Province of the
EASTERN CAPE
PUBLIC WORKS & INFRASTRUCTURE

PROCUREMENT OF PROFESSIONAL CIVIL AND STRUCTURAL ENGINEERING SERVICES FOR THE CONSTRUCTION OF NEW DUMALISILE TRADITIONAL COUNCIL FOR THE DEPARTMENT OF COGTA

CHR5-26/27-0030

NAME OF COMPANY: _____

CSD Nr: _____

CLOSING DATE: _____ **04 NOVEMBER 2026**

CLOSING TIME: _____ **11H00**

ISSUED BY:
SUPPLY CHAIN MANAGEMENT
EASTERN CAPE DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE
NO.1 CREAMERY ROAD
OLD CPA BUILDING
KINGS PARK
KOMANI
5320

EXPANDED PUBLIC WORKS PROGRAMME
CONTRIBUTION TO A NATION AT WORK
2030 NDP

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PART T1: TENDER PROCEDURES

T1.1 Tender Notice and Invitation to Tender

The Eastern Cape Department Public Works and Infrastructure invite Professional Service Providers for the **PROCUREMENT OF PROFESSIONAL CIVIL AND STRUCTURAL ENGINEERING SERVICES FOR THE CONSTRUCTION OF NEW DUMALISILE TRADITIONAL COUNCIL FOR THE DEPARTMENT OF COGTA**

Bidders are here invited to submit bids for the above indicated service. Tender documents are downloadable free of charge from the Department of Public Works and Infrastructure website (www.ecdpw.gov.za/tenders) or from the National Treasury's tender portal (http://www.etender.gov.za/content/advertised-tenders) from **20 October 2026.** No tender documents will be available in the departmental offices.

NOTE: BIDDERS INTENDING TO RENDER SERVICES WITH THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE WILL BE SUBJECTED TO THE SECURITY SCREENING AND VETTING PRIOR TO THE AWARD OF THE TENDER.

Eastern Cape Department of Public Works and Infrastructure will enter into a contract with the successful tenderer. The contract will be based on the **CIDB Professional services contract (Third edition) 2009.**

Only tenderers who have suitable experience and qualified personnel in providing similar services as required are eligible to tender.

NB: The preferred tenderer will be required to submit an approved insurer undertaking to provide the Professional Indemnity Policy standard after 21 days of appointment.

ENQUIRIES: Queries relating to the issue of these documents may be addressed in writing through email:Babalwa.mshede@ecdpw.gov.za. **Technical enquiries:** may be addressed in writing to: Siviwe.gade@ecdpw.gov.za.

CLOSING DATE AND TIME: Completed bid documents in a sealed envelope endorsed with the relevant bid number, bid description and the closing, must be deposited in the bid box not later than **11H00** on the **04 November 2026** when bids will be opened in public.

PHYSICAL ADDRESS OF THE BID BOX: Department of Public Works & Infrastructure, NO.1 CREAMERY ROAD, OLD CPA BUILDING, KINGS PARK, KOMANI, 5320

Bidders including those submitting via courier service, must ensure that their bids are deposited in the Departmental bid box, situated at the ground floor of the address mentioned above, prior to the closing date and time. The Department will not accept responsibility if bids are not timely deposited in the Bid Box.

BIDDER MUST NOTE: Telegraphic, telephonic, facsimile, e-mail and bids received after the closing date and time will not be accepted for consideration and where practicable, be returned unopened to the Bidder(s).

B. BID EVALUATION:

THIS BID WILL BE EVALUATED IN TWO (2) PHASES AS FOLLOWS:

Phase One: Compliance, responsiveness to the bid rules and conditions,
Phase Two: Bidders passing the stage above will be evaluated on PPPFA and PPR 2022.

PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT (PPPFA) AND PREFERENTIAL PROCUREMENT REGULATIONS 2022 WILL APPLY AND PREFERENCE POINTS WILL BE AWARDED AS FOLLOWS:

Maximum points for Price	-	**80 points**
Maximum points for Specific Goals	-	**20 points**
Maximum points	-	**100 points**

C. BID SPECIFICATIONS, CONDITIONS AND RULES:

- Other minimum specifications, bid evaluation criteria, bid conditions and rules are detailed in this bid document.
- Bidders must be registered on the National Treasury Central Supplier Data Base prior award and where possible, proof of registration should be submitted with the proposal (https://secure.csd.gov.za).
- The Department of Public Works & Infrastructure Supply Chain Management (SCM) policy will apply.
- Validity period is **90 days** from the closing date and time.

D. ENQUIRIES WITH REGARD TO THIS ADVERT MAY BE DIRECTED TO:

- **SCM RELATED ENQUIRIES**
  Contact Person: Ms. Babalwa Mshede
  Tel No.: 083 281 1298
  Email Address: babalwa.mshede@ecdpw.gov.za

- **TECHNICAL RELATED ENQUIRIES**
  Contact Person: Mrs. Siviwe Gade
  Tel No.: 083 281 0977
  Email Address: Siviwe.gade@ecdpw.gov.za

FOR COMPLAINTS, FRAUD, & TENDER ABUSE:
Call: 0800 701 701

T1.2 Tender Data

The conditions of tender are the latest edition of SANS 10845-3, *Standard conditions of tender*.
SANS 10845-3 makes 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 provisions of SANS 10845-3 *and* as contained in **Annexure C** of **Standard for Uniformity in Construction Procurement (Board Notice 423 Government Gazette No 42622 of August 2019)**.

Each item of data given below is cross-referenced to the clause in SANS 10845-3 to which it mainly applies.

Clause number	Tender Data
3.1	The Employer is Department of Public works and Infrastructure – Eastern Cape Province
3.2	The tender documents issued by the employer comprise the following documents: **THE TENDER** **Part T1: Tendering procedures** T1.1 - Tender notice and invitation to tender T1.2 - Tender data **Part T2 : Returnables 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 Instructions C2.2 - Pricing schedule **Part C3: Scope of work** C3 - Scope of work **Part C4: Site information** C4.1 - Site information
3.3	The tender documents issued by the employer comprise the documents listed on the contents page
3.4	The employer's agent is: **Name:** Siviwe Gade **Address**: No. 1 Creamery Road, Old CPA Building, Kings Park, Komani, 5320 **Company Name:** Department of Public Works and Infrastructure **Contact Number: 083 281 0977** **E-mail Add:** Siviwe.Gade@ecdpw.gov.za
3.5	The language for communications is English
3.6	The competitive negotiation procedure shall be applied.
3.7	Method 2: Two stage procurement procedures shall be applied.

4	**Tender's obligations**
4.1	• Only those Tenderers who satisfy the eligibility criteria and who provide the required evidence in their tender submissions are eligible to submit tenders and have their tenders evaluated. • At least one of the company directors is registered with Engineering Council of South Africa (ECSA) as Professional Engineer/Professional Engineering Technologist (Civil/Structural). • Tax matters are in order prior award. • Directors or company is not in the Treasury's database of restricted suppliers
4.2	The Employer **will not** compensate the Tenderers for any costs incurred in the preparation and submission of a tender offer, including the cost of the tender being registered with Engineering Council of South Africa (ECSA).
4.3	It is the responsibility of the tenderer to check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.
4.4	**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.
4.5	Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are incorporated into the tender documents by reference.
4.6	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, to take the addenda into account.
4.7	**Seek clarification** *Request clarification of the tender documents, if necessary, by notifying the employer at least* ***5*** **(Five) working days** ***before the closing time stated in the tender data.***
4.8	Tenderers are required to indicate the rates and currencies in RSA Rand.
4.8(a)	If after the commencement of the Contract, the cost or duration of the services is altered as a result of changes in, the amount of the main contractor or contract amount from which fee account/estimate were based, or amounts or additions to, any statute, regulation or by-laws, 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 90 days of first having become aware of the change, the Service Provider furnished the Employer with detailed justification to the Price or Period of the Performance (or both).
4.9	Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer or to correct errors made by the tenderer and ensure that all signatories to the tender offer initial all such alterations. Do not make erasures using masking fluid.
4.10	Main tender offers are not required to be submitted together with alternative tenders.
4.11	No alternative tender offers will be considered
4.12.1	Parts of each tender offer communicated on paper shall be submitted as original. Submit:

