



SOUTH AFRICAN NATIONAL PARKS

**Supply of Mechanical Engineering Services to the Regions of
SANParks for a period 3 (three) years.**

CONTRACT NO: ME-GK-0352/5

TENDER DOCUMENT

March 2023

ISSUED BY:
Mr Garret Kobe
Senior Manager: SCM Special Projects
SOUTH AFRICAN NATIONAL PARKS
P.O. BOX 787
PRETORIA
0001

NAME OF TENDERER:

SANParks Region	Please indicate with X the Region for which a tender is submitted *
Kruger National Park	
Parks Division: Cape and Garden Route	
Parks Division: Frontier Region	
Parks Division: Northern Region	
Parks Division: Arid Region	

Note *: Bidders must submit separate tenders for each SANParks regions they are planning to tender for.

The Tenderer is required to check the numbers of pages and should any be found to be missing or duplicated, or should any of the typing be distinct, or any doubt or obscurity arise as to the meaning of any description or particular of any item, or if the Tender Document contains any obvious errors, then the Tenderer must immediately inform the SCM Contact person and have them rectified or explained in writing as the case may be. No liability whatsoever will be admitted by reason of the Tenderer having failure to comply with the foregoing instructions.

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1: The Tender

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Part T1: Tendering procedures

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**SUPPLY OF MECHANICAL ENGINEERING SERVICES TO THE REGIONS OF SOUTH AFRICAN
NATIONAL PARKS FOR A PERIOD OF 3 (THREE) YEARS
CONTRACT NO: ME-GK-0352/5**

T1.1: Tender Notice and Invitation to Tender

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)																	
BID NUMBER:	ME-GK-0352/5	CLOSING DATE: 30 March 2023		CLOSING TIME:	14:00												
DESCRIPTION	South African National Parks invites tenders for the Supply of Mechanical Engineering Services to the Regions of SANParks for a period 3 (three) years.																
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)																	
Location of tender box:	South African National Parks, Table Mountain National Park, Tokai office Reception																
Physical address:	Main Building (White Building), Upper Tokai Road																
Identification details:	Contract ME-GK-0352/5: Supply of Mechanical Engineering Services in The Regions of South African National Parks for a Period Of 3 (Three) Years																
South African National Parks invites tenders for the Supply of Mechanical Engineering Services in the Regions of SANParks for a period 3 (three) years. Tenderers with suitable experience and professional registration to provide Mechanical Engineering services to the identified regions of SANParks are invited to tender. Due to the geographical spread of National Parks, 5 (five)) regions were identified where Mechanical Engineering services will be needed for the next 3 (three) years. The regions are listed below, and service providers must have full staffed offices in the identified locations. <table border="1"> <thead> <tr> <th>No</th> <th>SANParks Region</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Kruger National Park</td> </tr> <tr> <td>2</td> <td>Parks Division: Cape and Garden Route</td> </tr> <tr> <td>3</td> <td>Parks Division: Frontier Region</td> </tr> <tr> <td>4</td> <td>Parks Division: Northern Region</td> </tr> <tr> <td>5</td> <td>Parks Division: Arid Region</td> </tr> </tbody> </table> Tenderers must submit separate tenders for each SANParks regions they are planning to tender for. Eligibility criteria Only those tenderers who satisfy the eligibility criteria as set out in the Tender Data and who provide the required evidence in their tender submissions are eligible to submit tenders and have their tenders evaluated:						No	SANParks Region	1	Kruger National Park	2	Parks Division: Cape and Garden Route	3	Parks Division: Frontier Region	4	Parks Division: Northern Region	5	Parks Division: Arid Region
No	SANParks Region																
1	Kruger National Park																
2	Parks Division: Cape and Garden Route																
3	Parks Division: Frontier Region																
4	Parks Division: Northern Region																
5	Parks Division: Arid Region																

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• **Specific Goals – Preferential Procurement Regulations, 2022**

The following Specific Goals forms part of this tender:

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)
1) Enterprises with B-BBEE Procurement Recognition	
Enterprises with B-BBEE Procurement Recognition <i>Level 1</i>	16
Enterprises with B-BBEE Procurement Recognition <i>Level 2</i>	12
Enterprises with B-BBEE Procurement Recognition <i>Level 3</i>	8
Enterprises with B-BBEE Procurement Recognition <i>Level 4</i>	4
2) Exempted Micro Enterprises	
Exempted Micro Enterprises	4
Maximum Total Points	20

Bidders with B-BBEE Level 5-9 and who are not EMEs can still tender but will not claim points for specific goals.

Queries relating to the issue of these documents may be addressed to:

All Queries

Mr Garret Kobe Tel No: (012) 426 5132
e-mail garret.kobe@sanparks.org

The closing time for receipt of tenders is **30 March 2023 @ 11:00**

Tenders may only be submitted on the tender documentation that is issued.

Telephonic, facsimile and late tenders will not be accepted.

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	Mr Garret Kobe	CONTACT PERSON	Mr Curt Jones
TELEPHONE NUMBER	012 – 426 5132	TELEPHONE NUMBER	0766843072
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	N/A
E-MAIL ADDRESS	Garret.Kobe@sanparks.org	E-MAIL ADDRESS	curt.jones@sanparks.org
SUPPLIER INFORMATION			
NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE	NUMBER	
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE	NUMBER	

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E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:	OR	CENTRAL SUPPLIER DATABASE No: MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ No
[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?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS			
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.			

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PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE CONSTRUCTION INDUSTRY DEVELOPMENT BOARD (CIDB) STANDARD PROFESSIONAL SERVICES CONTRACT (JULY 2009), THIRD EDITION OF CIDB DOCUMENT 1014 WILL APPLY TO THIS 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 VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS. 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA. 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED. 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)

DATE:

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The South African National Parks invites tenders for **Tender Number: ME-GK-0352/5: Supply of Mechanical Engineering Services in the Regions of SANParks for a period 3 (three) years.**

T1.2: Tender Data

The conditions of tender are the Standard Conditions of Tender as contained in **Annex C of the CIDB Standard for Uniformity in Construction Procurement (August 2019)** which are reproduced without amendment or alteration for the convenience of tenderers as an Annex to the Tender Data.

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

Each item of the Tender Data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

Clause number	
C.1.1	The employer is the South African National Parks.
C.1.2	The tender documents issued by the Employer comprise: The Contract Document in which is bound: THE TENDER Part T1: Tendering procedures T1.1 - Tender notice and invitation to tender T1.2 - Tender data Part T2: Returnable documents T2.1 - List of returnable documents T2.2 - Returnable schedules THE CONTRACT Part C1: Agreements and Contract data C1.1 - Form of offer and acceptance C1.2 - Contract data Part C2: Pricing data C2.1 - Pricing Instruction C2.2 - Pricing Schedule Part C3: Annexures C3 - CIDB Standard Professional Services Contract

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C.1.4	The employer's agent is : Name: South African National Parks The General Manager: Infrastructure & Special Projects. Address: 643 Leyds Street Muckleneuk Pretoria Tel: 076 684 3072 E-mail: curt.jones@sanparks.org
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C2.1

Eligibility criteria

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

The tenderer:

1. is registered in terms of the Companies Act, 2008 (Act 71 of 2008) or Close Corporation Act, 1984, (Act No. 69 of 1984) or, if a partnership, has in place a partnership agreement that enables the partnership to continue to function in the event of a death or withdrawal of one of the partners;
2. has a Principal Engineer that are a Professionally Registered Mechanical Engineer with the Engineering Council of South Africa (ECSA) in terms of the Engineering Profession Act (EPA), 46 of 2000. With 5 years working experience post professional registration, as a Mandatory requirement.
3. Bidders must submit separate tenders for each SANParks regions they are planning to tender for, SANParks will only awarded one region per Mechanical Engineering office. The office must have the minimum staff as stated in Quality Criteria 2.1 and the bidder must accept the maximum travel allowance per region.
4. has achieved a score of 70 out of 100 points (70%) for the quality criteria specified.

Mechanical Engineering Services

No.	SANParks Region	Number of allowed km's to the park	Number of travel hours to the park
1	Kruger National Park	300km	3hrs
2	Park Division: Cape and Garden Route Regions	500km	5hrs
3	Park Division: Frontier Region	500km	5hrs
4	Park Division: Northern Region	500km	5hrs
5	Park Division: Arid Region	500km	5hrs

Note: All Bid's indicating "No" will be excluded from further evaluations (Page 43).

