



agriculture, land reform & rural development

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

Appointment of Professional Multi-disciplinary Consulting Engineers to Assist the Department of Agriculture, Land Reform and Rural Development of the Mpumalanga Province in Planning, Designing, Implementation Supervision, Monitoring and Evaluating Various Infrastructure Projects on an as and when required basis for a period of 36 Months

TENDER DOCUMENT

INVITATION TO TENDER FOR PROFESSIONAL SERVICES:

PROFESSIONAL SERVICES consisting of:

1. Agricultural Engineering services
2. Civil / structural engineering services
3. Mechanical / Electrical engineering services
4. Quantity surveying services
5. Architectural services
6. Geotechnical Engineering Services
7. Geohydrologist Services
8. Land Surveying Services
9. Agricultural Economics

FOR THE PROJECT:

Appointment of Professional Multi-disciplinary Consulting Engineers to Assist the Department of Agriculture, Land Reform and Rural Development of the Mpumalanga Province in Planning, Designing, Implementation Supervision, Monitoring and Evaluating Various Infrastructure Projects on an as and when required basis for the period of 36 months.

TENDER NO: CRDPMP0001 (2020/2021)

CLOSING DATE: 26 AUGUST 2021

CLOSING TIME: 11H00

Name of tenderer:

ISSUED BY:

THE CHIEF DIRECTOR: SUPPLY CHAIN AND FACILITIES MANAGEMENT SERVICES
DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM

INFORMATION ON TENDER BOX

BID BOX INFORMATION

TENDER NO. CRDP-MP0001 (2021/2022)

CLOSING DATE: 26 AUGUST 2021

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

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

SUBMIT ALL BIDS ON THE OFFICIAL FORMS - DO NOT RETYPE

Bid documents **must** be deposited in the box
which is identified as the bid box of the:

**DEPARTMENT OF AGRICULTURE, LAND REFORM & RURAL DEVELOPMENT
MPUMALANGA PROVINCIAL SHARED SERVICE CENTRE
17 VAN RENSBURG STREET
BATELEUR BUILDING
6TH FLOOR
NELSPRUIT
1200**

Enquiries SCM

**Mrs Nonhlanhla Hlatshwayo
(013)754 8038 / 0829476304**

Nonhlanhla.hlatshwayo@dalrrd.gov.za

Enquiries Technical

**Mr Tinyiko Mahori
(013) 7548000**

Tinyiko.Mahori@dalrrd.gov.za

**THE BID BOX OF THE OFFICE OF THE DEPARTMENT OF AGRICULTURE, LAND REFORM & RURAL
DEVELOPMENT IS OPEN 24 HOURS A DAY, 7 DAYS A WEEK. THE BID BOX WILL BE CLOSED ON THE
CLOSING TIME OF BIDS WHICH IS 11H00.**

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

SUBMIT EACH BID IN A SEPARATE SEALED ENVELOPE

***Note:** Any reference to words "Bid" or "Bidder" herein and/or in any other documentation shall be constructed to
have the same meaning as the words "Tender" or "Tenderer"



agriculture, land reform & rural development

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

OFFICE OF THE CHIEF DIRECTOR

Directorate: Supply Chain and Facilities Management Services

Private Bag X11305, NELSPRUIT,1200 ; TEL: (013) 754 8000 FAX: (013) 755 1224 WEB: www.CRDMP0001 (2020/2021).gov.za

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

BID NO: CRDPMP0001 (2020/2021) 2021/22

CLOSING TIME: 11:00

CLOSING DATE: ... 26 AUGUST 2021

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

1. Kindly furnish us with a bid for services shown on the attached forms.
2. Attached please find:
 - 2.1 Authority to Sign the Standard Bidding Documents (SBDs) on behalf of an Entity Page 3 - 4
 - 2.2 Invitation to Bid – SBD 1 Page 5 - 6
 - 2.3 Declaration of Interest – SBD 4 Page 7 -10
 - 2.4 Preference Points Claim Form – SBD 6.1 Page 11 - 15
 - 2.5 Declaration of Bidder's Past Supply Chain Management Practices – SBD 8 Page 16 - 17
 - 2.6 Certificate of Independent Bid Determination – SBD 9 Page 18 - 21
 - 2.7 Supplier Maintenance (Bank Details) Form Page 22 - 23
 - 2.8 Terms of Reference Page 24 - 34
 - 2.9 General Conditions of Contract (GCC) Page 35 - 48
3. The attached forms must be completed in detail and returned with your bid. Failure to comply may disqualify your proposal. Each bid document must be submitted in a separate sealed envelope stipulating the following information: Name and Address of the bidder, Bid number and closing date of bid.
4. **Bid proposals must be deposited into the Tender/ Bid Box situated at the reception area of the Department of Agriculture, Land Reform & Rural Development , Mpumalanga Provincial Shared Service Centre, 17 Van Rensburg Street, Bateleur Building, 6th Floor Nelspruit by not later than the closing date and time indicated above. Bid proposals which are not inside the Tender/ Bid Box on the closing date and time will not be considered.**

Yours faithfully

SIGNED

MS TC CELE

DEPUTY DIRECTOR: Supply Chain and Facilities Management

DATE: 06 AUGUST 2021

AUTHORITY TO SIGN THE STANDARD BIDDING DOCUMENTS (SBDs) 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 **CLOSE 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, close 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 26 May 2021,	
MR A.F JONES	
has been duly authorised to sign all documents in connection with	
Contract no CRDPMP0001 (2021/2022), 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:	

**PART A
INVITATION TO BID**

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

BID NUMBER:	CRDPMP0001 (2021/2022)	CLOSING DATE:	26 AUGUST 2021	CLOSING TIME:	11:00
DESCRIPTION	THE APPOINTMENT OF PROFESSIONAL MULTI-DISCIPLINARY CONSULTING ENGINEERS TO ASSIST THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT OF THE MPUMALANGA PROVINCE IN PLANNING, DESIGNING, IMPLEMENTATION SUPERVISION, MONITORING AND EVALUATING VARIOUS INFRASTRUCTURE PROJECTS ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF 36 MONTHS.				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					

BID RESPONSE DOCUMENTS MAY BE SUBMITTED TO:

BID RESPONSE MUST BE DEPOSITED INTO THE TENDER/BID BOX SITUATED AT:
DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT (DALRRD)
17 VAN RENSBURG STREET
BATELEUR BUILDING
NELSPRUIT, 1200

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes	
	<input type="checkbox"/> No			<input type="checkbox"/> No	
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)			
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)			
	<input type="checkbox"/>	A REGISTERED AUDITOR			
	NAME:				

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

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 PART B:3 BELOW]
SIGNATURE OF BIDDER	DATE:	

CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)

TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)	
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BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:

TECHNICAL INFORMATION MAY BE DIRECTED TO:

DEPARTMENT/ PUBLIC ENTITY	AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT	CONTACT PERSON	Mr Tinyiko Mahori
CONTACT PERSON	Mrs N. Hlatshwayo	TELEPHONE NUMBER	013 754 8084
TELEPHONE NUMBER	082 385 4570	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	Tinyiko.Mahori@dalrrd.gov.za
E-MAIL ADDRESS	Nonhlanhla.hlatshwayo@dalrrd.gov.za		

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE
- 1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.5. 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 LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES NO
- 3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? YES NO
- 3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES NO
- 3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? YES NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 2.1 Full Name of bidder or his or her representative:
 - 2.2 Identity Number:.....
 - 2.3 Position occupied in the Company (director, trustee, shareholder², member):
.....
 - 2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:
.....
 - 2.5 Tax Reference Number:
 - 2.6 VAT Registration Number:
 - 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

¹"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person connected to the bidder is employed :

Position occupied in the state institution:

Any other particulars:

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

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attach proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

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

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

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

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.

.....
.....

2.10 Are you, or any person connected with the bidder, **YES/NO**
 aware of any relationship (family, friend, other) between
 any other bidder and any person employed by the state
 who may be involved with the evaluation and or adjudication
 of this bid?

