

**APPOINTMENT OF A CONSORTIUM / MULTI-DISCIPLINARY PROJECT MANAGEMENT UNIT TO PROVIDE TECHNICAL ADVISORY SERVICES, PROJECT MANAGEMENT, PROJECT PLANNING, FEASIBILITY STUDIES, BASIC DESIGN AND COST ESTIMATION FOR A PERIOD OF THREE (3) YEARS FOR THE RURAL DEVELOPMENT PROJECTS: NORTHERN CAPE PROVINCIAL SHARED SERVICES CENTRE.**

**THERE WILL BE A COMPULSORY BRIEFING SESSION AS FOLLOWS:**

**DATE : THURSDAY, 01 DECEMBER 2022**

**TIME : 11:00**

**VENUE: Department of Agriculture, Land Reform and Rural Development  
New Public Building (Sixth Floor)  
Cnr Knight & Stead Street  
KIMBERLEY  
8301**

**CLOSING DATE: FRIDAY, 15 DECEMBER 2022 AT 11:00**

**PLEASE NOTE: Tenders can only be submitted in the Tender Box in KIMBERLEY.**

**ENQUIRIES – TECHNICAL RELATED:**

**Ms B Mazomba / Mr R Sayed**

Tel: (053) 830 4051 / 4013

Cell: 073 019 9030 / 071 334 5254

E-mail: [Babalwa.Mazomba@dalrrd.gov.za](mailto:Babalwa.Mazomba@dalrrd.gov.za) or [Reaz.Sayed@dalrrd.gov.za](mailto:Reaz.Sayed@dalrrd.gov.za)

**BID RELATED ENQUIRIES, CONTACT:**

Mr B Coetzer / Ms R Goolam

Tel: 012 312 8340 / 8369

E-mail: [BenC@dalrrd.gov.za](mailto:BenC@dalrrd.gov.za) or [Rashida.Goolam@dalrrd.gov.za](mailto:Rashida.Goolam@dalrrd.gov.za)

**NB: SERVICE PROVIDERS MUST INDICATE BY A TICK WHETHER THEY ARE TENDERING IN CONSORTIUM / JOINT VENTURE OR MULTI DISCIPLINARY.**

<b>MULTI DISCIPLINARY</b>		<b>CONSORTIUM/JOINT VENTURE</b>	
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agriculture, land reform  
& rural development

Department:  
Agriculture, Land Reform and Rural Development  
REPUBLIC OF SOUTH AFRICA

**Chief Directorate:** Supply Chain and Facilities Management Services: **Sub-Directorate:** Demand and Acquisition Management Services: **Enquiries:** Ms R Goolam / Mr B Coetzer: **Tel:** (012) 312 8369 / 8340

YOU ARE HEREBY INVITED TO BID TO THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

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**BID NUMBER:** 5/2/2/1 CRDP 0001 (2022/2023)

**CLOSING TIME:** 11H00

**CLOSING DATE:** 15 DECEMBER 2022

BIDS RECEIVED AFTER THE CLOSING TIME AND DATE AS A RULE WILL NOT BE ACCEPTED FOR CONSIDERATION

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1. Kindly furnish us with a bid for services shown on the attached forms.
2. Attached please find the **Standard Professional Services Contract (July 2009)**, **PA-15.1:** Resolution of Board of Directors, **PA-15.2:** Resolution of Board of Directors to Enter into Consortia Or Joint Ventures, **PA-15.3:** Special Resolution of Consortia or Joint Ventures, Authority to sign the Standard Bidding Documents (SBDs) on behalf of an entity, Example of Authority of Signatory, SBD1, SBD 3.3, SBD4, SBD6.1, Credit Instruction forms and Terms of Reference.
3. Bidders must ensure that they register with the National Treasury Central Supplier Database (CSD) and attach/provide the reference numbers on the SBD 1 form of the bid document.
4. If you are a sole agent or sole supplier you should indicate your market price after discount to your other clients or if that is not possible your percentage net profit before tax, in order to decide whether the price quoted is fair and reasonable.
5. The attached forms must be completed in detail and returned with your bid. Bid documents must be submitted in a sealed envelope stipulating the following information: Name and Address of the bidder, Bid Number and closing date of bid. **(failure to comply will disqualify your proposal)**

Yours faithfully

**SIGNED**  
**INFRASTRUCTURE PROCUREMENT**  
**DATE: 21 NOVEMBER 2022**

## MAP TO TENDER BOX (B BOX)

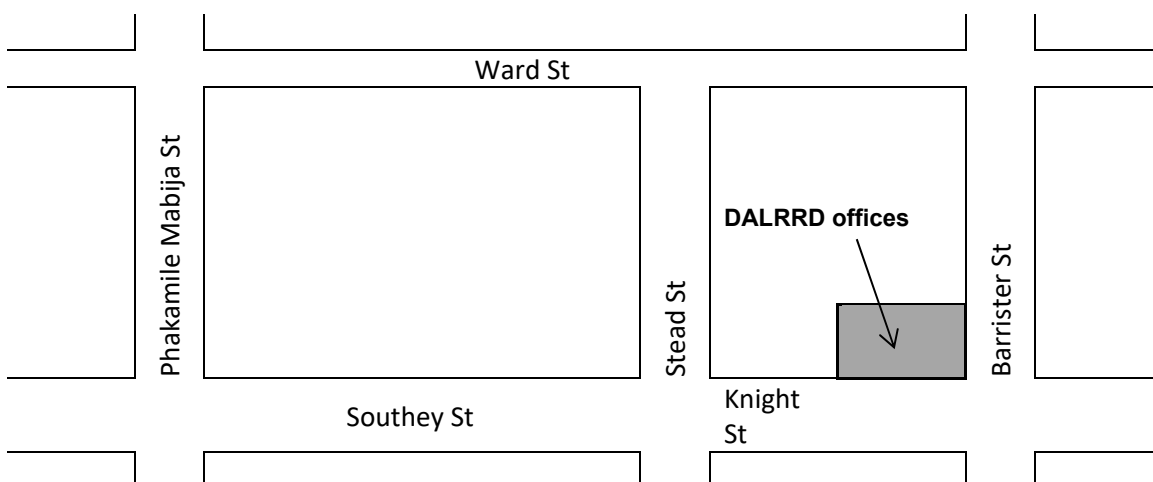
TENDER/CONTRACT NO.: 5/2/2/1 CRDP 0001 (2022/2023)

**CLOSING DATE: 15 DECEMBER 2022**

**YOU ARE HEREBY INVITED TO TENDER TO THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA (DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT)**

**TENDERS RECEIVED LATE AFTER THE CLOSING TIME AND DATE WILL NOT BE ACCEPTED FOR CONSIDERATION.**

**SUBMIT ALL TENDERS ON THE OFFICIAL FORMS – DO NOT RETYPE.**



The Tender documents **must** be deposited in the box which is identified as the tender box of the:

**Department of Agriculture, Land Reform and Rural Development  
New Public Building (Sixth Floor)  
Cnr Knight & Stead Street  
KIMBERLEY  
8301**

**SUBMITTING OF TENDERS – PLEASE NOTE:** Tenders can only be submitted in the Tender Box in KIMBERLEY.

**THE TENDER BOX OF THE OFFICE OF THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT IS OPEN 24 HOURS A DAY, 7 DAYS A WEEK. THE TENDER BOX WILL BE CLOSED AT 11H00 ON 15 DECEMBER 2022, WHICH IS THE CLOSING TIME OF THE TENDER.**

TENDERERS SHOULD ENSURE THAT TENDERS ARE DELIVERED TIMEOUSLY TO THE CORRECT ADDRESS

PART A  
INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (RURAL DEVELOPMENT AND LAND REFORM)</b>						
BID NUMBER:	5/2/21- CRDP 0001 (2022/2023)		CLOSING DATE:	15 DECEMBER 2022	CLOSING TIME:	11:00
DESCRIPTION	<b>APPOINTMENT OF A CONSORTIUM / MULTI-DISCIPLINARY PROJECT MANAGEMENT UNIT TO PROVIDE TECHNICAL ADVISORY SERVICES, PROJECT MANAGEMENT, PROJECT PLANNING, FEASIBILITY STUDIES, BASIC DESIGN AND COST ESTIMATION FOR A PERIOD OF THREE (3) YEARS FOR THE RURAL DEVELOPMENT PROJECTS: NORTHERN CAPE PROVINCIAL SHARED SERVICES CENTRE.</b>					
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>						
DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT						
New Public Building (Sixth Floor)						
Cnr Knight & Stead Street						
KIMBERLEY - 8301						
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>			
CONTACT PERSON	Mr B Coetzer / Ms R Goolam		CONTACT PERSON	Ms B Mazomba / Mr R Sayed		
TELEPHONE NUMBER	012 312 8340 / 8369		TELEPHONE NUMBER	073 019 9030 / 071 334 5254		
FACSIMILE NUMBER	086 570 9467		FACSIMILE NUMBER	(053) 830 4095		
E-MAIL ADDRESS	<a href="mailto:BenC@dalrrd.gov.za">BenC@dalrrd.gov.za</a> OR <a href="mailto:Rashida.Goolam@dalrrd.gov.za">Rashida.Goolam@dalrrd.gov.za</a>		E-MAIL ADDRESS	<a href="mailto:Babalwa.Mazomba@dalrrd.gov.za">Babalwa.Mazomba@dalrrd.gov.za</a> OR <a href="mailto:Reaz.Sayed@dalrrd.gov.za">Reaz.Sayed@dalrrd.gov.za</a>		
<b>SUPPLIER INFORMATION</b>						
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	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>						
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW ]		
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>						

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

<b>1.</b>	<b>BID SUBMISSION:</b>
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, 2017, 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).
<b>2.</b>	<b>TAX COMPLIANCE REQUIREMENTS</b>
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: .....

# PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

**RESOLUTION** of a meeting of the Board of \*Directors / Members / Partners of:

\_\_\_\_\_

(Legally correct full name and registration number, if applicable, of the Enterprise)

Held at \_\_\_\_\_ (place)

on \_\_\_\_\_ (date)

**RESOLVED that:**

1 The Enterprise submits a Tender to the Department of Rural Development and Land Reform in respect of the following project:

\_\_\_\_\_

(project description as per Tender Document)

Tender Number: \_\_\_\_\_ (Tender Number as per Tender Document)

2 \*Mr/Mrs/Ms: \_\_\_\_\_

in \*his/her Capacity as: \_\_\_\_\_ (Position in the Enterprise)

and who will sign as follows: \_\_\_\_\_

be, and is hereby, authorised to sign the Tender, and any and all other documents and/or correspondence in connection with and relating to the Tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the Tender to the Enterprise mentioned above.

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			

**Note:**

- \* Delete which is not applicable.
- NB.** This resolution must be signed by *all* the Directors / Members / Partners of the Tendering Enterprise.
- Should the number of Directors / Members / Partners exceed the space available above, additional names capacity and signatures must be supplied on a separate page.