	a) The parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with a translation of any documentation in a language other than the language of communication established in 3.5, and b) The parts communicated electronically by the employer of its agents on paper format with the tender.
4.12.2	Sign the original and all copies of the tender offer where required in terms of the tender data. **NOTE** The employer holds all authorized signatories liable on behalf of the tenderer.
4.12.4	The Employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are: **Location of Tender Box** **PHYSICAL ADDRESS: DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE,** **NO. 1 CREAMERY ROAD,** **OLD CPA BUILDING,** **KINGS PARK,** **KOMANI,** **5320** **Identification details: PROCUREMENT OF PROFESSIONAL CIVIL AND STRUCTURAL ENGINEERING SERVICES FOR THE CONSTRUCTION OF NEW DUMALISILE TRADITIONAL COUNCIL FOR THE DEPARTMENT OF COGTA** **Closing Date: 04 November 2026** **Time: 11:00AM**
4.12.5	The tenderer is required to submit with his tender the following certificates: 1) Valid professional registration certificate with ECSA, at least one company director and professionals to be assigned on the projects.
4.12.6	A two-envelope procedure will not be required.
4.12.7	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted. The tenderer accepts that the employer does 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.
4.13	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender. 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. Proof of posting shall not be accepted as proof of delivery. Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of the standard conditions of tender in this part of SANS 10845 apply equally to the extended deadline.
4.14.1	The tender offer validity period is **90 days**. 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. 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. Extend the period of the tender security, if any, to cover any agreed extension requested by the employer.
4.14.2	**Placing of contractors under restrictions / withdrawal of tenders** If any tenderer who has submitted a tender offer has, as relevant: withdrawn such tender or quotation after the advertised closing date and time for the receipt of submissions; after having been notified of the acceptance of his tender, failed or refused to commence the contract; had their contract terminated for reasons within their control without reasonable cause; offered, promised or given a bribe in relation to the obtaining or the

	execution of such contract; acted in a fraudulent, collusive or anti-competitive or improper manner or in bad faith towards the Provincial Government; or, made any incorrect statement in any affidavit or declaration with regard to a preference claimed and is unable to prove to the satisfaction of the Provincial Government that the statement was made in good faith or reasonable steps were taken to confirm the correctness of the statements, such tenderer/s may be placed under restriction from tendering with the state. Procedures are outlined in the EC SCM Policy for Infrastructure procurement and Delivery Management and on **CIDB** Practice Note #30. Excerpts of the policy can be availed on request of any interested tenderer.
4.15	The preferred tenderer will be required to submit an approved insurer undertaking to provide the Professional Indemnity Policy standard after 21 days of appointment
5	**Employer's undertakings**
5.1	The Employer will respond to requests for clarification received up to **Five (5) working days** before the tender closing time. If, as a result of the issuing of addenda, it is necessary to extend the closing time stated in the tender data, grant such extension and notify all respondents accordingly.
5.2	The employer shall issue addenda until **Five (5) working days** before tender closing time.
5.3	Tenders will be opened immediately after the closing time for tenders at **11:00am hours.**
5.4	Do not disclose to tenderers, or to any 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.
5.5	Determine, after opening and before detailed evaluation, whether each tender offer that was properly received a) complies with the requirements of the standard conditions of tender in this part of SANS 10845, b) has been properly and fully completed and signed, and c) is responsive to the other requirements of the tender documents. A responsive tender is one that conforms to all the terms, conditions, and scope of work of the tender documents, without material deviation or qualification. A material deviation or qualification is one which, in the employer's opinion, would d) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the scope of work, e) significantly change the employer's or the tenderer's risks and responsibilities under the contract, or f) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified. Reject a non-responsive tender offer, and do not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.
5.6	**Arithmetical errors, omission and discrepancies** 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. For Vat related discrepancies, National and Provincial Treasury prescripts in relation to VAT procedures apply.
5.7.1	The financial offer will be reduced on a comparative basis using the Tender Assessment Schedule.

Table F.1: Formulae for calculating the value of A

Formula	Comparison aimed at achieving	Option 1[a]	Option 2[a]
1	Highest price or discount	$A = \left(1 + \frac{(P - P_m)}{P_m}\right)$	$A = P/P_m$
2	Lowest price or percentage commission / fee	$A = \left(1 - \frac{(P - P_m)}{P_m}\right)$	$A = P_m/P$
a	P_m is the comparative offer of the most favourable comparative offer. P is the comparative offer of the tender offer under consideration.		

5.7.2 The procedure for the evaluation of responsive tenders is **Method 2: Price and Preference**.

PHASE ONE: COMPLIANCE, RESPONSIVENESS TO THE BID RULES AND CONDITIONS:

A. Bidders' proposals must meet the following minimum requirements and supporting documents must be submitted with the completed bid document in a sealed envelope in the bid box at the closing date and time. Failure to comply will automatically eliminate the bid for further consideration:

1. This bid document must be submitted in its original format.
2. Bids which are late, incomplete, unsigned or submitted by facsimile or electronically, will not be accepted.
3. At least one of the company directors (as indicated on the Registration certificate/CSD) must be registered with the Engineering Council of South Africa (ECSA) as Professional Engineer or Technologist: Civil/Structural and must attach a copy of Professional Registration certificate. The verification of professional registration status will be verified with the council online.
4. Bidders must be a legal entity or partnership or consortia.
5. Form of offer must be fully completed and signed. Incomplete or unsigned form of offer will lead to a bidder being declared non-responsive.
6. If the Bid Sum (amount in words) differ from the Bid Sum (amount in figures), the Bid Sum (amount in words) will govern. Failure to complete the Bid Sum (amount in words) will automatically invalidate the offer submitted.
7. The amount reflected on the Form of offer takes precedence over any other total amount indicated elsewhere in bidder's tender submission. If the form of offer has no value or figure, the bidder will be regarded as having made no offer and will be regarded as non-responsive.
8. SBD 4- Bidder's Disclosure must be fully completed and signed. In the event that the bidder or any 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, such interest must be disclosed on question **2.4.1**. Incomplete or unsigned or poorly completed forms SBD 4 will lead to a bidder being declared non-responsive.
9. Compulsory Enterprise Questionnaire must be fully completed and signed. JV partners must complete separate Questionnaire forms and submit. Incomplete or unsigned Compulsory Enterprise Questionnaire will lead to a bidder being declared non-responsive.

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10. Resolution to Sign where applicable must be completed and signed. Incomplete or unsigned or poorly completed resolution to sign where applicable will lead to a bidder being declared non-responsive.
11. Only one offer per item per bidder is allowed and alternative offers will not be considered. If more than one offer per item is received, none of the offers will be considered. Bidders are also not allowed to submit a bid whilst they are in agreements with other bidders in the form of joint ventures or consortiums.

B. Other Conditions of bid (non-eliminating):

1. The bidder must be registered on the Central Supplier Database (CSD) prior the award.
2. All bidders' tax matters must be in order prior to award. Bidders' tax matters will be verified through CSD and status compliance PIN. In cases where the bidder's status is found non-compliant, the bidder will be granted 7 days to correct the status. A bidder that fails to rectify its tax matters with SARS will be declared non-responsive.
3. Bidders must note that in addition to being tax complaint at the time of award of the contract, which will be verified with SARS or the CSD, it is incumbent upon the successful bidder/s to ensure that they are at all times tax compliant over the entire duration of the contract. Failure to ensure tax compliance may prevent the Department from issuing orders when goods/services are required. In such instances, the Department reserves the right to procure outside of the contract. Furthermore, if the Department is prevented from obtaining the relevant goods/services on the contract, such constitutes a breach of contract and will be dealt with accordingly, including the recovery of damages/adverse costs where applicable. In instances whereby the bidder is found non-compliant during the time of payment for goods/services rendered, the bidder will be afforded 7 days to rectify their tax matters.
4. Invoices must be submitted to the department, office number G07, at No. 1 Creamery Road, Kings Park, Queenstown, 5320 OR sent through email to **Invoices.chrishani@ecdpw.gov.za**.
5. A risk assessment shall be performed on the tender submission of the highest ranked tender who scored the highest number of tender evaluation points to ascertain if any of the following, present an unacceptable commercial risk.
   (a) unduly high or unduly low tendered rates or amounts in the tender offer;
   (b) capacity and capabilities of the bidder;
   (c) arithmetic errors.
6. The department may approach the tenderer if in the opinion of the department it presents an unacceptable commercial risk, provided that such negotiations will not affect the competitive position of the tenderer.
7. As part of the risk assessment methods, bidders are requested to submit with their bids the following information:
   (a) a minimum of three (3) written contactable references for where they were performing duties as a Professional Engineer OR Professional Engineering Technologist OR Technician: Civil and Structural work or similar nature successfully completed (clearly indicating client name, contract value, contract term, contact person, contact details). Refer to Annexure D, E and F. This is not an elimination factor, but important for the department to make decision.
8. The tenderer has offered a market-related offer. If the offer is believed not to be market related, the department, through its Supply Chain Management processes will attempt to negotiate the offer with identified bidder/s to a

reasonable amount. Bidders are not allowed to increase their tender offers during this process