2.10.1 If so, furnish particulars.

2.11 Do you or any of the directors / trustees / shareholders / members **YES/NO**
 of the company have any interest in any other related companies
 whether or not they are bidding for this contract?

2.11.1 If so, furnish particulars:

3 Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Income Tax Reference Number	State Number	Employee / Pernal Number

4 DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS
DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

November 2011

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

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

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

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

1.5 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.

1.6 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.

2. DEFINITIONS

- (a) “**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) “**B-BBEE status level of contributor**” means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) “**bid**” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) “**Broad-Based Black Economic Empowerment Act**” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) “**EME**” means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) “**functionality**” means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) “**prices**” includes all applicable taxes less all unconditional discounts;
- (h) “**proof of B-BBEE status level of contributor**” means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) “**QSE**” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEM

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

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

4.1 In terms of Regulation 6 (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 (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contributor: . =(maximum of 20 points)
 (Points claimed in respect of paragraph 6.1 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.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?
 (***Tick applicable box***)

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

7.1.1 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:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
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		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited
- [TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

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

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

8.8 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
.....
.....

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		

4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

SBD 8

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME).....
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION
FORM IS TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT,
ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION
PROVE TO BE FALSE.**

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

CRDPMP0001 (2020/2021) 2021/22

Appointment of Professional Multi-disciplinary Consulting Engineers to Assist the Department of Agriculture, Land Reform and Rural Development of the Mpumalanga Province in Planning, Designing, Implementation Supervision, Monitoring and Evaluating Various Infrastructure Projects as and when required basis for a period of 36 Months

in response to the invitation for the bid made by:

Department of Agriculture, Land Reform and Rural Development

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

SUPPLIER MAINTENANCE



BAS

LOGIS

Office

System User Only	
Captured By:	<input type="text"/>
Captured Date:	<input type="text"/>
Authorised By:	<input type="text"/>
Date Authorised:	<input type="text"/>
Safety Web Verification	
<input type="checkbox"/> YES	<input type="checkbox"/> NO

The Director General : Department of Rural Development and Land Reform

I/We hereby request and authorise you to pay any amounts, which may accrue to me/us to the credit of my/our account with the mentioned bank.

I/we understand that the credit transfers hereby authorised will be processed by computer through a system known as "ACB - Electronic Fund Transfer Service", and I/we understand that not additional advice of payment will be provided by my/our bank, but that the details of each payment will be printed on my/our bank statement or any accompanying voucher. (This does not apply where it is not customary for banks to furnish bank statements).

I/we understand that the Department will supply a payment advice in the normal way, and that it will indicate the date on which the funds will be made available on my/our account.

This authority may be cancelled by me/us by giving thirty days notice by prepaid registered post. Please ensure information is valid as per required bank screens .

I/We understand that bank details provided should be exactly as per the records held by the bank.

I/We understand that the Department will not assume responsibly for any delayed payments, as a result of incorrect information supplied.

Company / Personal Details	
Registered Name	<input type="text"/>
Trading Name	<input type="text"/>
Tax number	<input type="text"/>
Vat Number	<input type="text"/>
Title	<input type="text"/>
Initials	<input type="text"/>
First Name	<input type="text"/>
Surname	<input type="text"/>

Address Detail	
Payment Address Line 1	<input type="text"/>
Payment Address Line 2	<input type="text"/>
Street Address Line 1	<input type="text"/>
Street Address Line 2	<input type="text"/>
Postal Code	<input type="text"/>

New Detail			
<input type="checkbox"/> New Supplier Information	<input type="checkbox"/> Update Supplier Information		
Supplier Type	<input type="checkbox"/> Individual	<input type="checkbox"/> Department	Department Number <input type="text"/>
	<input type="checkbox"/> Company	<input type="checkbox"/> Trust	
	<input type="checkbox"/> CC	<input type="checkbox"/> Other	Other Specify <input type="text"/>
	<input type="checkbox"/> Partnership		



Supplier Account Details

REPUBLIC OF SOUTH AFRICA
(This field is compulsory and should be completed by a bank official from the relevant bank).

Account Name	PROVINCIAL SHARED SERVICE CENTRE: MPUMALANGA
Account Number	OFFICE OF THE CHIEF DIRECTOR
Branch Name	Private Bag X11505, Nelspruit, 1200; Tel: 013 754 8000; Web: www.drdlr.gov.za
Branch Number	
Account Type	<input type="checkbox"/> Cheque Account <input type="checkbox"/> Savings Account <input type="checkbox"/> Transmission Account <input type="checkbox"/> Bond Account <input type="checkbox"/> Other (Please Specify) <input style="width: 200px; height: 20px;" type="text"/>
ID Number	
Passport Number	
Company Registration Number	
*CC Registration	

* Please include CC/CK where applicable

Practise Number	
-----------------	--

When the bank stamps this entity maintenance form they confirm that all the information completed by the entity is correct.

Bank stamp

It is hereby confirmed that this details have been verified against the following screens
ABSA-CIF screen
FNB-Hogans system on the CIS4
STD Bank-Look-up-screen
Nedbank- Banking Platform under the Client Details Tab

Contact Details

Business	Area Code	Telephone Number	Extension
Home	Area Code	Telephone Number	Extension
Fax	Area Code	Telephone Number	
Cell	Cell Code	Cell Number	
E-mail Address			
Contact Person			

	Supplier	Regional Office Sender	Address of Rural Development and Land Reform Office where form is submitted from:
Signature			
Print Name			
Rank			
Date (dd/mm/yyyy)			

Terms of References for the Appointment of Professional Multi-disciplinary Consulting Engineers to Assist the Department of Agriculture, Land Reform and Rural Development of the Mpumalanga Province in Planning, Designing, Implementation Supervision, Monitoring and Evaluating Various Infrastructure Projects on an as and when required basis for a period of 36 Months



agriculture, land reform
& rural development

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

OFFICE OF THE CHIEF DIRECTOR

MPUMALANGA PROVINCIAL SHARED SERVICE CENTRE

17 Van Rensburg Street, Block E Bateleur Building, Nelspruit, 1200, Private Bag X 11305, Nelspruit, 1200; Tel: 013 754 8116; Fax: 013 755 1224

Terms of References for the Appointment of Professional Multi-disciplinary Consulting Engineers to Assist the Department of Agriculture, Land Reform and Rural Development of the Mpumalanga Province in Planning, Designing, Implementation Supervision, Monitoring and Evaluating Various Infrastructure Projects as and when required basis for a period of 36 Months

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1. BACKGROUND

The Department of Agriculture, Land Reform and Rural Development has number of Programs, to support agricultural development in Mpumalanga Province. These programs include Infrastructure development for farmers, cooperatives and agricultural irrigation schemes. The infrastructure covers a wide variety of structures and processes such as Irrigation, Animal handling & Production facilities, Soil Conservation & Civil structures and Agro-processing facilities. These programs are implemented across all Municipalities within all three (3) Districts of Mpumalanga Province.

The optimal and sustainable agricultural production on Land Reform projects in the Mpumalanga Province remains the responsibility of Department of Agriculture, Land Reform and Rural Development (DALRRD). It is therefore of fundamental importance that the set legislations, strategies, plans and reforms are translated into action in promoting broad economic development in the form of farmer settlement, food security, economic development, job creation and agricultural business development. Promotion of the latter will therefore be based on provision of agricultural support to intended beneficiaries of the land reform projects within the parameters of the stipulated Departmental programmes.

2. SCOPE OF WORK

The goal of this appointment is to obtain the services of experienced specialized multi-disciplinary professional engineering consultants to meet the technical requirements for the successful implementation and construction of agricultural related and support infrastructure on an as and when required basis for a period of 36 months.

The schedule of quantities in this document is only indicative and for comparison purposes. The contract will be rates-based and professional fees will not exceed fifteen percent (15%) of the project value.

2.1 Consulting Period

The consulting services are required for a period of thirty-six (36) months from the date of signing the Service Level Agreements.