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C.2.1	The following functionality criteria apply:		
	1. Tenderers are required to demonstrate their ability to undertake the work and provide proof of experience, personnel, plant and equipment and financial ability to undertake work of this nature. 2. Tenderers are required to score a minimum of 70 points out of a possible 100 points (70%) to be eligible for further evaluation. 3. Tender offers that fail to score the minimum number of points shall be rejected 4. The onus rests with the tenderer to supply sufficient information to allow for the proper scoring, evaluation and award of points 5. Functionality points shall be awarded in accordance with the following provisions:		
	No	Criteria	Method of Evaluation
	1	EXPERIENCE	Total of 60 Points
	1.1	EXPERIENCE IN MECHANICAL ENGINEERING SERVICES	50
	1.1.1	Experience in mechanical engineering design with specific reference air-conditioning (HVAC) and processing plants. The size of the projects to be implemented is between R 1 million and R 10 million, and similar projects to be submitted, if applicable. Note: A portfolio of relevant work with design, relevant project & project value to indicate key competencies requested above must be submitted together with other requested information. Please restrict information to a maximum of 5 projects in one page format.	Portfolio of relevant work indicates no experience in mechanical engineering with specific reference to air-conditioning (HVAC) and processing plants, and value range. The portfolio has no reference to SANParks requirements.
			Portfolio of relevant work indicates limited experience in mechanical engineering design with specific reference to air-conditioning (HVAC) and processing plants, and value range. The portfolio of work submitted has little relevance to the SANParks requirements.
			Portfolio of relevant work indicates some experience in mechanical engineering design with specific reference to air-conditioning (HVAC) and processing plants, and value range. The portfolio of work submitted shows some relevance to SANParks requirements.
			Portfolio of relevant work indicates adequate experience in mechanical engineering with specific reference to air-conditioning (HVAC) and processing plants, and value range. The portfolio of work submitted shows adequate relevance to SANParks requirements.
			Portfolio of relevant work indicates excellent experience in mechanical engineering design with specific reference to air-conditioning (HVAC) and processing plants, and value range. The portfolio of work submitted shows excellent relevance to SANParks

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			requirements.		
	1.2	“GREEN” TECHNOLOGY DESIGN EXPERIENCE		5	
	1.2.1	Green technology experience. Please provide a written report (A4 maximum one page) to indicate your approach and understanding of green technology and the application thereof in the mechanical engineering field. This can be supported by a portfolio of projects to indicate experience and application thereof.	No report submitted.	0	
			Report indicates limited understanding of green technology principles.	2	
			Report indicates good approach and understanding of green technology principles.	4	
			Report indicates excellent approach and understanding of green technology, and application.	5	
	1.3	REFERENCES		5	
		References letters from clients on performance of projects. Each reference letter must have: • Client • Description of works • Value of project • Performance level Due diligence of information presented will be done by SANParks	Less than two reference letters submitted.	0	
			Work performance good & supported by 2 (two) letters.	2	
			Work performance good & supported by 3 (three) letters.	3	
			Work performance good & supported by 4 (four) letters.	4	
			Work performance good & supported by 5 (five) letters.	5	
	2	CAPACITY		Total of 40 Points	
	2.1	Number & experience of professionals employed by Consulting Engineering company			
		Number of professionals as per Professions Act in permanent employment of company. Company to confirm that employees are in permanent employment. Registration certificates of professional engineers with ECSA – companies MUST submit these certificates. Employee must be stationed in the office the tenderer is submitting a bid for.	Profession: Mechanical Engineer	Minimum Number of staff	Maximum Points
			Professional Mechanical Engineer (Not Principal) > 5 years working experience.	1	20
			Senior Mechanical Engineers and/or Engineering Technologists with 5 years working experience or more	2	10

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			Extra Senior Mechanical Engineer/s or Engineering Technologist with 5 years working experience or more – 10 extra points	1	10	
		TOTAL: Experience & Capacity			100	
C.2.7	Clarification meeting There will be no clarification meeting.					
C2.8	Should it be necessary for a bidder to obtain clarity on any matter arising from or referred to in this tender document, please refer queries, in writing, to the contact person listed below. Under no circumstances may any other employee within the SANParks be approached for any information. Any such action may result to disqualification of a response submitted in competition to the tender process. Enquiries should reference specific page and or paragraph numbers, where appropriate. All questions/enquiries must be forwarded in writing not later than 20 March 2023 at 11:00. Questions/enquiries received after 11:00 20 March 2023 will not be considered. Name: Garret Kobe Capacity: Manager SCM: Infrastructure and Special Projects. Address: PO Box 787, PRETORIA, 0001					

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	Tel: 012 426 5132 E-mail: garret.kobe@sanparks.org
C.2.12	No alternative proposals will be accepted.
C.2.13.2	Electronic tender offers will not be accepted (email).
C.2.13.3	Tenderer to submit one original tender offer, plus a PDF (electronic) copy on a USB Flash Drive. Tenderers must submit separate tenders for each SANParks regions they are planning to tender for.
C.2.13.7	The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are: Location of tender box: South African National Parks, Table Mountain National Park, Tokai office Reception Physical address: Main Building (white building), Upper Tokai Road 34°03'40,27"S 18°25'08,42"E Identification details: Tender for Contract Number ME-GK-0352/5: Supply of Mechanical Engineering Services in the Regions of SANParks for a period 3 (three) years
C.2.15.9	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
C.2.15.1	The closing time for submission of tender offers is as per Notice and Invitation to Tender T1.1.
C.2.16	The tender offer validity period is 12 Weeks.
C.2.23	The tenderer is required to submit with his tender: • SBD 1: Invitation to Bid, • SBD 4: Declaration of interest, • SBD 6.1: Preference points claimed in terms of Preferential Procurement Policy Framework Act, 2000: Preferential procurement Regulations (2022), • SBD 7.2: Procurement of Goods/Services, • Tax Clearance verification pin, • Proof of registration of Closed Corporation or Company or other legal entities applicable to tender, i.e. certified copy of company registration form, • Central Supplier Database Registration, • Signed offer, • Eligibility criteria, • EME and QSE Sworn affidavits (as per returnable documents T2.1) • Latest annual financial statement for EME validation, • Pricing schedule, • Quality information, • Joint Venture; ○ To provide Joint Venture Agreement ○ To provide above documentation for both companies that form the JV. ○ Must submit with the tender the B-BBEE certificate for the JV.

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C.3.4.1	The time and location for opening of the tender offers are: 11:00 on 30 March 2023 <table border="1"> <tr> <td data-bbox="320 315 663 412">Location of tender box:</td><td data-bbox="671 315 1495 412">South African National Parks, Table Mountain National Park, Tokai Reception</td></tr> <tr> <td data-bbox="320 412 663 508">Physical address:</td><td data-bbox="671 412 1495 508">Main Building (white building), Upper Tokai Road 34°03'40,27"S 18°25'08,42"E</td></tr> <tr> <td data-bbox="320 508 663 658">Identification details:</td><td data-bbox="671 508 1495 658">Contract ME-GK-0352/5: Supply of Mechanical Engineering Services in The Regions of South African National Parks for a Period of 3 (Three) Years</td></tr> </table>	Location of tender box:	South African National Parks, Table Mountain National Park, Tokai Reception	Physical address:	Main Building (white building), Upper Tokai Road 34°03'40,27"S 18°25'08,42"E	Identification details:	Contract ME-GK-0352/5: Supply of Mechanical Engineering Services in The Regions of South African National Parks for a Period of 3 (Three) Years
Location of tender box:	South African National Parks, Table Mountain National Park, Tokai Reception						
Physical address:	Main Building (white building), Upper Tokai Road 34°03'40,27"S 18°25'08,42"E						
Identification details:	Contract ME-GK-0352/5: Supply of Mechanical Engineering Services in The Regions of South African National Parks for a Period of 3 (Three) Years						
C.3.11.1	Evaluation of tenders offers. The procedure for the evaluation of responsive tenders is Method: <u>Price and Specific Goals</u> PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 1) POINTS AWARDED FOR PRICE The total number of tender evaluation points (T_{EV}) will be calculate in accordance with the following formula: $T_{EV} = N_{FO} + N_P$ where; N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with; 80/20 preference point system for acquisition of goods or services for Rand value equal to or above R30 000 and up to R50 million The following formula will be used to calculate the points out of 80 for price in respect of a tender with a Rand value equal to or above R30 000 and up to a Rand value of R50 million, inclusive of all applicable taxes: $P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$ Where- P_s = Points scored for price of tender under consideration; P_t = Price of tender under consideration; and P_{min} = Price of lowest acceptable tender.						

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2) POINTS AWARDED FOR SPECIFIC GOALS

Specific goals for the tender and points claimed are indicated per the table below.

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)
1) Enterprises with B-BBEE Procurement Recognition	
Enterprises with B-BBEE Procurement Recognition <i>Level 1</i>	16
Enterprises with B-BBEE Procurement Recognition <i>Level 2</i>	12
Enterprises with B-BBEE Procurement Recognition <i>Level 3</i>	8
Enterprises with B-BBEE Procurement Recognition <i>Level 4</i>	4
2) Exempted Micro Enterprises	
Exempted Micro Enterprises	4
Maximum Total Points	20

Note to tenderers:

- 1) The tenderer must indicate how they claim points for each Specific Goal in SBD6.1
- 2) Bidders with B-BBEE Level 5-9 and who are not EMEs can still tender but will not claim points for specific goals

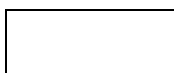
C.3.13

Tender offers will only be accepted if:

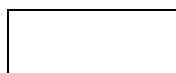
- a) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
- b) the tenderer has not:
 - i) abused the employer's supply chain management system;
 - or
 - ii) failed to perform on any previous contract and has been given a written notice to this effect; and
- c) has completed the Compulsory Enterprise Questionnaire, SBD1,4, 6.1,7.2 and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.
- f) Has submitted the documentation listed in C2.23

C.3.17

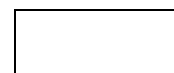
Provide to the successful tenderer **one** copy of the signed contract document.



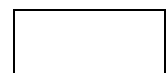
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Annex C

Standard Conditions of Tender

C.1 General

C.1.1 Actions

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

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

Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.

2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

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

C.1.2 Tender Documents

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

C.1.3 Interpretation

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

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

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

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a) **conflict of interest** means any situation in which:

- i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
- ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
- iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.

b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;

c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;

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

C.1.4 Communication and employer's agent

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

C.1.5 Cancellation and Re-Invitation of Tenders

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

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

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

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

C.1.6 Procurement procedures

C.1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.3.11 is the highest ranked or the tenderer scoring the highest number of

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tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

C.1.6.2 Competitive negotiation procedure

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

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

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

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

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

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1

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

C.1.6.3.2 Option 2

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

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

C.2 Tenderer's obligations

C.2.1 Eligibility

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

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

C.2.2 Cost of tendering

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

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

C.2.3 Check documents

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

C.2.4 Confidentiality and copyright of documents

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

C.2.5 Reference documents

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

C.2.6 Acknowledge addenda

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

C.2.7 Clarification meeting

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

C.2.8 Seek clarification

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

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C.2.9 Insurance

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

C.2.10 Pricing the tender offer

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

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

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

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

C.2.11 Alterations to documents

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

C.2.12 Alternative tender offers

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

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

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

C.2.13 Submitting a tender offer

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

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

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

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

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

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

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

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

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

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

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

C.2.15 Closing time

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

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

C.2.16 Tender offer validity

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

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

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C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in

C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).