**ENTERPRISE STAMP**

\_\_\_\_\_

## PA-15.2: RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the Board of \*Directors / Members / Partners of:

\_\_\_\_\_

\_\_\_\_\_  
*(Legally correct full name and registration number, if applicable, of the Enterprise)*

Held at \_\_\_\_\_ *(place)*

on \_\_\_\_\_ *(date)*

**RESOLVED that:**

1. The Enterprise submit a Tender, in consortium/joint venture with the following Enterprises:

\_\_\_\_\_

\_\_\_\_\_  
*(List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the consortium/joint venture)*

to the Department of Rural Development and Land Reform in respect of the following project:

\_\_\_\_\_

\_\_\_\_\_  
*(Project description as per Tender Document)*

Tender Number: \_\_\_\_\_ *(Tender Number as per Tender Document)*

- 1 \*Mr/Mrs/Ms: \_\_\_\_\_

in \*his/her Capacity as: \_\_\_\_\_ *(Position in the Enterprise)*

and who will sign as follows: \_\_\_\_\_

be, and is hereby, authorized to sign a consortium/joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the consortium/joint venture, in respect of the project described under item 1 above.

- 2 The Enterprise accept joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.
- 3 The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:

Physical address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ *(code)*

Postal Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ (code)

Telephone number: \_\_\_\_\_ (code)

Fax number: \_\_\_\_\_ (code)

	Name	Capacity	Signature
1			
2			
3			
4			
5			
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12			
13			
14			
15			

**Note:**

- \* Delete which is not applicable.
- NB.** This resolution must be signed by all the Directors / Members / Partners of the Tendering Enterprise.
- Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

**ENTERPRISE STAMP**



### PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

**RESOLUTION** of a meeting of the duly authorised representatives of the following legal entities who have entered into a consortium/joint venture to jointly tender for the project mentioned below: *(legally correct full names and registration numbers, if applicable, of the Enterprises forming a Consortium/Joint Venture)*

- 1 \_\_\_\_\_  
\_\_\_\_\_
- 2 \_\_\_\_\_  
\_\_\_\_\_
- 3 \_\_\_\_\_  
\_\_\_\_\_
- 4 \_\_\_\_\_  
\_\_\_\_\_
- 5 \_\_\_\_\_  
\_\_\_\_\_
- 6 \_\_\_\_\_  
\_\_\_\_\_
- 7 \_\_\_\_\_  
\_\_\_\_\_
- 8 \_\_\_\_\_  
\_\_\_\_\_

Held at \_\_\_\_\_ *(place)*

On \_\_\_\_\_ *(date)*

**RESOLVED that:**

A. The above-mentioned Enterprises submit a tender in Consortium/Joint Venture to the Department of Rural Development and Land Reform in respect of the following project:

\_\_\_\_\_

\_\_\_\_\_ *(Project description as per Tender Document)*

Tender Number: \_\_\_\_\_ *(Tender Number as per Tender Document)*

B. Mr/Mrs/Ms: \_\_\_\_\_

in \*his/her Capacity as: \_\_\_\_\_ (Position in the Enterprise)

and who will sign as follows: \_\_\_\_\_

be, and is hereby, authorised to sign the tender, and any and all other documents and/or correspondence in connection with and relating to the tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the tender to the Enterprises in Consortium/Joint Venture mentioned above.

C. The Enterprises constituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of:

\_\_\_\_\_

D. The Enterprises to the Consortium/Joint Venture accept joint and several liability for the due fulfilment of the obligations of the Consortium/Joint Venture deriving from, and in any way connected with, the Contract entered into with the Department in respect of the project described under item A above.

E. Any of the Enterprises to the Consortium/Joint Venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the Department for the due fulfilment of the obligations of the Consortium/Joint Venture as mentioned under item D above.

F. No Enterprise to the Consortium/Joint Venture shall, without the prior written consent of the other Enterprises to the Consortium/Joint Venture and of the Department, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the Department referred to herein.

G. The Enterprises choose as the *domicilium citandi et executandi* of the Consortium/Joint Venture for all purposes arising from the consortium/joint venture agreement and the Contract with the Department in respect of the project under item A above:

Physical address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (code)

Postal Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (code)

Telephone number: \_\_\_\_\_ (code)

Fax number: \_\_\_\_\_ (code)

	Name	Capacity	Signature
1			
2			
3			
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12			
13			
14			
15			

*Note:*

- 1 \* Delete which is not applicable.
- 2 **NB:** This resolution must be signed by all the Duly Authorised Representatives of the Legal Entities to the Consortium / Joint Venture submitting this tender.
3. Should the number of Duly Authorised Representatives of the Legal Entities joining forces in this tender exceed the space available above, additional names, capacity and signatures must be supplied on a separate page.
4. Resolutions, duly completed and signed, from the separate Enterprises who participate in this Consortium / Joint Venture must be attached to the Special Resolution.

## **AUTHORITY TO SIGN THE STANDARD BIDDING DOCUMENTS (SBD) ON BEHALF OF AN ENTITY.**

“Only authorized signatories may sign the original and all copies of the tender offer where required.

In the case of a **ONE-PERSON CONCERN** submitting a tender, this shall be clearly stated.

In case of a **COMPANY** submitting a tender, include a copy of a **resolution by its board of directors** authorizing a director or other official of the company to sign the documents on behalf of the company.

In the case of a **CLOSED CORPORATION** submitting a tender, include a copy of a **resolution by its members** authorizing a member or other official of the corporation to sign the documents on each member’s behalf.

In the case of a **PARTNERSHIP** submitting a tender, **all the partners shall** sign the documents, unless one partner or a group of partners has been authorized to sign on behalf of each partner, in which case **proof of such authorization** shall be included in the Tender.

In the case of a **JOINT VENTURE** submitting a tender, include **a resolution** of each company of the Joint Venture together with a resolution by its members authorizing a member of the Joint Venture to sign the documents on behalf of the Joint Venture.”

**Accept that failure to submit proof of Authorization to sign the tender shall result in a Tender Offer being regarded as non-responsive.**

## AUTHORITY OF SIGNATORY

Signatories for companies, closed corporations and partnerships must establish their authority **BY ATTACHING TO THIS FORM, ON THEIR ORGANISATIONS'S LETTERHEAD STATIONERY**, a copy of the relevant resolution by their Board of Directors, Members or Partners, duly signed and dated.

An **EXAMPLE** is shown below for a COMPANY:

**MABEL HOUSE (Pty) Ltd**

**By resolution of the Board of Directors taken on 20 May 2000,**

**MR A.F JONES**

**has been duly authorised to sign all documents in connection with Contract no**

**CRDP 0006, and any contract which may arise there from, on behalf of *Mabel***

**House (Pty) Ltd.**

**SIGNED ON BEHALF OF THE COMPANY:** (Signature of Managing Director)

**IN HIS CAPACITY AS:** Managing Director

**DATE:** 20 May 2000

**SIGNATURE OF SIGNATORY:** (Signature of A.F Jones)

**As witnesses:**

1. ....

2. ....

Signature of person authorised to sign the tender: .....

Date: .....

## 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

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<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.

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:

.....  
.....

**3 DECLARATION**

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

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<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.

**SBD4**

institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.  
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....	.....
Signature	Date
.....	.....
Position	Name of bidder



## PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

### 1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- 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

a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable; or

b) Either the 80/20 /90/10 preference point system will be applicable to this tender Points for this bid shall be awarded for:

(a) Price; and

(b) B-BBEE Status Level of Contributor.

1.3 The maximum points for this bid are allocated as follows:

	<b>POINTS</b>
<b>PRICE</b>	<b>80</b>
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	<b>20</b>
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

1.4 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.5 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.



#### 4.3 POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:  
**80/20** or **90/10**

$$Ps = 80 \left( 1 + \frac{Pt - Pmax}{Pmax} \right) \text{ or } Ps = 90 \left( 1 + \frac{Pt - Pmax}{Pmax} \right)$$

Where

- Ps = Points scored for price of bid under consideration  
 Pt = Price of bid under consideration  
 Pmax = Price of highest acceptable bid

#### 5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 5.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

#### 6. BID DECLARATION

- 6.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

#### 7. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 7.1 B-BBEE Status Level of Contributor: . = .....(maximum of 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

**8. SUB-CONTRACTING**

8.1 Will any portion of the contract be sub-contracted?

*(Tick applicable box)*

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

8.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

*(Tick applicable box)*

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

<b>Designated Group: An EME or QSE which is at last 51% owned by:</b>	<b>EME</b> √	<b>QSE</b> √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

**9. DECLARATION WITH REGARD TO COMPANY/FIRM**

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

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

9.6 COMPANY CLASSIFICATION

- Manufacturer
  - Supplier
  - Professional service provider
  - Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business:.....

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

WITNESSES
1. ....
2. ....

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



## agriculture, land reform & rural development

Department:  
Agriculture, Land Reform and Rural Development  
REPUBLIC OF SOUTH AFRICA

DIRECTORATE: NORTHERN CAPE RURAL INFRASTRUCTURE DEVELOPMENT  
COURT BUILDING, 6<sup>TH</sup> FLOOR  
CORNER OF KNIGHT & STEAD STREETS  
KIMBERLEY

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# TERMS OF REFERENCE

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## **TERMS OF REFERENCE FOR THE APPOINTMENT OF A CONSORTIUM / MULTI-DISCIPLINARY PROJECT MANAGEMENT UNIT TO PROVIDE TECHNICAL ADVISORY SERVICES, PROJECT MANAGEMENT, PROJECT PLANNING, FEASIBILITY STUDIES, BASIC DESIGN AND COST ESTIMATION FOR A PERIOD OF THREE (3) YEARS FOR THE RURAL DEVELOPMENT PROJECTS: NORTHERN CAPE PROVINCIAL SHARED SERVICES CENTRE**

The Consortium / Multi-Disciplinary core services required are as follows:

1. PROJECT MANAGEMENT SERVICES
2. STRUCTURAL ENGINEERING SERVICES
3. QUANTITY SURVEYING SERVICES
4. ARCHITECTURAL SERVICES
5. CIVIL ENGINEERING SERVICES
6. TOWN AND REGIONAL PLANNING SERVICES
7. LAND SURVEYING SERVICES
8. AGRICULTURAL ENGINEERING SERVICES
9. ENVIRONMENTAL PRACTITIONER SERVICES
10. CONSTRUCTION HEALTH AND SAFETY SERVICES

SERVICE PROVIDERS MUST INDICATE WHETHER THEY ARE TENDERING IN CONSORTIUM OR MULTI DISCIPLINARY.

CONSORTIUM

MULTI DISCIPLINARY

## 1. SCOPE OF SERVICES

### 1.1 Employer's objectives

This tender is for:

The provision of professional services in consortium/ multi-disciplinary for infrastructure projects, located in the Northern Cape for a period of three years.

A Service Provider performing Multi-Disciplinary/ Consortium Built Environment work on a **construction project**. The services referred to are to be in line with the latest version of "NDPW – Scope of Engineering Services and Tariff of Fees".

### 1.2 Description of Services

The Department of Agriculture Land Reform and Rural Development wishes to appoint an experienced, suitably qualified and competent Service Provider who has the ability to undertake the following multi-disciplinary / Consortium core services:

- 1) Project Management Services (Project Leader)
- 2) Structural Engineering Services
- 3) Civil Engineering Services
- 4) Quantity Surveying
- 5) Architectural Services
- 6) Town & Regional Planning Services
- 7) Land Surveying
- 8) Agricultural Engineering Services
- 9) Environmental Impact Assessment & Water Use Licencing Services
- 10) Construction Health and Safety Services

The Service provider will be expected to assist, amongst other functions normally required in infrastructure projects of this nature, to provide the following functions for all departmental projects in the 5 districts in the Northern Cape such as:

- a) Support employer in the programme management of projects across the Northern Cape Province, including projects in support of Departmental programs.
- b) Advise the Employer on matters relating to planning and environmental approvals, water use licence applications, wastewater management, land development applications in terms of the Spatial Planning and Land Use Management Act, 16 of 2013, designs, tender documentation, contracting and project management etc.
- c) Provide project co-ordination of the departmental projects in all five Districts.
- d) Provide professional advice and make presentations where required.
- e) Keep proper records of all information relating to projects, etc.