9. Bidders need to complete and sign SBD 6.1 to claim points for specific goals. Failure will lead to the non-awarding of points for specific goals.
10. If the offer is "Vat Inclusive", the VAT registration number of service provider must be indicated and if a service provider is not a VAT Vendor but include VAT in its prices, the successful service provider will be given 14 days to register as a VAT Vendor with SARS, after the issuing of an appointment letter. If a bidder is a VAT vendor/registered, the bidder is required to explicitly state the VAT amount. VAT vendors must include VAT at 15% in the bid offer(s).
11. The Department will contract with the successful bidder by signing a formal contract.
12. This tender will be awarded as a whole. All trades listed in the Pricing schedule must be priced for (except provisional sums and allowances which also need to be added to the total), failure to do so will increase the commercial risk of the bid and may lead to elimination or passing over of the bidder.
13. Wherever a brand name is specified in this document (i.e. specifications, pricing schedule, bill of quantities or anywhere), the department requires an item similar/equivalent or better.
14. DPWI applicable policies apply.
15. Protection of personal information: Consent (POPIA).
16. The successful tenderer (after being informed) will be required to bring along an unsigned copy of the form of contract to be signed by parties (e.g. CIDB Professional Services, third edition, 2009).

PHASE TWO: EVALUATION ON PPPFA AND PPR 2022

The **80/20 preference point system** shall be applied for the purposes of this bid as per the requirements of the *Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000)* and PPPFA Regulations *of 2022*

Criteria	Points
MAXIMUM POINTS ON PRICE	**80**
MAXIMUM POINTS FOR SPECIFIC GOALS	**20**
TOTAL	**100**

The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R50 million:

(a) The following formula must be used to calculate the points out of 80 for price in respect of an invitation for a tender with a rand value equal to or below R50 million, inclusive of all applicable taxes included:

$$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right)$$

Where

Ps = Points scored for price of tender under consideration
Pt = Rand value of tender under consideration
Pmin = Rand value of the lowest acceptable tender

PLEASE NOTE:

1. The bidder has duly completed and signed SBD 6.1. Bidders need to complete and sign SBD 6.1 to claim points for specific goals. Failure will lead to the non-awarding of points for specific goals.
2. Preference points for joint ventures / consortia will be allocated proportionately in terms of the attributes or qualification for the relevant specific goals.
3. The Department intends to award this to the highest point scorer as whole, unless circumstances justifies otherwise.

	4. All information will be verified through CSD
5.8	**Additional conditions (non-eliminating unless expressly mentioned in the document):** a) the tenderer is registered on the Central Supplier Database (CSD) for the South African government (see https://secure.csd.gov.za/) prior award, unless it is a foreign supplier with no local registered entity. b) the tenderer is in good standing with SARS according to the Central Supplier Database. Bidders must submit a CSD no. or tax status compliance pin. c) the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector. d) 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 written notice to this effect. e) the tenderer has completed the Compulsory Declaration and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process. f) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer. *g)* The tenderer undertakes to maximize the sourcing of building material or infrastructure input material from Eastern Cape based suppliers or manufacturers. h) the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2014, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely. i) the tender has offered a market-related offer. If the offer is believed not to be market related, the department, through its Supply Chain Management processes, will attempt to negotiate the offer with identified bidder/s to a reasonable amount. Bidders are not allowed to increase their tender offers during this process. j) **NOTE:** The amount reflected on the Form of Offer and Acceptance takes precedence over any other total amount indicated elsewhere in bidder's tender submission. If the Form of Offer and Acceptance has no value or figure, the bidder will be regarded as having made no offer. The department reserves the right not to award the bid to the most favorable tenderer, if any of the situations occur: if it is not assisting in the advancement of designated groups; risk profile of the favorable firm is too high; the bidder has been awarded a considerable number of projects by the department; has performed unsatisfactorily in the past.
5.9	The number of paper copies of the signed contract to be provided by the employer is One (1).
T.2.1	***A. List of returnable documents***
1	**Documentation to demonstrate eligibility to have tenders evaluated, I.e.** *List all documentation to demonstrate eligibility to have a submission evaluated.* • Appropriate Professional Registration category suitable for the works (as stated in 4.1).
2	**Returnable Schedules required for tender evaluation purposes**

	The tenderer shall fully and appropriately complete and sign the following returnable schedules as relevant: • Record of Addenda to Tender Documents (if applicable) • Compulsory Enterprise Questionnaire • SBD 1, SBD 4 & SBD 6.1 • Form of Offer • Attach a list of past projects (stating the name, amount, client name, project manager, duration, completion date) – reachable references. • Completed Pricing Schedule
3	**Other documents required for tender evaluation purposes** The tenderer must provide the following returnable documents: • A CSD Report of a bidder with valid and correct information.
4	**Returnable Schedules that will be used for tender evaluation purposes and be incorporated into the contract** The tenderer must complete the following returnable documents: • A duly completed form of Offer and Acceptance (and any revision of prices if there are any).
5	Only authorized signatories may sign the original and all copies of the tender offer where required. In the case of a Bid being submitted on behalf of a **company, close corporation or partnership**, evidence must be submitted to the Department at the time of submission of the Bid that the Bid has been signed by persons properly authorised thereto by resolution of the directors or under the articles of the entity. Furthermore, In the case of a **joint venture or consortium,** at least one directors/ members of each party to the joint venture or consortium must give consent to give authorisation for signatory to this bid. In the event that a resolution to sign **is not completed by all directors/ members of the enterprise**, the signature of any one of the directors or members to this bid will bind all the directors/ members of the enterprise and will therefore render the bid valid. No authority to sign is required from a company or close corporation or partnership which has **only one director or member**. In the event that a **non-member/ non-director to the enterprise** sign this declaration, and no authority is granted, it will automatically invalidate the bid. **Accept that failure to submit proof of authorization to sign (where applicable), will result in the tender offer being regarded as non-responsive.**
6	**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 nonresponsive.
7	**Canvassing and obtaining additional information by tenderers** The Tenderer shall not make any attempt either directly or indirectly to canvass any of the Employer's officials or the Employer's agent in respect of his tender, after the opening of the tenders but prior to the Employer arriving at a decision thereon. The Tenderer shall not make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders.
8	**Prohibitions on awards to persons in service of the state**

	The Employer is prohibited to award a tender to a person - a) who is in the service of the state; or b) if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or c) a person who is an advisor or consultant contracted with the Department or municipal entity. **In the service of the state** means to be - a) a member of: *a* any municipal council; *b* any provincial legislature; or *c* the National Assembly or the National Council of Provinces; d) a member of the board of directors of any municipal entity; e) an official of any Department or municipal entity; f) an employee of any national or provincial department; g) provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999); h) a member of the accounting authority of any national or provincial public entity; or i) an employee of Parliament or provincial legislature. In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 of this procurement document must be completed.
9	**Awards to close family members of persons in the service of the state** Accept that the notes to the Employer's annual financial statements must disclose particulars of any award of more than R2000 to a person who is a spouse, child or parent of a person in the service of the state (defined in clause 8 above), or has been in the service of the state in the previous twelve months, including - a) the name of that person; *b)* the capacity in which that person is in the service of the state; and *c)* the amount of the award. In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 of this procurement document must be completed.
10	**Respond to requests from the tenderer** The employer will respond to requests for clarification up to **Five (5) working days** before the tender closing time.
11	**Opening of tender submissions** Tenders will be opened immediately after the closing time for tenders.
12	**Scoring quality / functionality** **N/A**
13	**Cancellation and re-invitation of tenders** An organ of state may, prior to the award of the tender, cancel the tender if-

	(a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or (b) funds are no longer available to cover the total envisaged expenditure; or (c) no acceptable tenders are received. (d) Tender validity period has expired. (e) Gross irregularities in the tender processes or documents. (f) No market-related offer received (after attempts of negotiation processes) Where applicable, the decision to cancel the tender will be published on the Department of Public Works and Infrastructure website (www.ecdpw.gov.za/tenders), National Treasury's tender portal (http://www.etender.gov.za/content/advertised-tenders) or the media in which the original tender invitation was advertised.
14	Where the employer terminates the contract due to default of the contractor in whole or in part, the employer may decide to: Refer the breach in contract to the **CIDB Professional Services Contract** and to **CBE** for investigation.