2.2 Programs and Projects

The present list (but not limited to) of Programs that the Department are using for Agricultural Development post settlement support and that will be covered by the services of the Professional Engineers are as follows:

- Establishment and Revitalisation of Irrigation Schemes
- Land Development Supports projects
- Food security projects
- Rural Infrastructure Development (RID) projects (inclusive of Socio-Economic projects)
- Rural Enterprises Industrial Development (REID)/ Cooperatives and Enterprise

Terms of References for the Appointment of Professional Multi-disciplinary Consulting Engineers to Assist the Department of Agriculture, Land Reform and Rural Development of the Mpumalanga Province in Planning, Designing, Implementation Supervision, Monitoring and Evaluating Various Infrastructure Projects on an as and when required basis for a period of 36 Months

- Development projects
- Tenure Reform (CPAs, Labour Tenants and Farm dwellers) projects
- Restitution Post Settlement Support projects
- Development and Maintenance of Agricultural Facilities
- Agricultural Risk Management (Droughts, Floods,)
- Dam Safety

Typical Projects under these Programs are as follows: (Presently not specified.)

Irrigation

- Vegetable gardens with single or multiple users
- Irrigation schemes for single or multiple users
- Surface, Drip, Micro, Sprinkler and Mechanised systems
- Automation and Fertigation
- Shade-net and tunnels
- Green house structures
- Sub-surface drainage
- Field evaluation of Irrigation systems on schemes

Animal Production & Handling Facilities

- Piggery
- Poultry – naturally ventilated
- Poultry – Controlled Environmental Houses
- Cattle handling facilities
- Storage facilities
- Cattle feedlot
- Dip-tanks
- Abattoir
- Small stock facilities
- Aquaculture facilities
- Game handling facilities
- Fencing for livestock & game
- Stock water supply systems – boreholes, pipelines, windmills, drinking and feeding troughs & reservoirs

Soil Conservation Structures

- Waterways
- Contours
- Storm-water drains
- Gabion structures
- Inlet and outlet work
- Other Conservation measures (e.g. Tyre-, concrete- and net-structures)

Agro-Processing Facilities

- Washing, grading, and packaging
- Washing and processing
- Cold storage
- Marketing and Pack house facilities

Civil & Other Structures

- Storerooms and sheds (e.g. Feeds, Fertilisers, Tractors & Farm Equipment.)
- Drilling, testing and equipping of boreholes
- Canals & weirs (River abstraction works)
- Pump-stations and main pipelines
- Offices and Housing structures
- Domestic water supply (Reticulation and Reservoirs)

Terms of References for the Appointment of Professional Multi-disciplinary Consulting Engineers to Assist the Department of Agriculture, Land Reform and Rural Development of the Mpumalanga Province in Planning, Designing, Implementing, Monitoring and Evaluating Various Infrastructure Projects for a period of 36 Months

- Electricity supply and reticulation
- Farm Roads
- Low water bridge
- Security lights (Flood or High mast)
- Security fencing
- Storage dams in river or off-channel
- Storage at field edge (lei dams)
- Fire-belt

Dam safety

- Dam safety evaluations
- Dam break analysis
- Reservoir routing analysis
- Emergency preparedness plan
- Operational and maintenance plan
- Routine maintenance

Other Engineering work

- Other Engineering work related to the Department of Agriculture, Land Reform and Rural Development – Mpumalanga Province that may be required.

2.3 PSSC and District Offices

The point of service provided shall be to the offices as specified below:

- Provincial Shared Services Centre (PSSC)
- Ehlanzeni District, Nelspruit Office
- Gert Sibande District, Ermelo Office
- Nkangala District, Witbank Office

The Department of Agriculture, Land Reform and Rural Development – Mpumalanga Province reserves the right to appoint a maximum of four different multidisciplinary Consultants or less.

2.4 Implementing Authority

Implementing Authority: Agriculture, Land Reform and Rural Development– Mpumalanga Province, Directorate – Land Development Support under Food Security and Agrarian Reform Branch.

Address of Implementing Authority DALRRD MP Provincial Shared Service Centre
Bateleur Office Park
17 Van Ransberg Street
NELSPRUIT
1200

Contact person – Program Manager Mr TD Mahori
Director – Land Dev Support (MPSSC) Tel: (013) 754 8084
Tinyiko.Mahori@dalrrd.gov.za

SCM Enquiries Ms N Hlatshwayo
Tel: (013) 754 8038

Terms of References for the Appointment of Professional Multi-disciplinary Consulting Engineers to Assist the Department of Agriculture, Land Reform and Rural Development of the Mpumalanga Province in Planning, Designing, Implementing, Monitoring and Evaluating Various Infrastructure Projects for a period of 36 Months

Nonhlanhla.Hlatshwayo@dalrrd.gov.za

2.5 Objectives and Minimum Standards

The overall objective is to provide Multidisciplinary Professional Consulting Engineering Services for Agriculture, Land Reform and Rural Development Programs with active participation of Program & Project Managers, Relevant Officials and Beneficiaries.

To achieve these objectives the consulting services shall meet with the following guidelines and standards:

- a) All applicable SA National Standards (SANS).
- b) All applicable Acts and Regulations.
- c) Directives particular to the Project as required by the Client Body.
- d) Professional engineering interpretation of the Project Engineer as agreed with the Client Body.

Multidisciplinary Professional Consulting Engineering firms shall adhere and comply with the following:

- a) Project and Construction Management Act, 2000 (Act No 48 of 2000)
- b) Engineering Profession Act, 2000 (Act no 46 of 2000) (Civil & Structural),
- c) Engineering Profession Act, 2000 (Act no 46 of 2000) (Mechanical & Electrical),
- d) Engineering Profession Act, 2000 (Act no 46 of 2000) (Agricultural),
- e) Quantity Surveying Profession Act, 2000 (Act no 49 of 2000),
- f) Architectural Professions Act, 2000 (Act no 44 of 2000),
- g) Planning Profession Act, 2002 (Act 36 of 2002)
- h) Natural Scientific Professions Act of 2003, (Act 27 of 2003)
- i) Land Survey Act, 1997 (Act No. 8 of 1997)

2.6 General Scope of Works

The Multi-disciplinary specialized professional consulting engineering consultant will be remunerated at the tariffs applicable for personnel fees, appurtenant engineering instrument usage and the reimbursable expenses (as specified in clause 4 of this document) on a cost and time basis for consulting services related to specialized engineering in the general scope of works (GS) as listed herein under:

- | | |
|-----|---|
| GS1 | Scoping Report / Feasibility Study (Incl. EIA) |
| GS2 | Cost Estimation |
| GS3 | Technical Report |
| GS4 | Land survey (E.g. Topographical and aerial photography) |
| GS5 | Preliminary Engineering Design (Incl.OHS) |
| GS6 | Detailed Design |
| GS7 | Compilation of Specifications, Drawings and Bills of Quantities/Rates |

Terms of References for the Appointment of Professional Multi-disciplinary Consulting Engineers to Assist the Department of Agriculture, Land Reform and Rural Development of the Mpumalanga Province in Planning, Designing, Implementing, Monitoring and Evaluating Various Infrastructure Projects for a period of 36 Months

- GS8 Tender, Bidding and Adjudication Procedures
- GS9 Assist farmers and beneficiaries in appointing reputable contractors in LDS
- GS10 Project Management (Incl. OHS)
- GS11 Supervision, Monitoring & Evaluation of construction work
- GS12 Skills transfer to officials and farmers
- GS13 Close-out Report (Incl. As-build drawings and O&M manuals)

The format of documentation should be as follows:

- Reports: Hard copies and Electronic copy in PDF format, Word & Excel format on request.
- Plans & Drawings: Hard copies and Electronic copy in PDF & DXF format
- Tender documents: Hard copies and Electronic copy in Word & Excel format
- Survey data: Electronic copies in DTM format and compatible for Model Maker or Civil Designer.
- Aerial photography: Geo-referenced Electronic copy in JPG, TIF or SID format.

Note: All electronic data should be GIS compatible.