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

C.2.17 Clarification of tender offer after submission

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

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

C.2.18 Provide other material

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

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

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

C.2.19 Inspections, tests and analysis

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

C.2.20 Submit securities, bonds and policies

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

C.2.21 Check final draft

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

C.2.22 Return of other tender documents

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

C.2.23 Certificates

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

C.3 The employer's undertakings

C.3.1 Respond to requests from the tenderer

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

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

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

C.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.

C.3.3 Return late tender offers

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

C.3.4 Opening of tender submissions

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

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

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

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

C.3.5 Two-envelope system

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

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

C.3.6 Non-disclosure

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

C.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

C.3.8 Test for responsiveness

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

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

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

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

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

C.3.9 Arithmetical errors, omissions and discrepancies

C.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
 - (i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - (ii) the summation of the prices.

C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

C.3.10 Clarification of a tender offer

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

C.3.11 Evaluation of tender offers

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

Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is

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awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:	
Requirement	Qualitative interpretation of goal
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.
Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.

The activities associated with evaluating tender offers are as follows:

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

C.3.11.1 General

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

C.3.12 Insurance provided by the employer

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

C.3.13 Acceptance of tender offer

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

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical

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competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;

- c) has the legal capacity to enter into the contract;
- d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;
- e) complies with the legal requirements, if any, stated in the tender data; and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

C.3.14 Prepare contract documents

C.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents and
- c) other revisions agreed between the employer and the successful tenderer

C.3.15 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

C.3.16 Registration of the award

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

C.3.17 Provide copies of the contracts

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

C.3.18 Provide written reasons for actions taken

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

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Part T2: Returnable Schedules

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T2.1: List of Returnable Documents

The complete tender document as received from the employer, together with all additional documentation as requested, must be submitted. No documentation must be removed from the tender document.

The tenderer must complete the following returnable documents:

1 Returnable Schedules required only for tender evaluation purposes

Resolution of board of directors / members / partners
 Resolution of Board of Directors / Members / Sole Proprietor/ Partners of Partnership (if applicable)
 Special Resolution of Joint Venture Partners
 Record of Addenda to Tender Documents
 Proposed Amendments and Qualifications
 Schedule with information for Quality Evaluation
 Professional Indemnity Insurance Information Schedule

2 Other documents required only for tender evaluation purposes

An original and valid B-BBEE Status Level verification Certificate or certified copy thereof
 EME or QSE Sworn Affidavits (templates attached at end of document)
 Proof of registration of Closed Corporation or Company or other legal entities applicable to tender - Certified copy
 National Treasury Central Supplier Database (CSD) Registration Report – Compulsory
 Tax Clearance Certificate – Certified copy or PIN to access information
 Proof of professional registration of Mechanical Engineers with ECSA – Compulsory
 Provide proof of registration if company is a member of CESA (Consulting Engineers South Africa)
 Proof of Professional Indemnity Insurance of R 3 million.

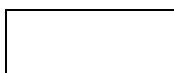
3 Returnable Schedules that will be incorporated into the contract

Form SBD 1: Invitation to Bid
 Form SBD 4: Declaration of interest
 Form SBD 6.1: Preference Points Claim Form In Terms Of The Preferential Procurement Regulations 2022
 Form SBD 7.2: Procurement of Goods/Services
 Joint Venture Agreement (if applicable) – The JV agreement must clearly state the role, composition, etc.

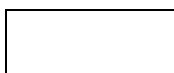
4 Other documents that will be incorporated into the contract

Quality information to include:

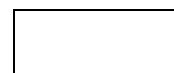
- **Portfolio/List of Work Experience** with a maximum of 5 (five) projects that were implemented over the past five years or are currently implemented. Portfolio to include projects relevant to SANParks Mechanical Engineering needs
- **Experience in Green Technology Design experience**
- **Reference letters from clients** on performance of projects (at least 5 reference letters). Each reference letter must have the following information: Client; Description of works, Value of project and Performance level
- **Curriculum Vitae of Staff & Professional Registration certificates** to be dedicated to the SANParks Projects

5 C1.1 Offer and Acceptance (the offer portion of C1.1)**6 C1.2 Contract Data (Part 2)****7 C2.2 Pricing Schedule (As per tender document, completed in black ink)**

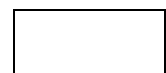
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Employer

Witness for
Employer

T2.2 Returnable Schedules

This returnable schedule needs to be completed if the tenderer is a company or other legal person.

Resolution of Board of Directors / Members / Partners

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

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

Held at _____ (place)

On _____ (date)

RESOLVED that:

- The Enterprise submits a Tender to the South African National Parks in respect of the following project:

_____ (project description as per Tender Document)

Tender Number: _____ (Tender Number as per Tender Document)

- *Mr/Mrs/Ms: _____

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

and who will sign as follows: : _____

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

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			

Note:

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

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This returnable schedule needs to be completed if the tenderer is a joint venture. This form must be completed by each partner of the joint venture. The name of the principal partner must be stated under Point 2.

Resolution of Board of Directors / Members / Sole Proprietor/ Partners of Partnership (i.e. of each legal person to comprise the Joint Venture Partnership)

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

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

Held at _____ (place)

On _____ (date)

RESOLVED that:

3. The Enterprise submits a Tender, in Joint Venture with the following Enterprises:

 (List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Joint Venture)

to the South African National Parks in respect of the following project:

 (Project description as per Tender Document)

Tender Number: _____ (Tender Number as per Tender Document)

4. The Principal Partner of the Joint Venture will be

 (Legally correct full name and registration number, if applicable, of the Principal Partner of Joint Venture)

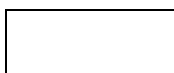
5. *Mr/Mrs/Ms: _____

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

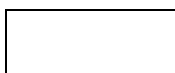
and who will sign as follows: _____

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

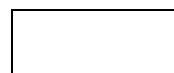
6. The Enterprise accepts joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the South African National Parks in respect of the project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



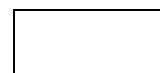
Service
Provider



Witness for
Service
Provider



Employer



Witness for
Employer

Physical address: _____

_____ (code)

Postal Address: _____

_____ (code)

Telephone number: _____ (code)

Fax number: _____ (code)

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Note:

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

ENTERPRISE STAMP

Service
Provider

Witness for
Service
Provider

Employer

Witness for
Employer

This returnable schedule needs to be completed if the tenderer is a joint venture.

Special Resolution of Joint Venture Partners

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

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

Held at _____ *(place)*

On _____ *(date)*

RESOLVED that:

- A. The above-mentioned Enterprises submit a tender in joint venture partnership to the South African National Parks in respect of the following project:

(Project description as per Tender Document)

Tender Number: _____ *(Tender Number as per Tender Document)*

- B. Mr/Mrs/Ms: _____
in *his/her Capacity as: _____ *(Position in the Enterprise)*

Service
Provider

Witness for
Service
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Witness for
Employer

and who will sign as follows: _____

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

- C. The Enterprises constituting the Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of: _____
- D. The Enterprises to the Joint Venture accept joint and several liability for the due fulfilment of the obligations of the Joint Venture deriving from, and in any way connected with, the contract entered into with the South African National Parks in respect of the project described under item A above.
- E. Any of the Enterprises to the Joint Venture intending to terminate the Joint Venture agreement, for whatever reason, shall give the South African National Parks 30 days written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the South African National Parks for the due fulfilment of the obligations of the Joint Venture as mentioned under item D above.
- F. No Enterprise to the Joint Venture shall, without the prior written consent of the other Enterprises to the Joint Venture and of the South African National Parks, cede any of its rights or assign any of its obligations under the Joint Venture agreement in relation to the contract with the South African National Parks referred to herein.
- G. The Enterprises choose as the *domicilium citandi et executandi* of the Joint Venture for all purposes arising from the Joint Venture agreement and the contract with the South African National Parks in respect of the project under item A above:

Physical address: _____

 _____ (code)

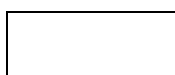
Postal Address: _____

 _____ (code)

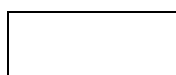
Telephone number: _____ (code)

Fax number: _____ (code)

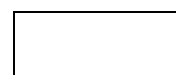
No	Name	Capacity	Signature
1			
2			
3			
4			
5			



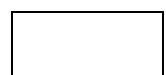
Service
Provider



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Service
Provider



Employer



Witness for
Employer

No	Name	Capacity	Signature
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

Note:

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

Service
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Witness for
Employer

Record of Addenda to tender documents

I / We confirm that the following communications received from the South African National Parks before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer: *(Attach additional pages if more space is required)*

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		

Name	Position	Signed

Name of Tenderer	Date

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Proposed Amendments and Qualifications

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule.