The successful tenderer will be required to provide all Normal Services as per the Latest Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000.

Certain Additional Services may also need to be provided by the Service Provider, some of which are included in the Pricing Schedule.

#### • Additional Services

The provision of additional services (as and when required) pertaining to all stages of the project as described below and.

The Consortium / Multi-Disciplinary **additional services** required are as follows:

- 1) Full Time Construction Supervision Services

- 2) Mechanical Engineering Services
- 3) Electrical Engineering Services
- 4) Geo-technical Services
- 5) Act as Principal Agent on behalf of the client
- 6) Part Time Construction Supervision Services

• **The Project Management Team**

Will be expected to assist the employer in contracting professionals and/or building contractors in the built environment and to manage such contracts on behalf of the Employer. In addition, the Project Management Team will be required to amongst other functions normally required in projects of this nature, provide the following functions:

- a) Act as the Employer's agent
- b) Advise the Employer on matters relating to:
  - i. Land use and Township establishment
  - ii. Environmental Assessment
  - iii. Design frameworks
  - iv. Advise the department in terms of all engineering works
  - v. Develop TORs for contracting other professionals and/or building contractors.
- c) Assist the department with the assessment of work and payment certificates. Assist the department with the assessment of work and payment certificates submitted by registered professionals and/or building contractors in the built environment.
- d) Provide overall management and co-ordination of the project.
- e) Assume the role of secretariat for the project team committee.
- f) Provide professional advice and make presentations where required.
- g) Keep proper records (according to an agreed system which will be approved) of all information relating to the project; technical and otherwise.

In addition the Service Provider will ensure:

That there is an allocated Project Manager that will report to the Director Rural Infrastructure Development or a Delegated Official, as and when required. The Project Manager must have a proven track record of:

- 1) Managing and executing complex infrastructure projects within the built environment.
- 2) Working with National, Provincial, and municipal level stakeholders.
- 3) Must have excellent written and verbal communication skills.
- 4) Must have excellent presentation skills.
- 5) Must have excellent Organisational skills
- 6) Must be able to draft Terms of Reference (TOR) for the DALRRD to appoint a Service Provider/s to work in the infrastructure projects.
- 7) Must have full back office support of the appointed service provider in order to obtain the expertise and skill required to complete any task.
- 8) The Project Manager must be a principal registered professional in the built environment, with project, construction and contract management experience, of complex projects.
- 9) This individual should have more than 4 years post-registration Project Management Experience.
- 10) 3 references are required. (See Appendix B: Resource Information Sheet).

**Project Manager** has an experience and

- 1) Will keep project schedules up to date and provide detailed weekly (or at agreed frequency) progress reports and risk registers on the project and other relevant programme information.
  - 2) Keep accurate records, minutes, action lists and organise meetings.
  - 3) To ensure all documents and files are kept up to date at all times and perform secretarial functions.
- That project staff are able to make travel plans at short notice to meet with stakeholders as and when required by the DALRRD.
  - All Other Professionals must complete Appendix B: Resource Information Sheet.



## **ADDITIONAL SERVICES TO THE CLIENT BY THE ARCHITECT**

### **I. Principal Agent to the Client**

In addition to his normal functions as Architect, the Principal Agent of the client on a project will also be responsible for the following:

All standard services as described in Stages 1 to 6 in the latest version of the Board Notice: Framework for the Professional Fees Guideline of the annual update of the Professional Fees Guideline issued in terms of the Architectural Profession Act, 2000 (Act No. 44 of 2000), as amended or amplified upon in the project brief below.

- Leadership of the professional team.
- Submission of preliminary and developed proposals in the form of consolidated reports, drawings and specifications together with estimates of time required and cost of the works.
- The overall administration of all sections of the project including those, which fall within the ambit of the other professional members in the team.
- The overall coordination, programming of design and financial control of the project.
- Resolving differences that may arise between the **client** and the **contractor(s)**, including mediation, arbitration or litigation.
- Approval of certificates for payment to **contractor(s)** issued by the other professional members in the team before their presentation to the **client** for settlement.
- Making arrangements to provide the **client**, on completion of the **works**, with such record drawings as may be required for a proper record of the **works** as constructed and such manuals as may be required for the operation and maintenance of the relevant parts of the **works**.
- Approval of the final contract account and provision of a close out report for the **project**.
- Manage targeted procurement **services** as indicated in clause 3.2.7 of the **latest version of the NDPW - Scope of Engineering Services and Tariff of Fees**
- Preparation of drawings for manufacture and installation or detailed checking of such for erection or installation fit.
- Detailed inspection, reviewing and checking of designs and drawings not prepared by the consulting engineer and submitted by any contractor or potential contractor as alternative to those embodied in tender or similar documents prepared by the consulting engineer.
- Additional **services**, duties and/or work resulting from project scope changes, alteration and/or instructions by the **client**, or his duly authorized agents, requiring the **consulting engineer** to advise upon, review, adapt and/or alter his completed designs and/or any other documentation and/or change the scope of his **services** and/or duties. Such additional **services** are subject to **agreement** in writing between the **consulting engineer** and the **client** prior to the execution thereof.
- Exceptional arrangements, communication, facilitation and agreements with any stakeholders other than the **client** and **contractor(s)** appointed for the **works** on which the **consulting engineer** provides **services**. Additional **services**, duties and/or work resulting from project scope changes, alterations and/or instructions by the **client**, or his duly authorized agents, requiring the **consulting engineer** to advise upon, review, adapt and/or alter his completed designs and/or any other documentation and/or change the scope of his **services** and/or duties. Such additional **services** are subject to **agreement** in writing between the **consulting engineer** and the **client** prior to the execution thereof.

### **II. Construction Monitoring:**

- Provide Level 2 (Full Time) Construction Monitoring (as per Scope in the NDPW - Scope of Engineering Services and Tariff of Fees document)
- The **construction monitoring** shall:
- Maintain a full-time presence on site to constantly review: –
- (a) Work procedures
- (b) Construction materials for compliance with the requirements of the plans and specifications and review completed work prior to enclosure or on completion as appropriate.
- The **Architect** will act as the **principal agent**, who will carry out such administration of the **project** as is necessary on behalf of the **client**.
- Be available to provide the **contractor** with technical interpretation of the plans and specifications.

**III. Occupational Health and Safety Act, 1993 (Act No.85 of 1993):**

- Should the **client** require the **Architect** to undertake duties falling under the Occupational Health and Safety Act, 1993 (Act No.85 of 1993) and the latest Construction Regulations in terms thereof, on behalf of the **client**, the additional **services** may include but not limited to the following:
- The **Architect** must arrange, formally and in writing, for the **contractor** to provide documentary evidence of compliance with all the requirements of the Occupational Health and Safety Act, 1993 (Act No.85 of 1993).
- The **Architect** must execute the duties of the **client**, as his appointed agent, as contemplated in the latest Construction Regulations to the Occupational Health and Safety Act, 1993 (Act No.85 of 1993).
- The **Architect** must execute the duties of the **client in terms of compliance on latest published COVID 19** acts and regulations.

**IV. Town and Regional Planning Services:**

- Advise the Employer on matters relating to planning and, land development applications in terms of the Spatial Planning and Land Use Management Act, 16 of 2013 this include all applications in terms of Town and Regional Planning Services for approval by Local Authority.
- The Town and Regional Planner will be responsible for normal service as stipulated in the NDPW – Scope of Engineering Services and Tariff of Fees.

**V. Environmental Authorisation**

- The client requires the Architect to undertake duties falling under the National Environmental Management Act 107 of 1998 (NEMA), and the relevant Specific Environmental Management Acts (SEMAs) (including the Water Act) are fulfilled. This will include ensuring the relevant statutory procedures are followed and to obtain approvals or exemptions in terms of these regulations.
- Conduct site visits and collect all relevant site information needed for the application for authorisation.
- Coordinate pre-application meetings with relevant authorities, including DEA&DP and the City's Environmental Resource Management, in order to establish their requirements, which may include other specialist studies.
- Provide environmental input to the planning and design process, promoting a sustainable development model appropriate to the receiving environment, incorporating key energy, water, waste, public space, mobility and biodiversity design features.
- Preparing all documentation necessary in terms of the NEMA EIA Regulations, and any other applicable environmental legislation.

**CIVIL ENGINEERING SERVICES**

The Civil Engineer is required to provide the following services:

Planning, Studies, Investigations and Assessments.

All standard services as described in the NDPW - Scope of Engineering Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000, (Act No.46 of 2000) Scope of Services and Tariff of Fees of Persons Registered in terms of the Engineering Profession Act, 2000 (Act No 46 of 2000), published on 01 March 2016, as amended or amplified upon in the project brief below

**Partial / Additional / Specific Services**

- a) Review and revise existing Geotechnical Investigation, including soil testing, drilling, etc to ascertain engineering characteristics of the in-situ material for design purposes by a Registered Professional Geotechnical Engineer.
- b) Review and revise existing Topographical and Environmental Surveys, analyses, tests and site or foundation or other investigations, model tests, laboratory tests and analyses carried out or procured on behalf of the **client**.

- c) Ensure compliance with the requirements of the National Environmental Management Act in terms of the Environmental Impact Assessment (EIA), Record of Decision (RoD), Environmental Management Plan (EMP), etc.
- d) **Level 1: Part Time Construction Monitoring** on site during the duration of Civil Services Construction Phase in accordance with the stipulation of **NDPW – Scope of Engineering Services and Tariff of Fees** only for the Civil Services.
- e) Setting out or staking out the **works** and indicating any boundary beacons and other reference marks.

### **STRUCTURAL ENGINEERING SERVICES**

The Structural Engineer is required to provide the following services:

Normal/Standard Services

All standard services as described in the NDPW - Scope of Engineering Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000, (Act No.46 of 2000) Scope of Services and Tariff of Fees of Persons Registered in terms of the Engineering Profession Act, 2000 (Act No 46 of 2000), published on 1 March 2016, as amended or amplified upon in the project brief below. (Appendix C).

#### **Planning, Studies, Investigations and Assessments**

- Participate where required to evaluate all valid tenders received and participate to prepare a tender evaluation report (which shall include a recommendation) for consideration by the Employer's bid evaluation committee in the required format as determined by the Employer.
- Render all assistance as required by the Employer in concluding a tender award.
- Assist the project manager in the execution of his construction monitoring activities.
- Attend all meetings
- Complete a project close-out report according to the Employer's guideline and scope, including a close-out report detailing all products, materials and suppliers' details and maintenance guidelines to enable a smooth take-over of the infrastructure. A draft close-out report to be prepared prior to practical completion stage of the project, with a final report to be submitted at close-out stage.

### **MECHANICAL ENGINEERING SERVICES**

The Mechanical Engineer will be responsible for normal service as stipulated in the NDPW – Scope of Engineering Services and Tariff of Fees.

### **ELECTRICAL ENGINEERING SERVICES**

The Electrical Engineer will be responsible for normal service as stipulated in the NDPW – Scope of Engineering Services and Tariff of Fees.

