



LIMPOPO

PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF PUBLIC WORKS, ROADS & INFRASTRUCTURE

Tender No LDPWRI-PROF/20456

THREE(3) YEAR PANEL FOR CIVIL ENGINEERING PROFESSIONAL SERVICE PROVIDERS FOR ROADS
INFRASTRUCTURE PROJECTS AS AN WHEN REQUIRED IN LIMPOPO PROVINCE

PROCUREMENT DOCUMENT

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of SANS 294, Construction Procurement Processes, Procedures and Methods. (See Volume 3 The Contract, Part 4 Annexures – Standard Conditions of Tender Annex F).

NOVEMBER 2024

Issued by:

THE HEAD OF DEPARTMENT
DEPARTMENT OF PUBLIC WORKS, ROADS AND
INFRASTRUCTURE
PRIVATE BAG X9490
POLOKWANE
0700

Name of tenderer:

Company Registration No:/.....

43 Church Street, Polokwane, 0699, Private Bag X9490, POLOKWANE, 0700
Tel: (015) 284 7000, (015) 284 7030 website: <http://www.dpw.limpopo.gov.za>

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T1:	TENDERING PROCEDURES
T1.1	Notice and Invitation to Tender
T1.1.1	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" 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 <i>vice versa</i> , and the singular includes the plural and <i>vice versa</i> . In this document, words and expressions signified in the text by the use of capital initial letters, shall have the meanings defined in the Standard Professional Services Contract except where the context otherwise requires.
T1.1.2	The Government of the Republic of South Africa in its Limpopo Department of Public Works, Roads and Infrastructure invites tenders for the provision of PROFESSIONAL CIVIL ENGINEERING SERVICES as further fully described in C3 Scope of Services hereof.
T1.1.3	COLLECTION OF TENDER DOCUMENTS <input checked="" type="checkbox"/> Bid documents are available for free download on e-Tender portal www.etenders.gov.za <input checked="" type="checkbox"/> Alternatively; Bid documents may be downloaded from the departmental website: www.limpopo.gov.za
T1.1.4	<p>Queries relating to these documents may be addressed to the Employer's authorised and designated representative who is the departmental programme manager:</p> <p>Contact: Mr. Lordwin Maluleke Tel no: 015 284 7294 Fax: N/A Email address: Malulekel@dpw.limpopo.gov.za Tel: 015 284 7000/7030 Physical address: 43 Church Street POLOKWANE 0699</p> <p>Postal address: Private Bag X 9490 POLOKWANE 0700</p>
T1.1.5	The closing time for receipt of tenders is as advertised in the Tender Bulletin. Telephonic, facsimile, electronic and late tenders will not be accepted.
T1.1.6	Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in T1.2 Tender Data.
T1.2	Tender Data
T1.2.1	Standard Conditions of Tender

	<p>The conditions of tender are the Standard Conditions of Tender as contained in Annexure C of the Construction Industry Development Board Standard for Uniformity in Engineering and Construction Works Contracts as per Government Notice No. 423 published in Government Gazette No. 42622 of 8 August 2019 and as amended from time to time.</p> <p>The Standard Conditions of Tender is not included in this tender document. Tenderers must obtain it on the CIDB's Website at: http://www.cidb.org.za/procurement/procurement_toolbox/cidb_pub/default.aspx</p> <p>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.</p> <p><u>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.</u></p> <p>By submitting a tender in response to T1.1 Notice and Invitation to Tender above, the tenderer binds himself to a <i>pactum de contrahendo</i> (contract aimed at conclusion of another contract), the terms of which are contained in the Standard Conditions of Tender and T1.2 Tender Data.</p>
Clause number	Description
	<p>For this Contract the single volume approach is adopted.</p> <p>This procurement document has been formatted and compiled under the headings for a single volume approach as contained in table 5 of the CIDB's "Standard for Uniformity in Construction Procurement."</p> <p>The tendering Service Provider'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 his tender back to the Employer bound as it was received.</p> <p>The tender document, issued by the Employer, comprises the following separate identifiable documents collectively forming the "Tender Document in a single volume":</p> <p>The Tender</p> <p>T1: Tendering Procedures</p> <p> T1.1 Notice and Invitation to Tender</p>

	<p>T1.2 Tender Data</p> <p>T2: Returnable Documents</p> <p>T2.1 List of Returnable Documents</p> <p>T2.2 Returnable Schedules</p> <p>The Contract</p> <p>C1: Agreement and Contract Data</p> <p>C1.1 Form of Offer and Acceptance</p> <p>C1.2 Contract Data</p> <p>C2: Pricing Data</p> <p>C2.1 Pricing Assumptions</p> <p>C2.2 Activity Schedule</p> <p>C3: Scope of Services</p>
F.1.1	The Employer is the Government of the Republic of South Africa in its Department of Public Works & Infrastructure.
	<p>Only those bidders who satisfy the following eligibility criteria are eligible to submit bids:</p> <p>(a) Civil Engineering Consultant companies with experience in design and management of roads infrastructure project.</p> <p>(b) Only those tenderers who satisfy the pre-qualification criteria, compliance, and minimum functionality detailed elsewhere in the tender data will be considered responsive.</p>
	Cost of Tendering
F.2.2	The Employer will not compensate the tenderer for any costs incurred in making any submissions in the office of the Employer.
F.2.7	There is no clarification meeting for this bid.
F.2.9	The employer shall not provide insurance
F.2.13.1	Submit one tender document , either as a single tendering entity or as a member in a joint venture in accordance to the scope of the work identified in the contract data , unless stated otherwise in the tender data.
F.2.13.2	All returnable documents to be submitted when completing the tender after completing them in their entirety, by writing legibly in non-erasable ink.
F.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.
F.2.13.5	Seal the original, the 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.
F.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.
F.2.13.9	Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer.
F.2.13	<p>One-envelope procedure will be followed.</p> <p>This is a ONE Envelope submission system.</p> <p>The Bidder shall submit a signed and complete BID comprising the Returnable documents and forms in accordance with the requirements of submission (Documents Comprising BID).</p> <p>No electronic submission is permitted.</p> <p>Tenders may only be submitted on the tender documentation that is issued / downloaded. No ring binding is allowed, only stapling and or tape binding is allowed.</p> <p>An authorized representative of the Bidder shall sign the original submission letters in the required format.</p> <p>The authorization shall be in the form of a written Power of Attorney (Board Resolution).</p> <p>A Bid submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written Power of Attorney signed by each member's authorized representative.</p> <p>Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.</p> <p>BID documents shall be placed inside of a sealed single envelope clearly marked:</p> <p>CONTRACT NO: LDPWRI-PROF/20456 FOR THREE(3) YEAR PANEL FOR CIVIL ENGINEERING PROFESSIONAL SERVICE PROVIDERS FOR ROADS INFRASTRUCTURE PROJECTS AS AND WHEN REQUIRED IN THE LIMPOPO PROVINCE, reference number, name and address of the Bidder.</p> <p>If the envelopes and packages with the BID are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss,</p>