Page	Clause or item	Proposal

Name	Position	Signed

Name of Tenderer	Date

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SCHEDULE WITH QUALITY INFORMATION FOR EVALUATION PURPOSES (TO BE COMPLETED and SEE ANNEXURE B)

No	Criteria	Method of Evaluation	Points
1	EXPERIENCE	Total of 60 Points	
1.1	EXPERIENCE IN MECHANICAL ENGINEERING SERVICES		50
1.1.1	Experience in mechanical engineering design with specific reference air-conditioning (HVAC) and processing plants. The size of the projects to be implemented is between R 1 million and R 10 million, and similar projects to be submitted, if applicable. Note: A portfolio of relevant work with design, relevant project & project value to indicate key competencies requested above must be submitted together with other requested information. Please restrict information to a maximum of 5 projects in one page format.	Portfolio of relevant work indicates no experience in mechanical engineering with specific reference to air-conditioning (HVAC) and processing plants, and value range. The portfolio has no reference to SANParks requirements.	0
		Portfolio of relevant work indicates limited experience in mechanical engineering design with specific reference to air-conditioning (HVAC) and processing plants, and value range. The portfolio of work submitted has little relevance to the SANParks requirements.	1-20
		Portfolio of relevant work indicates some experience in mechanical engineering design with specific reference to air-conditioning (HVAC) and processing plants, and value range. The portfolio of work submitted shows some relevance to SANParks requirements.	21-30
		Portfolio of relevant work indicates adequate experience in mechanical engineering with specific reference to air-conditioning (HVAC) and processing plants, and value range. The portfolio of work submitted shows adequate relevance to SANParks requirements.	31-40
		Portfolio of relevant work indicates excellent experience in mechanical engineering design with specific reference to air-conditioning (HVAC) and processing plants, and value range. The portfolio of work submitted shows excellent relevance to SANParks requirements.	41-50
1.2	"GREEN" TECHNOLOGY DESIGN EXPERIENCE		5
1.2.1	Green technology experience.	No report submitted.	0

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No	Criteria	Method of Evaluation		Points
	Please provide a written report (A4 maximum one page) to indicate your approach and understanding of green technology and the application thereof in the mechanical engineering field. This can be supported by a portfolio of projects to indicate experience and application thereof.	Report indicates limited understanding of green technology principles.		2
		Report indicates good approach and understanding of green technology principles.		4
		Report indicates excellent approach and understanding of green technology, and application.		5
1.3	REFERENCES			5
	References letters from clients on performance of projects. Each reference letter must have: • Client • Description of works • Value of project • Performance level Due diligence of information presented will be done by SANParks	Less than two reference letters submitted.		0
		Work performance good & supported by 2 (two) letters.		2
		Work performance good & supported by 3 (three) letters.		3
		Work performance good & supported by 4 (four) letters.		4
		Work performance good & supported by 5 (five) letters.		5
2	CAPACITY	Total of 40 Points		
2.1	Number & experience of professionals employed by Consulting Engineering company			
	Number of professionals as per Professions Act in permanent employment of company. Company to confirm that employees are in permanent employment. Registration certificates of professional engineers with ECSA – companies MUST submit these certificates. Employee must be stationed in the office the tenderer is submitting a bid for.	Profession: Mechanical Engineer	Minimum Number of staff	Maximum Points
		Professional Mechanical Engineer (Not Principal) > 5 years working experience.	1	20
		Senior Mechanical Engineers and/or Engineering Technologists with 5 years working experience or more	2	10
		Extra Senior Mechanical Engineer/s or Engineering Technologist with 5 years working experience or more – 10 extra points	1	10
	TOTAL: Experience & Capacity			100

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LOCALITY

SANParks have 19 National Parks situated across the country and as such need to have service providers that can provide the Mechanical Engineering services in the regions identified. The following 5 (five) regions were identified and tenderers have to indicate the region for which a tender is submitted. **This office must be fully staffed with the minimum staff as requested in 2.1 under Quality Information. SANParks will only allocate one region per qualifying office.**

SANPark's Park Division Regions	
ARID	NORTHERN
• Augrabies	• Golden Gate
• Kgalagadi	• Mapungubwe
• Namaqua	• Marakele
• Mokala	• Groenkloof
• Richtersveld	
CAPE & GARDEN ROUTE	FRONTIER
• Agulhas	• Addo
• Bontebok	• Camdedoo
• Table Mountain	• Karoo
• Tankwa Karoo	• Mountain Zebra
• West Coast	KRUGER
• Knysna	• Kruger National Park South (Marule Region)
• Tsitsikamma	• Kruger National Park North (Nxanatseni Region)
• Wilderness	

SANParks Region	Please indicate with X the Region for which a tender is submitted
Kruger National Park	
Parks Division: Cape and Garden Route	
Parks Division: Frontier Region	
Parks Division: Northern Region	
Parks Division: Arid Region	

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No.	SANParks Region	Number of allowed km's to the park	Number of travel hours to the park	Accept Yes/No ¹
1	Kruger National Park	300km	3hrs	
2	Park Division: Cape and Garden Route Regions	500km	5hrs	
3	Park Division: Frontier Region	500km	5hrs	
4	Park Division: Northern Region	500km	5hrs	
5	Park Division: Arid Region	500km	5hrs	

Note: ¹All Bid's indicating "No" will not be evaluated.

Please provide information on the physical location of the office from where the service will be conducted:

Building/Premises	
Street Name & Number	
Town/City	
Postal Code	

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1. QUALIFICATIONS AND EXPERIENCE OF PROPOSED MECHANICAL ENGINEERING TEAM FOR THE PROJECT

Tenderer to provide name(s), key qualifications and experience of Mechanical Engineering team that will be providing services as requested in selected Region

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2. PARTICULARS OF COMMITMENTS WHICH THE TENDERER HAS PREVIOUSLY COMPLETED AND PRESENTLY ENGAGED WITH:**2.1. Current projects:**

Project	Place (town)	Reference / Contact person	Contact Tel. No.	Project amount	Project period	Date of commencement	Scheduled date of completion
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							

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2.2. Previous projects:

Project	Place (town)	Reference / Contact person	Contact Tel. No.	Project amount	Project period	Date of commencement	Date of completion
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							

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PROFESSIONAL INDEMNITY INSURANCE

The tenderer must have Professional Indemnity (PI) Insurance in place providing cover in an amount of not less than R 3 000 000 (three million rand) in respect of each and every claim during the period of insurance. Proof of insurance or confirmation from a reputable Insurance Broker that the tenderer is eligible for the prescribed professional indemnity insurance cover should he/she be awarded the contract must be appended to this schedule.

The employer will not award a contract to any tenderer that does not hold the required Professional Indemnity (PI) Insurance.

Where the tendering entity is a joint venture or consortium, each partner or member shall comply with the above-mentioned insurance requirements and the value of the PI insurance shall not be shared between the partners and members.

PROFESSIONAL INDEMNITY INSURANCE		
Name of Insured	Name of Insurer	Limit of Indemnity i.r.o. Each Claim

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STANDARD BIDDING DOCUMENTS

SBD 4 BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder. Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. BIDDER'S DECLARATION

2.1. Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the State?

YES/NO

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

Full Name	Identity Number	Name of State institution

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

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

2.2.1 If so, furnish particulars:

.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES/NO

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior

² 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.

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

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

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

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

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

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SBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

1. GENERAL CONDITIONS

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

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

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

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the **90/10** preference point system.
- b) The applicable preference point system for this tender is the **80/20** preference point system.
- c) Either the **90/10 or 80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) & \text{or} & P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \end{array}$$

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1) Enterprises with B-BBEE Procurement Recognition		
Enterprises with B-BBEE Procurement Recognition Level 1	16	
Enterprises with B-BBEE Procurement Recognition Level 2	12	
Enterprises with B-BBEE Procurement Recognition Level 3	8	
Enterprises with B-BBEE Procurement Recognition Level 4	4	
2) Exempted Micro Enterprises		
Exempted Micro Enterprises	4	
Maximum Total Points	20	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

Service
Provider

Witness for
Service
Provider

Employer

Witness for
Employer

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

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

..... SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:	
DATE:	
ADDRESS:	
	
	
	

**Service
Provider**

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Service
Provider**

Employer

**Witness for
Employer**

2: The Contract

Service
Provider

Witness for
Service
Provider

Employer

Witness for
Employer

Part C1: Agreement and contract data

Service
Provider

Witness for
Service
Provider

Employer

Witness for
Employer

C1.1 FORM OF OFFER AND ACCEPTANCE

Service
Provider

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Service
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Employer

Witness for
Employer

OFFER

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

CONTRACT NO: ME-GK-0352/5: SUPPLY OF MECHANICAL ENGINEERING SERVICES IN THE REGIONS OF SANPARKS FOR A PERIOD OF 3 (THREE) YEARS

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

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

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX FOR COMPARATIVE PRICE EVALUATION IS :

.....Rand (in words);

R (in figures)

The above price is for tender evaluation purposes only. Professional fee amount will be confirmed with each project allocation, based on fees and rates offered in this proposal. The appointment will be a term agreement based on fee proposal submitted.

Signature(s)		Date	
Name(s)			
Capacity			
For the Tenderer			
Name of tenderer (Company)			
Address of tenderer			
Name of witness			
Signature of witness		Date	

ACCEPTANCE (NB: TO BE COMPLETED BY SANParks NOT THE TENDERER)

Service
Provider

Witness for
Service
Provider

Employer

Witness for
Employer

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

- Part C1: Agreements and contract data, (which includes this agreement)
- Part C2: Pricing data

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

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

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

Signature(s)		Date	
Name(s)			
Capacity			
For the Employer			
Name of Employer	South African National Parks		
Address of tenderer	643 Leyds Street Muckleneuk 0002 P O Box 787 Pretoria 0001		
Name of witness			
Signature of witness		Date	

Service
Provider

Witness for
Service
Provider

Employer

Witness for
Employer

Schedule of Deviations

Notes

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

1	Subject
	Details
	
	
	
2	Subject
	Details
	
	
	
3	Subject
	Details
	
	
	
4	Subject
	Details
	
	
	
5	Subject
	Details
	
	
	

By the duly authorised representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

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**Witness for
Employer**

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

For the Tenderer:

Signature(s)

Name(s)

Capacity

(Name of organization/tenderer)

(Address of organization/tenderer)

.....

Name and
signature
of witness

Date

.....