2.7 Specific Scope of Work

SS1 Water supply for Agricultural, Industrial and Domestic use (per project)

Consulting activities to include:

- Desk study (Existing reports & designs, data base search, statistical data)
- Water allocation (Incl. Inter alia, verification, validation, Water licence and rights)
- Site verification and role player liaison
- Water source development (Incl. Groundwater – Sitting, drilling & testing)
- Geotechnical or Geo-hydrological interpretation
- Laboratory analyses
- Data processing and demand analysis
- Hydraulic analysis
- Design water supply works
- Compile specifications, drawings and Bills of Quantities/Rates
- Compile tender/bidding documentation and execute adjudication procedures
- Execute construction supervision and project management
- Act as agent for client in terms of OHS
- Commission the Works
- Compile close-out report (Incl. as build plans and O&M manuals)

SS2 Irrigation (per project)

Consulting activities to include:

- Desk study (Existing reports & designs, data base search, statistical data)
- Site verification and role player liaison
- Interpretation of soil survey
- Laboratory analyses
- Data processing and demand analysis
- Hydraulic analysis

Terms of References for the Appointment of Professional Multi-disciplinary Consulting Engineers to Assist the Department of Agriculture, Land Reform and Rural Development of the Mpumalanga Province in Planning, Designing, Implementing, Monitoring and Evaluating Various Infrastructure Projects for a period of 36 Months

- Design irrigation system
- Compile specifications, drawings and Bills of Quantities/Rates
- Compile tender/bidding documentation and execute adjudication procedures
- Execute construction supervision and project management
- Act as agent for client in terms of OHS
- Commission the Works
- Compile close-out report (Incl. as build plans and O&M manuals)

SS3 Farm structures and animal handling facilities (per project)

Consulting activities to include:

- Desk study (data base search, statistical data)
- Site verification and role player liaison
- Geotechnical interpretation
- Laboratory analyses
- Data processing and demand analysis
- Design farm structures and animal handling facilities
- Compile specifications, drawings and Bills of Quantities/Rates
- Compile tender/bidding documentation and execute adjudication procedures
- Execute construction supervision and project management
- Act as agent for client in terms of OHS
- Commission the Works
- Compile close-out report (Incl. as build plans and O&M manuals)

SS4 Steel structures and storerooms (per project)

Consulting activities to include:

- Desk study (data base search, statistical data)
- Site verification and role player liaison
- Geotechnical interpretation
- Laboratory analyses
- Data processing and demand analysis
- Design steel structures and storerooms
- Compile specifications, drawings and Bills of Quantities/Rates
- Compile tender/bidding documentation and execute adjudication procedures
- Execute construction supervision and project management
- Act as agent for client in terms of OHS
- Compile close-out report (Incl. as build plans and O&M manuals)

SS5 Stock, Game and Security fencing (per project)

Consulting activities to include:

- Desk study (data base search, statistical data)
- Site verification and role player liaison
- Geotechnical interpretation
- Laboratory analyses
- Data processing and demand analysis
- Design fences
- Compile specifications, drawings and Bills of Quantities/Rates
- Compile tender/bidding documentation and execute adjudication procedures
- Execute construction supervision and project management
- Act as agent for client in terms of OHS
- Commission the Works

Terms of References for the Appointment of Professional Multi-disciplinary Consulting Engineers to Assist the Department of Agriculture, Land Reform and Rural Development of the Mpumalanga Province in Planning, Designing, Implementing, Monitoring and Evaluating Various Infrastructure Projects for a period of 36 Months

- Compile close-out report (Incl. as build plans and O&M manuals)

SS6 Farm Roads and Low Water Bridges (per project)

Consulting activities to include:

- Desk study (data base search, statistical data)
- Site verification and role player liaison
- Geotechnical interpretation
- Laboratory analyses
- Data processing and demand analysis
- Design the Works (Incl. surface drainage on roads)
- Compile specifications, drawings and Bills of Quantities/Rates
- Compile tender/bidding documentation and execute adjudication procedures
- Execute construction supervision and project management
- Act as agent for client in terms of OHS
- Compile close-out report (Incl. as build plans and O&M manuals)

SS7 Electricity supply and reticulation (per project)

Consulting activities to include:

- Desk study (data base search, statistical data)
- Site verification and role player liaison
- Geotechnical interpretation
- Data processing and demand analysis
- Design the Works
- Compile specifications, drawings and Bills of Quantities/Rates
- Compile tender/bidding documentation and execute adjudication procedures
- Execute construction supervision and project management
- Act as agent for client in terms of OHS
- Commission the Works
- Compile close-out report (Incl. as build plans and O&M manuals)

SS8 Refurbishment and construction of Offices and houses (per project)

Consulting activities to include:

- Desk study (data base search, statistical data)
- Site verification and role player liaison
- Geotechnical interpretation
- Data processing and demand analysis
- Design the Works
- Compile specifications, drawings and Bills of Quantities/Rates
- Compile tender/bidding documentation and execute adjudication procedures
- Execute construction supervision and project management
- Act as agent for client in terms of OHS
- Commission the Works
- Compile close-out report (Incl. as build plans and O&M manuals)

SS9 Canals, Weirs, and dams (per project)

Consulting activities to include:

- Desk study (data base search, statistical data)
- Water allocation (Water licence and rights)
- Site verification and role player liaison
- Geotechnical interpretation

Terms of References for the Appointment of Professional Multi-disciplinary Consulting Engineers to Assist the Department of Agriculture, Land Reform and Rural Development of the Mpumalanga Province in Planning, Designing, Implementing, Monitoring and Evaluating Various Infrastructure Projects for a period of 36 Months

- Hydrological interpretation
- Hydraulic analysis
- Laboratory analyses
- Data processing and demand analysis
- Design the works
- Compile specifications, drawings and Bills of Quantities/Rates
- Compile tender/bidding documentation and execute adjudication procedures
- Execute construction supervision and project management
- Act as agent for client in terms of OHS
- Compile close-out report (Incl. as build plans and O&M manuals)

SS10 Soil Conservation Structures (per project)

Consulting activities to include:

- Desk study (data base search, statistical data)
- Site verification and role player liaison
- Geotechnical interpretation
- Hydrological interpretation
- Hydraulic analysis
- Laboratory analyses
- Data processing and demand analysis
- Design the works
- Compile specifications, drawings and Bills of Quantities/Rates
- Compile tender/bidding documentation and execute adjudication procedures
- Execute construction supervision and project management
- Act as agent for client in terms of OHS
- Compile close-out report (Incl. as build plans and O&M manuals)

SS11 Dam Safety (per project)

Consulting activities to include:

- Desk study (data base search, statistical data)
- Site verification and role player liaison
- Geotechnical interpretation
- Hydrological interpretation
- Hydraulic analysis
- Laboratory analyses
- Data processing and demand analysis
- Design the works
- Compile specifications, drawings and Bills of Quantities/Rates
- Compile tender/bidding documentation and execute adjudication procedures
- Execute construction supervision and project management
- Act as agent for client in terms of OHS
- Compile close-out report (Incl. as build plans and O&M manuals)

SS12 Agro-Processing (per project)

Consulting activities to include:

- Desk study (data base search, statistical data)
- Site verification and role player liaison
- Geotechnical interpretation
- Analysis for product specific requirements
- Laboratory analyses

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- Data processing and demand analysis
- Design the works
- Compile specifications, drawings and Bills of Quantities/Rates
- Compile tender/bidding documentation and execute adjudication procedures
- Execute construction supervision and project management
- Act as agent for client in terms of OHS
- Compile close-out report (Incl. as build plans and O&M manuals)

SS13 Supervision of Contractors

Consulting activities to include:

- Familiarise with the Employers plans, programs and contracts.
- Site verification and role player liaison
- Act as the Employers Agent by managing Consultants on other projects
- Construction supervision of work undertaken by the companies and Contractors as follow:
 - The function on the construction supervision work is to represent the client on site, including the following:-
 - Ensuring that the equipment and material used is according to the required standards and specifications.
 - Review of work procedures
 - Ensuring that the equipment is installed correctly and according to the approved specifications and designs (e.g. laying of pipe).
 - Checking that the specified SANS codes are adhered to.
 - Ensuring that the pre-approved design is adhered to.
 - Inspect all completed work and materials on site and prepare progress reports.
- Health and safety issues on site.