	<p>or premature opening of the Bid.</p> <p>Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.</p>
F.2.13.3	Parts of each tender offer communicated on paper shall be submitted as an original.
F.2.13.5	<p>Tender document shall be submitted as original (bidder to ensure printed document reflect page numbering as advertised).</p> <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>Location of tender box: Department of Public Works, Roads and Infrastructure, Coordinates: 23.53.10,68S and 29.26.24,19E Physical address: Corner Blaauwberg and River Street, Ladanna:</p>
F.2.15	<p>The closing time for submission of tender offers not later than 11h00 on the date indicated on the advert. .</p> <p>Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.</p>
F.2.16	The tender offer validity period is 120 days from bid closing date.
F.2.23	<p>The Tenderer is required to submit with the tender:</p> <ol style="list-style-type: none"> 1) A unique security personal identification number (PIN) from SARS which enables the Department to access online real-time verification of a person's tax compliance status with the electronic Tax Compliance Status (TCS) system. 2) An original bank rating from the Tenderers relevant bank. 3) Refer to Part T2.1 of this Procurement Document for a list of all additional documents that are to be returned with the tender. 4) Central Supplier Database registration number.
F2.24	<p>Canvassing and obtaining of additional information by tenderers:</p> <p>The Tenderer shall not make any attempt either directly or indirectly to canvass any of the Employer's officials or the Employer's agent in respect of his tender, after the opening of the tenders but prior to the Employer arriving at a decision thereon.</p> <p>The Tenderer shall not make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders.</p>
F2.25	Prohibitions on awards to persons in service of the state The Employer is prohibited to award a tender to a person -

	<p>a) who is in the service of the state; or</p> <p>b) if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or</p> <p>c) A person who is an advisor or consultant contracted with the Department.</p> <p>In the service of the state means to be -</p> <p>a) a member of: -</p> <ul style="list-style-type: none"> • any municipal council; • any provincial legislature; or • the National Assembly or the National Council of Provinces; <p>b) a member of the board of directors of any municipal entity;</p> <p>c) an official of any municipality or municipal entity;</p> <p>d) an employee of any national or provincial department;</p> <p>e) provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);</p> <p>f) a member of the accounting authority of any national or provincial public entity; or</p> <p>g) An employee of Parliament or a provincial legislature.</p>
F.2.6	<p>Acknowledge addenda</p> <p>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.</p>
2.8.1	<p>Queries relating to the issue of these documents may be addressed in writing to Maluleke L., Tel No.: 015 284 7294, e-mail: malulekel@dpw.limpopo.gov.za. Within 7 days before tender closing date.</p> <p>The closing time for receipt of tenders is 11h00 hours on date indicated on the Tender Bulletin. Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted.</p>
2.8.2	<p>While the Department will make reasonable efforts to communicate any changes to this procurement, Amendments and Clarifications to this procurement will be communicated to bidders. Any queries must be submitted to motsopynj@dpw.limpopo.gov.za</p>
F.3.9	<p>Arithmetical errors, omissions and discrepancies</p>

F.3.9.1	<p>Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:</p> <ul style="list-style-type: none"> 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: <ul style="list-style-type: none"> 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.
F.3.9.2	<p>The arithmetical errors shall be corrected in the following manner:</p> <ul style="list-style-type: none"> a) Where there is a discrepancy between the amounts in words and amounts in Figures, the amount in words shall govern. b) 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. c) 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. <p>The Tender Offer will be rejected if the tenderer does not correct or accept the Correction of the arithmetical error in the manner described above.</p>
F.3.11	<p>The procedure for the evaluation of responsive tenders is Method 1.</p> <p>The financial offer will be scored using Formula 1 (option 1) where the value of W_1 is 80 where the financial value inclusive of VAT of all responsive tenders received have a value less than R 50 000 000</p> <p>Up to 20 tender evaluation points will be awarded to Tenderers who complete the referencing schedule and who are found to be eligible points for the specific goals claimed.</p>
F.3.13.1	<p>Bid offers will only be accepted on condition that:</p> <ul style="list-style-type: none"> a) the bidder has in their possession a unique security personal identification number (PIN) issued by the South African Revenue Services;