For the Employer:

Signature(s)

Name(s)

Capacity

(Name and
address of
organization) The South African National Parks

Name and
signature
of witness

Date

.....

Service
Provider

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Service
Provider

Employer

Witness for
Employer

CONTRACT

The Construction Industry Development Board (CIDB) Standard Professional Services Contract (July 2009), Third Edition of CIDB document 1014 will apply to this contract.

C1.2 – CONTRACT DATA

Service
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Employer

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CONTRACT DATA

The Conditions of Contract are the *Standard Professional Services Contract (July 2009)* published by the Construction Industry Development Board. Each item of data given below is cross-referenced to the clause in the Conditions of Contract to which it mainly applies.



South African National Parks

ME-GK-0352/5

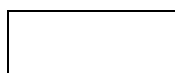
Supply of Mechanical Engineering Services in the Regions for SANParks for a period of 3 (three) years.

C.1.2 Contract Data

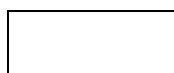
The Conditions of Contract are the *Standard Professional Services Contract (July 2009)* published by the Construction Industry Development Board (see www.cidb.org.za). Each item of data given below is cross-referenced to the clause in the Conditions of Contract to which it mainly applies. See Annexure A

Part 1: Data provided by the Employer

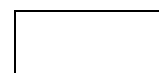
Clause	Data
	The Employer is South African National Parks
3.4 and 4.3.2	The authorised and designated representative of the Employer is: Name: Antionet van Wyk The address for receipt of communications is: Telephone: 012 – 426 5126 E-mail: antionet.vanwyk@sanparks.org Address: 643 Leyds Street, Muckleneuk, 0002
1	The Project is Mechanical Engineering Services in the Regions of SANParks for a period of 3 (three) years
1	The Period of Performance is as per agreed programme for project implementation is from date of appointment to date of completion issued by Principal Agent for the works.



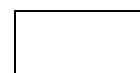
Service
Provider



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Service
Provider



Employer



Witness for
Employer

1	The Scope of Work will be as per Board Notice 138 of 2015, Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Professional Act (commencement date 1 January 2016). The scope of work and fees will be revised according to notices issued by the Engineering Council of South Africa. . Stage 1 - Inception Establish client requirements and preferences, refine user needs and options, appointment of necessary consultants, establish the project brief including project objectives, priorities, constraints, assumptions aspirations and strategies (1) Assist in developing a clear project brief. (2) Attend project initiation meetings. (3) Advise on procurement policy for the project. (4) Advise on the rights, constraints, consents and approvals. (5) Define the services and scope of work required. (6) Conclude the terms of the agreement with the client. (7) Inspect the site and advise on the necessary surveys, analyses, tests and site or other investigations where such information will be required for Stage 2 including the availability and location of infrastructure and services. (8) Determine the availability of data, drawings and plans relating to the project. (9) Advise on criteria specific to own scope of work that could influence the project life cycle cost significantly. (10) Provide necessary information within the agreed scope of the project to other consultants involved. Deliverables will typically include: – Agreed services and scope of work. – Signed agreement. – Report on project, site and functional requirements. – Schedule of required surveys, tests, analyses, site and other investigations. – Schedule of consents and approvals and related lead times.
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	Stage 2 - Concept and Viability (also termed Preliminary Design) Prepare and finalise the project concept in accordance with the brief, including project scope, scale, character, form and function, plus preliminary programme and viability of the project) (1) Agree documentation programme with principal consultant and other consultants involved. (2) Attend design and consultants' meetings. (3) Establish the concept design criteria. (4) Prepare initial concept design and related documentation. (5) Advise the client regarding further surveys, analyses, tests and investigations which may be required. (6) Establish regulatory authorities' requirements and incorporate into the design. (7) Refine and assess the concept design to ensure conformance with all regulatory requirements and consents. (8) Establish access, utilities, services and connections required for the design. (9) Coordinate design interfaces with other consultants involved. (10) Prepare preliminary process designs; preliminary designs, and related documentation for approval by authorities and client and suitable for costing. (11) Provide cost estimates and comment on life cycle costs as required. (12) Liaise, co-operate and provide necessary information to the client, principal consultant and other consultants involved. Typical deliverables will include: – Concept design. – Schedule of required surveys, tests and other investigations and related reports. – Process design. – Preliminary design. – Cost estimates as required.
	Stage 3 - Design Development (also termed Detail Design) Develop the approved concept to finalise the design, outline specifications, cost plan, financial viability and programme for the project (1) Review documentation programme with principal consultant and other consultants involved. (2) Attend design and consultants' meetings. (3) Incorporate client's and authorities' detailed requirements into the design. (4) Incorporate other consultants' designs and requirements into the design. (5) Prepare design development drawings including draft technical details and specifications. (6) Review and evaluate design and outline specification and exercise cost control. (7) Prepare detailed estimates of construction cost. (8) Liaise, co-operate and provide necessary information to the principal consultant and other consultants involved. (9) Submit the necessary design documentation to local and other authorities for approval. Typical deliverables will include: – Design development drawings. – Outline specifications. – Local and other authority submission drawings and reports. – Detailed estimates of construction costs.
Service Provider	Witness for Service Provider Employer Witness for Employer

	Stage 4 - Documentation and Procurement Prepare procurement and construction documentation, confirm and implement the procurement strategies and procedures for effective and timeous procurement of necessary resources for execution of the project. (1) Attend design and consultants' meetings. (2) Prepare specifications and preambles for the works. (3) Accommodate services design. (4) Check cost estimates and adjust designs and documents if necessary to remain within budget. (5) Formulate the procurement strategy for contractors or assist the principal consultant where relevant. (6) Prepare documentation for contractor procurement. (7) Review designs, drawings and schedules for compliance with approved budget. (8) Call for tenders and/or negotiation of prices and/or assist the principal consultant where relevant. (9) Liaise, co-operate and provide necessary information to the principal consultant and the other consultants as required. (10) Evaluate tenders. (11) Prepare contract documentation for signature. (12) Assist in pricing, documentation and tender evaluation as required when the detailed services for these activities are provided by others. (13) Assess samples and products for compliance and design intent. Typical deliverables will include: – Specifications. – Services co-ordination. – Working drawings. – Budget construction cost. – Tender documentation. – Tender evaluation report. – Tender recommendations. – Priced contract documentation.
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	Stage 5 - Contract Administration and Inspection Manage, administer and monitor the construction contracts and processes including preparation and coordination of procedures and documentation to facilitate practical completion of the works. (1) Attend site handover. (2) Issue construction documentation in accordance with the documentation schedule including, in the case of structural engineering, reinforcing bending schedules and detailing and specifications of structural steel sections and connections. (3) Carry out contract administration procedures in terms of the contract. (4) Prepare schedules of predicted cash flow. (5) Prepare pro-active estimates of proposed variations for client decision making. (6) Attend regular site, technical and progress meetings. (7) Review the Contractor's quality control programme and advise and agree a quality assurance plan. (8) Inspect the works for quality and conformity to contract documentation, on average once every 2 weeks during the course of the works as described in more detail in 3.3.2 for Level 1: periodic construction monitoring. (9) Review the outputs of quality assurance procedures and advise the contractor and client on the adequacy and need for additional controls, inspections and testing. (10) Adjudicate and resolve financial claims by contractor(s). (11) Assist in the resolution of contractual claims by the contractor. (12) Establish and maintain a financial control system. (13) Clarify details and descriptions during construction as required. (14) Prepare valuations for payment certificates to be issued by the principal agent. (15) Instruct, witness and review all tests and mock ups carried out both on and off site. (16) Check and approve contractor drawings for design intent. (17) Update and issue drawings register. (18) Issue contract instructions as and when required. (19) Review and comment on operation and maintenance manuals, guarantee certificates and warranties. (20) Inspect the works and issue practical completion and defects lists. (21) Arrange for the delivery of all test certificates, statutory (regulatory) and other approvals, as built drawings and operating manuals Typical deliverables will include: – Schedules of predicted cash flow. – Construction documentation. – Drawings register. – Estimates for proposed variations. – Contract instructions. – Financial control reports. – Valuations for payment certificates. – Progressive and draft final account(s) – Practical completion and defects list – All statutory certification and certificates of compliance as required by the Local and other Statutory Authorities
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Employer

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	Stage 6 - Close- Out Fulfil and complete the project close-out including necessary documentation to facilitate effective completion, handover and operation of the project. (1) Inspect and verify the rectification of defects (2) Receive, comment and approve relevant payment valuations and completion certificates (3) Facilitate and/or procure final operations and maintenance manuals, guarantees and warranties. (4) Prepare and/or procure as-built drawings and documentation. (5) Conclude the final accounts where relevant. Typical deliverables will include: – Valuations for payment certificates – Works and final completion lists – Operations and maintenance manuals, guarantees and warranties – As-built drawings and documentation – Final accounts
3.4.1	Communications by e-mail
3.5	The location for the performance of the Project is site specific as per appointment for each project.
3.6	The Service Provider may not release public or media statements or publish material related to the Services or Project under any circumstances.
3.15	Agreement will be reached on an Implementation Programme for each project.
3.15.2	The Service Provider shall update the programme at intervals not exceeding 4 weeks.
3.16	The basis of the fee proposal as per contract will be used to determine contract price adjustments for time base fees.
4.3.1(d)	The Service Provider is not required to assist in the obtaining of approvals, licenses and permits from the state, regional and municipal authorities having jurisdiction over the Project.
5.4.1	The Service Provider is required to provide professional indemnity cover in an amount of R 3,000,000 in respect of a claim without limit to the number of claims.
5.5	The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions: 1 Appointment of sub-contractors, i.e. other professionals. 2 Engagement with National, Provincial-, District or Local Authorities during planning and implementation.
7.2	The Service Provider is required to provide personnel in accordance with Personnel Schedule.
8.1	The Service Provider is to commence the performance of the Services within 30 Days of date that the Contract becomes effective, and after engagement for a specific project which forms part of the "Project" in 3.5 above.