### **QUANTITY SURVEYING SERVICES**

All standard services for building work contracts with bills of quantities as described in Stages 1 to 6 in the latest version of the Board Notice: Amended guideline professional fees set out in the 2015 Tariff of Professional Fees determined by the South African Council for the Quantity Surveying Profession in terms of the Quantity Surveying Profession Act, 2000 (Act No. 49 of 2000) and as published by the South African Council for the Quantity Surveying Profession (available on their website [www.sacqsp.co.za](http://www.sacqsp.co.za)),

The required professional services will be executed by the professional team under the control and management of the designated departmental project manager (delegated official). The Employer reserves the right to replace the mentioned departmental project manager with another member of its staff or any individual/firm from the private sector should it be deemed necessary at any stage during the execution of the Project.

### 1.3 Project description

**THE ESTABLISHMENT OF A MULTI-DISCIPLINARY PROJECT MANAGEMENT UNIT TO PROVIDE TECHNICAL ADVISORY SERVICES, PROJECT MANAGEMENT, PROJECT PLANNING, FEASIBILITY STUDIES, BASIC DESIGN AND COST ESTIMATION FOR A PERIOD OF THREE (3) YEARS FOR THE RURAL DEVELOPMENT PROJECTS: NORTHERN CAPE PROVINCIAL SHARED SERVICES CENTRE**

#### 1.3.1 Location of the Project

##### a) General

The office of the Employer to which this contract applies is located at the physical address: **Cnr Knight and Stead Street, 6<sup>th</sup> Floor, Kimberley.** The Service Provider shall execute all work in relation to this project at his/her own offices.

It is anticipated that the majority of the work involved in the reporting, preliminary design and detail design and tender stages (compiling and printing of the tender documents) will be undertaken at the Service Provider's local office/sub-consultants' offices. The construction and architectural monitoring services will take place at the site of each identified project.

The Service Provider's personnel will however be required to attend meetings elsewhere in the Northern Cape as and when required, and it may be necessary to carry out inspections at the building contractor's (or his sub-contractor's) yard(s) wherever they may be.

##### b) Site Background

The office of the Employer to which this contract applies is located at the head office of the Employer at the physical address: **Cnr Knight and Stead Street, 6<sup>th</sup> Floor, Kimberley.** The Service Provider shall execute all work in relation to the projects in its own offices. The proposed projects are located across the Northern Cape Province in all the 5 District Municipalities.

Site Information for the Provincial Map.



**1.3.2 Project Programme**

The duration of this contract will be for a three-year period. Once the Contract becomes effective, the consultant or his representative must be available within 2 working days of request from the Employer.

The consultant shall provide the proposed program to be used when rolling out the project. The final programme for the project in the form of a Gantt chart, indicating overlaps between various tasks, shall be prepared by the appointed Service Provider and approved by the Department. The programme shall be in sufficient detail to monitor the Service Provider’s performance and shall as a minimum contain the information contained in the table 1.5.1.

All the service providers’ staff (professionals) will be required to provide weekly timesheets based on actual work done.

No agreed milestones may be extended beyond the timeframes outlined in the programme without acceptable motivation and approval by the Department.

**Table 1.3.2.1: Proposed Project Programme**

*The time frames below are indicative time frames and the appointed Service Provider will determine the actual timeframes in the inception report.*

Time			
ID	KEY TASKS	MILESTONE	TIMEFRAME (Working days)
<b>PROJECT EXECUTION:</b>			
1	Project briefing, Appraisal and definition of the project	Project inception report submitted with Project schedule - signed off by Director.	14 days
2	Design concept Develop project concept, design criteria, surveys, cost estimates, etc.	Preliminary Design Report	30 days
3	Approval of work done and revisions	Preliminary Design Report - signed off by Director.	10 days
4	Final designs, technical specifications,	Detailed Designs	20 days
5	Tender advertisement, final tender documents, briefing of contractors, tender closing and opening.	Bid Specifications Committee approval	30 days
6	Submission of tender report by the service provider	Bid Evaluation, Adjudication and Recommendations Committee approval	10 days
7	Project Management and Technical Supervision on-site	Construction period monitoring and management Progress minutes, Close-out report, etc.	Construction period in months
8	Administrative and technical support during consultation meetings and technical meeting relating to any of the sites.	Minutes, Agendas,	On-going

### 1.3.3 Information available from Employer

The DALRRD will make all information relating to the departmental projects available to the successful service provider upon appointment. The Service Provider must make arrangements to collect any other data and information that is required to complete its designs. The Service Provider must also make provision in its pricing for any extra cost that would be incurred in obtaining any other information and data.

#### 1.3.3.1 Other Contracts on Site

Any other contracts/ or projects related to the redevelopment, not anticipated by the Employer shall be brought to the attention of the Employer and coordinated by the Service Provider. The Service Provider shall duly inform the Employer of any impacts associated with such contracts.

### 1.3.4 Reporting Requirements and Approval Procedure

The Service Provider shall meet with the Employer as and when reasonably instructed by the Employer to discuss and minute progress of the services. Notwithstanding any other requirements, the Service Provider shall submit a bi-weekly progress report to the Employer in a format approved by the Employer.

All project milestones including associated reports are to be approved by the Departmental Project Manager prior to proceeding to the next stage of the project. Budgets, cash flows and execution programmes are also subject to the approval of the Departmental Project manager.

- The Service Provider shall be responsible for obtaining the following approvals
- Approval of the conceptual and preliminary designs from the Employer,
- Approval of the detail design, drawings, and contract document from the Employer,

- Approval of the allocation of staff from the Employer,
- Approval of relevant designs by Local Authorities, Eskom, etc.
- Notwithstanding any approval received from the Employer, the Service Provider shall remain the responsible for all work carried out by the Service Provider and its sub-consultants and sub-contractors, in terms of this contract.

#### **1.3.5 Format of Communication**

- All requests for formal approval from the Employer, or any other body, shall be submitted in writing in hardcopy format to the Employer. Interim payment claims shall be submitted in the same format, accompanied by an original tax invoice. Ad-hoc communication between the Employer and the Service Provider may be conducted per facsimile or in electronic format (e-mail).
- All plans and contract documents submitted for approval shall be in hardcopy format.

#### **1.3.5 Meetings**

##### Management Meetings

- During the initial stages of this project (Planning, Studies, Investigations and Assessments; Inception; Concept and Viability; and Design Development) the Service Provider will be expected to attend monthly management meetings with the Employer's and/or its project manager, convened for the purpose of managing this project. The Service Provider will present its proposals at these meetings and take direction from the Employer and/or its project manager in this regard.

##### Community/Stakeholder Meetings

- The Service Provider will be expected to contribute to and attend community/stakeholder meetings, particularly with regard to Environmental (EIA), presenting proposals, and taking cognisance of input from the various interested and affected parties in the conceptual and detail design development. It is not anticipated that it will be necessary to continue with community/stakeholder participation through the construction period, other than to respond to any individual queries/concerns that may be raised and occasional progress updates.

##### Site/Technical Meetings

- During the Contract Administration and Inspection stage of this project, the Service Provider shall be required to attend regular site meetings at which the Employer, or a nominated representative and building contractor will be present, as well as any technical meetings with the building contractor as may be required to ensure the successful implementation of this project.

##### Ad-hoc Meetings

- The Service Provider will be expected to attend ad hoc meetings from time to time, with the Employer, Employer's Agent, stakeholder groups, or service or other authorities, in order to address specific issues as and when the need arises.

#### **1.4 Extent of the Services**

1.4.1 All services as defined above.

1.4.2 Additional Services (Other)

1.4.2.1 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.

## 1.5 Use of reasonable skill and care

It will be expected of the Service Provider to apply reasonable skills and due diligence in the execution of the duties stipulated in this document which shall include *inter alia* the following:

Although the Service Provider's documents may be scrutinised by the Employer, this shall in no way relieve him of his professional responsibility for the proper and prompt execution of his duties. The Employer shall also be entitled to have any documentation or calculations verified by Others.

In the event of mal performance, default or negligence, the Employer shall have the right to claim compensation or damages and set off such against any amount payable.

During assessment of any existing facilities, which may have a direct bearing on the Project, the Service Provider shall determine deficiencies with such facilities in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), the SANS 10400, etc. and recommend measures to rectify those during the project execution phase.

The departmental project manager shall be notified by the Service Provider and his personnel of any transgression of *inter alia* the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and environmental legislation during the Service Provider's operation pertaining to the Contract regardless of who may be involved.

## 1.6 Role Players

It will be required of the Service Provider to co-operate with the following role players:

Local, provincial and national authorities, statutory bodies, governmental departments, Others, as may be required from time to time, including the client department/end user(s).

## 1.7 Brief

### 1.7.1 Target dates and times

The Service Provider shall be instructed by the Employer to undertake various assignments relating the duties described above. The Employer shall notify the Service Provider of the assignment, giving all necessary details, including the Employers expectations regarding programme, milestones and deliverables. Such instruction will normally include a briefing meeting at the Employers offices where the scope of the assignment will be clarified. The Service Provider will conform in writing 24 hours after such a briefing meeting the scope of work as understood by the Service provider and any costs or additional costs, this scope of work will be signed off by the DALRRD appointed project manager.

The Service Provider will be expected throughout to give preference to the execution of the work involved in this commission.

The work of all Service Providers will be co-ordinated by the principal agent. All work is to be performed by the persons listed as Key Persons and persons under their supervision and further be executed as described in the Programme (and/or PEP according to the same clause, if applicable).

During the construction phase of the Project it will be expected of the principal agent to obtain a construction programme from the main contractor to continuously monitor his progress against that programme for compliance and to take whichever steps have been described in the relevant manual and the Working Guideline for Project Managers. This should be done in collaboration with the rest of the professional team, should the progress not be according to the said programme.

The Service Provider shall prepare a detailed PEP for the assignment following the briefing meeting. A separate PEP will be prepared for each assignment and shall be submitted to the Employer on agreed timeframes. The PEP must contain the Scope of Work for the assignment; the information regarding the programme and an exposition of how the Service Provider (a) understands the requirements of the assignment, (b) envisages the execution of the professional work (c) how the listed Key Persons will be assigned to the work in execution thereof.

After written approval, the PEP will form the basis for the management of the assignment. The programme contained in the PEP will become the "programme" as meant in clause 3.14 of the Conditions of Contract. Should circumstance change from the 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 the Conditions of Contract.



#### 1.7.2 Reporting requirements

Notwithstanding any other requirements as listed elsewhere, the Service Provider shall submit a monthly report indicating progress of the Services.

#### 1.7.3 Local content

It is the policy of the Employer to give preference to materials and equipment of South African manufacture. The Service Provider is to ensure that, wherever feasible, designs are based on locally manufactured equipment and materials which can meet requirements at competitive prices.

#### 1.7.4 Design innovation

Given the need for energy efficiency and environmental sustainability in the built environment, each member of the professional team, is required, wherever possible and applicable, to demonstrate design innovation in all aspects of the Service towards "green" design solutions. Aspects to be considered and incorporated in all new building and/or maintenance designs are, *inter alia* but not limited to,

- a.) sustainable development  
e.g. in building form, material choice, construction detailing and methods, recycling ability;
- b.) Energy efficiency, e.g.
  - i.) passive design methods towards energy conservation and consumption: building orientation, exploitation of nature's inherent energy sources),
  - ii.) energy efficient solutions and installations for lighting, ventilation, cooling, heating, etc (e.g. energy efficient light fittings),
  - iii.) alternative or renewable energy sources where practical/feasible/economical;
- c.) water conservation/saving/re-use methods; and
- d.) environmental friendliness (e.g. respect for natural habitat, blending of building with site/environment/surrounding fabric, positioning of buildings, consideration of neighbouring sites' access to sun, wind, view, etc).