- b) the bidder is registered and active in the CSD
 - c) the bidder or any of its directors is not listed in the Register of Bid 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; and
 - d) the bidder has not:
 - i. abused the Employer's Supply Chain Management System; or
 - ii. failed to perform on any previous contract and has been given a written notice to this effect; and
 - e) Has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the bidder's ability to perform the contract in the best interests of the employer or potentially comprise the bid process.
 - f) the bidder is not in the service of the state
- Tender offers will only be accepted if:
- a) The tenderer is registered on the Central Supplier Database (CSD) for the South African government (see <https://secure.csd.gov.za/>) unless it is a foreign supplier with no local registered entity
 - b) The tenderer is in good standing with SARS according to the Central Supplier Database;
 - c) The tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;
 - d) 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;
 - e) The tenderer has not:
 - i) Abused the Employer's Supply Chain Management System; or
 - ii) Failed to perform on any previous contract and has been given a written notice to this effect;
 - f). The tenderer has completed the Compulsory Declaration and there are no conflicts of interest which may impact on the tenderer's ability to perform the

	<p>contract in the best interests of the employer or potentially compromise the tender process;</p> <p>g) The tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;</p> <p>h) 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.</p>
F.3.11.2	<p>Evaluation Criteria:</p> <p>Stage 1: Administrative Compliance</p> <p>The following documents are to be submitted with the bid:</p> <ul style="list-style-type: none"> • Tax compliant CSD detailed report • Certified copy of company registration certificate (eg, Ck, Cm, etc) • Certified ID copies of shareholders/directors(Not copy of a copy) • Letter from a Health Professional not more than 12 months old from date issue (In case of persons living with disabilities) • Proof of business address/Lease agreement (in the name of the bidding entity) • Most recent financial statements. <p>The following documents are to be submitted with the bid, non-compliance will lead to disqualification:</p> <ul style="list-style-type: none"> • Duly complement and signed power of attorney / authority for signatory • Joint Venture Agreement shall be duly completed and signed • Bid document shall be submitted in its original form, any attachment shall be submitted separately with the bid document. • Tax compliant CSD report not older than one month before the tender closing date • Proof of company professional indemnity insurance • Bid document shall be submitted in its original form, any attachment shall be submitted separately with the bid document. <p>The following are regarded as non-compliance to administrative requirements:</p> <ul style="list-style-type: none"> • Failure to duly sign and complete certificate of non-collusion • Completion of the bid document (or returnable schedules) using pencil is a disqualification

	<ul style="list-style-type: none"> • Failure to complete the bid document in full with a permanent black ink pen (not typed)
	<p>Stage 2: Functionality</p> <p>Functionality will be applied to test the capability and capacity of the tenderer, such criteria are used to establish minimum requirements where after bids will be evaluated solely on the basis of specific goals. Failure to meet minimum functionality score will result in the tenderer being disqualified.</p> <p>When applicable:</p> <ul style="list-style-type: none"> (a) The tendering Service Provider has provided the required information/documentation to enable an evaluation panel to perform functionality as described in 6.2(b) and upon scoring, a risk assessment as described in 6.2(c) hereafter and referred to in T2.1 – sub paragraph 3; (b) Tender offers are judged by an evaluation panel in terms of functionality, which functionality will be evaluated against the following criteria on a scoring system weighted as indicated:

Eligibility criteria	Sub criteria	Maximum number of points
1. Company/Entity's experience in Road projects (Provide a descriptive list of similar in road construction/maintenance completed projects. A comprehensive list of completed projects indicating civil engineering professional experience)	Number of related projects successfully completed by Company a) Information not provided/not fully provided=0 b) 1 to 3 Projects = 8 b) 4 to 6 Projects = 24 c) 7+ Projects = 40 Attach appointment letter and reference letter from the client.	40
1. Project Leader Registered with ECSA as: Pr.Eng/Pr Tech Eng , and has a qualification in LIC 7(Development and Promote Labour Intensive Construction Strategies)	Experience in roads construction/maintenance projects a) Information not provided/not fully provided=0 b) to 3 project experience = 5 c) 4 to 6 project experience = 15 d) 7+ project experience = 25 (Detailed CV with specified road projects and the project duration)	25
2. Design Engineer Compulsory registration with ECSA as: Pr.Eng/Pr Tech Eng and has a qualification in LIC 7(Development and Promote Labour Intensive Construction Strategies)	Experience in related roads project design a) Information not provided/not fully provided=0 b) 1 to 3 project experience = 7 c) 4 to 6 project experience = 21 d) 7+ project experience = 35 (Detailed CV with specified road projects and the project duration)	35
Total Points		100
Minimum functionality score to qualify for further evaluation:		70
<p>Tenderers who fail to achieve the minimum functionality score will be rendered as nonresponsive and will not be further consideration</p> <p>c) Risk assessment in terms of Risk to the Employer</p> <p>Tender offers are judged by an evaluation panel in terms of risk to the Employer. Such risk will be evaluated against technical and commercial risk criteria listed below. Such risk will be evaluated against the criteria listed below. Each criterion carries the same weight / importance and will be evaluated individually by the Bid Evaluation Committee appointed on the project. An assessment of unacceptable risk on any single criterion will constitute unacceptable risk for the award as a whole, resulting in the tender to be disqualified and removed from further consideration.</p> <p>In order for the evaluation reports to be prepared by the Bid Evaluation Committee, the Tenderer is obliged to provide comprehensive information. Failure to complete the said form will cause the tender to be declared non-responsive and removed from any further consideration.</p>		

Information provided in the returnable documentation must be provided in sufficient detail to enable the evaluation panel to evaluate the risk criteria set out below.

The Employer reserves the right to request further clarification, elucidation, additional documentation / information, etc. as may be required to evaluate the tender. The aforementioned can also entail that the persons, named in the schedule and Data provided by the Service Provider, as indicated above, be invited to an interview.

The information must be provided by the Tenderer within the stipulated time as determined by the Bid Evaluation Committee, failing which the tender offer will *mutatis mutandis* be declared non-responsive.

