated;
  - define the risks, liabilities and contractual obligations of the parties to the contract;
  - define the nature and quality of construction works to be provided in the performance of the contract.

**Table 1: Standard Procurement Procedures and Tender Evaluation Methods**

Procedure		Description
PP1	Negotiation procedure	A tender offer is solicited from a single tenderer.
	Competitive selection procedure	Any procurement procedure in which the contract is normally awarded to the contractor who submits the lowest financial offer or obtains the highest number of tender evaluation points.
PP2	PP2A Nominated procedure	Tenderers that satisfy prescribed criteria are accepted to an electronic data base. Tenderers are invited to submit tender offers based on search criteria and their position on the data base. Tenderers are repositioned on the data base upon appointment or upon the submission of a tender offer.
	PP2B Open procedure	Tenderers must submit tender offers in response to an advertisement by the employer to do so.
	PP2C Qualified procedure	A call for expressions of interest is advertised and thereafter only those tenderers who have expressed interest, satisfy objective criteria and who are selected to submit tender offers, are invited to do so.
	PP2D Quotation procedure	Tender offers are solicited from not less than three tenderers in any manner the employer chooses, subject to the procedures being fair, equitable, transparent, competitive and cost-effective.
	PP2E Proposal procedure using the two-envelope system	Tenderers submit technical and financial proposals in two envelopes. The financial proposal is only opened should the technical proposal be found to be acceptable.
	PP2F Proposal procedure using the two-stage system	Non-financial proposal are called for. Tender offers are then invited from those tenderers that submit acceptable proposals based on revised procurement documents. Alternatively, a contract is negotiated with the tenderer scoring the highest number of evaluation points.
	PP2G Shopping procedure	Written or verbal offers are solicited in respect of readily available goods obtained from three sources. The goods are purchased from the source providing the lowest price once it is confirmed in writing.
PP3	Competitive negotiation procedure	A procurement procedure which reduces the number of tenderers competing for the contract through a series of negotiations until the remaining tenderers are invited to submit final offers.
	PP3A Restricted competitive negotiations	A call for expressions of interest is advertised and thereafter only those tenderers who have expressed interest, satisfy objective criteria and who are selected to submit tender offers, are invited to do so. The employer evaluates the offers and determines who may enter into competitive negotiations.
	PP3B Open competitive negotiations	Tenderers must submit tender offers in response to an advertisement by the employer to do so. The employer evaluates the offers and determines who may enter into competitive negotiations.

**Table 2: Standard methods for procuring different categories of engineering and construction works contracts**

Category of contract	Type of contracting strategies	Definitions	Standard Procurement Procedure
Engineering and construction works	Design by employer	Contract under which a contractor undertakes only construction based on full designs issued by the employer	PP2B Open Procedure
	Design and build	Contract in which a contractor designs a project based on a brief provided by the employer and constructs it	PP2E Proposal Procedure using two-stage system PP2C Qualified Procedure and eligibility criteria framed around the attainment of a minimum functionality score or requirements
	Develop and construct	Contract based on a scheme design prepared by the employer under which a contractor produces drawings and constructs	PP3A Restricted Competitive Negotiation Procedure

Category of contract	Type of contracting strategies	Definitions	Standard Procurement Procedure
	Management contractor / Construction Management	Contract under which a contractor provides consultation during the design stage and is responsible for planning and managing all post contract activities for contractors and the performance of the whole contract	PP3B Open Competitive Negotiation Procedure

4.2.2.2 The employer shall apply the Register of Contractors as a requirement to any contracting strategy in Table 2 above for engineering and construction works contract.

#### 4.2.3 Competitive negotiation procedures

4.2.3.1 The competitive negotiation procedures shall be used to negotiate with a number of responsive and qualified tenderers in order to arrive at the most acceptable offer in terms of one of the methods for the evaluation of tenders.

4.2.3.2 The employer shall negotiate with responsive and qualified tenderers when using the competitive negotiation procedures through one or more rounds of competitive negotiations, based on their rankings or the number of tender evaluation points, until the remaining tenderers are invited to submit final offers. During such negotiations, the employer:

- a) shall ensure equal treatment of all tenderers and not provide any requirements, criteria, guidelines, documents, clarification or other information relative to the negotiations in a discriminatory manner which may give some tenderers an advantage over others;
- b) may provide for the negotiated procedure to take place in successive stages in order to reduce the number of tenders to be negotiated with, by applying the evaluation criteria disclosed in the procurement documents that are issued to tenderers;
- c) may not reveal to the other participants solutions proposed or other confidential information communicated by a tenderer participating in the process without that tenderer's agreement;
- d) may request that tender offers be clarified, specified and fine-tuned provided that such clarification, specification, fine-tuning or additional information does not:
  - i) involve changes to the basic features of the tender process or the tender data; or
  - ii) alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect on the tender process; and
- e) shall close the negotiation with tenderers when solutions which are capable of meeting its needs are identified, inform the tenderers accordingly and call for best and final offers.

4.2.3.3 Tenderers shall be informed of the competitive negotiation process and notified of the evaluation criteria and associated weightings in the tender data. The evaluation criteria associated with each successive round of negotiations shall not be varied. Tenderers shall be notified in advance of the weighting attached to each category or subcategory of evaluation criteria whenever another round of offers is called for.

#### 4.3 Evaluation of Tenders on Functionality

Generally, tender submissions are evaluated in terms of "Financial offer and preference". In the event of "functionality" being introduced as part of an evaluation criteria, such a requirement must be stated in the tender documents.

### **4.3.1 Process for Evaluation of Tenders on Functionality**

4.3.1.1 The evaluation criteria for measuring functionality must be objective.

4.3.1.2 The tender documents must specify-

- a) the evaluation criteria for measuring functionality;
- b) the points for each criteria and, if any, each sub-criterion; and
- c) the minimum qualifying score for functionality.

4.3.1.3 The minimum qualifying score for functionality for a tender to be considered further-

- a) must be determined separately for each tender; and
- b) may not be so-
  - i. low that it may jeopardize the quality of the required engineering and construction works; or
  - ii. high that it is unreasonably restrictive.

4.3.1.4 Points scored for functionality must be rounded off to the nearest two decimal places.

4.3.1.5 A tender that fails to obtain the minimum qualifying score for functionality, as indicated in the tender documents is not an acceptable tender.

4.3.1.6 Each tender that obtained the minimum qualifying score for functionality must be evaluated further in terms of price and the preference point system and any objective criteria envisaged in regulation 11 of the Preferential Procurement Regulations, 2017 (as amended).

### **4.3.2 Functionality in different Contracting Strategies**

To apply the different contracting strategies, works shall be classified as follows:

- **Simple/straightforward/routine work** - where the tasks or activities are of a straightforward nature in terms of which inputs are relatively well known and outputs can be readily defined.
- **Complex work** - characterised by requirements for higher levels of skills, greater resources or not well defined inputs and outputs.
- **Specialist work** - requiring considerable innovation, creativity, and expertise or skill (or both) or work that has a high downstream impact.

*Note: The value of the project or quantities shall not be used to determine whether the project is of a complex or specialist nature.*

#### **4.3.2.1 Design by an employer**

- a) If the construction works contract is deemed to be simple or straightforward or routine. No functionality criteria shall be specified in the tender data.
- b) If the construction works contract is deemed to be of a complex or specialist works, the employer may, in the tender data, specify functionality criteria and such criteria shall include:
  - i. Relevant applicable trades or skills in accordance with the scope of works; or
  - ii. Suitably qualified professional person in the built environment; or
  - iii. Any other legislated requirements as per the scope of works.

**Note:** The following contracting strategies are deemed to be deployed in circumstances where construction works contracts are of a complex or specialist works.

#### 4.3.2.2 Develop and Construct

The employer must, in the tender data, specify functionality criteria and such criteria shall include:

- i. Professionals registered with relevant built environment professions councils.
- ii. Demonstrated experience of key personnel in relation to the scope of works.
- iii. Any other legislated requirements as per the scope of work.

#### 4.3.2.3 Design and Build/Construct

The employer must, in the tender data, specify functionality criteria and such criteria shall include:

- i. Professionals registered with relevant built environment professions councils.
- ii. Demonstrated experience of key personnel in relation to the scope of works.
- iii. Any other legislated requirements as per the scope of work.

#### 4.3.2.4 Management Contract

The employer must, in the tender data, specify functionality criteria and such criteria shall include:

- i. Professionals registered with relevant built environment professions councils.
- ii. Demonstrated experience of key personnel in relation to the scope of works.
- iii. Any other legislated requirements as per the scope of work.

**4.3.3** Where functionality is evaluated, at least three persons who are fully conversant with the technical aspects of the scope of works shall undertake such evaluation.

### 4.4 Procurement documents

#### 4.4.1 General

**4.4.1.1** Construction procurement documents for engineering and construction works shall be formatted and compiled in accordance with the approach adopted under the headings contained in:

- a) Table 3: Calling for expressions of interest; or
- b) Table 4: Tenders are invited using a three-volume; or
- c) Table 5 Tenders are invited using a single volume;
- d) Table 6: Standard headings and sequencing of documents in the contract.

