



KWAZULU-NATAL PROVINCIAL SHARED SERVICE CENTRE PRIVATE BAG X 9132, PIETERMARITZBURG, 3200
270 Jabu Ndlovu Street, PIETERMARITZBURG, 3201 Tel: (033) 264 9500

ENQUIRIES: Mr. B Magudulela / Mr M. Khathi

BID NO: SS-KZN 5/2/1 (7082) 3P

The Managing Director

.....

Dear Sir / Madam

THE APPOINTMENT OF PROFESSIONAL MULTI-DISCIPLINARY CONSULTING ENGINEERS ON TERM CONTRACT TO ASSIST THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT OF THE KWAZULU NATAL PROVINCE IN PLANNING, DESIGNING, IMPLEMENTING, MONITORING AND EVALUATING VARIOUS INFRASTRUCTURE PROJECTS ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF 36 MONTHS.

1. Bid No.: **SS-KZN 5/2/1 (7082) 3P**
2. Closing Date: **30 September 2025 at 11h00am Telkom time**. Proposals submitted after this date and time will not be accepted. Please note that vat vendors must include VAT at 15%.
3. **Compulsory briefing session: 16 September 2025 at 10h00am Telkom time, 1st floor 270 Jabu Ndlovu Street, Pietermaritzburg, 3201. Validity period for proposals is 90 days.**
4. The attached documents consist of **[81]** pages. Service provider to declare any controlling interest in any other related enterprise whether or not they are bidding for this contract.
5. The conditions contained in Supply Chain Management (General Conditions and Procedures) and the attached SBD 1, SBD 4, SBD 6.1, terms of reference / specifications, entity forms, as well as any other conditions accompanying this request are applicable. Documents are to be completed, signed and witnessed (this is of utmost importance) and submitted with your proposal. Proof of delegation of authority to sign the documents must be included in your proposal.
6. If you are a shareholder or joint venture, it is essential that you indicate your percentage commission or profit before tax in order that the reasonableness of your bid price may be gauged. This information will be treated as strictly confidential. It is of utmost importance that the bidder should attach to the proposal, certified copies of shareholders certificates and identity documents.
7. **(Include the relevant Central Supplier Database summary report and the Tax compliance status pin or (valid tax clearance certificate)**
8. Please contact **Mr. M. Khathi** on **079 519 9315** for any technical queries related to the project.
9. All the documents accompanying this invitation must please be completed in detail where applicable and returned with your proposal. **Emailed copies will not be accepted. The use of correction fluid on the bid document is prohibited.**
10. The appointed service providers will be required to sign a contract at the KwaZulu-Natal Provincial Shared Service Centre at 270 Jabu Ndlovu Street, Pietermaritzburg before the commencement of the project.
11. Please ensure that your proposal reaches this office before closing time.
12. When submitting your quotation the following information must appear on the sealed envelope:
Name and address of the bidder
Bid number
Closing date
13. All proposals are to be numbered and initialled and sent for the attention of the Procurement Section and placed in the bid box on the first floor at **270 Jabu Ndlovu (Loop) Street, Pietermaritzburg** OR if posted, place the aforementioned envelope in a covering envelope addressed as follows:
Bids, Department of Land Reform and Rural Development, Private Bag X9132, Pietermaritzburg, 3200.
14. The Department of Land Reform and Rural Development is not bound to accept the lowest or any proposal and reserves the right to accept any proposal or part thereof.

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	SS-KZN 5/2/1 (7082) 3P	CLOSING DATE:	30 SEPTEMBER 2025	CLOSING TIME:	11h00am
DESCRIPTION	THE APPOINTMENT OF PROFESSIONAL MULTI-DISCIPLINARY CONSULTING ENGINEERS ON TERM CONTRACT TO ASSIST THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT OF THE KWAZULU NATAL PROVINCE IN PLANNING, DESIGNING, IMPLEMENTING, MONITORING AND EVALUATING VARIOUS INFRASTRUCTURE PROJECTS ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF 36 MONTHS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
1 st Floor, 270 Jabu Ndlovu Street, Pietermaritzburg, 3200					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	BONGANI MAGUDULELA		CONTACT PERSON	MUSA KHATHI	
TELEPHONE NUMBER	033 264 9587		TELEPHONE NUMBER	079 519 9315	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	Bongani.Magudulela@dlrrd.gov.za		E-MAIL ADDRESS	Musa.Khathi@dlrrd.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 OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> 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, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
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 BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

(Proof of authority must be submitted e.g. company resolution)

DATE:

.....