T2.1 List of Returnable Documents

The tenderer must complete the following returnable documents:

1 Returnable Schedules required for evaluation purposes

- Compulsory enterprise questionnaire
- Record of addenda issued (Only if addenda is issued)

2 Other documents required for quotation evaluation purposes

- Form of Offer and Acceptance
- Final Summary (Bills of Quantities/Pricing Schedule)

3 Returnable Schedules that will be incorporated into the contract

- Details of the Project Team and CV with Qualifications & Proof of Registration completed for every one of the proposed team. Registration will be verified through the Engineering Council of South Africa (ECSA).
- Record of projects: current, past and on tender.
- Project References – at least 3 for each of the Civil and Structural Engineering disciplines
- SBD 1, SBD 4 & SBD 6.1

PART A- INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE					
BID NUMBER:	CHR5-26/27-0030	CLOSING DATE:	04 NOVEMBER 2026	CLOSING TIME:	11H00
DESCRIPTION	**PROCUREMENT OF PROFESSIONAL CIVIL AND STRUCTURAL ENGINEERING SERVICES FOR THE CONSTRUCTION OF NEW DUMALISILE TRADITIONAL COUNCIL FOR THE DEPARTMENT OF COGTA**				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*					
DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE, NO. 1 CREAMERY ROAD, OLD CPA BUILDING, KINGS PARK, KOMANI, 5320					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**Ms. B. Mshede**	CONTACT PERSON	**Ms. Siviwe Gade**
TELEPHONE NUMBER	**083 281 1298**	TELEPHONE NUMBER	**083 281 0977**
E-MAIL ADDRESS	Babalwa.mshede@ecdpw.gov.za	E-MAIL ADDRESS	Siviwe.gade@ecdpw.gov.za

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER DATABASE No:	MAAA	
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /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 THE QUESTIONNAIRE BELOW]		

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.	

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, CIDB PROFESSIONAL SERVICES CONTRACT (THIRD EDITION, 2009) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (CIDB PROFESSIONAL SERVICES CONTRACT, THIRD EDITION, 2009).**
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."
NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF THE BIDDER: .....

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

DATE: .....

Compulsory Enterprise Questionnaire

A
Compulsory Enterprise questionnaire

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

Section 1: Name of enterprise: . . . .

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

Section 3: Cidb registration number, if any: . . . . . .

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	**Identity number***	**Personal income** tax **number***

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

Section 5: Particulars of companies and close corporations

Company registration number . . . . . .

Close corporation number . . . . . .
Tax reference number . . . . . .

Section 6: The attached SBD 4 must be completed for each tender and be attached as a tender requirement.

Section 7: The attached SBD 6.1 must be completed for each tender and be attached as a requirement.

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

i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;

ii) confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004; iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;

iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and

iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed ..... Date .....

.

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Name ..... Position .....

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SBD4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

1.1 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, 1996 (Constitution), and further expressed in the various applicable legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

1.2 If a person is 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. DECLARATION ON EMPLOYMENT BY ORGAN OF STATE

2.1 Is the bidder, or any of the directors / trustees / shareholders / members / partners of the bidder employed by an organ of state, as defined in section 239 of the Constitution? **YES/NO**

2.2 If YES, furnish particulars of the names, individual identity numbers, in the table below:

Full Name	**Identity Number**	**Name of organ of state**

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

2.3.1 If so, furnish particulars:

……
……

2.4 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**

2.4.1 If so, indicate all companies registered in the CSD on the table below:

Supplier registration number (MAAA)	**Status (active/inactive/deleted)**

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Failure to disclose all CSD-registered active companies linked to all Directors will lead to disqualification.

3 GENERAL DECLARATION

I, ……....., the undersigned, 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 to be false.

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

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

3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

I CERTIFY THAT THE ABOVE IS CORRECT.

I ACCEPT THAT THE PROCURING INSTITUTION MAY REJECT THE BID OR TAKE APPROPRIATE ACTION AGAINST ME IF THIS DECLARATION IS FALSE.

……	……
Signature	Date
……	……...
Designation	Name of bidder
……	……
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

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

b) The lowest 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.

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

2. **DEFINITIONS**

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an

invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

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

Where

Ps	=	Points scored for price of tender under consideration
Pt	=	Price of tender under consideration
Pmin	=	Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 **or** **90/10**

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

Where

Ps	=	Points scored for price of tender under consideration
Pt	=	Price of tender under consideration
Pmax	=	Price of highest acceptable tender.

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.
Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Historically Disadvantaged Individual: -		
(a) 100% black ownership	**6**	
(b) 51% to 99% black ownership	**4**	
(c) Less than 51% black ownership	**0**	
Black women ownership: -		
(a) 100% black women ownership	**4**	
(b) 30% to 99% black women ownership	**2**	
(c) Less than 30% black women ownership	**0**	
Black youth ownership: -		
(a) 100% black youth ownership	**4**	
(b) 30% to 99% black youth ownership	**2**	
(c) Less than 30% black youth ownership	**0**	
People with disability: -		
(a) 20% or more disabled people ownership	**4**	
(b) Less than 20% disabled people ownership	**0**	
Locality: -		
(a) Within the Eastern Cape	**2**	
(b) Outside the Eastern Cape	**0**	

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]

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: ……
……
……
……

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PROOF OF REGISTRATION ON THE NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD REPORT)

(ATTACH HERE)

OR PROVIDE CSD NUMBER ON THE FIRST PAGE

PROTECTION OF PERSONAL INFORMATION: CONSENT (POPIA)

The introduction of The Protection of Personal Information Act (POPIA) ensures the regulation of personal information through its entire life cycle of collection, transfer, storing and deletion. As part of its business activities, the Department of Public Works and Infrastructure obtains and requires access to personal data from a wide range of internal and external parties, including without limitation bidders who respond to requests for proposals that are published by the Department of Public Works and Infrastructure from time to time. The Department of Public Works and Infrastructure confirms that it shall process the information disclosed by Bidders for the purpose of evaluating and subsequently awarding/appointing a successful Bidder.

The Department of Public Works and Infrastructure hereby states that it does not and will never modify, amend, or alter any personal information submitted to it by a Bidder. Not unless directed to do so by an order of court, the Department of Public Works and Infrastructure does not disclose or permit the disclosure of any personal information to any Third Party without the prior written consent of the owner of the information.

Similarly, Bidders will from time-to-time access and be seized with information of a personal nature pertaining to the Department of Public Works and Infrastructure. Some of the information may because of legislative compliances be available in the public domain, whilst some is uniquely provided to bidders in pursuit of procurement or other business-related activities. In this regard, the Department of Public Works and Infrastructure requires that Bidders which receive or have access to its personal information, process any such information in a manner compliant with the requirements of the POPIA.

AGREEMENT

1. The Department of Public Works and Infrastructure and the Bidder (the Parties) agree and undertake that upon obtaining and
   having access to personal information relating to either of them, they shall always ensure that:
   a) They process the information only for the express purpose for which it was obtained.
   b) Information is provided only to designated and authorized personnel who require the personal information to carry out the Parties' respective obligations in terms of the Procurement processes.
   c) They will introduce and implement all reasonable measures ensure the protection of all personal information from unauthorized access and/or use.
   d) They have taken appropriate measures to safeguard the security, integrity, and authenticity of all personal information in its possession or under its control.
   e) The Parties agree that if personal information will be processed for any other purpose other than the one for which the accessing of the information was intended, explicit written consent will be obtained prior to the execution of such reason.
   f) The Parties shall carry out regular assessments to identify all reasonably foreseeable internal and external risks to the interception of personal information in its possession or under its control and shall implement and maintain appropriate controls in mitigation of such risks.

2. The Parties agree that they will promptly return or destroy any personal data in their possession or control which belongs to the other Party once it no longer serves the purpose for which it was

collected, subject to any legal retention requirements. The information will be destroyed in such a manner that it cannot be reconstructed to its original form, linking it to any individual or organization.