**Table 3: Documents that relate to a call for expressions of interest**

Contents		Function and broad outline of contents
Number	Heading	
<b>Part E1: Submission procedures</b>		
E1.1	Notice and invitation to submit an expression of interest	Alerts respondents to submit their credentials in order to be admitted to an electronic database or to be invited to submit tenders should they satisfy the stated criteria.
E1.2	Submission data	Establishes the rules from the time a call for an expression of interest is advertised to the time a submission is evaluated.

<b>Part E2: Returnable documents</b>		
E2.1	List of returnable documents	Ensures that everything the employer requires a respondent to include in his submission is included in, or returned with, such a submission.
E2.2	Submission schedules	Contains documents that the respondent is required to complete for the purpose of evaluating submissions.
<b>Part E3: Indicative scope of work (where appropriate)</b>		
E3	Indicative scope of work	Indicates to respondents what the contract is likely to entail so that they can make an informed decision as to whether or not they wish to respond and, if so, structure their submission around the likely demands of the project.

**Table 4: Standard headings and sequencing of documents when soliciting tenders where a three-volume approach is adopted**

Volume	Contents		Broad outline of contents
	Number	Heading	
<b>TENDERING PROCEDURES</b>			
<b>Volume 1</b>	T1.1	Tender Notice and Invitation to Tender	Ensures that everything the employer requires a tenderer to submit with the tender is included in or returned with the tender submission.
	T1.2	Tender Data	Establishes the rules from the time a tender is invited to the time a tender is awarded.
<b>RETURNABLE DOCUMENTS</b>			
<b>Volume 2</b>	T2.1	List of Returnable Documents	Ensures that everything the employer requires a tenderer to submit with the tender is included in or returned with the tender submission.
	C1.1	Form of Offer and Acceptance	Formalizes the legal process of offer and acceptance.
	C1.2	Contract Data (Part 2: Data provided by the contractor)	Identifies the applicable conditions of contract and associated contract-specific data that collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the contract.
	C2.2	Activity Schedule or Bills of Quantities	Records the contractor's prices for providing engineering and construction works which are described in the scope of work section of the contract.
	T2.2	Returnable Schedules	Contains documents that the tenderer is required to complete for the purpose of evaluating tenders and other schedules which, upon acceptance, become part of the subsequent contract.
<b>CONTRACT</b>			
<b>Volume 3</b>	<b>Part C1: Agreement and Contract Data</b>		
	C1.2	Contract Data (Part 1: Data provided by the employer)	Identifies the applicable conditions of contract and associated contract-specific data that collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the contract.
	<b>Part C2: Pricing data</b>		
	C2.1	Pricing Assumptions	Provides the criteria and assumptions which it is assumed (in the contract) that the tenderer has taken into account when developing the prices, or target in the case of target and cost-reimbursable contracts.
<b>Part C3: Scope of Work</b>			
	C3	Scope of Work	Specifies and describes the engineering and construction works which shall be provided and any other requirements and constraints relating to the manner in which the contract work shall be performed.
<b>Part C4: Site information (engineering and construction works contracts only)</b>			
	C4	Site Information	Describes the site at the time of tender to enable the tenderer to price his tender and to decide upon the method of working and programming, and risks.

4.4.1.2 The contract arising from the solicitation of tender offers using a three-volume approach or the Negotiated Procedure shall be formatted and compiled under the headings contained in Table 6.

4.4.1.3 The Tender Notice and Invitation to Tender shall, as a minimum, contain the wording provided in Annex A.

**Table 5: Standard headings and sequencing of documents when soliciting tenders where a single volume approach is adopted**

Contents		Function and broad outline of contents
Number	Heading	
<b>TENDER</b>		
<b>Part T1: Tendering procedures</b>		
T1.1	Tender Notice and Invitation to Tender	Alerts tenderers to the nature of the engineering and construction works required by the employer and must contain sufficient information to enable them to respond appropriately.
T1.2	Tender Data	Establishes the rules from the time a tender is invited to the time a tender is awarded.
<b>Part T2: Returnable documents</b>		
T2.1	List of Returnable Documents	Ensures that everything the employer requires a tenderer to submit with the tender is included in or returned with the tender submission.
T2.2	Returnable Schedules	Contains documents that the tenderer is required to complete for the purposes of evaluating tenders and other schedules which, upon acceptance, become part of the subsequent contract.
<b>CONTRACT</b>		
<b>Part C1: Agreement and Contract Data</b>		
C1.1	Form of Offer and Acceptance	Formalizes the legal process of offer and acceptance.
C1.2	Contract Data	Identifies the applicable conditions of contract and associated contract-specific data that collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the contract.
<b>Part C2: Pricing data</b>		
C2.1	Pricing Assumptions	Provides the criteria and assumptions which it is assumed (in the contract) that the tenderer has taken into account when developing the prices, or target in the case of target and cost-reimbursable contracts.
C2.2	Pricing schedules / Activity Schedule or Bills of Quantities	Records the contractor's prices for providing engineering and construction works which are described in the scope of work section of the contract.
<b>Part C3: Scope of Work</b>		
C3	Scope of Work	Specifies and describes the engineering and construction works which shall be provided and any other requirements and constraints relating to the manner where the works shall be performed.
<b>Part C4: Site information (engineering and construction works contracts only)</b>		
C4	Site Information	Describes the site at the time of tender to enable the tenderer to price his tender and to decide upon his method of working and programming, and risks.

**Table 6: Standard headings and sequencing of documents in the contract**

Contents		Broad outline of contents
Number	Heading	
<b>Part C1: Agreements and contract data</b>		
C1.1	Form of Offer and Acceptance	Formalizes the legal process of offer and acceptance.
C1.2	Contract Data	Identifies the applicable conditions of contract and associated contract-specific data that collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the contract.
<b>Part C2: Pricing data</b>		
C2.1	Pricing Assumptions	Provides the criteria and assumptions which it is assumed (in the contract) that the tenderer has taken into account when developing the prices, or target in the case of target and cost-reimbursable contracts.
C2.2	Activity Schedule or Bills of Quantities	Records the contractor's prices for providing engineering and construction works which are described in the scope of work section of the contract.
<b>Part C3: Scope of Work</b>		
C3	Scope of Work	Specifies and describes the engineering and construction works which shall be provided and any other requirements and constraints relating to the manner in which the contract work shall be performed.
<b>Part C4: Site information (engineering and construction works contracts only)</b>		
C4	Site Information	Describes the site at the time of tender to enable the tenderer to price the tender and to decide upon the method of working and programming, and risks.

4.4.1.4 The Form of Offer and Acceptance with a schedule of deviations provided in Annex B shall be used with minimal contract specific amendments to form the basis of agreements arising from the solicitation of tender offers.

4.4.1.5 The Notice and Invitation to submit an Expression of Interest shall, as a minimum, contain the wording provided in Annex D.

4.4.1.6 The Record of Addenda to Tender Documents and the Compulsory Enterprise Questionnaire contained in Annexes F and G, respectively, shall form part of the Returnable Documents in all procurement documents issued by employer.

#### 4.4.2 Tender Data

4.4.2.1 The Tender Data shall reference the Standard Conditions of Tender contained in Annex C.

4.4.2.2 The tender offer validity period provided for in the tender data shall not exceed twelve (12) weeks. Any extension beyond twelve (12) weeks must be approved by the Accounting Officer.

4.4.2.3 The Tender Data associated with a Standard Tender Evaluation Method shall reference the method to be used by the employer.

#### 4.4.3 Contract data

4.4.3.1 The contract data in respect of prime or main contracts must reference one of the following standard industry forms of contract unless the publishers of such forms of contract indicate that such a form of contract is not suited for the intended application:

- a) Engineering and Construction Works Contract -
  - i) General Conditions of Contract for Construction Works (GCC);
  - ii) Conditions of Contract for Construction, Conditions of Contract for Plant and Design-Build, Conditions of Contract for FIDIC EPC/Turnkey Projects, Conditions of Contract for Design, Build and Operate Projects or Short Form of Contract;
  - iii) JBCC series 2000 Principal Building Agreement or Minor Works Agreement; or
  - iv) NEC3 Engineering and Construction Short Contract or NEC3 Engineering and Construction Contract.

4.4.3.2 The standard industry forms of contract shall be used with minimal project specific variations and additions which do not change their intended usage.

4.4.3.3 Guarantees required in engineering and construction contracts shall not substantially differ from the samples provided by the drafters of the forms of contract listed in paragraph (4.4.3.1a) or the form as provided in the contract. Such guarantees shall in the case of a fixed guarantee not exceed 10% of the contract price or, in the case of a variable guarantee not exceed 12, 5%, and shall be stated in the contract data.