The Service Provider will act as the agent for the client in terms of the Construction Regulation 2003, issued in terms of the Occupational Health and Safety Act of 1993.

- The Service Provider shall arrange, formally and in writing, for the contracted companies to provide documentary evidence of compliance with all the requirements of the Occupational Health and Safety Act, 1993 (Act No.85 of 1993).
- The Service Provider shall execute the duties of the client, as his appointed agent, as contemplated in the Construction Regulations to the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993).
- The Service Provider shall comply with Covid-19 Occupational Health and Safety measures in workplaces - covid-19 (C19-OHS), 2020.
- Design review

The contractors and farmers can submit designs and bills of material to the Department for Checking on an on-going basis. Once satisfied, the Department then issues an order for the work. The Service Provider will provide support to the Department for this design review function. The function can best be described as technical auditing.

This design review function includes:

- Checking the bill of material against the design

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- Checking of prices against the given rates and / or industry norms
- Checking compliance to relevant SANS codes
- Spot checks on various critical parts of the design e.g. pump selection, friction loss in mainline, road specification etc.

- Quality assurance of works
 - Check that the turn-key company has an approved quality assurance plan in place and that the plan is implemented at all times.
 - Check various critical aspects of the installation which could have major impacts on the longevity of the scheme i.e. bedding and depth of pipe.

- Project administration including measurement of progress and checking of payment certificates.
Measurement of progress on a weekly basis and prepare progress reports on monthly basis. Compare progress according to the approved and agreed program submitted by the contractor. Give instructions on behalf of the client to the contractor regarding deviations on the program.

- Training of Departmental staff
 - Certain staff members have been appointed as project managers for the Land Development Support as well as Rural Infrastructure Development programmes. It is of utmost importance that the Service Provider/Consultant communicates and co-operates with these members at all times.
 - The Service Provider/Consultant is required to act as a mentor to these staff members and assist in their efforts to become registered as Professionals under the Engineering Profession Act 46 of 2000.

- Any other work which may be required by the client.
- Compile tender/bidding documentation and execute adjudication procedures

Key Performance Indicators

- Site agent time per site: 8 hours (1 day) per week.
- Maximum of 4 sites per individual site agent (schemes can be clustered according to geographical location).
- Turn-around time per design review: 3 working days
- Turn-around time for invoice checking: 2 working days
- Bi-weekly progress measurement on each site
- Monthly reports on progress on the ground to be submitted by the 7th of each month
- Monthly reports on the individual activities of Service Provider members
- Invoices for the Service Provider to be submitted monthly and by the 15th of the following month depending on a project.
- Mid-year and Annual performance reviews of the appointed Consultants

3. STAFFING

3.1 Conduct and Experience

The Consultant's staff shall always act professionally and with integrity, objectivity, and independence as a faithful technical advisor to the Employer. The Consultant's team shall have the necessary professional knowledge, skill, and experience to undertake the assignment. Appointed Consultants and their staff must comply with ESCA inclusive of other statutory bodies' Code of Conduct.

3.2 Specialized Skills

Personnel with specialized skills will be required by the Employer. These skills shall be provided using the rates set out in the Schedule of Rates. The Consultant shall demonstrate to the Employer that they have the range of skills, experience, and resources necessary to meet the core requirements of this contract while also having the resources and skills to meet requirements for specialist personnel.

3.3 Empowerment

The commitment of the Employer to the Government's policy concerning the empowerment of historically disadvantaged individuals, companies and Small, Medium, Micro Enterprises (HDI/HDC/SMMEs) shall be noted and adhered to by the Consultant.

3.4 Experience

Tenderers should indicate in their proposals their expertise and their capacity to undertake this assignment together with an indicative plan.

Tenderers must, in their submissions, prove their past experience in planning, design, procurement, construction supervision and project management of the following elements.

- Water resource development, water treatment, including the storage, conveyance, pumping and reticulation aspects of water services for agricultural use.
- Irrigation systems.
- Farm structures and animal handling facilities.
- Steel structures and storerooms.
- Stock, Game and Security fencing
- Farm roads and low water bridges
- Electricity supply and reticulation
- Refurbishment and construction of new Offices and housing
- Canals, weirs, and dams
- Soil conservation structures
- Dam safety
- Agro-Processing
- Agricultural Mechanisation

NB: The Tenderer's company/cc profiles shall not exceed Ten typed written A4 pages.

3.5 Employer's Requirements

The following Employer's Requirements should also be noted:

- Liaison with officials will be through the Program or Project Manager.
- The tender rates shall be submitted in the form of a Schedule of Rates.
- The Department of Agriculture, Land Reform and Rural Development in Mpumalanga Province reserves the right to increase or decrease the Terms of Reference to meet

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- their requirements from time to time.
- There is no guarantee as to the minimum or maximum value of the final Contract.
- The rates will be applied unaltered to work carried out anywhere in the Mpumalanga Province.
- Where the Schedule of Rates does not cover all rates required for a particular Project, additional rates shall be negotiated prior to the approval of the Agreement for the Project.

4. PRICING SCHEDULE

4.1 Notes on Personnel, Fees and Tariffs

The fees for engineering services rendered in accordance with the Scope of Work must be calculated in accordance with the Guideline Scope of Services and Tariff of Fees for Persons Registered in Terms of the Engineering Profession Act, 2000 (Act 46 of 2000), published in terms of Board Notice No. 243 of 2013, as amended, for the relevant work description. Refer also to the Department of Public Service and Administration (DPSA) and Department of Public Works (DPW) websites in this regard.

Rates for persons not registered in terms of the Engineering Profession Act, should be in accordance with their relevant professional bodies and registered with the South African Council for Natural Scientific Professions (SACNASP), according to the Natural Scientific Professions Act, 2003 (Act No. 27, 2003), where applicable.

The Department intends paying on a Time and Cost basis only for work done to a maximum of 15% of the project value / budget. The Department may allocate a project in its entirety to another consultant if another consultants has shown incapacity.

Please note that all the categories of staff listed below, may not be required for the implementation of the projects with which the Consultants may be involved during the duration of the contract. However, it is compulsory that the list be completed in full and that the Consultant has an agreement with the specialist, where this capacity does not exist in-house.

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The estimated quantities of hours are based on various assumptions and will only be used to calculate the competitive bid price for the purposes of evaluating this tender.

NB: Rates provided must be inclusive of disbursements and all overheads since no additional charges shall be accepted above rates provided. An escalation of compounding **10% on the second year** and **12,5% on the third year** respectively will be applicable to this contract with regard to disbursements ONLY.

PROJECT TEAM

A: Professional Fees – Time Based Fee Rates

Specialist	Quantity	Unit	Rate Per Hour	Price (Rands)
Project Leader - Professional Agricultural / Civil Engineer	1	Hour		
Project Manager	1	Hour		
Hydrologist	1	Hour		
Geo-hydrologist	1	Hour		
Dam Approved Professional Engineer	1	Hour		
Geotechnical Engineer	1	Hour		
Mechanical Engineer	1	Hour		
Irrigation Engineer	1	Hour		
Agricultural Engineer	1	Hour		
Civil Engineer	1	Hour		
Electrical Engineer	1	Hour		
Structural Engineer	1	Hour		
Draughtsman	1	Hour		
Civil / Construction Technician	1	Hour		
Engineering Technician	1	Hour		
Technician	1	Hour		
Construction Supervisor / Monitor	1	Hour		
Architect	1	Hour		
Architect Assistant	1	Hour		
Quantity Surveyor	1	Hour		
Land Surveyor	1	Hour		
Senior Town Planner	1	Hour		
Junior Town Planner	1	Hour		
GIS Specialist	1	Hour		
GIS Technician	1	Hour		
Animal Crop Production Specialist	1	Hour		
Agronomist / Horticulturist	1	Hour		
Soil Scientist	1	Hour		
Farm Planning Specialist	1	Hour		
Agricultural Economist	1	Hour		
Social Facilitator	1	Hour		
SUB TOTAL A - PROFESSIONAL FEES				

B: REIMBURSABLE EXPENSES

B1: TRAVEL & ACCOMMODATION

DESCRIPTION	RATE
Travelling cost	Monthly rates published by Department of Public Works, Roads and Transport
Accommodation	Submit invoices. Maximum of R 1 100.00 will be claimed per night for bed and breakfast even if the invoice exceeds.