#### 1.7.5 Final disposal of documents

Upon approval and finalisation of the final account of projects requiring a security clearance, it is a requirement that the Service Provider forward to the Employer all documents relating to this service. The same may also be requested on projects not requiring a security clearance.

### 1.8 Applicable legislation and standards

This section applies to legislation emanating from national and provincial governments as well as that of any local authorities in whose area of jurisdiction the subject of the appointment falls, and which has a bearing on the activities and facilities under this appointment.

All the applicable legislation, which do not specifically allow discretion in respect of compliance by the State, shall be followed exactly as intended by such legislation regardless of any instructions, verbal or in writing, to the contrary. (Refer *inter alia* to Section 41 of the Occupational Health and Safety Act, 1993 (Act 85 of 1993).

Should any applicable legislation allow discretion in respect of compliance by the State, it shall be followed exactly as intended by the relevant legislation as if no discretion is allowed until such time as specific instructions in writing are issued to the appointed professional team by the departmental project manager.

The Service Provider undertakes to ensure that his actions and outcome thereof including, but not limited to, the facilities to be affected by the Service shall be in accordance with all relevant legislation and upon delivery, will function as required by said relevant legislation. The Service Provider's actions, and the outcome thereof will in no way be detrimental to the health and safety of the occupants or persons present therein or in the vicinity thereof. Similarly, it must not be detrimental to any aspects of the environment in its

structure or operation if operated as specified in operation manual(s). The relevant legislation meant herein, as amended, consist of *inter alia* the following, but not limited to:

- Atmospheric Pollution Prevention Act, 1965 (Act 45 of 1965);
- Construction Industry Development Board Act, 2000 (Act 38 of 2000);
- Council for the Built Environment Act, 2000 (Act 43 of 2000);
- Deeds Registries Act (Act 47 of 1937);
- Electricity Act, 1987 (Act 41 of 1987);
- Engineering Profession Act, 2000 (Act 46 of 2000);
- Environmental Conservation Act, 1998 (Act 107 of 1998);
- Fire Brigade Services Act, 2000 (Act 14 of 2000);
- Local Government Municipal Systems Act, 2000 (Act 32 of 2000), municipal by-laws and any special requirements of the local service supply authority;
- National Building Regulations and Building Standards Act, 1977 (Act 103 of 1977);
- National Environmental Management Act, 1998 (Act 107 of 1998);
- National Heritage Resources Act, 1999 (Act 25 of 1999);
- National Water Act, 1998 (Act 36 of 1998);
- Occupational Health and Safety Act, 1993 (Act 85 of 1993);
- Telecommunications Act, 1996 (Act 103 of 1996);
- Water Services Act, 1997 (Act 108 of 1997) and general authorizations;
- the latest issue of SANS 10142: "Code of Practice for the Wiring of Premises";
- the Regulations of the local Gas Board, where applicable and
- all regulations promulgated under the above Acts.

This will be a continuous process throughout the appointment, which will manifest itself during the following phases:

- development of plans and documentation;
- supervision of any Service Providers under the appointment;
- ensuring compliance of the end product;
- compiling and issuing of Instruction/Operational Manuals indicating *inter alia* what the legal and safety requirements entail for the user(s)/operator(s) of the facilities;
- providing instruction to the intended users/operators.

The Service Provider accepts full and complete responsibility (both contractually and/or in delict) regarding compliance with the Occupational Health and Safety Act, 1993 (Act 85 of 1993) for his acts and omissions as well as those of his employees and indemnifies the Employer against any legal action in this regard.

The Service provider undertakes to ensure that the requirements of the Occupational Health and Safety Act, 1993 will similarly apply to the agreement with any sub service providers inclusive of indemnifying the Employer against any legal action regarding the actions and/or omissions by them.

### **1.9 Access to land/buildings/sites**

Access to the land/buildings/sites shall be negotiated in consultation with the departmental project manager.

### **1.10 Software application for programming**

The Service Provider must avail himself of software to be used in the Project documentation for compatibility with other Service Providers as well as the Employer. Specific requirements for compatibility are specified in the relevant manuals.

### **1.11 Security clearance**

It is an explicit condition of this agreement that partners, directors and/or the members of staff who will have insight into the planning of projects requiring security clearance, be kept to a minimum and that such persons will not object to being submitted to a security clearance, if the Employer so requires.

If the latter is applicable, the necessary forms will accompany this tender or be provided to the Service Provider at any stage thereafter. These forms must be completed, if attached, and returned with the tender. It is important to furnish information which is complete in every respect.

Should the authority responsible for the clearance, for security reasons not be satisfied with the classification obtained of any of the staff members of the Service Provider, it will be a further condition of this appointment that none of such staff members be involved with any aspect of the Project.

All documents pertaining to these projects must be stored in a safe place when not in use so as to ensure that the level of security of the projects is maintained.

The Employer will not accept liability for any costs in this regard.

FINGERPRINTS (except Defence projects)

Persons of whom security clearance is required can obtain a fingerprint form SAP 91(a) from any police station. Kindly ensure that the police official responsible for taking the fingerprints certifies the form since non-certification will result in the form being unacceptable.

#### **1.12 Forms for contract administration (All disciplines)**

All forms required during contract administration, called PRM forms, are available on the website at <http://www.publicworks.gov.za/> under "Consultants Guidelines" item 14.

**2. Tenders will be evaluated in terms of the evaluation criteria stipulated below:**

- (a) Prequalification criteria
- (b) Evaluation for mandatory criteria
- (c) Evaluation in terms of Functionality
- (d) Evaluation in terms of 80/20 preference point system as prescribed in the Preferential Procurement Regulations 2017.

**(a) PRE-QUALIFICATION CRITERIA**

Only tenderers who meet the following Pre-qualification criteria for Preferential Procurement may respond to this Bid:

**A tenderer subcontracting a minimum of 30% to an EME or QSE which is at least 51% owned by black people.**

- i. Tenderers are required to submit proof of B-BBEE Status Level of contributor. Proof includes valid **B-BBEE Status Level Verification Certificates** (Verification Agencies accredited by SANAS) or Sworn Affidavit signed by the deponent and attested by the Commissioner of Oaths or B-BBEE certificate issued by the Companies and Intellectual Property Commission to substantiate their B-BBEE rating claims together with their bids.

**A consortium or joint venture** (including unincorporated consortia and joint ventures) **must submit a consolidated B-BBEE Status Level Verification Certificate** for every separate tender.

**NB: BIDDERS ARE REQUIRED TO SUBMIT PROOF OF B-BBEE STATUS LEVEL OF CONTRIBUTOR FOR EACH AND EVERY PROPOSED SUB-CONTRACTOR.**

- ii. **The department reserves the right to request bidders to submit their current Audited Financial Statement/s.**
- iii. Tenderers **must** submit proof of signed subcontracting arrangement between the main tenderer and the subcontractor/s. Proof of subcontracting arrangements may include a subcontracting agreement between the main tenderer and the subcontractor/s and **must** be signed.  
**NB: Proof of signed subcontracting arrangement between the main tenderer and the subcontractor/s must be submitted for each and every proposed subcontractor.**
- iv. Main Service Providers are discouraged from subcontracting with their subsidiary companies as this may be interpreted as subcontracting with themselves and / or using their subsidiaries for fronting. Where the primary Service Provider subcontracts with a subsidiary this must be declared in the tender document.
- v. Tenders that do not meet subcontracting requirements are considered as being not acceptable tenders and will be disqualified and will not be considered for further evaluation or award.

**SUB-CONTRACTOR LINK:** The report containing the list of potential subcontractors may be drawn by accessing the following link : [www.csd.gov.za](http://www.csd.gov.za) under bid number: 5/2/2/1 CRDP 0001 (2022/2023).

- vi. It is the responsibility of the tenderer to select competent subcontractors that meet all requirements of the tender so that their tender is not jeopardized by the subcontractor when evaluated. Tenderers are responsible for all due diligence on their subcontractors.

***Note: Any tender not complying with the above-mentioned stipulation, will be regarded as non-responsive and will therefore not be considered for further evaluation.***

## **(b) MANDATORY REQUIREMENTS**

**Tenders will only be considered for acceptance if (i.e. will only be regarded as responsive):**

NB: Should the team not have all the required practitioners specified below; their bid will be disqualified.

1. The tendering Service Provider in **Consortium** is made up of professional practices in each of the professional service as listed in the tender document and for each of the professional practice making up the consortium, must at least be owned by registered professionals of that specific profession, who are registered in terms of the:

Project and Construction Management Act, 2000 (Act No 48 of 2000)  
Engineering Profession Act, 2000 (Act no 46 of 2000) (Civil & Structural),  
Engineering Profession Act, 2000 (Act no 46 of 2000) (Mechanical & Electrical),  
Engineering Profession Act, 2000 (Act no 46 of 2000) (Agricultural),  
Quantity Surveying Profession Act, 2000 (Act no 49 of 2000),  
Architectural Professions Act, 2000 (Act no 44 of 2000),  
Planning Profession Act, 2002 (Act 36 of 2002)  
Natural Scientific Professions Act of 2003, (Act 27 of 2003)  
Land Survey Act, 1997 (Act No. 8 of 1997)  
National Environmental Management Act, 1998 (Act 107 of 1998) (Section 24H):  
(EAPASA)  
Construction Health and Safety Act, 2000 (Act No. 48 of 2000)

and who will hereafter be referred to as registered principals.

And / or

A **multi-disciplinary firm**, that is made up of professional practices each of the professional services listed in the tender document, of which each professional division/section in the practice or practises is under the fulltime supervision of a registered professional in that specific profession and which is at least owned by a registered professional, registered in terms of the:

Project and Construction Management Act, 2000 (Act No 48 of 2000)

Engineering Profession Act, 2000 (Act no 46 of 2000) (Civil & Structural),  
Engineering Profession Act, 2000 (Act no 46 of 2000) (Mechanical & Electrical),  
Engineering Profession Act, 2000 (Act no 46 of 2000) (Agricultural),  
Quantity Surveying Profession Act, 2000 (Act no 49 of 2000),  
Architectural Professions Act, 2000 (Act no 44 of 2000),  
Planning Profession Act, 2002 (Act 36 of 2002)  
Natural Scientific Professions Act of 2003, (Act 27 of 2003)  
Land Survey Act, 1997 (Act No. 8 of 1997)  
National Environmental Management Act, 1998 (Act 107 of 1998) (Section 24H):  
(EAPASA)  
Construction Health and Safety Act, 2000 (Act No. 48 of 2000)

and who will hereafter be referred to as registered principles of the practices.

In the event of any legal entity, as meant above, being a listed public Company on the stock exchange, the percentages related to ownership and control referred to are to be made relevant to persons duly appointed as Directors of such entity.

A professional practice has the key professionals (personnel) in its permanent employment at the close of tender. Alternatively, a signed undertaking from a specialist professional firm/consultant having the required professionals (personnel), stating that they will undertake the necessary work on behalf of the tenderer in terms of a sub-consultant agreement, will be acceptable. Such undertaking must be attached to, clause 7.1.2 - Key Persons.