4.4.3.3.1 Forms of Guarantees shall, where the parties otherwise agree; include one or more of the following:

- a) Guarantee issued by an insurance company duly registered in terms of the Insurance Act (Long Term Insurance Act No 52 of 1998 or Short Term Insurance Act No 53 of 1998) or a bank duly registered in terms of the Banks Act No 94 of 1990; or
- b) A cash deposit paid in the name of employer; or
- c) A payment reduction against payment certificates; or
- d) Combination of (a) to (c) above.

4.4.3.4 The deduction of retention monies, as stated in the contract data, shall not exceed 10% of any amount due to a contractor. Where guarantees are provided in terms of 4.4.3.3, the total amount of retention monies held shall not exceed 5% of the contract price.

#### 4.4.4 Submission Data

4.4.4.1 The Submission Data shall reference the Standard Conditions for the Calling for Expressions of Interest contained in Annex D.

#### 4.4.5 Subcontracting as a condition of tender

If feasible to subcontract for an engineering and construction works contract, an employer must apply subcontracting to advance designated groups in accordance with the provisions of sections 9 and 12 of the Preferential Procurement Regulations, 2017 (as amended).

#### 4.4.6 Scope of work

4.4.6.1 The scope of work shall, wherever possible be:

- a) described in terms of performance rather than the design or descriptive characteristics, and
- b) based on national or international standards, where such exist.

4.4.6.2 Requirements in the form of specifications, plans, drawings, designs, testing and test methods, packaging, marking or labelling or conformity certification shall not create trade barriers. Reference to any particular trademark, name, patent, design, type, specific origin or producer shall not be made unless there is no other sufficiently precise or intelligible way of describing the characteristics of the work. Such reference shall be accompanied by the words "or equivalent".

### 4.5 Applying the cidb register of contractors to public contracts

4.5.1 Subject to regulation 6 read with regulation 25 of the Construction Industry Development Regulations, 2004 (as amended), contractor grading designations shall, where appropriate, be described in all procurement documents by a three-digit alpha-numeric where the first character is a number representing the tender value designation and the next two characters are capital letters representing the designation for the class of engineering and construction works.

4.5.2 The following wording must be included in the Notice and Invitation to Tender in all engineering and construction works contracts:

*It is estimated that tenderers must have a cidb contractor grading designation of .... or ..... or higher...*

*Note: Delete "or ...." where only one class of construction works is applicable.*

4.5.3 The following wording must be included in the Tender Data, where the class of work is designated in terms clause 4.5.1:

Clause number (refer to Annex C)	
C.2.1	<p>Only those tenderers who are registered with the cidb, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a .... Or .....* class of construction work, are eligible to have their tenders evaluated.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"><li>1. every member of the joint venture is registered with the cidb;</li><li>2. the lead partner has a contractor grading designation in the .... or .....* class of construction work; or not lower than one level below the required grading designation in the class of works construction works under considerations and possess the required recognition status.</li><li>3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a .... or .....* class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.</li></ol>

*\* insert class of construction work. Delete "or ...." where only one class of construction works is applicable.*

4.5.4 The following wording must be included in the Notice and Invitation to submit an Expression of Interest in respect of engineering and construction works, where the contractor grading designation is based on the estimated value of a tender that may arise:

*Respondents must have a contractor grading designation of ... or ..... or higher.*

*Note: Delete "or ...." where only one class of construction works is applicable.*

4.5.5 The following wording must be included in the Submission Data:

Clause number (refer to Annex E)	
E.2.1	Only those respondents who are registered with the Construction Industry Development Board, or are capable of being so registered within twenty-one (21) working days from the closing date for submission of tenders, in a contractor grading designation of .... or .... * or higher, are eligible to have their submissions evaluated.

*\*insert contractor grading designation for one or two classes of construction works. Delete "or ...." where only one class of construction works is applicable.*

4.5.6 The following wording must be included in the Submission Data:

Clause number (refer to Annex E)	
E.2.1	Joint ventures are eligible to have their submissions evaluated provided that: <ol style="list-style-type: none"> <li>every member of the joint venture is registered with the cidb not later than twenty-one (21) working days from the closing date for tenders;</li> <li>the lead partner has a contractor grading designation in the .... or .....* class of construction work; or not lower than one level below the required grading designation in the class of works construction works under considerations and possess the required recognition status.</li> <li>the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than the required contractor grading designation.</li> </ol>

*\* insert class of construction work. Delete "or ...." where only one class of construction works is applicable.*

4.5.7 Where an employer promotes potentially emerging enterprises within a framework of a targeted development programme as contemplated in terms of the Construction Industry Development Regulations:

a) the wording provided in the Notice and Invitation to Tender in terms of 4.5.2 shall be amended as follows:

*It is estimated that tenderers must have a cidb contractor grading designation of ..... or .....\* or higher. .... or .....\*\* potentially emerging enterprises who satisfy criteria stated in the Tender Data may submit tender offers.*

*\* insert estimated contractor grading designation in one or two construction classes, as relevant.*

*\*\* insert one contractor grading designation below estimated contractor grading designation*

*Note: Delete "or ...." where only one class of construction works is applicable.*

b) the wording in the Tender Data provided in terms of 4.5.3 shall be amended as follows:

Clause number (refer to Annex C)	
C.2.1	The following tenderers who are registered with the cidb, or are capable of being so registered prior to the evaluation of submissions, are eligible to have their tenders evaluated: <ol style="list-style-type: none"> <li>contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a .... or .....*. class of construction work; and</li> <li>contractors registered as potentially emerging enterprises with the cidb who are registered in one contractor grading designation lower than that required in terms of a) above and who satisfy the following criteria:.....**</li> </ol>

*\* insert class of construction work. Delete "or ...." where only one class of construction works is applicable.*

*\*\*state criteria relevant to employer's targeted development programme*

c) the wording provided in terms of 4.5.4 shall be amended as follows:

*Respondents must have a contractor grading designation of ... or ..... or higher. .... or ..... potentially emerging enterprises who satisfy criteria stated in the Submission Data may submit expressions of interest.*

Note: Delete "or ...." where only one class of construction works is applicable.

d) the wording in the Submission Data provided in terms of 4.5.5 shall be amended as follows:

Clause number (refer to Annex D.)	
D.2.1	<p>The following respondents who are registered with the cidb or are capable of being so registered within twenty-one (21) working days from the closing date for the submission of tenders are eligible to have their submissions evaluated:</p> <p>a) those respondents who are registered with the Construction Industry Development Board or are capable of being so registered within twenty-one (21) working days from the closing date for submission of tenders, in a contractor grading designation of ..... or .....*or higher; and</p> <p>b) contractors registered as potentially emerging enterprises with the cidb who are registered in one contractor grading designation lower than that required in terms of a) above and who satisfy the following criteria:</p> <p style="text-align: right;">**</p>

*\* insert contractor grading designation for one or two classes of construction works. Delete "or ...." where only one class of construction works is applicable.*

*\*\*state criteria relevant to employer's targeted development programme.*

e) details appropriate to any support provided must be stated in the Contract Data, the Pricing Data and the Scope of Work, as relevant.

4.5.8 Employers, wherever appropriate, in support of industry development, shall in the application of the register of contractors, promote the participation and development of registered contractors by means of one or more of the following:

- a) unbundling projects into smaller contracts;
- b) implementing targeted development programmes to support potentially emerging contractors in accordance with the provisions regulations 25(8) of the Construction Industry Development Regulations;
- c) requiring a prime contractor to subcontract defined portions of the works to such contractors in accordance with the provisions of 4.4.5.

## Annex A

### Standard Tender Notice and Invitation to Tender

	<b>Guidance Notes</b>
..... invites tenders for .....	<i>Enter the name of the employer and describe briefly what is to be procured, and if appropriate, over what time period.</i>
It is estimated that tenderers must have a cidb contractor grading of ... or ... or higher.	<i>Omit where:</i> <i>i) the contract involves goods or services; or</i> <i>ii) the employer promotes potentially emerging enterprises in engineering and construction works.</i> <i>Insert best estimate of required contractor grading designation.</i>
It is estimated that tenderers must have a cidb contractor grading of ... or ... or higher. .... or ..... potentially emerging enterprises who satisfy criteria stated in the Tender Data may submit tender offers.	<i>Omit where:</i> <i>i) the contract involves goods or services; or</i> <i>ii) the employer does not promote potentially emerging enterprises in engineering and construction works.</i> <i>Insert best estimate of required contractor grading designation and one contractor grading designation lower before "potentially emerging".</i>
Preferences are offered to tenderers who .....	<i>Briefly indicate the nature of the preferences that are applicable, if so desired.</i>
Only tenderers who ..... are eligible to submit tenders.	<i>Where applicable, state essence of eligibility criteria.</i>
The physical address for collection of tender documents is: .....	<i>Enter data</i>
Documents may be collected during working hours after 09:00 on .....	
A non-refundable tender deposit of R.....payable in cash or by bank guaranteed cheque made out in favour of the Employer is required on collection of the tender documents.	<i>Omit if not a requirement. Amend wording if cheques or cash are not acceptable.</i>
Queries relating to the issue of these documents may be addressed to Mr/Ms ...., Tel No. ...., Fax No. ...., E-Mail .....	<i>Enter data</i>
A compulsory clarification meeting with representatives of the Employer will take place at ..... on ..... starting at .... hrs.	<i>Omit if not a requirement</i>
The closing time for receipt of tenders is ..... hrs on ..... Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted.	<i>Enter data and delete that which does not apply</i>
Tenders must only be submitted on the tender documentation that is issued.	
Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.	