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship

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

with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

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

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

BID PROCESS (EQUAL OR BELOW R 50 MILLION)

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. 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 tender 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;
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000); and
- (f) **“Historically Disadvantaged individuals”** means a person historically disadvantaged by unfair discrimination on the basis of race: Provided that a person historically disadvantaged on the basis of race refers to Africans, Coloureds, Indians and people of Chinese descent who are South African citizens by birth or descent; or who became citizens of the Republic of South Africa by Naturalisation -
 - Before 27 April 1994; or
 - On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date.

2. GENERAL CONDITIONS

2.1 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

2.2 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) 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

2.3 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.

2.4 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

- 2.5 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.
- 2.6 Tenderers that fail to claim points for specific goals or that fail to fully complete the table in paragraph 2.12 below, will not be awarded points for specific goals.
- 2.7 Tenderers that make a calculation error when claiming points as per the table in paragraph 2.12 below, will not be awarded points for specific goals. Please take note of the examples on how to calculate points for specific goals as per paragraph 2.12 below.
- 2.8 Tenderers that fail to submit the correct SBD 6.1 form as issued by the Department of Agriculture, Land Reform and Rural Development, will not be awarded points for specific goals.
- 2.9 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.

2.10 Tenderers who wish to claim points in terms of the table in paragraph 2.12 below need to provide proof for each point claimed as guided below:

2.10.1 Historically Disadvantaged individuals (HDI):

- **Attach a copy of Identity Document (ID) and company registration document.**

2.10.2 Who is female:

- **Attach a copy of Identity Document (ID) and company registration document.**

2.10.3 Who has a disability:

- **Attach a certified copy or original doctor's letter confirming the disability.**

2.10.4 Who is youth (a person that is not older than 35 years on the closing date of a bid):

- **Attach a copy of Identity Document (ID) and company registration document.**

2.11 The Department will use the Central Supplier Database and documents submitted by the tenderer to verify the points claimed for specific goals.

2.12 **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)	Percentage ownership equity (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
I. HDI	8		
II. Who is female	5		
III. Who has a disability	2		
IV. Specific goal: Who is youth	2		
V. Specific goal: Locality	3		

The number of points claimed for specific goals, are calculated as follow:

- (I) A maximum of 8 points may be allocated to tenderers who had no franchise in national elections before the 1983 and 1993 Constitution, on the following basis:
 - **Percentage ownership equity** x 8 ÷ 100 = number of points claimed.
- (II) A maximum of 5 points may be allocated for to tenderers who is female, on the following basis:
 - **Percentage ownership equity** x 5 ÷ 100 = number of points claimed.
- (III) A maximum of 2 points may be allocated to tenderers who has a disability, on the following basis:
 - **Percentage ownership equity** x 2 ÷ 100 = number of points claimed.
- (IV) A maximum of 2 points may be allocated to tenderers who are youth, on the following basis:
 - **Percentage ownership equity** x 2 ÷ 100 = number of points claimed.
- (V) A maximum of 3 points may be allocated to tenderers for locality, on the following basis:
 - **Percentage ownership equity** x 3 ÷ 100 = number of points claimed.

2.13 It is important to note that failure by a tenderer to complete the table in paragraph 2.12 in full, will result in points for specific goals not to be allocated.

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

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

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 points is allocated for price on the following basis:

80/20

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

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 the table in paragraph 2.12 above 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.

4.3 A consortium or joint venture may, based on the percentage of the contract value managed or executed by their members, be entitled to claim points in respect of specific contract participation goals.

4.4 A tenderer will not be awarded points for HDI if it is indicated in the tender documents that such a tenderer intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for the same number or more points for equity ownership.

- 4.5 A tenderer awarded a contract as a result of preference for contracting with, or providing equity ownership to a HDI, may not subcontract more than 25% of the value of the contract to a tenderer who is not a HDI or does not qualify for the same number or more preference for equity ownership.