B2: PRINTING AND DUBLICATING

DESCRIPTION	QUANTITY	UNIT	Rate	Amount
Printing				
A3 Colour	1	Page		
A4 Black & White	1	Page		
A3 Colour	1	Page		
A4 Black & White	1	Page		
Duplicating				
A3 Colour	1	Copy		
A4 Colour	1	Copy		
A3 Black & White	1	Copy		
A4 Black & White	1	Copy		
Document Binding	1	Set		
Drawing Duplicating on 80g plain paper - Colour				
A0	1	Copy		
A1	1	Copy		
A2	1	Copy		
A3	1	Copy		
Drawing Duplicating on 80g plain paper - Black & White				
A0	1	Copy		
A1	1	Copy		
A2	1	Copy		
A3	1	Copy		
Plotting on quality paper - Colour				
A0	1	Copy		
A1	1	Copy		
A2	1	Copy		
A3	1	Copy		

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B2: PRINTING AND DUBLICATING CONTINUED

DESCRIPTION	QUANTITY	UNIT	Rate	Amount
Plotting on quality paper - Black & White				
A0	1	Copy		
A1	1	Copy		
A2	1	Copy		
A3	1	Copy		
SUB TOTAL B: REIMBURSEMENTS				

SUMMARY

DESCRIPTION	AMOUNT (R)
A: PROFESSIONAL FEES	
B: REIMBURSIBLE EXPENSES	
SUB TOTAL	
VAT	
TOTAL CARRIED TO FORM OF OFFER	

TOTAL AMOUNT IN WORDS

Signed: _____ Date: _____

Name : _____ Position: _____

Tenderer: _____

Witness Name (Tenderer)

Signature

Date

7. 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

Bidders are expected to write a commitment letter signed by the delegated official adhering to the below subcontracting policy.

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

Subcontracting

Clause referred to in Standard Conditions of Tender Document

The Department committed to implement the set aside (sub-contracting) rule from a minimum of 5% as depicted in the table below,

Bid Value Including VAT	Set Aside % for Subcontracting as per 14.5 Implementation Guide PPR2017	
From R 3 million	5%	1. All bids must be advertised with the condition of set aside percentage for contracting as per the offer, 14.11 Implementation Guide, PPR2017. 2. The Department reserves the right to set aside a bid for its target market: Youth/NARYSEC Graduates, Women Cooperatives and Rural Area Businesses. 3. The Department reserves a right to allocate any bid among preferred bidders as per their risk profile. 4. Any bid may be set aside to uplift a community / individuals / business of any designated group 5. Set aside conditions are also applicable to quotations as per 5.12, Implementation Guide PPR2017. 6. No contractor shall be allowed to subcontract with his/her subsidiary companies or fronting as this would lead to termination of the contract with DALRRD. 14.14 Implementation Guide, PPR2017.
From R 9 million	10%	
From R15 million	15%	
From R25 million	20%	
From R30 million	30%	

NB: The successful service providers that will form part of this service will be expected to comply with the above table, upon appointment.

Refine the search using Preferential Procurement Regulations 2017 filters. The filters will enable the institution’s CSD user to refine the search for potential suppliers based on:

- a) B-BBEE status level of contributor; or
- b) Enterprise type (Exempted Micro Enterprise (EME) and/or Qualifying Small Enterprise (QSE)); and/or
- c) Designated groups which are at least 51% owned by:
 - (i) black people
 - (ii) black people who are youth

- (iii) black people who are women
- (iv) black people with disabilities
- (v) black people who are military veterans
- (vi) black people that formed a cooperative (primary, secondary or tertiary cooperative)
- (vii) black people living in rural areas or underdeveloped area or townships.
- (viii) EME or QSE

1. **A tenderer subcontracting a minimum of 5% to an EME or QSE which is at least 51% owned by black people.**

B. MANDATORY REQUIREMENTS FOR BIDDING

Any bid submission that fails to comply with any of the mandatory requirements listed below, will automatically be disqualified.

1. Fully completed bid document and all attached Standard Bidding Documents (SBD) (SBD1, SBD4, SBD5, SBD6.1, SBD8 and SBD9).
2. Tax Requirements:
 - 2.1 Bidders must ensure compliance with their tax obligations.
 - 2.2 Bidders are required to submit their unique personal identification number (pin) issued by SARS to enable the organ of state to view the taxpayer's profile and tax status.
 - 2.3 Application for tax compliance status (TCS) or pin may also be made via e-filing. In order to use this provision, taxpayers will need to register with SARS as e-filers through the website www.sars.gov.za.
 - 2.4 Bidders may also submit a printed TCS together with the bid.
 - 2.5 In bids where consortia / joint ventures / multi-disciplinary / sub-contractors are involved; each party must submit a separate proof of TCS / pin / CSD number.
 - 2.6 Where no TCS is available but the bidder is registered on the central supplier database (CSD), a CSD number must be provided.
- 3 Letter of authority on Company Letterhead. Attach a resolution letter authorizing a particular person to sign the bid documents. Failure to submit such documentation will automatically disqualify the bid.
 - 3.1 In the case of a ONE-PERSON CONCERN submitting a Quotation bid, this shall be clearly stated on the company letter head.

- 3.2 In case of a COMPANY submitting a quotation bid, 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.
- 3.3 In the case of a CLOSED CORPORATION submitting a quotation bid, 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.
- 3.4 In the case of a PARTNERSHIP submitting a quotation bid, all the partners shall sign the documents, unless one partner or a group of partners has been authorised to sign on behalf of each partner, in which case proof of such an authorization shall be included in the Tender.
- 3.5 In the case of a JOINT VENTURE submitting a tender, must 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.(each entity including a letter from the Joint Venture/Consortium) . In case of Joint Venture/Consortium bidders are expected to submit a copy of the agreement.
- 4 Proof of Central Supplier Database (CSD) Registration.
 - 4.1 In case of Joint Venture each entity must submit a separate proof of Centralised Supplier Database registration.
- 5 Bidders are expected to write a commitment letter binding the company to adhere to the Departments set-aside policy when it comes to sub-contracting, signed by the delegated official (7) (A Pre-Qualification Criteria).
- 6 Professional Indemnity Insurance for Bidding Consultants to the value of the bid submission. Letter of intent for Professional Indemnity Insurance to the value of the bid submission.
- 7 The bill of quantities (BOQ) must be fully completed and signed by the bidder.
- 8 Compulsory Registration of key personnel with regulatory bodies.
- 9 Signed CV's of key personnel and certified qualifications on the proposals.

BBBEE REQUIREMENTS

- A. 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 BBBEE rating claims together with their tenders, failure to submit will result in points not being awarded to the bidder.

NB: Bidders are required to submit proof of B-BBEE status level of contributor for each and every proposed sub-contractor

- B. B-BBEE Certificates in Cases of Consortium/ Multi-Disciplinary/ Joint Ventures and or Multi-Disciplinary must submit a CONSOLIDATED CERTIFICATE.

(C) EVALUATION IN TERMS OF FUNCTIONALITY

EVALUATION OF TECHNICAL SECTIONS FOR QUALITY CRITERIA

DALRRD shall evaluate the Technical Sections received at Tender Closure, and opened in accordance with the approved procedures, in accordance with the following steps.

In Step 1, DALRRD shall examine each Technical Section submitted to determine whether the Technical Section is complete and substantially responsive.