## Annex B

### Form of Offer and Acceptance

**Note:** 1 This form of offer and acceptance is identical to that contained in Annex F of SANS 10845 - 1: Construction Procurement Processes, Procedures and Methods.

2 SAICE's Practice Manual #1, The use of South African National Standards in Construction Procurement, provides guidance on the formulation of the wording for the actual offer where it is not based on the offered total of prices.

#### Offer

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: .....

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

**THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS .....Rand (in words);**

R..... (in figures) (or other suitable wording)

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 tenderer)		
Name and 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 C1 Agreements and contract data, (which includes this agreement)

Part C2 Pricing data

Part C3 Scope of work

Part C4 Site information and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the returnable 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 form of offer and acceptance. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five (5) working days of the date of such receipt notifies the employer in writing of any reason why he/she cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.<sup>1</sup>

Signature(s)			
Name(s)			
Capacity			
for the Employer	(Name and address of employer)		
Name and signature of witness			Date

<sup>1</sup> As an alternative, the following wording may be used:

Notwithstanding anything contained herein, this agreement comes into effect two working days after the submission by the employer of one fully completed original copy of this document including the schedule of deviations (if any), to a courier-to-counter delivery / counter-to-counter delivery / door-to-counter delivery /door-to-door delivery /courier service (delete that which is not applicable), provided that the employer notifies the tenderer of the tracking number within 24 hours of such submission. Unless the tenderer (now contractor) within seven working days of the date of such submission notifies the employer in writing of any reason why he/she cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

## Schedule of Deviations

### Notes:

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

1      Subject \_\_\_\_\_

Details \_\_\_\_\_

2      Subject \_\_\_\_\_

Details \_\_\_\_\_

3      Subject \_\_\_\_\_

Details \_\_\_\_\_

4      Subject \_\_\_\_\_

Details \_\_\_\_\_

By the duly authorised representatives signing this agreement, 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 returnable schedules, as well as any confirmation, clarification or changes 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.

## Annex C

### Standard Conditions of Tender

#### C.1 General

##### C.1.1 Actions

C.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in C.2 and C.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

C.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

**Note:**

- 1) *A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.*
- 2) *Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.*

C.1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

##### C.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

##### C.1.3 Interpretation

C.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

C.1.3.2 These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

C.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

- a) **conflict of interest** means any situation in which:
  - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
  - ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
  - iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;

- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

#### **C.1.4 Communication and employer's agent**

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

#### **C.1.5 Cancellation and Re-Invitation of Tenders**

C.1.5.1 An employer may, prior to the award of the tender, cancel a tender if-

- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;
- b) funds are no longer available to cover the total envisaged expenditure; or
- c) no acceptable tenders are received.
- d) there is a material irregularity in the tender process.

C.1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised

C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

#### **C.1.6 Procurement procedures**

##### **C.1.6.1 General**

Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

##### **C.1.6.2 Competitive negotiation procedure**

C.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.

Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

C.1.6.2.4 The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.

### **C.1.6.3 Proposal procedure using the two stage-system**

#### **C.1.6.3.1 Option 1**

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

#### **C.1.6.3.2 Option 2**

C.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

C.1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

## **C.2 Tenderer's obligations**

### **C.2.1 Eligibility**

C.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

C.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

### **C.2.2 Cost of tendering**

C.2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

C.2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

### **C.2.3 Check documents**

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

#### **C.2.4 Confidentiality and copyright of documents**

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

#### **C.2.5 Reference documents**

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

#### **C.2.6 Acknowledge addenda**

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

#### **C.2.7 Clarification meeting**

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

#### **C.2.8 Seek clarification**

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.

#### **C.2.9 Insurance**

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

#### **C.2.10 Pricing the tender offer**

C.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable fourteen (14) days before the closing time stated in the tender data.

C.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

C.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

C.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

#### **C.2.11 Alterations to documents**

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

## **C.2.12 Alternative tender offers**

C.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

C.2.12.2 Accept that an alternative tender offer must be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.

## **C.2.13 Submitting a tender offer**

C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

C.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

C.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

C.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

C.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

C.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

C.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

## **C.2.14 Information and data to be completed in all respects**

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

## **C.2.15 Closing time**

C.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

C.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

## **C.2.16 Tender offer validity**

C.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

C.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).

C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".

## **C.2.17 Clarification of tender offer after submission**

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

*Note: Sub-clause C.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.*

## **C.2.18 Provide other material**

C.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment.

Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

C.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

## **C.2.19 Inspections, tests and analysis**

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

## **C.2.20 Submit securities, bonds and policies**

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

## **C.2.21 Check final draft**

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

## **C.2.22 Return of other tender documents**

If so instructed by the employer, return all retained tender documents within twenty-eight (28) days after the expiry of the validity period stated in the tender data.

## **C.2.23 Certificates**

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

## **C.3 The employer's undertakings**

### **C.3.1 Respond to requests from the tenderer**

C.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.

C.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

### **C.3.2 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 three (3) working 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 collected tender documents.

### **C.3.3 Return late tender offers**

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

### **C.3.4 Opening of tender submissions**

C.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

C.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where

applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.

**C.3.4.3** Make available the record outlined in C.3.4.2 to all interested persons upon request.

### **C.3.5 Two-envelope system**

**C.3.5.1** Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

**C.3.5.2** Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

### **C.3.6 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.

### **C.3.7 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 his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

### **C.3.8 Test for responsiveness**

**C.3.8.1** Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

**C.3.8.2** A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

### C.3.9 Arithmetical errors, omissions and discrepancies

C.3.9.1 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.

C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.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.

C.3.9.3 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.

C.3.9.4 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 item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

### C.3.10 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.

### C.3.11 Evaluation of tender offers

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project.

Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

**The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:**

Requirement	Qualitative interpretation of goal
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.

Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.
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**The activities associated with evaluating tender offers are as follows:**

- a) Open and record tender offers received
- b) Determine whether or not tender offers are complete
- c) Determine whether or not tender offers are responsive
- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification
- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report
- h) Confirm the recommendation contained in the tender evaluation report

#### **C.3.11.1 General**

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

#### **C.3.12 Insurance provided by the employer**

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

#### **C.3.13 Acceptance of tender offer**

Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
- c) has the legal capacity to enter into the contract;
- d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her 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.

#### **C.3.14 Prepare contract documents**

C.3.14.1 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.

**C.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.**

**C.3.15 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.

**C.3.16 Registration of the award**

An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the cidb Register of Projects.

**C.3.17 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.

**C.3.18 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.

## Annex D

### Standard Conditions for the calling for Expressions of Interest

#### D.1 General

##### D.1.1 Actions

D.1.1.1 The employer and each respondent submitting an expression of interest shall comply with these conditions for calling for expressions of interest. In their dealings with each other, they shall discharge their duties and obligations as set out in D.2 and D.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anti-competitive practices.

D.1.1.2 The employer and the respondent and all their agents and employees involved in the submission process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Respondents shall declare any potential conflict of interest in their submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

**Note:** 1) *A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.*  
2) *Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.*

D.1.1.3 The respondent shall not make a submission without having a firm intention and the capacity to proceed with the next stage of the procurement process.

##### D.1.2 Supporting documents

The documents issued by the employer for the purpose of obtaining expressions of interest are listed in the submission data.

##### D.1.3 Interpretation

D.1.3.1 The submission data and additional requirements contained in the submission schedules that are included in the returnable documents are deemed to be part of these conditions for the calling for expressions of interest.

D.1.3.2 For the purposes of these conditions for the calling for expressions of interest, the following definitions apply:

- a) **conflict of interest** means any situation in which:
  - i. someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially.
  - ii. an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit.
  - iii. incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.
- b) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and

c) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels

#### **D.1.4 Communication and employer's agent**

Each communication between the employer and a respondent shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a respondent. The name and contact details of the employer's agent are stated in the submission data.

### **D.2 Respondent's obligations**

#### **D.2.1 Eligibility**

Submit an expression of interest only if the respondent complies with the criteria stated in the submission data and the respondent, or any of his/her principals, is not under any restriction to do business with the employer.

#### **D.2.2 Cost of submissions**

Accept that the employer will not compensate the respondent for any costs incurred in the preparation and delivery of a submission.

#### **D.2.3 Check documents**

Check the submission documents on receipt, including pages within them, and notify the employer of any discrepancy or omission.