5. SUB-CONTRACTING

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

YES		NO	
-----	--	----	--

- 5.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted: %
- ii) The name of the sub-contractor:
- iii) Points claimed for HDI by the sub-contractor:

6. DECLARATION WITH REGARD TO COMPANY/FIRM

6.1. Name of company/firm:

6.2. Company registration number:

6.3. 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]

- 6.4. 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:



land reform & rural development

Department:
Land Reform and Rural Development
REPUBLIC OF SOUTH AFRICA



Provincial Shared Service Centre: KwaZulu-Natal, 188 Hoosen Haffeejee Street, Pietermaritzburg, 3201. Tel (033) 355 4300

TERMS OF REFERENCES FOR THE APPOINTMENT OF PROFESSIONAL MULTI-DISCIPLINARY CONSULTING ENGINEERS ON TERM CONTRACT TO ASSIST THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT OF THE KWAZULU NATAL PROVINCE IN PLANNING, DESIGNING, IMPLEMENTING, MONITORING AND EVALUATING VARIOUS INFRASTRUCTURE PROJECTS ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF 36 MONTHS

1. BACKGROUND

The Department of Land Reform and Rural Development has a number of Programs to support the livelihood of rural communities and development in Mpumalanga Province. These programs include Infrastructure development for Land reform beneficiaries. The infrastructure covers a wide variety of structures and processes such as basic infrastructure that includes transport, water supply, sanitation and electricity; housing social infrastructure that includes education, health, community facilities, ICT & telecommunications; economic & market infrastructure that includes marketplaces, financial infrastructure, enterprise zones, transport terminals and environmental & resilience infrastructure that includes, flood management, soil & land conservation, waste management and agricultural development. These programs are implemented across all Municipalities within all ten (10) Districts of KwaZulu Natal Province.

The optimal, sustainable, and improved rural livelihoods, as well as the promotion of social and economic development on Land Reform projects in the Mpumalanga Province, remain the responsibility of the Department of Land Reform and Rural Development (DLRRD). It is therefore of fundamental importance that the set legislations, strategies, plans and reforms are translated into action in promoting broad economic development in the form of addressing the legacy of land dispossession, food security, rural economic development, job creation and business development. Promotion of the latter will therefore be based on the provision of post-settlement support to intended beneficiaries of the land reform projects within the parameters of the stipulated Departmental programmes.

2. SCOPE OF WORK

The goal of this term contract appointment is to obtain the services of

TERMS OF REFERENCES FOR THE APPOINTMENT OF PROFESSIONAL MULTI-DISCIPLINARY CONSULTING ENGINEERS ON TERM CONTRACT TO ASSIST THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT OF THE KWAZULU NATAL PROVINCE IN PLANNING, DESIGNING, IMPLEMENTING, MONITORING AND EVALUATING VARIOUS INFRASTRUCTURE PROJECTS ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF 36 MONTHS

experienced specialised multi-disciplinary professional engineering consultants to meet the technical requirements for the successful implementation and construction of basic infrastructure on an as-and-when-required basis for a period of 36 months.

The contract will be rates-based and professional fees will be governed by or regulated by Guideline Scope of Services and Tariff of Fees for Persons Registered in Terms of the Engineering Profession Act, 2000 (Act 46 of 2000), published in terms of Government Gazette Vol: 719 No.52691 of 2025, as amended, for the relevant work description. Refer also to the Department of Public Service and Administration (DPSA) and Department of Public Works (DPW) websites in this regard.

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

2.1 Consulting Period

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

2.2 Programs and Projects

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

TERMS OF REFERENCES FOR THE APPOINTMENT OF PROFESSIONAL MULTI-DISCIPLINARY CONSULTING ENGINEERS ON TERM CONTRACT TO ASSIST THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT OF THE KWAZULU NATAL PROVINCE IN PLANNING, DESIGNING, IMPLEMENTING, MONITORING AND EVALUATING VARIOUS INFRASTRUCTURE PROJECTS ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF 36 MONTHS

be covered by the services of the Professional Engineers are as follows:

- Establishment and Revitalisation of Basic infrastructure in all land reform and rural development projects.
- Land Development Supports projects.
- Food security projects.
- Rural Infrastructure Development (RID) projects (inclusive of Socio-Economic projects).
- Tenure Reform (CPAs, Labour Tenants and Farm Dwellers) projects.
- Restitution Post Settlement Support projects.
- Development and Maintenance of Agricultural Facilities.
- Agricultural Risk Management (Droughts, Floods, etc.).
- Dam Safety.