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8.2.1	The Contract is concluded when the project is completed on date as per the approved programmed of revisions thereof.
8.4.3 (c)	The period of suspension under clause 8.5 is not to exceed 6 months.
9.1	Copyright of documents prepared for the Project shall be vested with the Employer.
11	Sub-contracting is permitted. The following will be required from the sub-contracting company; • B-BBEE status equal or higher to the appointed serves provider, • Professional registration as specified in the eligibility criteria.
12.1	Interim settlement of disputes is to be by adjudication.
12.2 / 12.3	Final settlement is by arbitration.
12.3.3	The adjudicator is the person appointed by the agreement between the two parties.
12.4.1	In the event that the parties fail to agree on an arbitrator, the arbitrator is nominated by Association of Arbitrators.
15	The interest rate will be prime interest rate of the Employers bank.
	The additional conditions of contract are: Value of site instructions on site not to exceed R 20,000 without the approval of the Employer.

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Service Provider

ME-GK-0352/5

**Supply of Mechanical Engineering for SANParks
for a period of 3 (three) years.**

C.1.2 Contract Data

Part 2: Data provided by the Service Provider

The Service Provider is advised to read the *Standard Professional Services Contract (July 2009)* published by the Construction Industry Development Board (see www.cidb.org.za) in order to understand the implications of this Data which is required to be completed.

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

Clause	Data
1	The Service Provider is. Name: To be completed on award of contract Address: To be completed on award of contract Telephone: Facsimile: E-mail:
5.3	The authorised and designated representative of the Service Provider is: Name: To be completed on award of contract The address for receipt of communications is: Address: To be completed on award of contract Telephone: Facsimile: E-mail:
1	The Period of Performance is as per implementation programme in Annexure B with the scheduled completion date is as per agreed programme and approved revisions.

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5.5 7.1.2	The Key Persons and their jobs / functions in relation to the services are:	
	Name	Specific duties

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Provider

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Part C2: Pricing data

Service
Provider

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Service
Provider

Employer

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C2.1 Pricing Instructions

1. All tenderers to price the project included. The price will be used for comparative price evaluation purposes.
2. Tenderers to complete the Pricing Schedule in full:
 - a. Comparative Percentage fee based on the cost of works.
The price submitted, must supported by a **detailed fee proposal** to demonstrate the understanding requirements of this tender. This can be a separate sheet,
 - b. Additional Services – Construction Monitoring
 - c. Time based fees – Complete the schedule provided
 - d. Acknowledgement of application of Disbursements as per the Department of Public Works
– complete the questions to acknowledge application of disbursements

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C2.2 Pricing Schedule

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C2.2 PRICING SCHEDULE

OFFER TO BE VALID FOR 84 DAYS FROM THE CLOSING DATE OF BID

NOTE: The tenderer document requires the submission of a **fee proposal** on a **Cost of Works**, based on the project below. **Tenderers to include detail calculation of Cost of Works Fees**

Normal Services

- Project Situation and Engineering Effort: Less effort
- Mechanical Projects: Influencing factors: Less effort

No	Description	No of units	Unit cost	Total
1	Installation of HVAC system	1	R 6,500,000	R 6,500,000
2	Fire suppression system	1	R 2,000,000	R 2,000,000
	Sub-Total			R 8,500,000
	VAT (15%)			R 1,275,000
	Total			R 9,775,000

Additional services: Construction monitoring for a period of 8 months

- a. Level 2: Part-time Construction Monitoring
- b. Staff requirement: Mechanical engineer technician with at least 3 yrs experience
- c. Period of construction monitoring: 8 months
- d. Site Allowances and actual expenses: To be included (travel, S&T) for a project 250km away from your offices. Accommodation to be made available by SANParks

A. Financial – Cost of Works Fee

Item No.	ITEM	Percentage	AMOUNT
1	Fee – Normal Services		
2	Additional services: Level 2 Construction Monitoring for 8 months		
	Total Fee		
	% Discount (if applicable)		
	Total Adjusted Fee		
	Value Added Tax (15%)		
	TOTAL (Please transfer to Form of Offer on Page 62) This price will be used for tender evaluation for comparative price purposes only)		

Discount

Note: If a % Discount is offered for the Cost of Works Fee, it is considered to be a standing discount for the duration of the contract.

Yes	No
Confirm discount offered for Contract Period (%)	

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B. Time based fees

No	Position	Rate per Hour
1	Professional Mechanical Engineer (Principal) > 10 years' experience	
2	Senior Mechanical Engineering Technologist with 5 years' experience or more	
3		
4		
5		

C. Disbursements

<u>Disbursements</u> The “ Rates of Reimbursable Expenses ” of the National Department of Public Works will apply for: • Typing & duplicating • Drawing duplication • Travelling costs (km rates) limited to vehicles with a 2500cc capacity and smaller. Should your company wish to submit different rates, this must be done as part of the fee proposal	I accept that Dept. of Public Works rates will apply for Disbursements as stated. Please tick relevant box	YES	NO
<u>Daily Allowance</u> The SANParks Subsistence Allowance for daily rates will apply, i.e. R 330/day for 12 hours or more. This rate will be changed to align with any new rate approved for SANParks.		YES	NO
<u>Travel time</u> Project cost-based fee: Travel time will be remunerated at 50% of hourly rate for travel greater than 1 hour and 50km per trip (2 hours and 100km per return trip) Should your company wish to submit a different proposal, please indicate below:	I accept that SANParks Subsistence Allowance for daily rates will apply	YES	NO
Alternative proposal for Travel time:			

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Part C3: Annexures

Service
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Annexure A

STANDARD PROFESSIONAL SERVICES CONTRACT (July 2009) (Third Edition of CIDB document 1014)



Pretoria
Tel: 012 343 7136 or 012 481 9030
Fax: 012 343 7153
E-mail: cidb@cidb.org.za

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PREFACE

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

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

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GENERAL CONDITIONS OF CONTRACT

1. DEFINITIONS

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

Contract

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

Contract Data

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

Contract Price

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

Day

A calendar day.

Defect

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

Deliverable

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

Employer

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

Force Majeure

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

Key Persons

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

Others

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

Parties

The Employer and the Service Provider.

Period of Performance

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

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Employer

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Employer

Personnel

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

Personnel Schedule

A schedule naming all Personnel and Key Persons.

Pricing Data

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

Project

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

Scope of Work

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

Service Provider

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

Services

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

Start date

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

Subcontractor

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

2. INTERPRETATION

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

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

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

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

3. GENERAL

3.1 Governing law

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

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3.2 Change in legislation

If after the commencement of the Contract, the cost or duration of the Services is altered as a result of changes in, or additions to, any statute, regulation or bye-law, or the requirements of any authority having jurisdiction over any matter in respect of the Project, then the Contract Price and time for completion shall be adjusted in order to reflect the impact of those changes, provided that, within 14 Days of first having become aware of the change, the Service Provider furnished the Employer with detailed justification for the adjustment to the Contract Price or Period of Performance (or both).

3.3 Language

3.3.1 The language of the Contract and of all communications between the Parties shall be English.

3.3.2 All reports, recommendations and reports prepared by the Service Provider under the Contract shall be in English.

3.4 Notices

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

3.4.2 A Party may change its address for receipt of communications by giving the other Party 30 Days advance notice of such change.

3.5 Location

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

3.6 Publicity and publication

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

3.7 Confidentiality

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

3.8 Variations

3.8.1 The Employer may, without changing the objectives or fundamental scope of the Contract, order variations to the Services in writing or may request the Service Provider to submit proposals, including the time and cost implications, for variations to the Services.

3.8.2 The reasonable cost of preparation and submission of such proposals and the incorporation into the Contract of any variations to the Services ordered by the Employer, including any change in the Contract Price, shall be agreed between the Service Provider and the Employer.

3.8.3 Where a variation is necessitated by default or breach of Contract by the Service Provider, any additional cost attributable to such variation shall be borne by the Service Provider.

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3.9 Changes to the Contract Price or Period of Performance

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

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

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

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

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

3.10 Sole agreement

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

3.11 Indemnification

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

3.12 Penalty

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

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

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

3.13 Equipment and materials furnished by the Employer

3.13.1 Equipment and materials made available to the Service Provider by the Employer, or purchased by the Service Provider with funds provided by the Employer for the performance of the Services shall

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be the property of the Employer and shall be marked accordingly. Upon termination or expiration of the Contract, the Service Provider shall make available to the Employer an inventory of such equipment and materials and shall dispose of them in accordance with the Employer's instructions.

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

3.14 Illegal and impossible requirements

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

3.15 Programme

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

- a) the order and timing of operations by the Service Provider and any actions, access to people, places and things and work required of the Employer and Others;
- b) the dates by which the Service Provider plans to complete work needed to allow the Employer and

Others to undertake work required of them;

c) provisions for float;

d) the planned completion of the Services or part thereof in relation to a Period of Performance; and

e) other information as required in terms of the Scope of Work or Contract Data.

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

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

3.15.3 The Service Provider shall update the programme:

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

3.16 Price adjustment to time-based fees for inflation

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

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

$(CPI_n - CPI_s) / CPI_s$ where CPI_s = the indices specified in the Contract Data during the month in which the start date falls

CPI_n = the latest indices specified in Contract Data during the month in which the anniversary of the Start Date falls.

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4. EMPLOYER'S OBLIGATIONS

4.1 Information

4.1.1 The Employer shall timeously provide to the Service Provider, free of cost, all available information and data in the Employer's possession which may be required for the performance of the Services.

4.1.2 The Employer shall provide the Service Provider with reasonable assistance required in obtaining other relevant information that the latter may require in order to perform the Services.