#### **D.2.4 Acknowledge addenda**

Acknowledge receipt of addenda to the submission documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the submission data, in order to take the addenda into account.

#### **D.2.5 Clarification meeting**

Attend the clarification meeting(s) at which respondents may familiarize themselves with the proposed work, services or supply (and location, etc.) and raise questions. Details of the meeting(s) are stated in the submission data.

#### **D.2.6 Seek clarification**

Request clarification of the submission documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the submission data.

#### **D.2.7 Making a submission**

**D.2.7.1** Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

**D.2.7.2** Seal the original and each copy of the submission as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the submission data, as well as the respondent's name and contact address.

D.2.7.3 Accept that the employer shall not assume any responsibility for the misplacement or premature opening of the submission if the outer package is not sealed and marked as stated.

#### **D.2.8 Information and data to be completed in all respects**

Accept that submissions, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

#### **D.2.9 Closing time**

Ensure that the employer receives the submissions at the address specified in the submission data not later than the closing time stated in the submission data. Proof of posting shall not be accepted as proof of delivery. The employer shall not accept submissions submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the submission data.

Accept that, if the employer extends the closing time stated in the submission data for any reason, the requirements of these conditions for expressions of interest apply equally to the extended deadline.

#### **D.2.10 Clarification of submission**

Provide clarification of a submission in response to a request to do so from the employer during the evaluation of submissions.

### **D.3 Employer's undertakings**

#### **D.3.1 Respond to clarification**

Respond to a request for clarification received up to five (5) working days before the submission closing time stated in the submission data and notify all respondents who attended the clarification meetings, if any, of those responses.

#### **D.3.2 Issue Addenda**

If necessary, issue addenda that may amend or amplify the submission documents to each respondent during the period from the date of the calling for expressions of interest until seven (7) working days before the closing time for submissions stated in the submission data. If, as a result, a respondent applies for an extension to the closing time stated in the submission data, the employer may grant such extension and, shall then notify it to all respondents.

#### **D.3.3 Late submissions**

Unless otherwise stated in the submission data, return submissions received after the closing time stated in the submission data, unopened, (unless it is necessary to open a submission to obtain a forwarding address), to the respondent concerned.

#### **D.3.4 Opening of submissions**

D.3.4.1 Record the name of each respondent whose submission is opened and acknowledge receipt of each submission.

D.3.4.2 Make available the names of the respondents that made submissions prior to the closing time for submissions to all interested persons upon request.

#### **D.3.5 Non-disclosure**

Not disclose to respondents, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of submissions until after the evaluation process is complete.

### **D.3.6 Grounds for rejection and disqualification**

Determine whether there has been any effort by a respondent to influence the processing of submissions and instantly disqualify a respondent if it is established that he/she engaged in corrupt or fraudulent practices.

### **D.3.7 Test for responsiveness**

Determine, on opening and before detailed evaluation, whether each submission received:

- a) meets the requirements of these conditions for the calling for expressions of interest;
- b) has all the substantive provisions properly and fully completed and signed, and
- c) is responsive to the other requirements of the call for expressions of interest.

### **D.3.8 Non-responsive submissions**

Reject all non-responsive submissions.

### **D.3.9 Evaluation of responsive submissions**

D.3.9.1 Appoint an evaluation panel of not less than three persons. Evaluate submissions using the evaluation criteria established in the submission data.

D.3.9.2 Notify the respondents of the outcome of the evaluation process within two (2) weeks of the evaluation report being accepted by the employer.

### **D.3.10 Provide written reasons for actions taken**

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

## Annex E

### Standard Notice and Invitation to submit an Expression of Interest

	<b>Guidance</b>
Expressions of interest are invited for the provision of .....	<i>Describe briefly what is to be procured, and if appropriate, over what time period.</i>
The Employer is .....	
.....	<i>Describe objective selection criteria and provide any other pertinent information.</i>
The physical address for collection of documentation is: .....	
Documents may be collected during working hours after ..... on .....	
Queries relating to the issues of these documents may be addressed to Mr/Ms .. ., Tel No. . . . ., Fax No. . . . . E-mail . . . . .	

**Annex F**  
**Record of Addenda to Tender Documents**

The undersigned 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.

Signed		Date	
Name		Position	
Tenderer			

**Annex G**  
**Compulsory Enterprise questionnaire**

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

**Section 1: Name of enterprise:**

**Section 2: VAT registration number, if any:**

**Section 3: cidb registration number, if any:**

**Section 4: CSD number:**

**Section 5: Particulars of sole proprietors and partners in partnerships:**

Name*	Identity number*	Personal income tax number*

\* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

**Section 6: Particulars of companies and close corporations**

Company registration number:

Close corporation number:

Tax reference number:

**Section 7: SBD4 issued by National Treasury must be completed for each tender and be attached as a tender requirement.**

**Section 8: SBD 6 issued by National Treasury must be completed for each tender and be attached as a tender requirement.**

**Section 9: SBD8 issued by National Treasury must be completed for each tender and be attached as a tender requirement.**

**Section 10: SBD9 issued by National Treasury must be completed for each tender and be attached as a tender requirement.**

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

- i) authorizes the employer to verify the tenderers tax clearance status from the South African Revenue Services that it is in order;
- ii) confirms that the 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 Defaulters 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 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; and
- iv) 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		Date	
Name		Position	
Enterprise name			

# STANDARD PROFESSIONAL SERVICES CONTRACT

**(July 2009)**  
**(Third Edition of CIDB document 1015)**



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Fraudline: 0800 11 24 32Call  
Centre: 0860 103 353  
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## PREFACE

The Standard Professional Services Contract has been prepared for use by Employers when they engage firms or individuals (Service Providers) for the performance of knowledge-based expertise provided on the basis of trust.

This document is intended to be used with the procurement documents prepared in accordance with the provisions of SANS 10403: Formatting and Compilation of Construction Procurement Documents

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## GENERAL CONDITIONS OF CONTRACT

### 1. DEFINITIONS

In the Contract, the following words and expressions shall have the meanings indicated, except where the context otherwise requires. Defined terms and words are signified in the text of the Contract by the use of capital initial letters.

**Contract**

The Contract signed by the Parties and of which these General Conditions of Contract form part.

**Contract Data**

Specific data, which together with these General Conditions of Contract, collectively describe the risks, liabilities and obligations of the contracting Parties and the procedures for the administration of the Contract.

**Contract Price**

The price to be paid for the performance of the Services in accordance with the Pricing Data.

**Day**

A calendar day.

**Defect**

A part of the Services, as performed, which does not comply with the requirements of the Contract.

**Deliverable**

Any measurable, tangible, verifiable outcome, result or item that must be produced or completed;

**Employer**

The contracting party named in the Contract who employs the Service Provider.

**Force Majeure**

An event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

**Key Persons**

Persons who are named as such in the Contract Data who will be engaged in the performance of the Services.

**Others**

Persons or organisations who are not the Employer, the Service Provider or any employee, Subcontractor, or supplier of the Service Provider.

**Parties**

The Employer and the Service Provider.

**Period of Performance**

The period within which the Services are to be performed and completed, commencing from the Start Date.

**Personnel**

Persons hired by the Service Provider as employees and assigned to the performance of the Services or any part thereof.

**Personnel Schedule**

A schedule naming all Personnel and Key Persons.

**Pricing Data**

Data that establishes the criteria and assumptions that were taken into account when developing the Contract Price and the record of the components that make up the Contract Price.

**Project**

The project named in the Contract Data for which the Services are to be provided.

**Scope of Work**

The document which defines the Employer's objectives and requirements and specifies the Services which must, or may, be provided under the Contract.

**Service Provider**

The contracting party named in the Contract Data who is employed by the Employer to perform the Services described in the Contract, and legal successors to the Service Provider and legally permitted assignees.

**Services**

The work to be performed by the Service Provider pursuant to the Contract as described in the Scope of Work.

**Start date**

The date on which the Services are to commence, as stated in the Contract Data

**Subcontractor**

A person or body corporate who enters into a subcontract with the Service Provider to perform part of the Services.

**2. INTERPRETATION**

2.1 Unless inconsistent with the context, an expression which denotes :

- a) any gender includes the other genders;
- b) a natural person includes a juristic person and vice versa;
- c) the singular includes the plural and vice versa.

2.2 If there is any conflict between the provisions of these General Conditions of Contract and the Contract Data, the provisions of the Contract Data shall prevail.

2.3 The clause headings shall not limit, alter or affect the meaning of the Contract.

**3. GENERAL****3.1 Governing law**

Law governing the Contract shall be the law of the Republic of South Africa.

**3.2 Change in legislation**

If after the commencement of the Contract, the cost or duration of the Services is altered as a result of changes in, or additions to, any statute, regulation or bye-law, or the requirements of any authority

having jurisdiction over any matter in respect of the Project, then the Contract Price and time for completion shall be adjusted in order to reflect the impact of those changes, provided that, within 14 Days of first having become aware of the change, the Service Provider furnished the Employer with detailed justification for the adjustment to the Contract Price or Period of Performance (or both)..