In Step 2, DALRRD shall evaluate the Technical Sections (refer to schedules 1,2,3 and 4 below) that are substantially responsive based on the following criteria and marking system:

1. SCHEDULE 1: EXPERIENCE OF THE TENDERER

Explanation of how points will be awarded for Relevant Project Experience

- Irrigation and Drainage Engineering
- Soil Conservation Works
- Roads and Water storm
- Farm Structures (Poultry Houses, Piggery, Silos, Steel sheds, Offices, houses etc)
- Animal Handling Facilities (Dip tanks, Crush Pens, Grazing camps, etc)

The experience of the tenderer as a company (as opposed to key staff members) in providing professional engineering services in Public sector and Local government space over the past 10 years from the date of the advert.

The project chosen for referencing should be for work done in the Public sector and Local Government space. Tenderers shall submit reference letters from the employer for the projects successfully completed. The projects should be within the 10 years period from date of tender advert. The scope and nature of projects must cover the following areas:

Tenderer should briefly describe his / her experience in this regard, emphasising the nature of the works and complexity and attach this to this schedule.

The description should be in tabular form with the following headings:

Employer Contact Person and telephone number, where available	Description of Project Nature and Location	Contract Value of the Project Inclusive of VAT (Rand)	Date	
			Start	Completion (Actual)

The scoring of the tenderer’s experience will be as follows:

1. Signed Letter of completion or reference letter for completed project (original or certified) should be submitted. This experience must only relate to instance where the tenderer acted as the main / principal consultant. One letter on Client’s letter head per project completed is required. One letter for each Irrigation and Drainage Project scores 1 point, and One letter for each of the other categories scores 2 points.

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NB: For the purposes of assessing the diversity of the Tenderers, they will be evaluated in all the below five (5) categories. The bidder should obtain at least a minimum of 10 points to proceed to the next stage of evaluation. To obtain a maximum of 20 points, a Tenderer will have to submit 12 reference or completion letters in the five (5) different categories of projects, wherein 4 letters will be in irrigation and drainage category and 8 in the other four (4) categories as per the table below:

	Irrigation and Drainage	Farm Structures	Roads & storm water	Soil Conservation works	Animal Handling facilities	Points / Score	Acceptable Minimum points
Completed Projects	2 (2 points)	1 (2 points)	1 (2 points)	1 (2 points)	1 (2 points)	10	10
(Maximum Number of points)	≥4 (4 points)	≥2 (4 points)	≥2 (4 points)	≥2 (4 points)	≥2 (4 points)	20	

Failure to score projects as listed in the table above will result in no scoring.

2. Highest value (Professional Fees) of project completed in the Public sector or Local government:

- a) < R1 M = 1 Point
- b) ≥ R1 M but < R3,5M = 4 Points
- c) ≥3,5M but < R5 M = 7 Points
- d) ≥ 5M = 10 Points

The undersigned who warrant that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct

Signed: _____ Date _____
 Name _____ Position _____
 Tenderer _____

2. EVALUATION SCHEDULE 2: EXPERIENCE OF KEY PERSONNEL

Bidders are expected to submit CVs and qualifications of the key personnel proposed for contract, indicate experience and suitability. Each member should sign his/her CV with certification to indicate availability. Foreign qualifications to have SAQA verification.

The experience of all the key personnel will be evaluated in relation to their respective academic and professional qualification and experience (as explained herein this schedule) on projects having scope of work relevant to this project and positions proposed by the tenderer.

For ease of evaluation, the tenderer must cover the following minimum items highlighted below on the CV template.

(NB: The CV must not be more than 3 pages.)

Proposed Position: _____ Phone: _____
 Years with the Firm: _____ Cell: _____
 Mailing Address: _____ Email: _____
 Name: _____ ID No: _____

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Nationality: _____

Education: _____

Computer Skills: _____

Professional Membership: _____ Membership #: _____

Experience: IN SOUTH AFRICA

Duration: _____ Organization (belongs to): _____
 From (mm/yyyy) _____ Project Name: _____
 To (mm/yyyy) _____ Client: _____
 Project Value: _____

Position:
 Responsibilities / Work Done:

IN OTHER COUNTRIES

Duration: _____ Organization (belongs to): _____
 From (mm/yyyy) _____ Project: _____
 To (mm/yyyy) _____ Client: _____
 Project Value: _____

Position:
 Responsibilities/ Work Done:

Signature: _____

Date: _____

Enclosure:

1. Certified Certificates of academic qualifications – For Foreign qualifications, an equivalent of the South African Qualifications Authority (SAQA) Certificate to be attached
2. Certified Certificate of Professional Registration

The CV of the individuals will be used for evaluating each of the personnel for this section. One CV can be used for maximum of two roles and the nominated personnel must be indicated on an organogram in schedule 3.

The scoring of the personnel will be as below:

(Team Leader = 10 points, professionals = 20 points)

A. Team Leader – 1

[Total 10 points] Minimum Acceptable Score 7.5 Points

1. Qualifications **2,5 points**
 - a) National Diploma in Agricultural Engineering = 1 point
 - b) BTech Agricultural Engineering = 1,5 points
 - c) BSc Agricultural Engineering = 2,5 points
2. Professional Registration (ECSA) **2,5 points**
 - a) Pr Technician = 1 point
 - b) Pr Tech Eng. = 1,5 points
 - c) Pr Eng. = 2,5 points
3. Years of relevant work experience (as described in Schedule 1 above) **2,5 points**
 - a) Below 5 years = 0 point
 - b) 6 to below 7 years = 1 points
 - c) 7 to below 10 years = 2 points
 - d) 10 years and above = 2,5 points
4. Highest value of a completed Agricultural Engineering project as Team / Project Leader **2,5 points**
 - a) < R20 Million = 0 point
 - b) ≥R 20 M but < 40 M = 1 point
 - c) ≥R 40 M but < R50 M = 1,5 points
 - d) ≥R 50 M = 2,5 points

B. Support Professionals

[Total 25 points] Minimum Acceptable Score 15 Points

All Five engineers and professionals with the following expertise are required:

- Agricultural / Irrigation Engineer 5 Points
- Hydrological / Civil Engineer 5 Points
- Mechanical /Electrical Engineer 5 Points
- Quantity Surveyor 5 Points
- Architect 5 Points

They must be professionally registered with the appropriate Statutory bodies and must attach proof of registration. Each professional will

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be scored separately. The scoring of the experience of key person will be as follows:

- | | |
|---|-------------------|
| 1. Qualifications | 1,5 points |
| a) National Diploma | = 0,5 point |
| b) Degree (BSc / B Tech) | = 1, points |
| c) Honours Degree and Higher | = 1,5 points |
| 1.1 Professional Registration with Statutory Body | 1,5 points |
| 1.2 Number of years of relevant experience as a specialist in the above listed fields as per schedule 1 | 2 points |
| a) Below 5 years | = 0,5 point |
| b) 5 to below 7 years | = 1 points |
| c) 7 to below 10 years | = 1,5 points |
| d) 10 years and above | = 2 points |

Note: it should be noted that the tendering entity must ensure that they have in their team all the specialists listed on the schedule of rates above, even though these resources will not be considered for evaluation purposes:

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my behalf both true and correct.