The risk criteria are as follows:

Technical risks:

Criterion 1: Experience on comparable projects

The tendering Service Provider's experience on comparable projects. The number of current and previous comparable projects performed by the Tenderer as per the evaluation report prepared by the Bid Evaluation Committee, based on its research and inspection of a representative sample of the Tenderer's previous work.

Aspects to be regarded as "comparable" includes (but may be extended according to circumstances): size of projects (measured against monetary value or other project quantifying parameters), nature of projects (engineering), locality/area of execution (site-specific influences, knowledge of local conditions, etc.), complexity of project, projects for similar irrespective of end purpose created or in progress of being created and time scales of projects (normal, fast track, etc.) and stage of its/their development.

[An opinion will be formed by each of the members of an evaluation panel according to his/her assessment of the experience and performance of the tendering Service Provider from information submitted with the tender (in written-, report- and/or brochure format), and upon further investigations/reference checks that may be performed, for which purpose the tendering Service Provider must include names and contact particulars of present and previous Employers to whom services are/were rendered. The Employer retains the right to contact references not mentioned by the tendering Service Provider. Members of the evaluation panel will discuss their respective risk perceptions in order to reach consensus, failing which the specific risk will be put to the vote. **No risk assessment will be performed for this criterion in the absence of relevant information with the tender and will therefore render the tender as unacceptable and will be excluded from further consideration.**

If confirmation/proof of professional indemnity insurance is not duly confirmed in Data provided by the Service Provider, the risk to Employer will be regarded as unacceptable and render the tender unacceptable on grounds of not being to specification. The Employer retains the right to request documentary proof of such insurance as part of the tender evaluation process. **Unconfirmed professional indemnity insurance will render the tender as unacceptable in terms of risk to the Employer and will be excluded from further consideration.**

Commercial risks:

The financial viability assessment evaluates the risk over the life of the service contract period, as to whether the tenderer will be able to deliver the services which are specified in the contract and / or be able to fulfil assurances provided for in the contract in order to complete the project successfully.

Aspects to be considered include but not limited to, the respective rates tendered, bank rating, financial capability and capacity whether the tenderer has or has access to sufficient financial resources to deliver the services described in the tender documentation (including fulfilling any guarantees claims), whether the tenderer is not subject to any current or impending legal

	<p>action (either formal proceedings or notification of legal action) which could impact on the financial standing of the tenderer or the delivery of services, management accounts / financial report from auditors as proof of current liquidity, and company or any parent company or investor guarantee/s and financial statements.</p> <p>[An opinion will be formed by each of the members of an evaluation panel according to his/her assessment of the financial viability of the amount tendered in order to render the service. Members of the evaluation panel will discuss their respective risk perceptions in order to reach consensus, failing which the specific risk will be put to the vote. No risk assessment will be performed for this criterion in the absence of relevant information/ curricula vitae with the tender and will therefore render the tender as unacceptable and will be excluded from further consideration.]</p> <p>Other <u>project specific</u> risk criteria are not applicable</p> <p>Note: Any tender not complying with <u>all</u> of the above-mentioned stipulations will be regarded as non-responsive and will therefore <u>not</u> be considered for further evaluation.</p>
	<p><u>Stage 3: Calculation of points for specific goals status</u></p> <p>Points shall be awarded to a bidder for specific goals in accordance with the table attached to returnable documents. The points scored for specific goals shall be used in case of bidders scoring the same points to break the tie.</p>

T.2: List of returnable documents

The tender must complete the following returnable document:

T.2.1 List of returnable documents that form part of the tender evaluation

- T.2.1(a) Certificate of Authority
- T.2.1(c) Record of Addenda to Tender Documents if applicable
- T.2.1(d) Specific Goals Status
- T.2.1(e) Certificate of non-collusive tender
- T.2.1(f) Certificate of independent bid determination
- T.2.1(h) Compliance with occupational health and safety
- T.2.1(i) Compulsory Enterprise Declaration
- T.2.1(j) Declaration of tenderers past supply chain management practices
- T.2.1(k) Bidder's disclosure
- T.2.1(m) Schedule of the bidder's previous relevant experience
- T.2.1(n) Qualification and experience of the key personnel

T.2.2. Other documents required for tender evaluation purposes

The tenderer must provide the following returnable documents:

- T.2.2(a) Tax compliance CSD detailed report not older than one month before the tender closing date
- T.2.2(b) Certified Copy of company registration certificate (eg, Ck, Cm, etc)
- T.2.2(c) Certified ID copies of shareholders/directors
- T.2.2(d) Letter from a Health Professional (In case of persons living with disabilities)
- T.2.2(e) Proof of business address/Lease agreement (in the name of the bidding entity)
- T.2.2(f) Suitable audited annual financial statements for the preceding financial year within 12 months of the financial year end
- T.2.2(g) A letter of Good Standing from the Compensation Fund or a licensed insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act 1993 (Act No. 130 of 1993)

T.2.3. Documentation to demonstrate eligibility to have tenders evaluated

- T.2.3(a) Company organogram and experience
- (b) Qualifications & experience of the Bidder's proposed key personnel.

T.2.4. Other documents that may be incorporated into the contract

- *Additional documentation including all attachments shall be submitted in a separate, properly bound document.*

T.2. Returnable Schedules

NB. Additional documentation including certificates shall be submitted in a separate, properly bound, document.

T.2.1(a): Certificate of Authority

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must fully complete the certificate set out below for the relevant category.

A Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation

A. Certificate for company

I,....., chairperson of the board of directors of hereby confirm that by resolution of the board (copy attached) taken on20..., Mr/Ms.....acting in the capacity of.....,was authorised to sign all documents in connection with this tender and any contract resulting from it on behalf of the company.

As witness

1.....
Chairman

2.....
Date

B. Certificate of partnership

We, the undersigned, being the key partners in the business trading as hereby authorise Mr/Ms....., acting in the capacity of.....to sign all documents in connection with the tender for

Contract.....and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

NOTE: This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.