### **3.3 Language**

- 3.3.1 The language of the Contract and of all communications between the Parties shall be English.
- 3.3.2 All reports, recommendations and reports prepared by the Service Provider under the Contract shall be in English.

### **3.4 Notices**

- 3.4.1 Any notice, request, consent, approvals or other communication made between the Parties pursuant to the Contract shall be in writing and forwarded to the address specified in the Contract Data. Such communication shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or one week after having been sent by registered post, or unless otherwise indicated in the Contract Data, when sent by e-mail or facsimile to such Party
- 3.4.2 A Party may change its address for receipt of communications by giving the other Party 30 Days advance notice of such change.

### **3.5 Location**

The Services shall be performed at such locations as are specified in the Contract Data, and where the location of a particular task is not so specified, at such locations as the Employer may approve.

### **3.6 Publicity and publication**

Unless otherwise stated in the Contract Data, the Service Provider shall not release public or media statements or publish material related to the Services or Project within two (2) years of completion of the Services without the written approval of the Employer, which approval by the Employer shall not be unreasonably withheld.

### **3.7 Confidentiality**

Both parties shall keep all sensitive information obtained by them in the context of the Contract confidential and shall not divulge it without the written approval of the other Party.

### **3.8 Variations**

- 3.8.1 The Employer may, without changing the objectives or fundamental scope of the Contract, order variations to the Services in writing or may request the Service Provider to submit proposals, including the time and cost implications, for variations to the Services.
- 3.8.2 The reasonable cost of preparation and submission of such proposals and the incorporation into the Contract of any variations to the Services ordered by the Employer, including any change in the Contract Price, shall be agreed between the Service Provider and the Employer.
- 3.8.3 Where a variation is necessitated by default or breach of Contract by the Service Provider, any additional cost attributable to such variation shall be borne by the Service Provider.

**3.9 Changes to the Contract Price or Period of Performance**

3.9.1 The Service Provider is entitled to apply to the Employer for a change in Contract Price or the Period of Performance in the event that:

- a) a change in legislation takes place in accordance with the provisions of Clause 3.2;
- b) a variation to the Services is made in accordance with the provisions of Clause 3.8;
- c) the Employer or Others do not perform an action, provide access to people, places or things or perform work in accordance with the programme (see Clause 3.15);
- d) the contract is suspended in accordance with the provisions of Clause 8.5;
- e) the contract is restarted following a suspension; or
- f) an event occurs which neither Party could prevent and which prevents the Service Provider from completing the Services or a part thereof

3.9.2 The Service Provider shall submit proposals to change the Contract Price or the Period for Completion (or both) to the Employer within 6 weeks of becoming aware of an event described in 3.9.1 occurring, failing which, the Service Provider shall not be entitled to a change in the Contract Price or Period of Performance.

3.9.3 The Employer shall assess the changes to the Contract Price on the effect of the event on the Services based on time-based fees.

3.9.4 The Employer shall assess the changes to the Period of Performance on the basis of the time that planned completion as shown on the latest approved programme is delayed.

**3.10 Sole agreement**

The Contract constitutes the sole agreement between the Parties for the performance of the Services and any representation not contained therein shall not be of any force or effect. No amendments will be of any force or effect unless reduced to writing and signed by both Parties.

**3.11 Indemnification**

The Service Provider shall, at his own expense, indemnify, protect and defend the Employer, its agents and employees, from and against all actions, claims, losses and damage arising from any negligent act or omission by the Service Provider in the performance of the Services, including any violation of legal provisions, or rights of others, in respect of patents, trade marks and other forms of intellectual property such as copyrights.

**3.12 Penalty**

3.12.1 If due to his negligence, or for reasons within his control, the Service Provider does not perform the Services within the Period of Performance, the Employer shall without prejudice to his other remedies under the Contract or in law, be entitled to levy a penalty for every Day or part thereof, which shall elapse between the end of the period specified for performance, or an extended Period of Performance, and the actual date of completion, at the rate and up to the maximum amount stated in the Contract Data.

3.12.2 If the Employer has become entitled to the maximum penalty amount referred to in 3.12.1, he may after giving notice to the Service Provider :

- a) terminate the Contract
- b) complete the Services at the Service Provider's cost.

**3.13 Equipment and materials furnished by the Employer**

3.13.1 Equipment and materials made available to the Service Provider by the Employer, or purchased by the Service Provider with funds provided by the Employer for the performance of the Services shall be the property of the Employer and shall be marked accordingly. Upon termination or expiration of the Contract, the Service Provider shall make available to the Employer an inventory of such equipment and materials and shall dispose of them in accordance with the Employer's instructions.

3.13.2 The Service Provider shall, at his own expense, insure the equipment and materials referred to in 3.13.1 for their full replacement value.

**3.14 Illegal and impossible requirements**

The Service Provider shall notify the Employer immediately, on becoming aware that the Contract requires him to undertake anything which is illegal or impossible.

**3.15 Programme**

3.15.1 The Service Provider shall, within the time period set out in the Contract Data and whenever a programme is amended or revised, submit for the Employer's approval a programme for the performance of the Services which shall, *inter alia*, include:

- a) the order and timing of operations by the Service Provider and any actions, access to people, places and things and work required of the Employer and Others;
- b) the dates by which the Service Provider plans to complete work needed to allow the Employer and Others to undertake work required of them;
- c) provisions for float;
- d) the planned completion of the Services or part thereof in relation to a Period of Performance; and
- e) other information as required in terms of the Scope of Work or Contract Data.

3.15.2 The Employer may, during the course of the Contract, request the Service Provider to amend the programme. Where this is not practicable, the Service Provider shall advise the Employer accordingly and advise him of alternative measures, if any, which might be taken.

3.15.3 A programme shall be deemed to be approved if the Employer fails to approve such programme or give reasons for not approving a programme within three weeks of receipt of a request by the Service Provider to approve a programme.

3.15.3 The Service Provider shall update the programme:

- a) unless otherwise stated in the Contract Data, every three months to reflect actual progress to date;
- b) whenever a change in Period of Performance or Contract Price is applied for; and
- c) whenever a change in the Period of Performance is changed by the Employer and

submit such revised programme to the Employer for approval.

**3.16 Price adjustment to time-based fees for inflation**

3.16.1 Time-based fees which are stated in the Pricing Data as a unique rate and are not calculated by multiplying the total annual cost of employment contained, shall unless otherwise stated in the Contract Data, be adjusted in terms of 3.16.2 on each anniversary of the Starting Date.

3.16.2 The adjustment to the time-based fees shall be equal to:

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- b) the dates by which the Service Provider plans to complete work needed to allow the Employer and Others to undertake work required of them;
- c) provisions for float;
- d) the planned completion of the Services or part thereof in relation to a Period of Performance; and
- e) other information as required in terms of the Scope of Work or Contract Data.

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3.16.2 The adjustment to the time-based fees shall be equal to:

**4.6 Issue of instructions**

Where the Service Provider is required to administer the work or services of Others, or any contract or agreement, on behalf of the Employer, then the Employer shall issue instructions related to such work, services, contract or agreement only through the Service Provider.

**4.7 Payment of Service Provider**

The Employer shall pay the Service Provider the Contract Price in accordance with the provisions of the Contract.

**5. SERVICE PROVIDER'S OBLIGATIONS****5.1 General**

5.1.1 The Service Provider shall perform the Services in accordance with the Scope of Work with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.

5.1.2 If the Service Provider is a joint venture or consortium of two or more persons, the Service Provider shall designate one person to act as leader with authority to bind the joint venture or consortium. Neither the composition nor the constitution of the joint venture or consortium shall be altered without the prior consent in writing of the Employer, which shall not be unreasonably withheld.

**5.2 Exercise of authority**

The Service Provider shall have no authority to relieve Others appointed by the Employer to undertake work or services on the Project of any of their duties, obligations, or responsibilities under their respective agreements or contracts, unless expressly authorised by the Employer in response to an application by the Service Provider in writing to do so.

**5.3 Designated representative**

Unless otherwise communicated, the authorised and designated person named in the Contract Data has complete authority to receive instructions from and give information to the Employer on behalf of the Service Provider.

**5.4 Insurances to be taken out by the Service Provider**

5.4.1 The Service Provider shall as a minimum and at his own cost take out and maintain in force all such insurances as are stipulated in the Contract Data.

5.4.2 The Service Provider shall, at the Employer's request, provide evidence to the Employer showing that the insurance required in terms of Clause 5.4.1 has been taken out and maintained in force.

**5.5 Service Provider's actions requiring Employer's prior approval**

The Service Provider shall obtain the Employer's prior approval in writing before taking, *inter alia*, any of the following actions:

- a) appointing Subcontractors for the performance of any part of the Services,
- b) appointing Key Persons not listed by name in the Contract Data.
- c) any other action that may be specified in the Contract Data.