3. Bidder's Obligations

a) The Bidder is required to notify the Information Officer of Department of Public Works and Infrastructure, in writing as soon as possible after it becomes aware of or suspects any loss, unauthorized access or unlawful use of any of the Department of Public Works and Infrastructure's personal information.
b) The Bidder shall, at its own cost, promptly and without delay take all necessary steps to mitigate the extent of the loss or compromise of personal data.
c) The Bidder shall be required to provide the Department of Public Works and Infrastructure with details of the persons affected by the compromise and the nature and extent of the compromise, including details of the identity (if known) of the unauthorized person who may have accessed or acquired the personal data.
d) The Bidder undertakes to co-operate with any investigation relating to security breach which is carried out by or on behalf of Department of Public Works and Infrastructure.

On behalf of the Bidder:

…….. ……
Signature Date

……. …….
Position Name of the Bidder

On behalf of the Client:

…….. ……
Signature Date

…….. ……
Position Name of Client Representative

A

RECORD OF ADDENDA TO BID DOCUMENTS

PROJECT TITLE	**PROCUREMENT OF PROFESSIONAL CIVIL AND STRUCTURAL ENGINEERING SERVICES FOR THE CONSTRUCTION OF NEW DUMALISILE TRADITIONAL COUNCIL FOR THE DEPARTMENT OF COGTA**
SCMU NUMBER	**CHR5-26/27-0030**

I / We confirm that the following communications received from the Department of Public Works and Infrastructure before the submission of this tender offer, amending the tender documents, have been taken into account in this bid offer: (Attach additional pages if more space is required)

Item	Date	Title or Details	No. of Pages
1			
2			
3			
4			
5			
6			

Attach additional pages if more space is required.

Signed ..... Date .....

Name ..... Position .....

Tenderer .....

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B

RESOLUTION FOR SIGNATORY

CERTIFICATE OF AUTHORITY FOR SIGNATORY

Signatory for companies shall confirm their authority hereto by attaching a duly signed and dated copy of the relevant resolution of the board of directors to this form or on company letter head.

An example is given below:

"By resolution of the board of directors passed at a meeting held on _____

Mr./Ms._____, whose signature appears below, has been duly authorized to

sign all documents in connection with the tender for Contract No. _____

and any Contract which may arise there from on behalf of (Block Capitals) _____

_____

_____

SIGNED ON BEHALF OF THE COMPANY: _____

IN HIS/HER CAPACITY AS: _____

DATE:_____

SIGNATURE OF SIGNATORY: _____

WITNESSES:

DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	

If you cannot complete this form, attach a separate sheet (in a company letter head, project specific and signed by all directors):

C

CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This Returnable Schedule is to be completed by joint ventures.

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

PROJECT TITLE	**PROCUREMENT OF PROFESSIONAL CIVIL AND STRUCTURAL ENGINEERING SERVICES FOR THE CONSTRUCTION OF NEW DUMALISILE TRADITIONAL COUNCIL FOR THE DEPARTMENT OF COGTA**
SCMU NUMBER	**CHR5-26/27-0030**

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner: …… .		Signature. . …….. . . . . . Name …….... Designation……
…… .		Signature. . …….. . . . . . Name …….... Designation……
…… .		Signature. . …….. . . . . . Name …….... Designation……
…… .		Signature. . …….. . . . . . Name …….... Designation……

D

CAPACITY OF THE BIDDER

PROJECT TITLE	**PROCUREMENT OF PROFESSIONAL CIVIL AND STRUCTURAL ENGINEERING SERVICES FOR THE CONSTRUCTION OF NEW DUMALISILE TRADITIONAL COUNCIL FOR THE DEPARTMENT OF COGTA**
SCMU NUMBER	**CHR5-26/27-0030**

WORK CAPACITY: (The Bidder is requested to furnish the following capacity particulars and to attach additional pages if more space is required. Failure to furnish the particulars may result in the Bid being disregarded.)

Employees: (Employees to be ,or are ,employed for this project)

Quantity / No. of Resources	Full name(s) and Surname (Credentials should be the same as the ones appearing in the registration document)	Professional Registration No.	Date of Employment

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

Signed:	……	**Date**	……
Name:	……	**Position**	……

Enterprise Name:

……

EXPANDED PUBLIC WORKS PROGRAMME
CONTRIBUTION TO A NATION AT WORK
2030 NDP

E

RELEVANT PROJECT EXPERIENCE – COMPLETED PROJECTS THREE OF WHICH IN THE LAST FIVE (05) YEARS

The description of each project must include the following information:

1. Essential introductory information:
   1.1. Name of project.
   1.2. Name of client.
   1.3. Contact details of client.
   1.4. Contact details (including telephone numbers and email addresses) of currently contactable references.
   1.5. The period during which the project was performed, and also, if this is different, the period during which the tenderer's team members were contracted.
   1.6. Cost of works and/or contract value (making it clear in broad terms what this cost/value purchased, and to what extent (if any) this cost/value was part of a larger project budget or programme budget).

NO.	NAME OF PROJECT.	NAME OF CLIENT.	CONTACT DETAILS OF CLIENT.	PROJECT VALUE	DATE COMPLETED
1					
2					
3					
4					
The undersigned, who warrants that she/ he is duly authorised to do so on behalf of the enterprise, confirms that the content of this schedule that presented by the tenderer are within my personal knowledge and are to the best of my knowledge both true and correct.					

Signed ---------- Date ----------

Name ---------- Position ----------

Enterprise name ----------

F

RELEVANT PROJECT EXPERIENCE – CURRENT PROJECTS

The description of each project must include the following information:

1. Essential introductory information:
   1.1. Name of project.
   1.2. Name of client.
   1.3. Contact details of client.
   1.4. Contact details (including telephone numbers and email addresses) of currently contactable references.
   1.5. The period during which the project was performed, and also, if this is different, the period during which the tenderer's team members were contracted.
   1.6. Cost of works and/or contract value (making it clear in broad terms what this cost/value purchased, and to what extent (if any) this cost/value was part of a larger project budget or program budget).

NO.		NAME OF PROJECT.	NAME OF CLIENT.	CONTACT DETAILS OF CLIENT.	PROJECT VALUE	STAGE OF PROJECT
1						
2						
3						
4						

Attach a separate page to address this issue if there are more projects (the above table is just for reference purposes).

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

Signed ---------- Date ----------

Name ---------- Position ----------

Enterprise name

G

OTHER OFFERS SUBMITTED AT TIME OF THIS TENDER FOR WHICH RESULTS ARE PENDING

(Any other client's tender must also be included)

BID NO. / PROJECT NUMBER	PROJECT NAME	CLIENT NAME & CONTACT NO.	VALUE TENDERED IN RANDS	DATE SUBMITTED	CONTACT DETAILS (CLIENT)
1					
2					
3					
4					
5					

Attach a separate page to address this issue if there are more projects (the above table is just for reference purposes).

Signed ---------- Date ----------

Name ---------- Position ----------

Enterprise name ----------

H

SCHEDULE OF TENDERER'S LITIGATION HISTORY

The tenderer shall list below details of any litigation with which the tenderer (including its directors, shareholders or other senior members in previous companies) has been involved with any organ of state or state department within the last ten years. The details must include the year, the litigating parties, the subject matter of the dispute, the value of any award or estimated award if the litigation is current and in whose favour the award, if any, was made.

NO.	NAME OF CLIENT.	OTHER LITIGATING PARTY	BRIEF DETAILS OF DISPUTE	PROJECT VALUE	DATE RESOLVED OR STATUS OF LITIGATION
1					
2					
3					

Attach a separate page to address this issue if there are more projects (the above table is just for reference purposes).

Signed ---------- Date ----------

Name ---------- Position ----------

Tenderer name

EXPANDED PUBLIC WORKS PROGRAMME
CONTRIBUTION TO A NATION AT WORK
2030 NDP

I

Project Reference Forms - 1

Project title:	**PROCUREMENT OF PROFESSIONAL CIVIL AND STRUCTURAL ENGINEERING SERVICES FOR THE CONSTRUCTION OF NEW DUMALISILE TRADITIONAL COUNCIL FOR THE DEPARTMENT OF COGTA**
Project Number:	**CHR5-26/27-0030**

NOTE: This returnable document must be completed by the person who was the Project Manager and or Principal Consultant on a project of similar value and complexity that was completed successfully by the tenderer.