C. Certificate for sole proprietor

I,, hereby confirm that I am the sole owner
of the business trading

as.....

As Witness:

1.....
Signature: Sole owner

2.....
Date

D. Certificate for Close Corporation

We, the undersigned, being the key members in the
business trading as.....hereby authorise
Mr/Mrs.....

Acting in the capacity of....., to sign all
documents in connection with the tender for Contract
No:.....and any contract resulting from it on our
behalf.

NAME	ADDRESS	SIGNATURE	DATE

NOTE: This certificate is to be completed and signed by all the key members upon whom rests the direction
of the affairs of the Close Corporation as a whole

E: Certificate of Authority for Joint Ventures

This Returnable Schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms....., authorised signatory of the company, acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract..... and any other contract resulting from it on our behalf.

This authorisation is evidenced by the attached power of attorney signed by legally authorised signatories of all the partners to the Joint Venture.

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME & CAPACITY
Lead partner		
JV partner 1		
JV partner 2		
JV partner 3		
JV partner 4		

T.2.1(b): Record of Addenda to tender documents

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:		
	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

SIGNED ON BEHALF OF BIDDER:

.....

T.2.1(d): Specific Goals status

Preamble

1. In terms of Regulations 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 in table 1 below as may be supported by proof/documentation stated in the conditions of this tender.
2. In cases where organs of 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 of –
 - a. an invitation for the 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 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, then the organ of state must indicate the points allocated for specific goals for both the 80/20 and 90/10 preference system.

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Persons who had no franchise in national elections prior to 1984 and 1994	-	6	-	
Women	-	3	-	
Disabled Persons	-	2	-	
Promotion of SMMEs	-	2	-	
Enterprises located in Limpopo Province and or District	-	4	-	
Promotion of youth	-	1	-	
Promotion of South African owned enterprise	-	2	-	

DECLARATION WITH REGARD TO COMPANY/FIRM

Name of company/firm.....

Company registration number.....

Type of Company/firm

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

I, the undersigned, who is duly authorised to do so on behalf of the company, certify that the points claimed, based on the specific goals as advised in the tenderer, and qualifies the company/firm for the preference 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 paragraph 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. In the specific goals have been claimed on a fraudulent basis or any of the conditions of contract have 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 that person's conduct;
 - 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.2.1(e): Compulsory Declaration

The following particulars must be furnished. In the case of a joint venture and Consortium, each partner must complete and submit both declaration as attached next page

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 Not Registered if not registered for VAT

Section 4: CIDB registration number

CIDB Registration number (if applicable)	
--	--

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

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:

- | | |
|---|---|
| a member of any municipal council | 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) |
| a member of any provincial legislature | |
| a member of the National Assembly or the National Council of Province | a member of an accounting authority of any national or provincial public entity |
| a member of the board of directors of any municipal entity | an employee of Parliament or a provincial legislature |
| 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

*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:

- | | |
|---|--|
| a member of any municipal council | an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| a member of any provincial legislature | |
| a member of the National Assembly or the National Council of Province | a member of an accounting authority of any national or provincial public entity |
| a member of the board of directors of any municipal entity | an employee of Parliament or a provincial legislature |
| 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)
- 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 ON BEHALF OF BIDDER:

NOTE 1 The Standard Conditions of Tender contained in SANS 10845-3 prohibits anticompetitive practices (clause 3.1) and requires that tenderers avoid conflicts of interest, only submit a tender offer if the tenderer or any of his principals is not under any restriction to do business with employer (4.1.1) and submit only one tender either as a single tendering entity or as a member in a joint venture (clause 4.13.1). Clause 5.7 also empowers the Employer to disqualify any tenderer who engages in fraudulent and corrupt practice. Clause 3.1 also requires tenderers to comply with all legal obligations.

NOTE 2: Section 30(1) of the Public Service Act, 1994, prohibits an employee (person who is employed in posts on the establishment of departments) from performing or engaging remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department. When in operation, Section 8(2) of the Public Administration Management Act, 2014, will prohibit an employee of the public administration (i.e. organs of state and all national departments, national government components listed in Part A of Schedule 3 to the Public Service Act, provincial departments including the office of the premier listed in Schedule 1 of the Public Service Act and provincial departments listed in schedule 2 of the Public Service Act, and provincial government components listed in Part B of schedule 3 of the Public Service Act) or persons contracted to executive authorities in accordance with the provisions of section 12A of the Public Service Act of 1994 or persons performing similar functions in organs of state from conducting business with the State or to be a director of a public or private company conducting business with the State. The offence for doing so is a fine or imprisonment for a period not exceeding 5 years or both. It is also a serious misconduct which may result in the termination of employment by the employer.

NOTE 3: Regulation 44 of Supply Chain Management regulations issued in terms of the Municipal Finance Management Act of 2003 requires that organs of state and municipal entities not award a contract to a person who is the service of the state, a director, manager or principal shareholder in the service of the state or who has been in the service of the state in the previous twelve months.

NOTE: 4: Regulation 45 of Supply Chain Management regulations requires a municipality or municipal entity to disclose in the notes to the annual statements particulars of any award made to a close family member in the service of the state.

NOTE: 5 Corrupt activities which give rise to an offence in terms of the Prevention and Combating of Corrupt Activities Act of 2004) include improperly influencing in any way the procurement of any contract, the fixing of the price, consideration or other moneys stipulated or otherwise provided for in any contract and the manipulating by any means of the award of a tender.

NOTE: 6 Section 4 of the Competition Act of 1998 prohibits restrictive horizontal practice including agreements between parties in a horizontal relationship which have the effect of substantially preventing or lessening competition, directly or indirectly fixing prices or dividing markets or constitute collusive tendering. Section 5 also prohibits restrictive vertical practices. Any restrictive practices that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties.