**NB: SERVICE PROVIDERS MUST INDICATE WHETHER THEY ARE TENDERING IN CONSORTIUM OR MULTI DISCIPLINARY.**

**1.1 Valid Certified copies of certificates (within the last 6 months – i.e. prior to bid closing date)** or other documentation (letter of good standing) clearly proving current professional registration with the relevant council, including registration numbers, of all the registered principals mentioned in 1 above are included with the tender as part of returnable documentation. In the event of any legal entity, as meant above, being a private Company with shareholding, the same information/documentation as for registered principals must be provided with the tender, in respect of all Directors formally appointed to manage the business undertaking. Sole Proprietors, Partners in Partnerships, and Members of Close Corporations are principals as defined in above and information/documentation in respect of such persons must be provided as described.

**1.2.1. Valid Certified copies (within the last 6 months – i.e. prior to bid closing date) of present registration with the following councils:**

- **South African Council of Project and Construction Management Professions (Construction Project Management & Health and Safety)**
- **Engineering Council of South Africa (Civil)**
- **Engineering Council of South Africa (Mechanical & Electrical)**
- **Engineering Council of South Africa (Agricultural)**
- **South African Council for the Architectural Profession**
- **South African Council for the Quantity Surveyors**

- **South African Council for Planners**
- **South African Council for Natural Scientific Professions**
- **South African Council for Professional and Technical Surveyors**

as “**Professional**”, with the registration numbers, of all the registered principals.

**Note: For this bid, the categories in which a “Professional” in the Engineering Profession that will be accepted are: Professional Engineer and Professional Engineering Technologist only.**

The information, required in respect of 1.1; 1.2 and 1.2.1 above, has been provided for all Service Providers tendering in consortium or multidisciplinary. **The department will verify the professional certificates/registration with relevant professional bodies prior to evaluating the bidder.**

2. At least one registered professional Construction Project Manager or Construction Manager; Architect; Civil Engineer & Structural Engineer; Quantity Surveyor; Mechanical &/ or Electrical Engineer; Town & Regional Planner; **and** Agricultural Engineer, Environmental Assessment Practitioner **and** Construction Health & Safety of whom the same documentation as in 1.2 above has been included in the tender, of the tendering Service Provider has been listed in C1.2.3, clause 7.1.2 Key Persons;
3. Confirmation of the required **R 10 000 000.00 (Ten Million Rands)** of Professional Indemnity (PI) insurance specified in terms of Contract Data clause 5.4.1. (C1.2.3 Data provided by the Service Provider) must be completed and signed by the duly authorised person.

Bidders must also submit a valid Professional Indemnity (PI) Insurance of a minimum of **R 10 000 000.00 (Ten Million Rands)** together with their bid. **(A letter of intent will not be accepted).**

In terms of Joint Venture or a Consortium a **combined** Professional Indemnity (PI) for the Consortium / Joint Venture must be submitted for the required amount of **R 10 000 000.00 (Ten million Rands)**.

**NB:** If confirmation of Professional Indemnity insurance is not duly confirmed in C 1.2.3 Data provided by the service provider **and** proof of Professional Indemnity Insurance is not provided, the risk to the Employer will be regarded as unacceptable and will render the tender unacceptable on grounds of not being to specification.

4. A resolution, PA-15.1 (for a single Service Provider tendering herein) or PA-15.2 plus special resolution, PA-15.3 (for multiple Service Providers tendering in consortium or joint venture herein), (Forms PA-15.1 to 3 are bound in hereafter) must be completed and submitted together with your bid document.
5. Pricing Schedule (SBD3.3) **must** be fully completed.
6. The Proposed Key Personnel (**clause 7.1.2.**) must be completed.

***Note: Any tender not complying with of the above-mentioned stipulations, will be regarded as non-responsive and will therefore not be considered for further evaluation.***

## **RETURNABLE STANDARD BIDDING DOCUMENTS TO BE COMPLETED AND SUBMITTED TOGETHER WITH YOUR BID**

1. Data provided by the Service Provider (C1.2.3).
2. **SBD 1** - Invitation to bid must be completed and submitted together with your bid document.
3. Bidders' Disclosure must be completed, signed and submitted together with your bid document. **(SBD 4)**.
4. Preference points claim form, **(SBD 6.1)** is bound in hereafter and must be completed and submitted together with your bid document.
5. **Proposed Key Personnel must be indicated/completed on clause 7.1.2.**

## **TAX COMPLIANCE REQUIREMENTS**

Bidders must ensure compliance with their tax obligations.

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. Application for tax compliance status (TCS) pin may be made via e-filing through the SARS website [www.sars.gov.za](http://www.sars.gov.za).

Bidders may also submit a printed TCS certificate together with the bid.

In bids where consortia / joint ventures / sub-contractors are involved; each party must submit a separate TCS certificate / PIN / CSD number.

Where no TCS pin is available but the bidder is registered on the central supplier database (CSD), a CSD number must be provided.

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: Bids received from bidders with a non-compliant Tax Status may be disqualified with failure to update the Tax Status within 7 working days.**



## **C) EVALUATION IN TERMS OF FUNCTIONALITY**

**Functionality** will be scored on those tenders regarded as being **responsive**. The CRITERIA to be applied in evaluating responsive tenders is set out in the table below:

The below mentioned values will be utilised by a representative evaluation panel to score responsive tenders:

**0 -no response; 1 – poor; 2 - below average; 3- average 4- good; 5- excellent**

<b>EVALUATION CRITERIA</b>		
<b>Evaluation criteria</b>	<b>Application</b>	<b>Weights</b>
<b>ABILITY AND EXPERIENCE (Personnel)</b>	Proposed technical team to be utilized in the execution of the project per specialised category; <b>(CV's clearly indicating skills, knowledge, list of projects and experience, copies of qualification certificates and valid council registration):</b>	<b>60</b>
	<ul style="list-style-type: none"> <li>Professional Project Manager registered with SACPCMP. (Tender's post professional registration experience in construction project management)</li> </ul>	<b>10</b>
	<ul style="list-style-type: none"> <li>Professional Civil Engineer/ Civil Engineering Technologist registered with ECSA (Tender's post professional registration experience)</li> </ul>	<b>10</b>
	<ul style="list-style-type: none"> <li>Professional Agricultural Engineer registered with ECSA (Tender's post professional registration experience)</li> </ul>	<b>10</b>
	<ul style="list-style-type: none"> <li>Professional Architect registered with SACAP, (Tender's post professional registration experience)</li> </ul>	<b>10</b>
	<ul style="list-style-type: none"> <li>Professional Town Planners registered with SACPLAN (Tender's post professional registration experience)</li> </ul>	<b>10</b>
	<ul style="list-style-type: none"> <li>Professional Quantity Surveyor Registered with SACQSP (Tender's post professional registration experience)</li> </ul>	<b>10</b>
<b>Tenderer's previous experience (with respect to PMU Services or Multi-Disciplinary Projects)</b>	Attach reference letters from the clients with contactable references and contact details.  NB: Only letters with a positive reference will be considered in allocation of points	<b>20</b>
<b>Understanding of the Briefing</b>	Understanding of the Briefing and an Assessment of the firm's capacity to deliver in one or more sites as listed, based on staffing plans submitted	<b>20</b>
<b>TOTAL</b>		<b>100</b>

Bid proposals will be evaluated individually on score sheets, by a representative evaluation panel according to the evaluation criteria indicated above. All service providers who scored less than **70 out of 100 points** for functionality will not be considered further.

EVALUATION CRITERIA,	Evaluation Criteria Schedule					
	Scoring					
	0	1	2	3	4	5
<b>Number of Years of Experience in Construction Project Management (PROFESSIONAL PROJECT MANAGER)</b>	<b>No information provided</b>	The Principal Project Manager is professionally registered with SACPCMP with less than 3 year post registration exp. in project management , managing <b>construction projects</b>	The Principal Project Manager is professionally registered with SACPCMP with 3 year to 5 years' post registration exp. in project management , managing <b>construction projects</b>	The Principal Project Manager is professionally registered with SACPCMP with more than 5 years' to 7 years' post registration exp. in project management, managing <b>construction projects</b>	The Principal Project Manager is professionally registered with SACPCMP with more than 7 years' to 9 years' post registration exp. in project management, managing <b>construction projects</b>	The Principal Project Manager is professionally registered with SACPCMP more than 9 years' post registration exp. in project management, managing <b>construction projects</b>
<b>Number of Years of Experience as a Professional ARCHITECT</b>	<b>No information provided</b>	The Architect is professionally registered with SACAP with less than 3 years' post registration experience.	The Architect is professionally registered with SACAP with 3 years' to 5 years' post registration experience.	The Architect is professionally registered with SACAP with more than 5 years' to 7 years' post registration experience.	The Architect is professionally registered with SACAP with more than 7 years' to 9 years' post registration experience.	The Architect is professionally registered with SACAP with more than 9 years' post registration experience.
<b>Number of Years of Experience as a Professional QUANTITY SURVEYOR</b>	<b>No information provided</b>	The Quantity Surveyor is professionally registered with SACQSP with less than 3 years' post registration experience.	The Quantity Surveyor is professionally registered with SACQSP with 3 years' to 5 years' post registration experience.	The Quantity Surveyor is professionally registered with SACQSP with more than 5 years' to 7 years' post registration experience.	The Quantity Surveyor is professionally registered with SACQSP with more than 7 years' to 9 years' post registration experience.	The Quantity Surveyor is professionally registered with SACQSP with more than 9 years' post registration experience.
<b>Number of Years of Experience as a Professional CIVIL ENGINEER/ TECHNOLOGIST</b>	<b>No information provided</b>	The Civil Engineer/ Technologist is professionally registered with ECSA with less than 3 years' post registration experience.	The Civil Engineer/ Technologist is professionally registered with ECSA with 3 years' to 5 years' post registration experience.	The Civil Engineer/ Technologist is professionally registered with ECSA with more than 5 years' to 7 years' post registration experience.	The Civil Engineer/ Technologist is professionally registered with ECSA with more than 7 years' to 9 years' post registration experience.	The Civil Engineer/ Technologist is professionally registered with ECSA with more than 9 years' post registration experience.

<b>Number of Years of Experience as a Professional Town Planner</b>	<b>No information provided</b>	The Town Planner is professionally registered with SACPLAN with less than 3 years' post registration experience.	The Town Planner is professionally registered with SACPLAN with 3 years' to 5 years post registration experience.	The Town Planner is professionally registered with SACPLAN with 5 years' to 7 years post registration experience.	The Town Planner is professionally registered with SACPLAN with more than 7 years' to 9 years post registration experience.	The Town Planner is professionally registered with SACPLAN with more than 9 years' post registration experience.
<b>Number of Years of Experience as a Professional Agricultural Engineer</b>	<b>No information provided</b>	The Agricultural Engineer is professionally registered with ECSA with less than 3 years' post registration experience.	The Agricultural Engineer is professionally registered with ECSA with 3 years' to 5 years post registration experience.	The Agricultural Engineer is professionally registered with ECSA with 5 years' to 7 years post registration experience.	The Agricultural Engineer is professionally registered with ECSA with more than 5 years' to 9 years' post registration experience.	The Agricultural Engineer is professionally registered with ECSA with more than 9 years' post registration experience.
<b>Tenderer's previous experience (with respect to PMU Services or Multi-Disciplinary Projects), provide reference letters from the clients with contactable references and contact details.</b>	<b>No information provided</b>	5 Project completed in the last 10 years (2012 – 2022) with a minimum of R3 million per project	8 Projects completed in the last 10 years (2012 – 2022) with a minimum of R3 million per project	11 Projects completed in the last 10 years (2012 – 2022) with a minimum of R3 million per project	14 Projects completed in the last 10 years (2012 – 2022) with a minimum of R3 million per project	17 or more Projects completed in the last 10 years (2012 – 2022) with a minimum of R3 million per project
<b>Understanding of the Project Brief</b>	<b>No information provided</b>	Methodology and proposed plan does <u>not</u> outline the requirements as specified in the ToR	Methodology and proposed plan <u>inadequately</u> and poorly address requirements in the ToR	Methodology and proposed plan adequately address <u>most</u> of the requirements in the ToR	Methodology and proposed plan <u>adequately specified</u> <u>all</u> requirements in the ToR and is acceptable for implementation	Methodology and proposed plan <u>exceptionally</u> specifies the manner in which the project will be delivered and indicate additional value adds

#### **(d) EVALUATION IN TERMS OF 80/20 PREFERENCE POINT SYSTEM AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS 2017.**

Only bids that achieve the minimum qualifying score of **70 out of 100 points** for functionality will be evaluated further in accordance with the 90/10 preference point system as prescribed in Preferential Procurement Regulations, 2017.