**5.6 Co-operation with Others**

If the Service Provider is required to perform the Services in co-operation with Others he may make recommendations to the Employer in respect of the appointment of such Others. The Service Provider shall, however, only be responsible for his own performance and the performance of Subcontractors unless otherwise provided for.

**5.7 Notice of change by Service Provider**

On becoming aware of any matter which will materially change or has changed the Services, the Service Provider shall within 14 Days thereof give notice to the Employer.

**6. CONFLICTS OF INTEREST****6.1 Service Provider not to benefit from commissions, discounts, etc.**

The remuneration of the Service Provider under the Contract shall constitute the Service Provider's sole remuneration in connection with the Contract, or the Services, and the Service Provider shall not accept for his own benefit any trade commission, discount, or similar payment in connection with activities pursuant to the Contract, or in the discharge of his obligations under the Contract, and shall use his best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them shall, similarly, not receive any additional remuneration.

**6.2 Royalties and the like**

The Service Provider shall not have the benefit, whether directly or indirectly, of any royalty or of any gratuity or commission in respect of any patented or protected article or process used in or for the purposes of the Contract, or Project, unless so agreed by the Employer in writing.

**6.3 Independence**

The Service Provider shall refrain from entering into any relationship which could be perceived as compromising his independence of judgement, or that of Subcontractors or Personnel.

**7. SERVICE PROVIDER'S PERSONNEL****7.1 General**

- 7.1.1 The Service Provider shall employ and provide all qualified and experienced Personnel required to perform the Services.
- 7.1.2 Where required in terms of the Contract, the Service Provider shall provide Key Persons as listed in the Contract Data to perform specific duties. If at any time, a particular Key Person cannot be made available, the Service Provider may engage a replacement who is equally or better qualified to perform the stated duty, subject to the Employer's approval, which approval shall not be unreasonably withheld.
- 7.1.3 Where the fees for the Services are time-based, the fee payable for a person provided as a replacement to a named Key Person shall not exceed that which would have been payable to the person replaced.
- 7.1.4 The Service Provider shall bear all additional costs arising out of or incidental to replacement of Personnel, except where such replacement is otherwise provided for in the Contract.
- 7.1.5 The Service Provider shall take all measures necessary and shall provide all materials and equipment necessary to enable Personnel to perform their duties in an efficient manner.

**7.2 Provision of Personnel in terms of a Personnel Schedule**

7.2.1 The Service Provider shall, where required in terms of the Contract Data, provide appropriate Personnel for such time periods as required in terms of the Contract and enter all data pertaining to Personnel including titles, job descriptions, qualifications and estimated periods of engagement on the performance of the Services in the Personnel Schedule.

7.2.2 Where the Service Provider proposes to utilise a person not named in the Personnel Schedule, he shall submit the name, relevant qualifications and experience of the proposed replacement person to the Employer for approval. Should the Employer not object in writing within 10 Days of receipt of such notification, the replacement shall be deemed to have been approved by the Employer.

7.2.3 The Services shall be performed by the Personnel listed in the Personnel Schedule for the periods of time indicated therein. The Service Provider may, subject to the approval of the Employer, make such adjustments to the data provided in terms of Clause 7.2.1 above as may be appropriate to ensure the efficient performance of the Services, provided that the adjustments will not cause payments to exceed any limit placed on the Contract Price.

7.2.4 The Service Provider shall, if required in terms of Clause 7.2.1:

- a) forward to the Employer for approval, within 15 Days of the award of the Contract, the Personnel Schedule and a timetable for the placement of Personnel.
- b) inform the Employer of the date of commencement and departure of each member of Personnel during the course of the Project.
- c) submit to the Employer for his approval a timely request for any proposed change to Personnel, or timetables.

**8. COMMENCEMENT, COMPLETION, MODIFICATION, SUSPENSION AND TERMINATION****8.1 Commencement of Services**

The Service Provider shall commence the performance of the Services within the period stated in the Contract Data.

**8.2 Completion**

8.2.1 Unless terminated in terms of the Contract, or otherwise specified in the Contract Data, the Contract shall be concluded when the Service Provider has completed all Deliverables in accordance with the Scope of Work.

8.2.2 The Service Provider may request an extension to the Period of Performance if he is or will be delayed in completing the Contract by any of the following causes:

- a) additional Services ordered by the Employer;
- b) failure of the Employer to fulfil his obligations under the Contract;
- c) any delay in the performance of the Services which is not due to the Service Provider's default;
- d) *Force Majeure*; or
- e) suspension.

8.2.3 The Service Provider shall within 14 Days of becoming aware that a delay may occur or has occurred, notify the Employer of his intention to make a request for the extension of the Period of Performance to which he considers himself entitled and shall within 30 days after the delay ceases deliver to the Employer full and detailed particulars of the request.

prior to the effective date of termination and reimburse the Service Provider any reasonable cost incident to the prompt and orderly termination of the Contract, except in the case of termination pursuant to events (c) and (d) of Clause 8.4.1.

8.4.5 Should the Service Provider, being an individual or the last surviving principal of a partnership or body corporate, die or be prevented by illness or any other circumstances beyond his control from performing the obligations implied by the Contract, the Contract shall be terminated without prejudice to the accrued rights of either Party against the other.

#### 8.5 **Suspension**

8.5.1 The Employer may temporarily suspend all or part of the Services by notice to the Service Provider who shall immediately make arrangements to stop the performance of the Services and minimise further expenditure.

8.5.2 When Services are suspended, the Service Provider shall be entitled to pro-rata payment for the Services carried out and reimbursement of all reasonable cost incident to the prompt and orderly suspension of the Contract.

#### 8.6 **Rights and liabilities of the Parties**

Completion, suspension or termination of the Contract shall not prejudice or affect the accrued rights or liabilities of the Parties.

### 9. **OWNERSHIP OF DOCUMENTS AND COPYRIGHT**

9.1 Copyright of all documents prepared by the Service Provider in accordance with the relevant provisions of the copyright Act (Act 98 of 1978) relating to Project shall be vested in the party named in the Contract Data. Where copyright is vested in the Service Provider, the Employer shall be entitled to use the documents or copy them only for the purposes for which they are intended in regard to the Project and need not obtain the Service Provider's permission to copy for such use. Where copyright is vested in the Employer, the Service Provider shall not be liable in any way for the use of any of the information other than as originally intended for the Project and the Employer hereby indemnifies the Service Provider against any claim which may be made against him by any party arising from the use of such documentation for other purposes.

9.2 The ownership of data and factual information collected by the Service Provider and paid for by the Employer shall, after payment by the Employer, lie with the Employer.

9.3 The Employer shall have no right to use any documents prepared by the Service Provider whilst the payment of any fees and expenses due to the Service Provider in terms of the Contract is overdue.

### 10. **SUCCESSION AND ASSIGNMENT**

10.1 Except as defined in Clause 8.4.4 above, each Party binds itself and its partners, successors, executors, administrators, assigns and legal representatives to the other Party and to the other partners, successors, executors, administrators, assigns and legal representatives of the other Party in respect of all obligations and liabilities of the Contract.

10.2 An assignment shall be valid only if it is a written agreement by which the Service Provider transfers his rights and obligations under the Contract, or part thereof, to others.

10.3 The Service Provider shall not, without the prior written consent of the Employer, assign the Contract or any part thereof, or any benefit or interest thereunder, except in the following cases :

- (a) by a charge in favour of the Service Provider's bankers of any monies due or to become due under the Contract; or
- (b) by assignment to the Service Provider's insurers of the Service Provider's right to obtain relief against any other person liable in cases where the insurers have discharged the Service Provider's loss or liability.

10.4 The approval of an assignment by the Employer shall not relieve the Service Provider of his obligations for the part of the Contract already performed or the part not assigned.

10.5 If the Service Provider has assigned his Contract or part thereof without authorization, the Employer may forthwith terminate the Contract and the third party will have no claim against the Employer resulting from such termination.

## 11. SUBCONTRACTING

11.1 A Service Provider may not subcontract any work which he has the skill and competency to perform, unless otherwise permitted in the Contract Data.

11.2 A subcontract, where permitted in terms of the Contract Data, shall be valid only if it is a written agreement by which the Service Provider entrusts performance of a part of the Services to Others.

11.3 The Service Provider shall not subcontract to nor engage a Subcontractor to perform any part of the Services without the prior written authorization of the Employer. The services to be sub-contracted and the identity of the Subcontractor shall be notified to the Employer. The Employer shall, within 14 Days of receipt of the notification and a full motivation why such services are to be subcontracted, notify the Service Provider of his decision, stating reasons, should he withhold such authorization. If the Service Provider enters into a subcontract with a Subcontractor without prior approval, the Employer may forthwith terminate the Contract.

11.4 The Employer shall have no contractual relationships with Subcontractors. However, if a Subcontractor is found by the Employer to be incompetent, the Employer may request the Service Provider either to provide a Subcontractor with qualifications and experience acceptable to the Employer as a replacement, or to resume the performance of the relevant part of the Services himself.