T.2.1(F): Compulsory Declaration (Cont. for JV parties)

The following particulars must be furnished. **By both parties** In the case of a joint venture

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:	<i>State Not Registered if not registered for VAT</i>

Section 4: CIDB registration number

CIDB Registration number (if applicable)	
--	--

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).

[illegible]

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:

- | | |
|---|---|
| a member of any municipal council | 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) |
| a member of any provincial legislature | |
| a member of the National Assembly or the National Council of Province | a member of an accounting authority of any national or provincial public entity |
| a member of the board of directors of any municipal entity | an employee of Parliament or a provincial legislature |
| 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

*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:

- | | |
|---|--|
| a member of any municipal council | an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| a member of any provincial legislature | |
| a member of the National Assembly or the National Council of Province | a member of an accounting authority of any national or provincial public entity |
| a member of the board of directors of any municipal entity | an employee of Parliament or a provincial legislature |
| 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)
- 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 ON BEHALF OF BIDDER:

NOTE 1 The Standard Conditions of Tender contained in SANS 10845-3 prohibits anticompetitive practices (clause 3.1) and requires that tenderers avoid conflicts of interest, only submit a tender offer if the tenderer or any of his principals is not under any restriction to do business with employer (4.1.1) and submit only one tender either as a single tendering entity or as a member in a joint venture (clause 4.13.1). Clause 5.7 also empowers the Employer to disqualify any tenderer who engages in fraudulent and corrupt practice. Clause 3.1 also requires tenderers to comply with all legal obligations.

NOTE 2: Section 30(1) of the Public Service Act, 1994, prohibits an employee (person who is employed in posts on the establishment of departments) from performing or engaging remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department. When in operation, Section 8(2) of the Public Administration Management Act, 2014, will prohibit an employee of the public administration (i.e. organs of state and all national departments, national government components listed in Part A of Schedule 3 to the Public Service Act, provincial departments including the office of the premier listed in Schedule 1 of the Public Service Act and provincial departments listed in schedule 2 of the Public Service Act, and provincial government components listed in Part B of schedule 3 of the Public Service Act) or persons contracted to executive authorities in accordance with the provisions of section 12A of the Public Service Act of 1994 or persons performing similar functions in organs of state from conducting business with the State or to be a director of a public or private company conducting business with the State. The offence for doing so is a fine or imprisonment for a period not exceeding 5 years or both. It is also a serious misconduct which may result in the termination of employment by the employer.

NOTE 3: Regulation 44 of Supply Chain Management regulations issued in terms of the Municipal Finance Management Act of 2003 requires that organs of state and municipal entities not award a contract to a person who is the service of the state, a director, manager or principal shareholder in the service of the state or who has been in the service of the state in the previous twelve months.

NOTE: 4: Regulation 45 of Supply Chain Management regulations requires a municipality or municipal entity to disclose in the notes to the annual statements particulars of any award made to a close family member in the service of the state.

NOTE: 5 Corrupt activities which give rise to an offence in terms of the Prevention and Combating of Corrupt Activities Act of 2004) include improperly influencing in any way the procurement of any contract, the fixing of the price, consideration or other moneys stipulated or otherwise provided for in any contract and the manipulating by any means of the award of a tender.

NOTE: 6 Section 4 of the Competition Act of 1998 prohibits restrictive horizontal practice including agreements between parties in a horizontal relationship which have the effect of substantially preventing or lessening competition, directly or indirectly fixing prices or dividing markets or constitute collusive tendering. Section 5 also prohibits restrictive vertical practices. Any restrictive practices that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties.

T.2.1(g): Audited Annual Financial Statements Declaration

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

- 1) The enterprise's financial year end is
- 2) The enterprise's financial statements have been prepared in accordance with the provisions of the Companies Act of 2008 or the Close Corporation Act of 1984, as applicable
- 3) The enterprise has compiled its financial accounts [tick one box]:
☐ Internally ☐ Independently
- 4) The following statement applies to the enterprise [tick one box and provide relevant information]
☐ enterprise has had its financial statements audited;
name of auditor
☐ enterprise is required by law to have an independent review of its financial statements
name of independent reviewer
☐ enterprise has not had its financial statements audited and is not required by law to have an independent review or audit of such statements
- 5) The attached income statement and balance sheet is a true extract from the financial statements complying with applicable legislation for the preceding financial year within 12 months of the financial year end.
[Attach the income statement and the balance sheet contained in the financial statement]
- 6) The annual turnover for the last financial year is R
- 7) The total assets as at the end of the last financial year is R
- 8) The total liabilities as at the end of the financial year is R

I hereby declare that the contents of this Declaration are within my personal knowledge, and save where stated otherwise are to the best of my belief both true and correct.

Signed

Date

Name

Position

Tenderer

T.2.1(i): Schedule of The Bidder's Previous Relevant Experience

The following is a statement of **similar** work successfully executed by myself/ourselves:

Employer, contact person and telephone number	Description of contract	Value of work Inclusive of VAT (Rand)	Date Completed

NOTE: In order for the Bidder to claim points for Experience under Functionality for the above listed projects, the Bidder must attach the following proof for each of the projects:

- Copy of Appointment Letter and referral letter from the client.

SIGNED ON BEHALF OF BIDDER:

T.2.1(j): CERTIFICATE OF NON-COLLUSIVE TENDER

1 IN THE CASE OF A SINGLE CONSULTING COMPANY:

I/We certify that this is a bona fide tender.

I/We also certify that I/We have not done and I/We undertake not to do any of the following at any time before the hour and date specified for the closure of submission of tenders for this contract.