4.2 Decisions

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

4.3 Assistance

4.3.1 The Employer shall co-operate with the Service Provider and shall not interfere with or obstruct the proper performance of the Services. The Employer shall as soon as practicable:

- a) authorise the Service Provider to act as his agent insofar as may be necessary for the performance of the Services;
- b) provide all relevant data, information, reports, correspondence and the like, which become available;
- c) procure the Service Provider's ready access to premises, or sites, necessary for the performance of the Services;
- d) assist in the obtaining of all approvals, licenses and permits from state, regional and municipal authorities having jurisdiction over the Project, unless otherwise stated in the Contract Data;

4.3.2 Unless otherwise communicated, the authorised and designated person named in the Contract Data has complete authority in giving instructions and receiving communications on the Employer's behalf and interpreting and defining the Employer's policies and requirements in regard to the Services.

4.4 Services of Others

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

4.5 Notification of material change or defect

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

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

4.6 Issue of instructions

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

4.7 Payment of Service Provider

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

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5. SERVICE PROVIDER'S OBLIGATIONS

5.1 General

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

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

5.2 Exercise of authority

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

5.3 Designated representative

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

5.4 Insurances to be taken out by the Service Provider

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

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

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

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

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

5.6 Co-operation with Others

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

5.7 Notice of change by Service Provider

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

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6. CONFLICTS OF INTEREST

6.1 Service Provider not to benefit from commissions, discounts, etc.

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

6.2 Royalties and the like

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

6.3 Independence

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

7. SERVICE PROVIDER'S PERSONNEL

7.1 General

7.1.1 The Service Provider shall employ and provide all qualified and experienced Personnel required to perform the Services.

7.1.2 Where required in terms of the Contract, the Service Provider shall provide Key Persons as listed in the Contract Data to perform specific duties. If at any time, a particular Key Person cannot be made available, the Service Provider may engage a replacement who is equally or better qualified to perform the stated duty, subject to the Employer's approval, which approval shall not be unreasonably withheld.

7.1.3 Where the fees for the Services are time-based, the fee payable for a person provided as a replacement to a named Key Person shall not exceed that which would have been payable to the person replaced.

7.1.4 The Service Provider shall bear all additional costs arising out of or incidental to replacement of Personnel, except where such replacement is otherwise provided for in the Contract.

7.1.5 The Service Provider shall take all measures necessary and shall provide all materials and equipment necessary to enable Personnel to perform their duties in an efficient manner.

7.2 Provision of Personnel in terms of a Personnel Schedule

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

7.2.2 Where the Service Provider proposes to utilise a person not named in the Personnel Schedule, he shall submit the name, relevant qualifications and experience of the proposed replacement person

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to the Employer for approval. Should the Employer not object in writing within 10 Days of receipt of such notification, the replacement shall be deemed to have been approved by the Employer.

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

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

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

8. COMMENCEMENT, COMPLETION, MODIFICATION, SUSPENSION AND TERMINATION

8.1 Commencement of Services

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

8.2 Completion

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

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

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

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

8.2.4 The Employer shall, within 30 Days of receipt of a detailed request, grant such extension to the Period of Performance as may be justified, either prospectively or retrospectively, or inform the Service Provider that he is not entitled to an extension. Should the Service Provider find the decision of the Employer to be unacceptable he shall, nevertheless, abide by such decision in the performance of the Services and the matter shall be dealt with as a dispute in terms of Clause 12.

8.3 Force Majeure

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

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

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

8.4 Termination

8.4.1 The Employer may terminate the Contract:

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

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

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

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

8.4.4 Upon termination of this Contract pursuant to Clauses 8.4.1 or 8.4.3, the Employer shall remunerate the Service Provider in terms of the Contract for Services satisfactorily performed prior to the effective date of termination and reimburse the Service Provider any reasonable cost incident to the prompt and orderly termination of the Contract, except in the case of termination pursuant to events (c) and (d) of Clause 8.4.1.

8.4.5 Should the Service Provider, being an individual or the last surviving principal of a partnership or body corporate, die or be prevented by illness or any other circumstances beyond his control from

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performing the obligations implied by the Contract, the Contract shall be terminated without prejudice to the accrued rights of either Party against the other.

8.5 Suspension

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

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

8.6 Rights and liabilities of the Parties

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

9. OWNERSHIP OF DOCUMENTS AND COPYRIGHT

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

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

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

10. SUCCESSION AND ASSIGNMENT

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

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

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

(a) by a charge in favour of the Service Provider's bankers of any monies due or to become due under the Contract; or

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(b) by assignment to the Service Provider's insurers of the Service Provider's right to obtain relief against any other person liable in cases where the insurers have discharged the Service Provider's loss or liability.

10.4 The approval of an assignment by the Employer shall not relieve the Service Provider of his obligations for the part of the Contract already performed or the part not assigned.

10.5 If the Service Provider has assigned his Contract or part thereof without authorization, the Employer may forthwith terminate the Contract and the third party will have no claim against the Employer resulting from such termination.

11. SUBCONTRACTING

11.1 A Service Provider may not subcontract any work which he has the skill and competency to perform, unless otherwise permitted in the Contract Data.

11.2 A subcontract, where permitted in terms of the Contract Data, shall be valid only if it is a written agreement by which the Service Provider entrusts performance of a part of the Services to Others.

11.3 The Service Provider shall not subcontract to nor engage a Subcontractor to perform any part of the Services without the prior written authorization of the Employer. The services to be sub-contracted and the identity of the Subcontractor shall be notified to the Employer. The Employer shall, within 14 Days of receipt of the notification and a full motivation why such services are to be subcontracted, notify the Service Provider of his decision, stating reasons, should he withhold such authorization. If the Service Provider enters into a subcontract with a Subcontractor without prior approval, the Employer may forthwith terminate the Contract.

11.4 The Employer shall have no contractual relationships with Subcontractors. However, if a Subcontractor is found by the Employer to be incompetent, the Employer may request the Service Provider either to provide a Subcontractor with qualifications and experience acceptable to the Employer as a replacement, or to resume the performance of the relevant part of the Services himself.

11.5 The Service Provider shall advise the Employer without delay of the variation or termination of any subcontract for performance of all or part of the Services.

11.6 The Service Provider shall be responsible for the acts, defaults and negligence of Subcontractors and their agents or employees in the performance of the Services, as if they were the acts, defaults or negligence of the Service Provider, his agents or employees. Approval by the Employer of the subcontracting of any part of the Contract or of the engagement by the Service Provider of Subcontractors to perform any part of the Services shall not relieve the Service Provider of any of his obligations under the Contract.

12. RESOLUTION OF DISPUTES

12.1 Settlement

12.1.1 The Parties shall negotiate in good faith with a view to settling any dispute or claim arising out of or relating to the Contract and may not initiate any further proceedings until either Party has, by written notice to the other, declared that such negotiations have failed.

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12.1.2 Any dispute or claim arising out of or relating to the Contract which cannot be settled between the Parties shall in the first instance be referred by the Parties to either mediation or adjudication as provided for in the Contract Data

12.2 Mediation

12.2.1 If the Contract Data does not provide for dispute resolution by adjudication, not earlier than 14 Days after having advised the other Party, in terms of Clause 12.1, that negotiations in regard to a dispute have failed, an aggrieved Party may require that the dispute be referred, without legal representation, to mediation by a single mediator. The mediator shall be selected by agreement between the Parties, or, failing such agreement, by the person named for this purpose in the Contract Data. The costs of the mediation shall be borne equally by the Parties.

12.2.2 The mediator shall convene a hearing of the Parties and may hold separate discussions with any Party and shall assist the Parties in reaching a mutually acceptable settlement of their differences through means of reconciliation, interpretation, clarification, suggestion and advice. The Parties shall record such agreement in writing and thereafter they shall be bound by such agreement.

12.2.3 The mediator is authorised to end the mediation process whenever in his opinion further efforts at mediation would not contribute to a resolution of the dispute between the Parties.

12.2.4 If either Party is dissatisfied with the opinion expressed by the mediator or should the mediation fail, then such Party may require that the dispute be referred to arbitration or litigation in a competent civil court, as provided for in the Contract Data.

12.3 Adjudication

12.3.1 If the Contract Data does not provide for dispute resolution by mediation, an aggrieved Party may refer the dispute to adjudication. Adjudication shall be in accordance with the latest edition of the separately published CIDB Adjudication Procedures.

12.3.2 The adjudicator shall be appointed in terms of the Adjudicator's Agreement bound in the Construction Industry Development Board's Adjudication Procedure.

12.3.3 The Adjudicator shall be any person agreed to by the parties or, failing such agreement, shall be nominated by the person named in the Contract Data. The Adjudicator shall be appointed in accordance with the Adjudicator's Agreement contained in the CIDB Adjudication Procedure.

12.3.4 If a Party is dissatisfied with the decision of the Adjudicator, the Party may give the other Party notice of dissatisfaction within 28 Days of the receipt of that decision and refer the dispute to arbitration or litigation in a competent civil court as provided for in the Contract Data. If no notice of dissatisfaction is given within the specified time, the decision shall be final and binding on the Parties.

12.4 Arbitration

12.4.1 Arbitration, where provided for in the Contract Data, shall be by a single arbitrator in accordance with the provisions of the Arbitration Act of 1965 as amended and shall be conducted in accordance with such procedure as may be agreed between the Parties or, failing such agreement, in accordance with the Rules for the Conduct of Arbitrations published by the Association of Arbitrators current at the date the arbitrator is appointed.

12.4.2 The arbitrator shall be mutually agreed upon or, failing agreement, to be nominated by the person named in the Contract Data.

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13. LIABILITY

13.1 Liability of the Service Provider

13.1.1 The Service Provider shall be liable to the Employer arising out of or in connection with the Contract if a breach of Clause 5.1 is established against him.