Signed	Date
_____	_____
Name	Position
_____	_____
Tenderer	_____

3. SCHEDULE 3: APPROACH PAPER AND METHODOLOGY

[25 Points] Minimum Acceptable Score 15 Points

The approach paper must respond to the scope of work, the nature of the contract and outline the proposed approach / methodology including that relating to the controlling programming and management of sub-consultants in relation to the works that may be provided over the term of the contract. The approach paper as such needs to:

Table of Contents: Listing of contents of the approach paper with page numbers and References to annexures (if any):

Executive Summary: A brief summary of the whole contents of the approach paper

Approach: Detailed approach that the tenderer feels best to deliver the intended Services for the Project with Identification of tasks, for each of the Activities/ deliverables as have been foreseen Work", detailing at least the following:

1. Understanding of Project Scope
2. Methodology to be adopted; including generic project implementation schedule for the services as given in scope of work (Activity, task and sub-task wise to achieve the deliverables); Organogram for the proposed project team and their responsibilities
3. Identified project Implementation Risks and Risk management Proposal;
4. Quality control mechanism to be adopted for the project deliverables;
5. Stakeholder Identification, management and reporting mechanism to be followed

Evaluating Point	Assessment Criteria	Maximum allocated(s)
Approach Paper		25 Points
Understanding of project Scope	Demonstration of clear understanding of Project objectives (2). Scope and Deliverables with timeframes (3). Adequacy and appropriateness will be assessed.	5 points
Methodology	Program knowledge, informative appropriateness of proposed approach/Implementation (2) and presentation and organogram of team (3) including outlet approach to be used when working with the sub - consultants	5 points
Project Implementation Risks and Risk Management	Adequacy of understanding of project risks (2) and appropriateness of proposed mitigation measures (3)	5 points
Quality Control and Quality Assurance mechanism to be adopted	Appropriateness and adequacy of tools (2) and process (3) to ensure quality control and assurance in all phases of the project.	5 points

Stakeholder management and reporting	Adequate description of how stakeholders will be managed including but not limited to identification of the stakeholders (3) indicate appropriate reporting requirement and summary of content (2)	5 points
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4. SCHEDULE 4: FACILITIES AVAILABLE

[10 Points] Minimum Acceptable Score 5 Points

Office Facilities	2 Points
Registered office Outside Mpumalanga	= 1
Registered Office in Mpumalanga	= 2
Computer Equipment & Hardware	3 Points
5 Desktops / Laptops	= 1
Printer A4 & A3	= 1
Plotter	= 1
Engineering Software Licences	3 Points
Model Maker	= 2
Autodesk	= 1
Survey Equipment	2 Point
GPS Survey equipment	= 2

- 4.1 To qualify to be considered for further evaluation, a Technical Section must receive at least,
 (a) a total score of 70%; and
 (b) the minimum acceptable scores rating noted for each criterion achieved.

5. RIGHT OF DALRRD TO INVESTIGATE AND SEEK CLARIFICATION

- 5.1. DALRRD may, in its sole discretion, seek clarification, during the process. In the process of clarification, no change in the substance of the Technical Section or in the Financial Section shall be sought, offered or permitted.
- 5.2. DALRRD will, seek all clarifications in writing and the Tenderers' responses shall also be in writing.
- 5.3. Without limiting the generality above, DALRRD may, in its sole discretion,
- (a) investigate evidence of the ability and experience of a Tenderer under consideration, including joint venture partners, proposed subcontractors, and parties otherwise related to the Tenderer or the Tenderer's Proposal; and
- (b) require or seek out confirmation from other parties of information furnished by a Tenderer.

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

This Bid is estimated not to exceed R50 000 000.00, therefore the 80/20 system will be used. Financial offer (80) and Preferences (20) will be used for the evaluation. Bidders will submit **one** envelope.

The procedure for evaluation of responsive Bid Offers will be Method 4: Financial Offer, Quality (Functionality) and Preferences. The Bids will first be evaluated on quality. Only bids higher than the minimum quality score of **70%** as well as achieved minimum acceptable score ratings

Terms of References for the Appointment of Professional Multi-disciplinary Consulting Engineers to Assist the Department of Rural Development and Land Reform of the Mpumalanga Province in Planning, Designing, Implementing, Monitoring and Evaluating Various Infrastructure Projects for a period of 36 Months

as stipulated on the quality evaluation criteria below will be evaluated. The responsive Bid with the highest combined total points for Financial Offer and Preferences is the preferred Bidder.

The Department will have the authority to award the tender according to the following criteria: Preference points claim for equity ownership out of a total of 20 points shall be as follows:

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

80 points will be awarded to the lowest tenderer of any group of price schedules and qualification as follows:

The tenders will also be evaluated in accordance with the following Eligibility and Quality criteria:

Schedule 1: Experience of Tenderer	30
Schedule 2: Experience of Key Personnel	35
Schedule 3: Approach Paper and Methodology	25
Schedule 4: Facilities available	10
Total	100

The contract will be executed based on Schedules of Rates. No specific quantity of work has been identified. The tendered schedule of rates for various items is based on the DALRRD approved Consulting Fees (for various personnel categories) **as well as** the tendered time basis quantity for specified personnel categories.

6. EVALUATION OF TECHNICAL SECTIONS FOR QUALITY CRITERIA

DALRRD shall evaluate the Technical Sections received at Tender Closure, and opened in accordance with the approved procedures, in accordance with the following steps.

In Step 1, DALRRD shall examine each Technical Section submitted to determine whether the Technical Section is complete and substantially responsive.

In Step 2, DALRRD shall evaluate the Technical Sections (refer to schedules 1,2,3 and 4 above) that are substantially responsive based on the following criteria and marking system:

7. RETURNABLE SCHEDULES

List of Returnable Documents

The Service Providers must submit the following Returnable Documents; The complete bid document as received from the employer, together with all additional documentation as requested, must be submitted. No documentation must be removed from the bid document.

Compulsory Returnable Documents:

- Signed Joint Venture Agreement and Power of Attorney in case of Joint Ventures;

- Company Profile, including previous contract work done and contactable references per contract.
- Professional Indemnity Insurance for Bidding Consultants
- Compulsory Registration of key personnel with regulatory bodies
- Signed CV's of key personnel and certified qualifications on the proposal
- Certified ID copies of the consulting firm Directors
- A copy of valid B-BBEE Status Level Verification Certificate or a sworn affidavit;

NB: It is the responsibility of the bidder to ensure that the following key information is in order to avoid any disqualification during the bid evaluations:

- Tax compliance status
- The Business registration status
- Tender restrictions and defaulters' status
- Bank Account information
- Identification number and the service of the state status

Returnable documents required only for bid evaluation purposes;

- Record of Addenda to Bid Documents;
 - Proposed Amendments, Deviations and Alternatives;
 - Bidder's previous experience;
 - List of traceable references for similar services;
 - Approach paper and methodology – Full and Detailed;
 - Schedule of facilities available;
- a) Proof of office address,
 - b) Signed list for the computers and hardware for the Consultant firm (include serial numbers),
 - c) Proof of software licences (copy for the invoice or certificate),
 - d) Signed list for Survey Equipment owned (provide invoice) or letter of intent to hire or proof of account with the Survey equipment supplier,
- Signed CVs of Team Leader and support Professionals staff with letter of consent, certified proof of Qualification(s) not older than three (3) months and organogram.

Other schedules and documents that will be incorporated into the contract and must be completed & submitted to be considered responsive

- Fully completed and signed Certificate of Authority for Signatory.
- Schedule of amendments, deviations and alternatives.
- Fully completed and signed all SBD forms
- The Bill of Quantities (BoQ) must be fully completed and signed
- Offer and Acceptance

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Note that the bid document must be fully completed and signed, failure which may result in disqualification of the bid.

6. APPENDIX TO TENDERS

(Note: except for the items for which the Employer's requirements have been inserted, the following information must be completed and submitted with the tender

Employer's name and address	Department of Agriculture, Land Reform and Rural Development, Mpumalanga Province Private Bag X 11305 NELSPRUIT, 0700
Name and address of the Consultancy Team
Time for completion of works	Thirty-Six months (36)/ 3 years
Law of the Contract	South Africa
Ruling Language	English
Language for communications	English
Electronic transmission systems	E-mail with confirmation of receipt
Confidential details	N/A
Normal working hours	As per current Labour Legislation
Wages payable to day labourers	Minimum wages to comply with the "Minimum Wage Legislation" for a particular area

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT July 2010

NOTES

The purpose of this document is to:

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

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

The General Conditions of Contract will form part of all bid documents and may not be amended.

Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
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27. Settlement of disputes
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32. Taxes and duties
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34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 “Day” means calendar day.
 - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
 - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
 - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or

analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any

person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which

may be due to him

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation (NIP) Programme** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34 Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.