#### **APPLICATION OF THE 80/20 PREFERENCE POINT SYSTEM**

The 80/20 preference point system is applicable to this tender (i.e. tenders with a Rand value up to R50 million (all applicable taxes included)).

Tenderers are required to submit proof of B-BBEE Status Level of contributor. Proof includes **valid B-BBEE Status Level Verification Certificates** (Verification Agencies accredited by SANAS) or Sworn Affidavit signed by the deponent and attested by the Commissioner of Oaths or B-BBEE certificate issued by the Companies and Intellectual Property Commission to **substantiate their BBEE rating claims** together with their tenders.

**A consortium or joint venture** (including unincorporated consortia and joint ventures) **must submit a consolidated B-BBEE Status Level Verification Certificate** for every separate tender.

Tenderers who do not submit B-BBEE Status Level Verification Certificates or who are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEE

*NB: Certificates issued by IRBA and Accounting Officers have been discontinued.*

## 1. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

1.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

<b>B-BBEE Status Level of Contributor</b>	<b>Number of points (80/20 system)</b>
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

A tenderer may not be awarded points for B-BBEE status level of contributor if the tender document indicates that the tenderer intends subcontracting more than 25% of the value of the contract to any other person not qualifying for at least the points that the tenderer qualifies for, unless the intended subcontractor is an EME that has the capability to execute the subcontract.

### 3. CONTRACT DATA

The conditions applicable to this Contract are the **Standard Professional Services Contract** published by the CIDB and are attached hereto.

Clause	
	<p>The General Conditions of Contract in the Standard Professional Services Contract 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.</p> <p>Each item of data given below is cross-referenced to the clause in the General Conditions of Contract to which it mainly applies.</p>
1	<p>The Employer is the <b>Government of the Republic of South Africa in its Department of Agriculture, Land Reform and Rural Development.</b></p>
1	<p><b>The Project is:</b></p> <p>Multi-Disciplinary/Consortium engineering Services for the Project:</p> <p><b>TERMS OF REFERENCE FOR THE APPOINTMENT OF A CONSORTIUM / MULTI-DISCIPLINARY PROJECT MANAGEMENT UNIT TO PROVIDE TECHNICAL ADVISORY SERVICES, PROJECT MANAGEMENT, PROJECT PLANNING, FEASIBILITY STUDIES, BASIC DESIGN AND COST ESTIMATION FOR A PERIOD OF THREE (3) YEARS FOR THE RURAL INFRASTRUCTURE DEVELOPMENT PROJECTS: NORTHERN CAPE PROVINCIAL SHARED SERVICES CENTRE</b></p>
3.4 and 4.3.2	<p>The authorised and designated representative of the Employer is the departmental project manager, details of whom are as indicated in the Terms of Reference under <b><u>Technical Enquiries</u></b></p>
3.5	<p>Services shall be executed in the Service Provider's own office and on the identified project sites. 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.</p>
3.6	<p>Omit the following:          "... within two (2) years of completion of the Service ...".</p>
3.12.1	<p>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.</p> <p>A Penalty amount of <b><u>R3000.00 per calendar day</u></b> will be applicable per target date, to a maximum equal to R1 000 000, after which the contract may be terminated.</p>

3.14	The Period of Performance is from inception of this Contract until <b>Thirty-six (36) months</b> from the date of site hand over. The Service Provider has completed all Deliverables in accordance with the Scope of Services.
3.15	<p><u>For fees stipulated as “value based” in C2.1 Pricing Instructions, C2.1.1.1:</u>  Programme:  A programme for the performance of the Service shall be submitted by the Service Provider, identified as the principal agent in terms of C3.5.1 Service Providers, to the departmental project manager, within a period of two (2) weeks following the briefing meeting.  The programme will be the result of the co-ordination of all appointed Service Providers’ inputs and shall be in sufficient detail describing key milestones, events and activities linked to the fastest realistic timeframes in which the Service can be delivered. Milestones and events are to be listed based on the Scope of Services described in part C3 of the various appointed Service Providers’ tender documents and presented in bar chart format. No milestones may, at the co-ordination stage, be extended beyond the timeframes outlined in C3.2.2.3 Project Programme without acceptable reasons. The programme thus compiled and presented by the principal agent must be counter-signed by all appointed Service Providers as proof that programme was agreed upon by all during the said co-ordination action.  The Employer retains the right to negotiate such submitted programme with the principal agent in consultation with the appointed Service Providers, if required, to promote the interest of the project.</p> <p><u>For fees stipulated as “time based” in C2.1 Pricing Instructions, C2.1.1.1:</u>  Project Execution Plan (PEP):  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.  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>
4.1.1	<p>Briefing meeting:</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 as referred in the Terms of Reference, 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 are as listed in the Scope of Service item 1.5 Role Players of the Terms of Reference.

4.7	Add the following: The Employer shall pay the Service Provider the amount certified within 30 (thirty) calendar days from the date of receipt of the Service Provider's original VAT Invoice in support of payment certificate at the Physical address of the Employer
<b>SERVICE PROVIDER'S OBLIGATIONS</b>	
5.4.1	Minimum professional insurance cover of <b>R 10 million</b> , with the first amount payable not exceeding 5% of the value of indemnity, and/or personal liability – all as more comprehensively described in the Data provided by the Service Provider and in respect of which the Service Provider must provide data as required. <b>The employer shall not provide any insurance.</b>
5.5	The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions: <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 Northern Cape, PSSC- Cnr Knight and Stead Street, Kimberley</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, C3.6 Brief).
8.4.3 (c)	The period of suspension under clause 8.5 is not to exceed twelve (12) 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 combined 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.
14.4	In the first sentence, change "... period of twenty-four months after ..." to "... period of twelve months after ...".
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).
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 (appendix B).
5.3	The authorised and designated representative of the Service Provider is the person named in the resolution PA-15.1 or PA-15.3 by the tendering Service Provider.
5.4.1	<p><b><u>Indemnification of the Employer</u></b></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 description on the Terms of Reference)</p> <p>holds professional indemnity insurance cover, from an approved insurer, duly registered with the Finance Services Board, of not less than <b><u>R 10 000 000</u></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>



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.

I confirm that the Service Provider renounces the benefit of the *exceptionis non causa debiti, non numeratae pecuniae* and *excussionis* or any other exceptions which may be legally raised against the enforceability of this indemnification.

Notwithstanding the indemnification required above, the Employer reserves the right to claim damages from the Service Provider for this Project where the Service Provider neglects to discharge its obligations in terms of this agreement.

**NAME:** .....

**CAPACITY:** .....

**SIGNATURE:** .....

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, and/or, 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.**

The Key Persons and their jobs / functions in relation to the Services are:  
**As per Mandatory requirements list registered Principal/s and/or Employed Professionals. Please provide the professionals assigned for this specific project, FAILURE TO COMPLETE THE TABLE BELOW WILL LEAD TO DISQUALIFICATION:**

***NB: ENSURE VALID AND CERTIFIED COPIES OF ALL THE REGISTERED PRINCIPALS/ OWNERS AND EMPLOYED PROFESSIONALS ARE ATTACHED:***

<b>Name</b>	<b>Indicate the relevant Body or Council registered with</b>	<b>Provide Registration Number with applicable Body or Council</b>	<b>Specify Duties in relation to this Bid</b>
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**LIST OF REGISTERED PRINCIPALS / OWNERS OF THE FIRM** (if tendering in Consortium please provide the information of all companies tendering in Joint Venture or Consortium)

1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			

<b>LIST OF EMPLOYED PROFESSIONALS</b>			
<b>Name</b>	<b>Indicate the relevant Body or Council registered with</b>	<b>Provide Registration Number with applicable body or council</b>	<b>Specify Duties in relation to this Bid</b>
<b>PROJECT MANAGEMENT SERVICES (PROJECT LEADER)</b>			
Professional CONSTRUCTION PROJECT MANAGER/S registered with the South African Council for Project and Construction Management (SACPCMP)			
1.			
2.			
3.			
<b>Professional STRUCTURAL Engineer/ Professional STRUCTURAL Technologist registered with the Engineering Council of South Africa (ECSA)</b>			
1.			
2.			
3.			
<b>Professional CIVIL Engineer/ Professional CIVIL Technologist registered with the Engineering Council of South Africa (ECSA)</b>			
1.			
2.			
3.			
<b>Professional QUANTITY SURVEYOR/S registered with the South African Council for the Quantity Surveyors</b>			
1.			
2.			
3.			
<b>Professional TOWN PLANNER registered with the South African Council for Planners (SACPLAN)</b>			
1.			
2.			
3.			
<b>Professional ARCHITECT registered with the South African Council for the Architectural Profession (SACAP)</b>			
1.			
2.			
3.			
<b>Professional LAND SURVEYOR registered with the South African Geomatics Council (SAGC)</b>			
1.			
2.			
3.			
<b>Professional AGRICULTURAL Engineer registered with the Engineering Council of South Africa (ECSA)</b>			
1.			
2.			
3.			

<b>Professional ENVIRONMENTAL SPECIALIST registered with the Environmental Assessment Practitioners of South Africa (EAPASA)</b>			
1.			
2.			
3.			
<b>Professional CONSTRUCTION HEALTH AND SAFETY AGENT/S registered with the South African Council for Construction Management Professions (SACPCMP)</b>			
1.			
2.			
3.			
<p><b>NB: If the space provided in the table above is not sufficient to describe the specific duties, this space may be utilized for such purpose:</b></p>			

## **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 Multi-Discipline Built Environment Professional Services will be paid on a **time based** as specified in clause C2.1.4.

C2.1.1.2 **Tenderers are to tender:**

**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 **Multi-Disciplinary Built Environment 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 “Pricing Schedule – SBD 3.3: 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 application of the value fee scale *vis-à-vis* the actual cost of construction (if basis of remuneration has been set at “value based” according to C2.1.1.1) or the actual number of hours for each level (if 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 **KIMBERLEY PROVINCIAL SHARED SERVICE CENTER of the Department of Agriculture, Rural Development and Land Reform will not be paid for separately.** **Tenderers 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 site 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. All costs in this regard will be deemed to be included in the applicable fees as stated in C2.1.1.1.

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 elsewhere, he will be remunerated **according to the provisions under C2.1.3.2 to C2.1.3.6 herein.**

**“For the purpose of this tender, tenderers are required to provide an address in Kimberley, Northern Cape from which all travel would be deemed to originate and will be considered as the tenderer’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.