I, _____ (name and surname) of _____ (company name) declare that I was the Project Manager and or Principal Consultant on the following building construction project successfully
executed by _____ (name of tenderer):
Project name: _____
Project location: _____
Construction period: _____ Completion date: _____
Contract value: _____

A. Please evaluate the performance of the Tenderer on the abovementioned project, on which you were the principal agent, by inserting "Yes" in the relevant box below:

Key Performance Indicators	Very Poor 1	Poor 2	Fair 3	Good 4	Excellent 5	Total
1. Project performance						
2. Quality of Services						
3. Resources: Personnel						
4. Time management / programming						
5. Financial management / Project budget management/ cash flow, etc.						
TOTAL						

B. Would you consider / recommend this tenderer again:

YES	NO

C. Any other comments: _____

_____

D. My contact details are:

Telephone: _____ Cellphone: _____ Fax: _____

E-mail: _____

Thus signed at _____ on this _____ day of _____ 2026

_____

Signature of principal agent/Client

COMPANY STAMP

NOTE:
If reference cannot be verified due to the inability to get hold of the referee or failure on his/her part to respond to a written request to do so, that reference will be disregarded. It is the responsibility of the tenderer to put referees who are reachable and are willing to be contacted.

_____
Name of Tenderer

_____ _____
Signature of Tenderer

PART C1 AGREEMENTS AND CONTRACT DATA

C1.1 Form of Offer and Acceptance
C1.2 Contract Data for CIDB Standard Professional Services Contract
C1.3 CIDB Adjudicator's Agreement

Annex C*(normative)*

FORM OF OFFER AND ACCEPTANCE

Project title	**PROCUREMENT OF PROFESSIONAL CIVIL AND STRUCTURAL ENGINEERING SERVICES FOR THE CONSTRUCTION OF NEW DUMALISILE TRADITIONAL COUNCIL FOR THE DEPARTMENT OF COGTA**
SCMU number	**CHR5-26/27-0030**

OFFER

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: **PROCUREMENT OF PROFESSIONAL CIVIL AND STRUCTURAL ENGINEERING SERVICES FOR THE CONSTRUCTION OF NEW DUMALISILE TRADITIONAL COUNCIL FOR THE DEPARTMENT OF COGTA**

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 + DISRBUSEMENTS + INCLUSIVE OF VALUE ADDED TAX IS:

……..……..……..……..Rand

(in words);

R ……..…..…….**(in figures)**

(or other suitable wording)

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data.

Signature(s)_____

Tender's

Name(s)_____

Authorized Person

Names_____

Address of the Tenderer:

_____

_____

Witnesses (Signatures):

1. _____ Date: _____

2. _____ Date: _____

EXPANDED PUBLIC WORKS PROGRAMME
CONTRIBUTION TO A NATION AT WORK
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ACCEPTANCE

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

The terms of the contract are contained in:

Part C1 Agreements and contract data, (which includes this agreement)
Part C2 Pricing data
Part C3 Scope of work.
Part C4 Site information and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

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

The tenderer shall within 3 weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five 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 ……
Name ……
Capacity ……
for the Employer ……
(Name and address of organization)
Name and signature
of witness …….. Date ……..

EXPANDED PUBLIC WORKS PROGRAMME
CONTRIBUTION TO A NATION AT WORK
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Schedule of Deviations

1 Subject _____
Details
_____
2 Subject _____
Details
_____
3 Subject _____
Details
_____
4 Subject _____
Details
_____

By the duly authorized representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.
It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender/ quotation documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

C1.2 Contract Data for CIDB Standard Professional Services Contract

The Standard Professional Services Contract (Third edition, September, 2009) published by the Construction Industry Development Board, are applicable to this contract. **Copies of these conditions of contract may be obtained from the Construction Industry Development Board's website *www.cidb.org.za***	
Part 1: Contract Data completed by the Employer	
Clause	
	The Employer is the Department of Public Works and Infrastructure- Eastern Cape Province
	The Authorized and designated representative of the Employer is: Ms. S. Gade Tel No.: **083 281 0977** Email Address: Siviwe.Gade@ecdpw.gov.za
1	The Project is the **PROCUREMENT OF PROFESSIONAL CIVIL AND STRUCTURAL ENGINEERING SERVICES FOR THE CONSTRUCTION OF NEW DUMALISILE TRADITIONAL COUNCIL FOR THE DEPARTMENT OF COGTA**
2	The period of performance will be determined from the approved project scope and plans
3.1	The location of the performance of the contract is in **Engcobo, AB Xuma Municipality, Chris Hani, Eastern Cape.**
3.2	The Service Provider may not release public or media statements or publish material related to the services or project under circumstances.
4	The Service Provider is required to provide personnel in accordance with the provisions of clause 7.2 and to complete the Personnel Schedule
6	The Service Provider is to commence the performance of the Services within 5 Days of date that the Contract becomes effective
7	The period of suspension under clause 8.5 is not to exceed 3 months
8	Copyright of documents prepared for this project shall be vested with the Employer
9	The alternative dispute settlement will be by Adjudication
10	The Prospective bidder will be required to provide professional indemnity insurance within 21 days after receiving letter of appointment.
11	The provisions of 13.6 do not apply to the Contract
12	The interest will be prime interest rate of the Employer's bank at the time that the amount is due.
13	Contract duration: Months including the 8 Months construction period of the project.

Part 2: Contract Data provided by the Service Provider……..	
1	The Professional Service Provider is:……. Address:…… …… …… Telephone:…… Facsimile:…….
5.3	The Authorised and designated representative of the Service Provider is: Name: ……..… The Address for recipient of communication is: Address…….. …… …… Telephone:…… Facsimile:……..

C1.3 CIDB Adjudicator's Agreement

This agreement is made on the . . . . . day of . . . . . between:. . . . . (name of company / organisation) of . . . . . (address) and. . . . . (name of company / organization) of . . . . (address) (the Parties) and. . . . . (name) of . . . . . (address) (the Adjudicator).

Disputes or differences may arise/have arisen* between the Parties under a Contract dated . . . . . and known as. . . . . .

and these disputes or differences shall be/have been* referred to adjudication in accordance with the CIDB Adjudication Procedure, (hereinafter called "the Procedure") and the Adjudicator may be or has been requested to act.

* Delete as necessary

IT IS NOW AGREED as follows:

1. The rights and obligations of the Adjudicator and the Parties shall be as set out in the Procedure.
2. The Adjudicator hereby accepts the appointment and agrees to conduct the adjudication in accordance with the Procedure.
3. The Parties bind themselves jointly and severally to pay the Adjudicator's fees and expenses in accordance with the Procedure as set out in the Contract Data.
4. The Parties and the Adjudicator shall at all times maintain the confidentiality of the adjudication and shall endeavour to ensure that anyone acting on their behalf or through them will do likewise, save with the consent of the other Parties which consent shall not be unreasonably refused.
5. The Adjudicator shall inform the Parties if he intends to destroy the documents which have been sent to him in relation to the adjudication and he shall retain documents for a further period at the request of either Party.

SIGNED by: _____	SIGNED by: _____	SIGNED by: _____
Name:	Name:	Name:
who warrants that he / she is duly authorised to sign for and on behalf of the first Party in the presence of	who warrants that he / she is duly authorised to sign for and behalf of the second Party in the presence of	the Adjudicator in the presence of
Witness _____	Witness: _____	Witness: _____

Name: _____	Name _____	Name: _____
Address: _____	Address: _____	Address: _____
Date: _____	Date: _____	Date: _____

Contract Data

1	The Adjudicator shall be paid at the hourly rate of R. . . . . in respect of all time spent upon, or in connection with, the adjudication including time spent travelling.
2	The Adjudicator shall be reimbursed in respect of all disbursements properly made including, but not restricted to: (a) Printing, reproduction and purchase of documents, drawings, maps, records and photographs. (b) Telegrams, telex, faxes, and telephone calls. (c) Postage and similar delivery charges. (d) Travelling, hotel expenses and other similar disbursements. (e) Room charges. (f) Charges for legal or technical advice obtained in accordance with the Procedure.
3	The Adjudicator shall be paid an appointment fee of R . . . . . This fee shall become payable in equal amounts by each Party within ….. days of the appointment of the Adjudicator, subject to an Invoice being provided. This fee will be deducted from the final statement of any sums which shall become payable under item 1 and/or item 2 of the Contract Data. If the final statement is less than the appointment fee the balance shall be refunded to the Parties.
4	The Adjudicator is/is not* currently registered for VAT.
5	Where the Adjudicator is registered for VAT it shall be charged additionally in accordance with the rates current at the date of invoice.
6	All payments, other than the appointment fee (item 3) shall become due 30 days after receipt of invoice, thereafter interest shall be payable at 5% per annum above the Reserve Bank base rate for every day the amount remains outstanding.