11.5 The Service Provider shall advise the Employer without delay of the variation or termination of any subcontract for performance of all or part of the Services.

11.6 The Service Provider shall be responsible for the acts, defaults and negligence of Subcontractors and their agents or employees in the performance of the Services, as if they were the acts, defaults or negligence of the Service Provider, his agents or employees. Approval by the Employer of the subcontracting of any part of the Contract or of the engagement by the Service Provider of Subcontractors to perform any part of the Services shall not relieve the Service Provider of any of his obligations under the Contract.

## 12. RESOLUTION OF DISPUTES

### 12.1 Settlement

12.1.1 The Parties shall negotiate in good faith with a view to settling any dispute or claim arising out of or relating to the Contract and may not initiate any further proceedings until either Party has, by written notice to the other, declared that such negotiations have failed.

12.1.2 Any dispute or claim arising out of or relating to the Contract which cannot be settled between the Parties shall in the first instance be referred by the Parties to either mediation or adjudication as provided for in the Contract Data.

**12.2 Mediation**

- 12.2.1 If the Contract Data does not provide for dispute resolution by adjudication, not earlier than 14 Days after having advised the other Party, in terms of Clause 12.1, that negotiations in regard to a dispute have failed, an aggrieved Party may require that the dispute be referred, without legal representation, to mediation by a single mediator. The mediator shall be selected by agreement between the Parties, or, failing such agreement, by the person named for this purpose in the Contract Data. The costs of the mediation shall be borne equally by the Parties.
- 12.2.2 The mediator shall convene a hearing of the Parties and may hold separate discussions with any Party and shall assist the Parties in reaching a mutually acceptable settlement of their differences through means of reconciliation, interpretation, clarification, suggestion and advice. The Parties shall record such agreement in writing and thereafter they shall be bound by such agreement.
- 12.2.3 The mediator is authorised to end the mediation process whenever in his opinion further efforts at mediation would not contribute to a resolution of the dispute between the Parties.
- 12.2.4 If either Party is dissatisfied with the opinion expressed by the mediator or should the mediation fail, then such Party may require that the dispute be referred to arbitration or litigation in a competent civil court, as provided for in the Contract Data.

**12.3 Adjudication**

- 12.3.1 If the Contract Data does not provide for dispute resolution by mediation, an aggrieved Party may refer the dispute to adjudication. Adjudication shall be in accordance with the latest edition of the separately published CIDB Adjudication Procedures.
- 12.3.2 The adjudicator shall be appointed in terms of the Adjudicator's Agreement bound in the Construction Industry Development Board's Adjudication Procedure.
- 12.3.3 The Adjudicator shall be any person agreed to by the parties or, failing such agreement, shall be nominated by the person named in the Contract Data. The Adjudicator shall be appointed in accordance with the Adjudicator's Agreement contained in the CIDB Adjudication Procedure.
- 12.3.4 If a Party is dissatisfied with the decision of the Adjudicator, the Party may give the other Party notice of dissatisfaction within 28 Days of the receipt of that decision and refer the dispute to arbitration or litigation in a competent civil court as provided for in the Contract Data. If no notice of dissatisfaction is given within the specified time, the decision shall be final and binding on the Parties.

**12.4 Arbitration**

- 12.4.1 Arbitration, where provided for in the Contract Data, shall be by a single arbitrator in accordance with the provisions of the Arbitration Act of 1965 as amended and shall be conducted in accordance with such procedure as may be agreed between the Parties or, failing such agreement, in accordance with the Rules for the Conduct of Arbitrations published by the Association of Arbitrators current at the date the arbitrator is appointed.
- 12.4.2 The arbitrator shall be mutually agreed upon or, failing agreement, to be nominated by the person named in the Contract Data.

**13. LIABILITY****13.1 Liability of the Service Provider**

13.1.1 The Service Provider shall be liable to the Employer arising out of or in connection with the Contract if a breach of Clause 5.1 is established against him.

13.1.2 The Service Provider shall correct a Defect on becoming aware of it. If the Service Provider does not correct a Defect within a reasonable time stated in a notification and the Defect arose from a failure of the Service Provider to comply with his obligation to provide the Services, the Service Provider shall pay to the Employer the amount which the latter assesses as being the cost of having such Defect corrected by Others.

13.1.3 All persons in a joint venture or consortium shall be jointly and severally liable to the Employer in terms of this Contract and shall carry individually the minimum levels of insurance stated in the Contract Data, if any.

**13.2 Liability of the Employer**

The Employer shall be liable to the Service Provider arising out of or in connection with the Contract if a breach of an obligation of his in terms of the Contract is established. The Service Provider shall have no separate delictual right of action against the Employer.

**13.3 Compensation**

If it is established that either Party is liable to the other, compensation shall be payable only on the following terms:

- (a) Compensation shall be limited to the amount of reasonably foreseeable loss and damage suffered as a result of the breach.
- (b) In any event, the amount of compensation will be limited to the amount specified in Clause 13.5.

**13.4 Duration of Liability**

Notwithstanding the terms of the Prescription Act No. 68 of 1969 (as amended) or any other applicable statute of limitation neither the Employer nor the Service Provider shall be held liable for any loss or damage resulting from any occurrence unless a claim is formally made within the period stated in the Contract Data or, where no such period is stated, within a period of three years from the date of termination or completion of the Contract.

**13.5 Limit of Compensation**

13.5.1 Unless otherwise indicated in the Contract Data, the maximum amount of compensation payable by either Party to the other in respect of liability under the Contract is limited to:

- a) the sum insured in terms of 5.4 in respect of insurable events; and
- b) the sum stated in the Contract Data or, where no such amount is stated, to an amount equal to twice the amount of fees payable to the Service Provider under the Contract, excluding reimbursement and expenses for items other than salaries of Personnel, in respect of non-insurable events.

13.5.2 Each Party agrees to waive all claims against the other insofar as the aggregate of compensation which might otherwise be payable exceeds the aforesaid maximum amount payable.

13.5.3 If either Party makes a claim for compensation against the other Party and this is not established, the claimant shall reimburse the other for his reasonable costs incurred as a result of the claim or if proceedings are initiated in terms of Clause 12 for such costs as may be awarded.

#### 13.6 **Indemnity by the Employer**

Unless otherwise indicated in the Contract Data, the Employer shall indemnify the Service Provider against all claims by third parties which arise out of or in connection with the performance of the Services save to the extent that such claims do not in the aggregate exceed the limit of compensation in Clause 13.5, if applicable, or are covered by the insurances arranged under the terms of Clause 5.4.

#### 13.7 **Exceptions**

13.7.1 Clauses 13.5 and 13.6 shall not apply to claims arising from deliberate misconduct.

13.7.2 The Service Provider shall have no liability whatsoever for actions, claims, losses or damages occasioned by:

- a) the Employer omitting to act on any recommendation, or overriding any act, decision or recommendation, of the Service Provider, or requiring the Service Provider to implement a decision or recommendation with which the Service Provider disagrees or on which he expresses a serious reservation; or
- b) the improper execution of the Service Provider's instructions by agents, employees or independent contractors of the Employer.

### 14. **REMUNERATION AND REIMBURSEMENT OF SERVICE PROVIDER**

The Employer shall remunerate and reimburse the Service Provider for the performance of the Services as set out in the Pricing Data. If not otherwise stated in the Pricing Data, the following shall apply:

14.1 The Service Provider shall be entitled to render interim monthly accounts for fees and reimbursements throughout the duration of the Contract. Interim amounts of lump sum fees due shall be based on progress.

14.2 Amounts due to the Service Provider shall be paid by the Employer within thirty (30) Days of receipt by him of the relevant invoices. If the Service Provider does not receive payment by the due date, he shall be entitled to charge interest on the unpaid amount, which is payable by the Employer, at the prime interest rate charged by his bank and certified by such bank, plus 2% per annum, and calculated from the due date of payment.

14.3 If any item or part of an item in an invoice submitted by the Service Provider is disputed by the Employer, the latter shall, before the due date of payment, give notice thereof with reasons to the Service Provider, but shall not delay payment of the balance of the invoice. Clause 14.2 shall apply to disputed amounts which are finally determined to be payable to the Service Provider.

14.4 In respect of Services charged for on a time-basis and all other reimbursable expenses the Service Provider shall maintain records in support of such charges and expenses for a period of twenty four months after the completion or termination of the Contract. Within this period the Employer may, on not less than 14 Days notice, require that a reputable and independent firm of accountants, nominated by him at his expense, audit any claims made by the Service Provider for time charges and expenses by attending during normal working hours at the office where the records are maintained.

**15 AMOUNTS DUE TO THE EMPLOYER**

Amounts due to the Employer shall be paid by the Service Provider within thirty (30) Days of receipt by him of the relevant invoices. If the Employer does not receive payment by the due date, he shall be entitled to charge interest on the unpaid amount, which is payable by the Service Provider, at the rate stated in the Contract Data, calculated from the due date for payment.