- a) Fix or adjust the amount of this tender by or under or in accordance with any agreement or arrangement with any other person;
- b) communicate to a person other than the person calling for these tenders the amount or approximate amount of the proposed tender, except when the confidential disclosure of the approximate amount of the tender is necessary to obtain the insurance-premium quotations required for preparation of the tender;
- c) cause or induce any other person to communicate to me/us the amount or approximate amount of any rival tender for this contract;
- d) enter into any agreement or arrangement with any other person to induce him to refrain from tendering for this contract, or to influence the amount of any tender or the conditions of any tender to be submitted, nor cause or induce any other person to enter into any such agreement or arrangement;
- e) offer or pay or give or agree to pay or to give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any tender or proposed tender for this contract, any action similar to those described above.

In this certificate the term "person" includes juristic or natural persons , body of persons or association, whether corporate or not, and the term "agreement or arrangement" includes any agreement or arrangement, whether formal or informal and whether legally binding or not.

SIGNED ON BEHALF OF TENDERER:

T.2.1(k): QUALIFICATIONS AND EXPERIENCE OF KEY PERSONNEL

Tenderers complete the table below in respect of the key personnel who will be engaged on the project. Curricula Vitae, including the relevant certificates, to support the stated information must be attached. Only one person may be entered against each category. No person may fill two categories. Key staff must be in the direct employ of the Tenderer.

Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations) – attach certified copies of professional registrations and qualification

Designation	Name / Prof. Status	Experience
	Prof. Reg. No. / Date	Initial qualification and year obtained
Project Leader		
Design Engineer		

SIGNED ON BEHALF OF THE TENDERER:

**T.2.1(I): COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 AND
CONSTRUCTION REGULATIONS, 2003**

The tenderer shall attach evidence that he is registered and in good standing with a compensation insurer who is approved by Department of Labour in terms of section 80 of the Compensation for Injury and Disease Act (COID)(Act 130 of 1993).

The tenderer is required to disclose, by also attaching documentary evidence, all inspections, investigations and their outcomes conducted by the Department of Labour into the conduct of the tenderer at any time during the 36 months preceding the date of this tender.

Attach a valid letter of good standing from the Compensation Commissioner or FEMA

SIGNED ON BEHALF OF THE TENDERER:

T.2.1(m): CERTIFICATE OF NON-COLLUSIVE TENDER

1 IN THE CASE OF A SINGLE CONSULTING COMPANY:

I/We certify that this is a bona fide tender.

I/We also certify that I/We have not done and I/We undertake not to do any of the following at any time before the hour and date specified for the closure of submission of tenders for this contract.

- a) Fix or adjust the amount of this tender by or under or in accordance with any agreement or arrangement with any other person;
- b) communicate to a person other than the person calling for these tenders the amount or approximate amount of the proposed tender, except when the confidential disclosure of the approximate amount of the tender is necessary to obtain the insurance-premium quotations required for preparation of the tender;
- c) cause or induce any other person to communicate to me/us the amount or approximate amount of any rival tender for this contract;
- d) enter into any agreement or arrangement with any other person to induce him to refrain from tendering for this contract, or to influence the amount of any tender or the conditions of any tender to be submitted, nor cause or induce any other person to enter into any such agreement or arrangement;
- e) offer or pay or give or agree to pay or to give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any tender or proposed tender for this contract, any action similar to those described above.

In this certificate the term "person" includes juristic or natural persons, body of persons or association, whether corporate or not, and the term "agreement or arrangement" includes any agreement or arrangement, whether formal or informal and whether legally binding or not.

SIGNED ON BEHALF OF TENDERER:

2 IN THE CASE OF A CONSORTIUM OF CONSULTING CONCERNS:

We certify that this is a bona fide tender.

We also certify that we have not done and we undertake not to do any of the following at any time before the hour and date specified for the closure of submission of tenders for this contract:

- a) Fix or adjust the amount of this tender by or under or in accordance with any agreement or arrangement with any person outside this consortium;
- b) communicate to a person outside this consortium other than the person calling for these tenders, the amount or approximate amount of the proposed tender, except when the confidential disclosure of the approximate amount of the tender is necessary to obtain insurance premium quotations required for preparation of the tender;
- c) cause or induce any person outside this consortium to communicate to us the amount or approximate amount of any rival tender for this contract.
- d) enter into any agreement or arrangement with any person outside this consortium to induce him to refrain from tendering for this contract, or to influence the amount of any tender or the conditions of any tender to be submitted, nor cause or induce any person outside this consortium to enter into any such agreement or arrangement;
- e) offer or pay or give or agree to give any sum of money or valuable consideration directly or indirectly to any person outside this consortium for doing or having done or causing or having caused to be done in relation to any tender or proposed tender for this contract, any action similar to those described above.

In this certificate the term "person" includes juristic or natural persons , body of persons or association, whether corporate or not, the term "agreement or arrangement" includes any agreement or arrangement, whether formal or informal and whether legally binding or not, and the term "person outside this consortium" means, when the consortium is a partnership, a person other than a partner or an employee of a partner or the partnership, or when the consortium is a company, a person other than a person or company holdings shares in the consortium, or any employee of such a person, company or the consortium.

SIGNED ON BEHALF OF TENDERER:

T.2.1(n): CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a per se prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)
in response to the invitation for the bid made by:

(Name of Institution)
do hereby make the following statements that I certify to be true and complete in every respect:
I certify, on behalf of

: _____ tha
t: (Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;

3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
 4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
 5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
 6. 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 will not be construed as collusive bidding.
 7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or (f) bidding with the intention not to win the bid.
 8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
 9. 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 **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.**
10. 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.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

C1.2 CONTRACT DATA

C1.2.1 Contract Specific Data

The form of Contract to be used is the standard CIDB standard Professional Services Contract-Third Edition July 2009.