* Delete as necessary

PART C2: PRICING DATA

C2.1 Pricing Instructions
C2.2 Pricing Schedule

C2.1 Pricing Instructions

Pricing Instructions mean the criteria as set out below, read together with all Parts of the contract document, which it will be deemed in the contract that the Tenderer has taken into account when developing his prices.

1. The short descriptions given in the Pricing Schedule below are brief descriptions used to identify the activities for which prices are required. Detailed descriptions of the activities to be priced are provided in the Scope of Work, with reference to Government Gazette No. 52691 Vol 719 of 16 May 2025), for persons registered in terms of the Engineering Council of South Africa Profession (ECSA), where applicable.

2. While it is entirely at the Tenderer's discretion as regards pricing the Activity Schedule below, the Guideline Professional Fees in terms of Section 34 (2) of the Engineering Council of South Africa (ECSA) Profession Act, 2000 Act 46 of 2000, Board Notice 783 of 2025– Government Gazette No. 52691 Vol 719 of 16 May 2025), respectively are useful documents that will give Tenderers some idea of industry norms against which they may compare their rates, sums, percentage fees and/or prices as applicable.

3. The rates, sums, percentage fees (as applicable) used by a Tenderer to determine his offer shall not exceed the rates stipulated by the Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Council of South Africa (ECSA) and Department of Public Works: Rates for Reimbursable Expenses document, respectively.

4. For the purpose of the Activity Schedule, the following words shall have the meanings hereby assigned to them:

    - Unit: The unit of measurement for each item of work.
    - Quantity: The number of units of work for each item.
    - Rate: The agreed payment per unit of measurement.
    - Amount: The product of the quantity and the agreed rate for an item.
    - Sum: An agreed lump sum payment amount for an item, the extent of which is described in the Scope of Work, but the quantity of work which is not measured in any units.
    - Percentage Fee: The agreed fee for a service, the extent of which is described in the Scope of Work, expressed as a percentage of a construction contract value or part thereof.

5. A rate, sum, percentage fee and/or price as applicable, is to be entered against each item in the Activity Schedule. An item against which no price is entered will be considered to be covered by the other prices or rates in the Activity Schedule.

6. The rates, sums, percentage fees and prices in the Activity Schedule are to be fully inclusive prices for the work described under the several items. Such prices and rates are to cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. Where time-based rates are quoted, such shall include for all payments to administrative, clerical and secretarial staff used to support professional and technical staff.

7. Where quantities are given in the Pricing Schedule, these are provisional and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Activity Schedule. In respect of time-based services, the allocation of staff must be agreed with the employer before such services are rendered.

8. Tenderers will note that the prices for some items are developed from a quoted fee expressed as a percentage of an estimated contract value (construction cost) which, for tendering purposes, is given. Tenderers are required to insert their quoted percentage fee in the spaces provided. Where prices have been developed from a quoted discounted fee, the final amount due to the Service Provider will be adjusted according to the relevant final construction contract value based on the percentage fee quoted.

9. The following table shall be used for proportioning the tendered basic fee for normal services (Item No. 1) over the various stages;

Work Stages	Proportional Fee	Cumulative total
1	2	2
2	15	17
3	20	37
4.1	10	47
4.2	20	67
5	30	97
6	3	100

10. All other rates, sums, percentage fees or prices (as applicable) tendered in the Activity Schedule shall be final and binding and shall **not** be subject to any variation throughout the period of the contract.

11. Provision for time-based services which fall beyond the scope of normal services as described in the Scope of Work has been made in the Activity Schedule. This provision is for services provided on instruction from the Employer and will be deducted in whole or part if not required. The estimated period of involvement of each category of person must be agreed with the Employer before any work in this regard commences. The individuals involved in this work must be stated in either the schedule of Key Personnel (Schedule F) or Personnel Schedule (Schedule N) whose curriculum vitae must be appended to the respective schedules. Changes to Schedule F and N shall be dealt with in terms of Clause 7.1 and 7.2 of the Contract.

12. The categories of persons in respect of time-based fee rates for the following services shall be:

- Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act 46 2000 (Act No.46 – Govt Gazette Vol 719,16 May 2025. No. 52691

- A higher category person undertaking lower category work will be reimbursed, in respect of time-based fees, at the lower category rate.

13. All charges in respect of attendance at meetings and the provision of secretarial services shall be deemed to be included in the tendered basic fee for normal services (Item No.1 of the Activity Schedule).

14. While the Employer has every intention to complete the full scope of works, the Employer reserves the right to reduce or increase the scope of works according to the dictates of the budget, or to terminate this contract, without adjustment to the agreed rates, sums or fees and without payment

of any penalty or surcharge in this regard. The Service Provider shall however be entitled to pro-rata payment for all services carried out in terms of any adjustment to the Scope of Work or, in the case of termination, remuneration and/or reimbursement as described in Clause 8.4.4 of the Standard Professional Services Contract.

15. The per kilometre rate for the reimbursement of travel expenses shall be as per the Department of Transport: Rates for Reimbursable expenses available on http://www.transport.gov.za. It shall be noted that, in respect of the aforementioned, the Employer shall only be liable for travel expenses with respect to vehicles of engine capacity up to 1950cc only, for diesel and petrol fuelled engines respectively. If the Service Provider elects to use a vehicle with engine capacity exceeding 1950cc, the Employer shall ***not*** be liable for any additional cost resulting from a higher rate per kilometre associated with an engine capacity larger than 1950cc and the rate per kilometre to be paid shall be deemed to be that of a 1950cc engine.

16. Distances for travelling to site for progress and technical meetings shall be remunerated on a kilometre basis from the premises of the client in the region to the location of the site on a round-trip basis.

17. Rates for typing, printing, duplicating and drawings shall be as per the Department of Public Works: Rates for Reimbursable expenses available on http://www.publicworks.gov.za

18. Tenderers are to note that only those recoverable expenses listed in the Activity Schedule will be reimbursed to the Service Provider. No reimbursement of costs for subsistence, typing, printing/copying (other than reports, tender documents, manuals, drawings and related schedules), communications, computer hardware and/or software will be made and these costs will be deemed to be included in rates, sums, percentages fees and prices for normal and additional services rendered.

19. Items for printing/copying shall be for specified contract documents, tender documents, reports, manuals, drawings along with related schedules and shall exclude general correspondence, progress reports, minutes of meetings etc. which shall be deemed to be included in the professional fees as they are necessary and integral to the execution of the Service Providers' work as per the Standard Services for which it is employed. Payment will only be made for copies of reports and drawings submitted to the employer and/or issued to parties who bear an interest in the execution of the project, as specified or requested by the Employer, and all drafts shall be for the Service Provider's account.

20. Where provisional sums are provided in respect of additional services, these amounts may be omitted in part or full should the additional work not be required and/or at the discretion of the Employer.

C2.2 PRICING SCHEDULE

PROJECT: PROCUREMENT OF PROFESSIONAL CIVIL AND STRUCTURAL ENGINEERING SERVICES FOR THE CONSTRUCTION OF NEW DUMALISILE TRADITIONAL COUNCIL FOR THE DEPARTMENT OF COGTA

The bid offer from the service provider shall be deemed to be full compensation for the work as specified. The offer includes the supply of all materials, personnel, supervision, tools, equipment, services and deliverables necessary to carry out and complete the required management of civil and structural engineering services contract.

Further, the offer includes all transport, advertising, accommodation, safety, ECSA Act related costs, security, quality control, overheads, profit, risks, escalation and incidental costs incurred for the successful completion of the work.

The rates and prices submitted on the attached schedule are all-inclusive, and the Bidder will be required to submit a detailed break-down schedule for each of the components as part of their Bid submission.

BIDDERS MUST NOT ALTER ANY FIGURES GIVEN IN THIS SCHEDULE.