**Office address**

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

- 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 mal-performance 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

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

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 Hired vehicles

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 Subsistence allowance

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 Accounts

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 Set off

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 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 Public 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 Agriculture Rural Development and Land Reform 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.



# PRICING SCHEDULE [SBD 3.3]

## 5/2/2/1 CRDP 0001 2022-2023

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A CONSORTIUM / MULTI-DISCIPLINARY PROJECT MANAGEMENT UNIT TO PROVIDE TECHNICAL ADVISORY SERVICES, PROJECT MANAGEMENT, PROJECT PLANNING, FEASIBILITY STUDIES, BASIC DESIGN AND COST ESTIMATION FOR A PERIOD OF THREE (3) YEARS FOR THE RURAL DEVELOPMENT PROJECTS: NORTHERN CAPE PROVINCIAL SHARED SERVICES CENTRE**

**NAME OF BIDDER:** .....

.....

**BID NO.:** 5/2/2/1 CRDP 0001 (2022/2023)

**CLOSING TIME:** 11H00

**CLOSING DATE:** 15 DECEMBER 2022

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

<b>ITEM NO</b>	<b>DESCRIPTION</b>	<b>BID PRICE IN RSA CURRENCY INCLUSIVE OF VALUE ADDED TAX</b>
1.	The accompanying information must be used for the formulation of proposals.	
2.	<b>TOTAL BID PRICE (15% Vat inclusive)</b>	<b>R.....</b>

### SBD 3.3 PRICING SCHEDULE (Professional Services)

#### Summary SBD 3.3 for Time Based Fees for all Professional Services comprising the Service Provider

Item No.	Services to be rendered as described in the Scope of Services and the Tenderer's rate per hour for time based fees		X	ESTIMATED HOURS PER WEEK	X	ESTIMATED NO OF WEEKS	TOTAL PER SERVICE PROVIDER
	SERVICE DESCRIPTION	RATE					
1	Project Management Services		X	20	X	100	
2	Civil and Structural Services		X	20	X	100	
3	Architectural Services		X	20	X	100	
4	Land Surveying Services		X	15	X	50	
5	Quantity Surveying Services		X	20	X	100	
6	Town and Regional Planning		X	10	X	50	
7	Construction Health and Safety Services		X	15	X	50	
8	Environmental Practitioner Services		X	10	X	50	
9	Agricultural Engineering Services		X	10	X	50	
10	Administrative staff (filling, minutes taking administration etc.)		X	15	X	80	
<b>SUB TOTAL A (ITEMS 1 TO 10)</b>							<b>R</b>
<b>ADDITIONAL SERVICES</b>							
11	Mechanical Engineering Services		X	10	X	50	
12	Electrical Services		X	10	X	50	
13	Geo-Technical Services		X	10	X	50	
14	Additional Provisional Sum services: Construction Monitoring, OHS and studies required per project			Provisional Sum			<b>R7 500 000,00</b>

15	Design and project management		Provisional Sum	R4 500 000,00
16	Disbursements: Travelling, Subsistence allowance, copying, Printing, etc.		Provisional Sum	R4 350 000,00
<b>SUB TOTAL B (ITEMS 11 TO 16)</b>				R
<b><u>ADD:</u> SUB TOTAL A + SUB TOTAL B</b>				R
<b><u>ADD:</u> VAT @15%</b>				R
<b>TOTAL FORECAST OF TIME CHARGES INCLUDING 15% VAT</b>				R

**NOTE:**

1. **The Pricing Schedule (SBD3.3) must be fully completed, failure to which will render the tender non-responsive.**
2. The department will enter into an 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 item will be utilised by means of a three-quotation system for services not listed in the document which includes but not limited to ex investigation studies etc.
4. In terms of C2.1.2.4, time spent on travelling, as well as any other travel related expenses (such as travelling costs and subsistence allowances) will not be remunerated – except as provided for in C2.1.7.

## C4: SITE INFORMATION

C4.1 This project will be undertaken in all five Districts in the province as per the list and map below.



## **ENQUIRIES**

### **TECHNICAL RELATED ENQUIRIES:**

Ms Babalwa Mazomba

Tel: (053) 830 4051

Fax: (053) 830 4095

Cell.: 073 019 9030

E-mail: [babalwa.mazomba@dalrrd.gov.za](mailto:babalwa.mazomba@dalrrd.gov.za)

Mr Reaz Sayed

Tel: (053) 830 4013

Fax: (053) 830 4095

Cell: 071 334 5254

E-mail: [reaz.sayed@dalrrd.gov.za](mailto:reaz.sayed@dalrrd.gov.za)

### **BID RELATED ENQUIRIES**

Mr B Coetzer

Tel.: (012) 312 8340

E-mail: [BenC@dalrrd.gov.za](mailto:BenC@dalrrd.gov.za)

Ms R Goolam

Tel.: (012) 312 8369

E-mail: [Rashida.Goolam@dalrrd.gov.za](mailto:Rashida.Goolam@dalrrd.gov.za)

## Appendix A

### **Key Persons and their jobs / functions in relation to the Services (to be completed by the Service Provider)**

Please use the table below to ensure that all the required professionals are stipulated, and the necessary supporting documents have been attached.

		Professional Registration Details			Qualification Details	
Professional Service	Name and Surname	Professional Registration(s) Type	Professional Registration Number(s)	Proof attached	Qualification Type	Proof attached
Construction Project Manager				<input type="checkbox"/>		<input type="checkbox"/>
Structural Engineer				<input type="checkbox"/>		<input type="checkbox"/>
Civil Engineer				<input type="checkbox"/>		<input type="checkbox"/>
Agricultural Engineer				<input type="checkbox"/>		<input type="checkbox"/>
Architect				<input type="checkbox"/>		<input type="checkbox"/>
Quantity Surveyor				<input type="checkbox"/>		<input type="checkbox"/>
Town and Regional Planner				<input type="checkbox"/>		<input type="checkbox"/>
Land Surveyor				<input type="checkbox"/>		<input type="checkbox"/>
Environmental Specialist				<input type="checkbox"/>		<input type="checkbox"/>
Construction Health Specialist				<input type="checkbox"/>		<input type="checkbox"/>

# **Appendix B**

## **LIST OF SUB-CONSULTANT/CONTRACTOR**



Please complete the Table below if there are more than one sub-consultant/contractor.

**Table B. 1 List of Sub-consultants / contractors**

Name of Sub contractor	Percentage of Sub contractor	Is the sub-contractor EME	CSD number of the Sub contractor (MAAA)

# **Appendix C**

## **STANDARD PROFESSIONAL SERVICES CONTRACT**

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# STANDARD PROFESSIONAL SERVICES CONTRACT

(July 2009)  
(Third Edition of CIDB document 1014)

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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:

$$(CPI_n - CPI_s) / CPI_s$$

where  $CPI_s$  = the indices specified in the Contract Data during the month in which the start date falls  
 $CPI_n$  = the latest indices specified in Contract Data during the month in which the anniversary of the Start Date falls

#### **4. EMPLOYER'S OBLIGATIONS**

##### **4.1 Information**

- 4.1.1 The Employer shall timeously provide to the Service Provider, free of cost, all available information and data in the Employer's possession which may be required for the performance of the Services.
- 4.1.2 The Employer shall provide the Service Provider with reasonable assistance required in obtaining other relevant information that the latter may require in order to perform the Services.

##### **4.2 Decisions**

The Employer shall, within a reasonable time, give his decision on any matter properly referred to him in writing by the Service Provider so as not to delay the performance of Services.

##### **4.3 Assistance**

- 4.3.1 The Employer shall co-operate with the Service Provider and shall not interfere with or obstruct the proper performance of the Services. The Employer shall as soon as practicable:
- a) authorise the Service Provider to act as his agent insofar as may be necessary for the performance of the Services;
  - b) provide all relevant data, information, reports, correspondence and the like, which become available;
  - c) procure the Service Provider's ready access to premises, or sites, necessary for the performance of the Services;
  - d) assist in the obtaining of all approvals, licenses and permits from state, regional and municipal authorities having jurisdiction over the Project, unless otherwise stated in the Contract Data;
- 4.3.2 Unless otherwise communicated, the authorised and designated person named in the Contract Data has complete authority in giving instructions and receiving communications on the Employer's behalf and interpreting and defining the Employer's policies and requirements in regard to the Services.

##### **4.4 Services of Others**

The Employer shall, at his own cost, engage such Others as may be required for the execution of work not included in the Services, but which is necessary for the completion of the Project.

##### **4.5 Notification of material change or defect**

The Employer shall immediately advise the Service Provider on becoming aware of:

- a) any matter other than a change in legislation which will materially change, or has changed the Services; or
- b) a material defect or deficiency in the Services.

#### **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.
- 8.2.4 The Employer shall, within 30 Days of receipt of a detailed request, grant such extension to the Period of Performance as may be justified, either prospectively or retrospectively, or

inform the Service Provider that he is not entitled to an extension. Should the Service Provider find the decision of the Employer to be unacceptable he shall, nevertheless, abide by such decision in the performance of the Services and the matter shall be dealt with as a dispute in terms of Clause 12.

### **8.3 Force Majeure**

8.3.1 The failure of a Party to fulfil any of its obligations under the Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of *Force Majeure*, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures in order to meet the terms and conditions of this Contract, and has informed the other Party as soon as possible about the occurrence of such an event.

8.3.2 In the event that the performance of the Services has to be suspended on the grounds of *Force Majeure*, the Period of Performance shall be extended by the extent of the delay plus a reasonable period for the resumption of work.

8.3.3 During the period of his inability to perform the Services as a result of an event of *Force Majeure*, the Service Provider shall be entitled to any payment due in terms of the Contract and shall be reimbursed for additional costs reasonably and necessarily incurred by him in suspending, delaying and re-activating the performance of the Services.

### **8.4 Termination**

8.4.1 The Employer may terminate the Contract:

- (a) where the Services are no longer required;
- (b) where the funding for the Services is no longer available;
- (c) if the Service Provider does not remedy a failure in the performance of his obligations under the Contract within thirty (30) Days after having been notified thereof, or within any further period as the Employer may have subsequently approved in writing;
- (d) if the Service Provider becomes insolvent or liquidated; or
- (e) if, as the result of *Force Majeure*, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) Days;

8.4.2 The Employer shall give the Service Provider not less than thirty (30) Days written notice of any termination made in terms of 8.4.1 (a) or (b).

8.4.3 The Service Provider may terminate the Contract, by giving not less than thirty (30) Days written notice to the Employer after the occurrence of any of the following events:

- (a) if the Employer fails to pay any monies due to the Service Provider in terms of the Contract and not subject to dispute pursuant to Clause 12 within forty-five (45) Days after receiving written notice from the Service Provider that such payment is overdue; or
- (b) if, as the result of *Force Majeure*, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) Days; or
- (c) when the Services have been suspended under Clause 8.5 and the period of suspension exceeds the period stated in the Contract Data, or it is clear to the Service Provider that it will be impossible or impractical to resume the suspended Services before the period of suspension has exceeded the period stated in the Contract Data; or
- (d) if the Employer is in material breach of a term of the Contract and fails to rectify such breach within 30 Days of the receipt of written notice requiring him to do so.

8.4.4 Upon termination of this Contract pursuant to Clauses 8.4.1 or 8.4.3, the Employer shall remunerate the Service Provider in terms of the Contract for Services satisfactorily performed



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 or 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.