Part 1: Data provided by the Employer

Clause	Description
3.4 and 4.3.2	The employer is the Limpopo Department of Public Works, Roads and Infrastructure
1	The Project is: FOR A PANEL OF PROFESSIONAL SERVICE PROVIDERS IN CIVIL ENGINEERING FOR A PERIOD OF 36 MONTHS IN THE LIMPOPO PROVINCE.
3.6	The Service Provider may not release public or media statements or publish material to the Services or Project under any circumstances
3.9.2	The time-based fees used to determine changes to the Contract Price are as stated in the Pricing Data.
3.12	The penalty payable for delay is R2 000 per Day or part thereof to a maximum of R180 000.-
3.15.1	The programme shall be submitted within 14 days after the date of the Project handover.
3.15.2	The Service Provider shall update the programme at intervals not exceeding 12 weeks
3.16	The time-based fees shall not be adjusted for inflation.
3.16.1	No price adjustments
4.3.1(d)	The Service Provider might be required to assist in the obtaining of approvals, licenses and permits from state, regional and municipal authorities having jurisdiction over the Project.
5.4.1	The Service Provider will be required to provide professional indemnity cover upon appointment as set out in the Professional Indemnity Schedule. The value of the PI should cover the tendered basic fees* or more per claim,
5.5	The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions: 1. Appointment of sub-consultants
7.2	The Service Provider is requested to provide personnel in accordance with the provisions of clause 7.2 and complete the Personnel Schedule.
8.1	The Service Provider is to commence the performance of the Service within 14 days of the date of the Project handover.
8.4.3(c)	The period of suspension under clause 8.5 is not to exceed one (1) month.
9.1	Copyright of documents prepared for the Project shall be vested with the Employer.
12.1	Interim settlement of disputes is to be by adjudication
12.3	Final settlement is by arbitration
12.3.3	The adjudicator is the person appointed by the CEO of CIDB
12.4.1	In the event that the parties fail to agree on an arbitrator, the arbitrator is nominated by the President of the Law Society of South Africa
13.1.3	All persons in a joint venture or consortium shall carry a minimum professional indemnity insurance of not less the tendered basic fee.
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 12 months 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	The interest rate will be the prime interest rate of the Employer's bank at the time that the amount is due.

PART C3: SCOPE OF SERVICES

Limpopo Department of Public Works Roads & Infrastructure is calling for Professional Service Providers in Civil engineering (PSP) to be part of a panel for the execution of Roads infrastructure projects for a period of 36 months, with no guarantee of any work. The shortlisted panel will provide professional technical advisory, design and supervision services for the implementation of roads construction/maintenance and any other maintenance services on various roads infrastructure projects across the province as and when a need arise. The PSP's to provide technical support to the Department in respect of all professional services.

The Scope of Services required has been developed in terms of the Guideline of Services and Processes for Estimating fees for Persons Registered in terms of the Engineering Act, 2000, (Act No. 46 of 2000), published in Government Gazette No. 44333, on the 04 December 2021, applicable from 26 March 2021.

Derived from clauses (CI) 3.1; 3.2; 3.3; 4.2; 4.3; 4.4; 4.6 of the professional services fee guidelines, "Basic Planning Services (Feasibility Studies) and Normal Services" in this contract refers to the following tasks or work breakdown structure (WBS):

CI-3.1 Feasibility Stage (Planning, Studies, Investigation and Assessments).

- a) Site Assessment.
- b) Collation of Data.
- c) Investigation and Assessment Report.

CI-3.2 Normal Services

CI-3.2.1 Stage 1 – Inception.

- a) Signed Agreements and appointment of Specialists.

CI-3.2.2 Stage 2 – Concept and Viability (Often called Preliminary Design)

A. Visual Assessment.

- a) Site Visit and Photos.

B. Technical Assessment.

- a) Traffic impact study & Modelling.
- b) Topographical Survey.
- c) Geotechnical Analysis.
- d) Geometric layout of the proposed development.
- e) Proposed pavement structure and typical cross-section.

C. Legal Compliance

- a) Environmental authorization (EA).
- b) Water Use License Application (WULA).
- c) South African National Heritage Resource Act (SANHRA).

D. Preliminary Design Report

- a) Detail the proposed project solutions as well as the construction cost estimates.

CI-3.2.3 Stage 3 – Design Development (also termed Detail Design).

- A. Detail designs.**
- B. Detail design report.**

CI-3.2.4 Stage 4 – Documentation and Procurement.

CI-3.2.5 Stage 5 – Contract Administration and Inspection.

CI-3.2.6 Stage 6 – Close out.

CI-3.3 Additional Services.

- a) Printing and Binding.
- b) Capacity Building (Training of Department Staff).
- c) Construction Monitoring.
- d) Construction Environmental Services.
- e) Entrepreneurial Skills Training.

C3.1.3 Extent of Works

The Department is responsible for maintenance of the provincial road network of about 19 855 kilometres, of which 6 658km is paved and 13 197km unpaved. The road network is further distributed to the 5 districts as depicted on the below table:

Network Distribution per District			
District	Paved (km)	Unpaved (km)	Total (km)
Greater Sekhukhune	1 331	1 352	2 683
Mopani	1 230	1 520	2 750
Vhembe	1 323	2 236	3 559
Capricorn	1 311	3 149	4 460
Waterberg	1 463	4 940	6 403
Total	6 658 (34%)	13 197 (66%)	19 855

Allocation of work

Eighty(80) recommendable professional service providers shall be included into to the database. The enlisting of service providers shall be ranked in ascending order in line with the points scored by respective bidders on functionality criteria; in case of bidders scoring equal points, the bidder with the highest score on specific goals criteria shall be first considered.

Inclusion into the database does not guarantee any service provider any work; as and when a need for this service arise, the Department shall allocate work orders rotationally in line with the rankings.