CIVIL & STRUCTURAL ENGINEERING SERVICES

- Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act 46 of 2000 (Act No.46 – Govt Gazette Vol 719 16 May 2025. No. 52691)
- Project Cost Based Fees

  NB: Civil & Structural engineer will be appointed from stage 3-6

Item No. 1: BASIC FEE FOR NORMAL SERVICES (Civil & Structural)

Civil Engineering Services

TABLE 1: PROFESSIONAL FEES – CIVIL & STRUCTURAL ENGINEERING SERVICES

Fee Description	Amount
Estimated Value of the Work	R 4 500 000.00
Primary Fee	R
Secondary Fee	R
Professional Fee (Primary Fee + Secondary Fee)	**R**

(Calculated Professional Fee to be carried to Final Summary)

Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act 46 of 2000 (Act No.46 – Govt Gazette Vol 712 16 May 2025. No. 52691)

TABLE 2: APPORTIONMENT OF FEES

Service Category	% Fee	Amount (Calculated Fee)
Stage 1: Inception	5	
Stage 2: Design development (also termed Detail Design).	20	
Stage 3: Design development (also termed Detail Design).	30	
Stage 4: Documentation and Procurement.	15	
Stage 5: Contract Administration and Inspection	25	
Stage 6: Close-Out	5	
Total	**100%**	

TABLE 3: TIME RELATED COSTS (Rate Only)

Resource	Rate
Professional Engineer	
Professional Engineering Technologist	
Professional Engineering Technician	
Candidate Engineer	
Candidate Engineering Technologist	
Candidate Engineering Technician	
Student	

DISBURSEMENTS

NB: Disbursements in the form of printing and travelling costs shall be paid according to the latest disbursement rates as published on the National Department of Public Works website.

TABLE 4: PRINTING, COPIES AND BINDING

	Pages	Rate	Amount
Typing & Printing	20		
Duplication	20		
A1 Drawing Copies	10		
A0 Drawing Copies	10		
Total			

Schedule: Travelling & Subsistence Expenses

All Traveling Expenses are to be priced according to the Gazetted Government Tariffs. The Department will pay the tariffs as published by the Department of Transport without adding any surcharge to the published rates. The rates include fuel, maintenance, capital, insurance and depreciation.

TABLE 5: TRAVELLING EXPENSES

*Distance to be calculated from Engineer's place of practice to Middleburg

Purpose	Number of meetings	Vehicle details	Rate	Distance in Km's	Amount
Design meetings	3				
Site Hand-over meeting	1				
Progress Meetings	8				
Inspections	6				
Technical Meetings	8				
Practical Completion	1				
Works Completion	1				
Final Completion	1				
Total					

TABLE 6: SUBSISTENCE & OTHER EXPENSES

Description	Rate	Unit	Total
Accommodation			
Special Daily Allowances			
Subsistence Allowances			
Other expenses/Allowances			
Total			

TABLE 7: SUMMARY OF DISBURSEMENTS

PRINTING, COPIES AND BINDING *(Table 4 total)*	
TRAVELLING EXPENSES *(Table 5 total)*	
SUBSISTENCE & OTHER EXPENSES *(Table 6 total)*	
Total ***(To be carried to Final Summary)***	

FINAL SUMMARY

Project title	**PROCUREMENT OF PROFESSIONAL CIVIL AND STRUCTURAL ENGINEERING SERVICES FOR THE CONSTRUCTION OF NEW DUMALISILE TRADITIONAL COUNCIL FOR THE DEPARTMENT OF COGTA**
SCMU number	**CHR5-26/27-0030**

SUMMARY OF SCHEDULE OF QUANTITIES			
Section	Description	From Page	Amount
1	Civil/Structural Engineering services Fee Amount	51	
Sub Total 1 Disbursements (Total from Table 5)			R R
Sub Total 2			R
Add: Training and other services Add: Geotechnical Survey Add: Time Related Costs			R 250 000.00 R 100 000.00 R 100 000.00
Sub Total 3			R
Add: 15% Value Added Tax to **Sub Total 3**			R
TOTAL CARRIED FORWARD TO FORM OFFER AND ACCEPTANCE			**R……**

I, the undersigned, do hereby declare that the above is a properly priced Activity Schedule forming part of this Contract Document upon which my/our quotation for **Tender No. CHR5-26/27-0030** has been based.

SIGNED ON BEHALF OF THE TENDERER: ……

PART C3: SCOPE OF WORK

CONTRACT NUMBER CHR5-26/27-0030

Abbreviations

DPWI:	Department of Public Works and Infrastructure
QS:	Quantity Surveyor
STR/CIVL:	Structural and Civil
ELEC/MECH:	Electrical and Mechanical

PROJECT TITLE AND DESCRIPTION OF WORK:

PROCUREMENT OF PROFESSIONAL CIVIL AND STRUCTURAL ENGINEERING SERVICES FOR THE CONSTRUCTION OF NEW DUMALISILE TRADITIONAL COUNCIL FOR THE DEPARTMENT OF COGTA

The scope of work shall be based on the project requirements, and the latest Engineering Council Board Notice No. 52691 dated 16 May 2025: Guidelines for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000) as published in Government Gazette No. 52691 dated 16 May 2025. The following exceptions to the above shall apply:

a) Planning, studies, investigations and assessments (paragraph 3.1) relating to structural and civil work shall form part of Normal Services and be included in stage 1 & 2.

b) All financial Administration Services including giving assistance to the Quantity Surveyor shall form part of Normal Services

c) This bid is for combined Professional Civil and Structural Engineering consultancy services
   - The following professional service will be conducted by DPWI:
     - Project Management services
     - Professional Electrical Engineering services
     - Professional Mechanical Engineering services
     - Architectural services
     - Quantity Surveying services

   - The following services in addition to Civil and Structural Engineering services will be outsourced;
     - Professional Construction Health and Safety Agent services

The appointed Civil and Structural Engineering consultant will be required to work with the above-mentioned professionals and provide inputs required by any of them as part of the professional team. The Tender documentation for the contractor services will be done by the Quantity Surveyor, but the Civil and Structural consultants are required to provide the Quantity Surveyor with Civil Engineering works quantities for inclusion in the Bills of Quantities.

The appointed consultant will be required to provide the services of a professionally registered Civil and Structural Engineering for the duration of the contract (18 months). This period could be less. The Civil and Structural Engineer should be someone with experience in checking, approving, keeping record and making decisions.

General
The professional Service provider will execute the required services in a professional manner, complying with the appropriate designs and specifications. They will comply with all relevant legislation pertaining to the built environment in general.

Service	Scope of work
Structural/ Civil Engineering consulting services	The **Civil and Structural Engineering consulting services** shall satisfy the stated objectives of the Employer in relation to the construction works identified in the description of the services. The consultancy shall, as a minimum , in order to satisfy these objectives provide the standard services as set out in the latest edition of the **Civil Engineering Manual PW 374** and **Manual for Consulting Structural Engineers** as published by Department of Public Works as well as **Engineering Council Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000 – Government Gazette Vol. 712 16 May 2025 No. 52691** including items shown in the schedule of prices

- *Where partial services are required, replace "standard services" with partial services" and indicate the stages which are required in the description of the services*

SCOPE OF PROFESSIONAL SERVICES REQUIRED

1. ENDORSEMENTS AND REGISTRATION
Consultants to be registered with the Engineering Council of South Africa

2. PROFESSIONAL FEES
Disbursements and time related fees to be settled as per periodic National DPW "Reimbursable Rates" latest document

3. DUTIES
In addition to the duties as described in the latest Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000 – Government Gazette Vol. 712 16 May 2025 No. 52691 with applied exceptions, the consulting engineers shall also perform the following duties:

3.1 GENERAL- ALL STAGES

a) Ensure all activities comply with all relevant government Acts and Norms
b) Assist the principal consultant in coordinating the design team and design management processes to an optimum
c) Timeous and proper reporting via the principal consultant/DPWI Project Manager
d) Coordination with local authorities according to the relevant local by-laws throughout the entire project stages
e) Ascertain full involvement of local stakeholders (communities, organisations, etc.) at all times as related to Civil and Structural Engineering matters
f) Seek the necessary ratifications at all times from all stakeholders
g) Ensure quality control of physical elements and intangible processes

Over and above these duties the Civil and Structural Engineer (s) is to take cognizance of the skill shortage in the Department and province in the context of professional staff. In that light, the Professional Service Provider is expected to play a role in contributing to skills development training during execution of his duties and the duration of the contract.

PART C4: SITE INFORMATION

C 4.1 DESCRIPTION OF THE SITE

Project title	**PROCUREMENT OF PROFESSIONAL CIVIL AND STRUCTURAL ENGINEERING SERVICES FOR THE CONSTRUCTION OF NEW DUMALISILE TRADITIONAL COUNCIL FOR THE DEPARTMENT OF COGTA**
SCMU number	**CHR5-26/27-0030**

The site is located at **Engcobo**, **AB Xuma Municipality, Chris Hani District, Eastern Cape.**