13.1.2 The Service Provider shall correct a Defect on becoming aware of it. If the Service Provider does not correct a Defect within a reasonable time stated in a notification and the Defect arose from a failure of the Service Provider to comply with his obligation to provide the Services, the Service Provider shall pay to the Employer the amount which the latter assesses as being the cost of having such Defect corrected by Others.

13.1.3 All persons in a joint venture or consortium shall be jointly and severally liable to the Employer in terms of this Contract and shall carry individually the minimum levels of insurance stated in the Contract Data, if any.

13.2 Liability of the Employer

The Employer shall be liable to the Service Provider arising out of or in connection with the Contract if a breach of an obligation of his in terms of the Contract is established. The Service Provider shall have no separate delictual right of action against the Employer.

13.3 Compensation

If it is established that either Party is liable to the other, compensation shall be payable only on the following terms:

(a) Compensation shall be limited to the amount of reasonably foreseeable loss and damage suffered as a result of the breach.

(b) In any event, the amount of compensation will be limited to the amount specified in Clause 13.5.

13.4 Duration of Liability

Notwithstanding the terms of the Prescription Act No. 68 of 1969 (as amended) or any other applicable statute of limitation neither the Employer nor the Service Provider shall be held liable for any loss or damage resulting from any occurrence unless a claim is formally made within the period stated in the Contract Data or, where no such period is stated, within a period of three years from the date of termination or completion of the Contract.

13.5 Limit of Compensation

13.5.1 Unless otherwise indicated in the Contract Data, the maximum amount of compensation payable by either Party to the other in respect of liability under the Contract is limited to:

a) the sum insured in terms of 5.4 in respect of insurable events; and

b) the sum stated in the Contract Data or, where no such amount is stated, to an amount equal to twice the amount of fees payable to the Service Provider under the Contract, excluding reimbursement and expenses for items other than salaries of Personnel, in respect of non-insurable events.

13.5.2 Each Party agrees to waive all claims against the other insofar as the aggregate of compensation which might otherwise be payable exceeds the aforesaid maximum amount payable.

13.5.3 If either Party makes a claim for compensation against the other Party and this is not established, the claimant shall reimburse the other for his reasonable costs incurred as a result of the claim or if proceedings are initiated in terms of Clause 12 for such costs as may be awarded.

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13.6 Indemnity by the Employer

Unless otherwise indicated in the Contract Data, the Employer shall indemnify the Service Provider against all claims by third parties which arise out of or in connection with the performance of the Services save to the extent that such claims do not in the aggregate exceed the limit of compensation in Clause 13.5, if applicable, or are covered by the insurances arranged under the terms of Clause 5.4.

13.7 Exceptions

13.7.1 Clauses 13.5 and 13.6 shall not apply to claims arising from deliberate misconduct.

13.7.2 The Service Provider shall have no liability whatsoever for actions, claims, losses or damages occasioned by:

- a) the Employer omitting to act on any recommendation, or overriding any act, decision or recommendation, of the Service Provider, or requiring the Service Provider to implement a decision or recommendation with which the Service Provider disagrees or on which he expresses a serious reservation; or
- b) the improper execution of the Service Provider's instructions by agents, employees or independent contractors of the Employer.

14. REMUNERATION AND REIMBURSEMENT OF SERVICE PROVIDER

The Employer shall remunerate and reimburse the Service Provider for the performance of the Services as set out in the Pricing Data. If not otherwise stated in the Pricing Data, the following shall apply:

14.1 The Service Provider shall be entitled to render interim monthly accounts for fees and reimbursements throughout the duration of the Contract. Interim amounts of lump sum fees due shall be based on progress.

14.2 Amounts due to the Service Provider shall be paid by the Employer within thirty (30) Days of receipt by him of the relevant invoices. If the Service Provider does not receive payment by the due date, he shall be entitled to charge interest on the unpaid amount, which is payable by the Employer, at the prime interest rate charged by his bank and certified by such bank, plus 2% per annum, and calculated from the due date of payment.

14.3 If any item or part of an item in an invoice submitted by the Service Provider is disputed by the Employer, the latter shall, before the due date of payment, give notice thereof with reasons to the Service Provider, but shall not delay payment of the balance of the invoice. Clause 14.2 shall apply to disputed amounts which are finally determined to be payable to the Service Provider.

14.4 In respect of Services charged for on a time-basis and all other reimbursable expenses the Service Provider shall maintain records in support of such charges and expenses for a period of twenty four months after the completion or termination of the Contract. Within this period the Employer may, on not less than 14 Days' notice, require that a reputable and independent firm of accountants, nominated by him at his expense, audit any claims made by the Service Provider for time charges and expenses by attending during normal working hours at the office where the records are maintained.

15 AMOUNTS DUE TO THE EMPLOYER

Amounts due to the Employer shall be paid by the Service Provider within thirty (30) Days of receipt by him of the relevant invoices. If the Employer does not receive payment by the due date, he shall be

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entitled to charge interest on the unpaid amount, which is payable by the Service Provider, at the rate stated in the Contract Data, calculated from the due date for payment.

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Witness for
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PERSONNEL SCHEDULE

NAME	TITLE	JOB DESCRIPTION	QUALIFICATIONS	ESTIMATED PERIOD OF ENGAGEMENT (weeks)
To be completed on award of contract				

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Annexure B

REMEMBER TO SUBMIT THE FOLLOWING DOCUMENTS

QUALITY EVALUATION

1) Portfolio

A list/portfolio of projects which describes the projects in detail, explaining the relevance to SANParks requirements i.e. covers the Mechanical fields and typical work requirements of SANParks.

2) Green Technology Design Experience

3) Reference letters

References letters from clients on performance of projects. Each reference letter must have:

- Client
- Description of works
- Value of project
- Performance level

4) CV's of staff & ECSA Registration certificates

Professional Mechanical Engineer (Principal) > 10 years' experience

Professional Mechanical Engineering Technologist with 5 years' experience or more

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EXAMPLE OF REFERENCE LETTER TO BE OBTAINED BY TENDERER FOR SELECTED PROJECTS

TO: ATTENTION: NAME OF CONTACT COMPANY: COMPANY SUBMITTING TENDER CONTACT NO: EMAIL: REFERENCE: NAME OF PROJECT	Logo of Company providing the Reference
--	---

Client:
Description of Works/Project:
Project Value:
Project Duration:
Project site:
Statement of Performance level:

Name and surname of person providing this reference:.....

Signature:

Date:

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LEGAL COMPLIANCE DOCUMENTS

- 1) An original and valid B-BBEE Status Level verification Certificate or certified copy thereof
- 2) EME or QSE Sworn Affidavits (templates attached below)
- 3) Proof of registration of Closed Corporation or Company or other legal entities applicable to tender - Certified copy
- 4) National Treasury Central Supplier Database (CSD) Registration Report – Compulsory
- 5) Tax Clearance Certificate – Certified copy or PIN to access information
- 6) Proof of professional registration of Engineers with ECSA – Mandatory
- 7) Proof of Professional Indemnity Insurance of R 3 million.

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Witness for
Service
Provider

Employer

Witness for
Employer

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE - GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner (**Select one**) of the following enterprise and am duly authorised to act on its behalf.

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Vat Number (If applicable)	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of “Black People”	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians – (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation- i. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;”
Definition of “Black Designated Groups”	“Black Designated Groups means: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;”

Service
Provider

Witness for
Service
Provider

Employer

Witness for
Employer

3. I hereby declare under Oath that:

- The Enterprise is _____% Black Owned using the flow-through principle as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
 - Black Youth % = _____%
 - Black Disabled % = _____%
 - Black Unemployed % = _____%
 - Black People living in Rural areas % = _____%
 - Black Military Veterans % = _____%
- Based on the Audited Financial Statements/Financial Statements and other information available on the latest financial year-end of _____ (DD/MM/YYYY), the annual Total Revenue was R10,000,000.00 (Ten Million Rands) or less
- Please Confirm on the below table the B-BBEE Level Contributor, by ticking the applicable box.

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At least 51% Black Owned	Level Two (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	Level Four (100% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

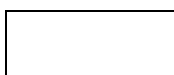
Deponent Signature: _____

Date : _____

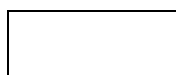
Commissioner of Oaths

Signature & stamp

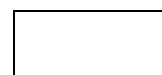
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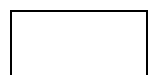
Service
Provider



Witness for
Service
Provider



Employer



Witness for
Employer

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE - GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner (**Select one**) of the following enterprise and am duly authorised to act on its behalf.

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Vat Number (If applicable)	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of “Black People”	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians – (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation- i. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;”
Definition of “Black Designated Groups”	“Black Designated Groups means: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;”

Service
Provider

Witness for
Service
Provider

Employer

Witness for
Employer

3. I hereby declare under Oath that:

- The Enterprise is _____% Black Owned using the flow-through principle as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
 - Black Youth % = _____%
 - Black Disabled % = _____%
 - Black Unemployed % = _____%
 - Black People living in Rural areas % = _____%
 - Black Military Veterans % = _____%
- Based on the Audited Financial Statements/ Financial Statements and other information available on the latest financial year-end of _____ (DD/MM/YYYY), the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),
- Please confirm on the table below the B-BBEE level contributor, by ticking the applicable box.

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At Least 51% black owned	Level Two (125% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

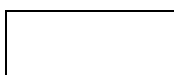
Deponent Signature: _____

Date: _____

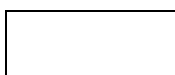
Commissioner of Oaths

Signature & stamp

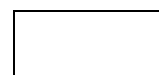
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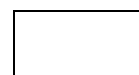
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Witness for
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Employer



Witness for
Employer