2.3 Provincial Shared Service Centre and Regional Offices

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

- Provincial Shared Services Centre (PSSC), Pietermaritzburg
- Vryheid Regional Shared Centre
- Richards Bay Regional Shared Service Centre
- Pietermaritzburg Regional Shared Service Centre
- Port Shepstone Regional Shared Service Centre
- Ladysmith Regional Shared Service Centre

2.4 Appointment Approach

The Department of Land Reform and Rural Development – KwaZulu Natal Province reserves the right to appoint different multidisciplinary Consultants or NOT to appoint.

2.5 Allocation of Work to the Appointed Service Providers.

- a) The DLRRD will enter into a Service Level Agreement (SLA) with the appointed Service Providers that will be used to manage their performance. The DLRRD reserves the right to terminate the services of the appointed service providers due to poor performance, through the contract management process as stipulated in the Service Level Agreement.
- b) The sourcing of services from the panel will be as and when required.

2.6 Implementing Authority

Implementing Authority: Land Reform and Rural Development– Mpumalanga Provincial Shared Services Centre

Address of Implementing Authority : DLRRD KZN Provincial Shared Service Centre
188 Hoosen Haffeejee Street
PIETERMARITZBURG
3201

Technical Enquiries : Mr M Khathi
Tel: (079) 519 9315
MusaKhathi@dalrrd.gov.za

SCM Enquiries : Mr B Magudulela
Tel: (033) 264 9587
BonganiMagudulela@dalrrd.gov.za

2.7 Objectives and Minimum Standards

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

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

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

Multidisciplinary Professional Consulting Engineering firms shall adhere to and comply with the following but not limited:

- a) Project and Construction Management Act, 2000 (Act No. 48 of 2000)
- b) Engineering Profession Act, 2000 (Act no 46 of 2000) (Civil & Structural),
- c) Engineering Profession Act, 2000 (Act no 46 of 2000) (Mechanical & Electrical),
- d) Engineering Profession Act, 2000 (Act no 46 of 2000) (Agricultural),
- e) Quantity Surveying Profession Act, 2000 (Act no 49 of 2000),
- f) Architectural Professions Act, 2000 (Act no 44 of 2000),
- g) Planning Profession Act, 2002 (Act 36 of 2002)
- h) Natural Scientific Professions Act of 2003, (Act 27 of 2003)
- i) Land Survey Act, 1997 (Act No. 8 of 1997)
- j) ,Standard Professional Services Contract July, 2009: Edition 3 of CIDB document.

2.8 General Scope of Works

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

- GS1 Scoping Report / Feasibility Study (Incl. EIA)
- GS2 Cost Estimation
- GS3 Technical Report
- GS4 Land survey (E.g. Topographical and aerial photography)
- GS5 Preliminary Engineering Design (Incl.OHS)
- GS6 Detailed Design
- GS7 Compilation of Specifications, Drawings and Bills of Quantities/Rates
- GS8 Tender, Bidding and Adjudication Procedures
- GS9 Assist farmers and beneficiaries in appointing reputable contractors in LDS
- GS10 Project Management (Incl. OHS)
- GS11 Supervision, Monitoring & Evaluation of construction work
- GS12 Skills transfer to officials and farmers
- GS13 Close-out Report (Incl. As-built drawings and O&M manuals)

The format of documentation should be as follows:

Reports: Hard copies and Electronic copies in PDF format, Word & Excel format on request.

Plans & Drawings: Hard copies and Electronic copies in PDF & DXF format

Tender documents: Hard copies and Electronic copies in Word & Excel format

Survey data: Electronic copies in DTM format and compatible with various Design Software.

Aerial photography: Geo-referenced Electronic copy in JPG, TIF or SID format.

Note: All electronic data should be GIS compatible.

2.9 Specific Scope of Work

SS1 Water supply for Agricultural, Industrial and Domestic use

Consulting activities to include:

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

SS2 Irrigation

Consulting activities to include:

- Desk study (Existing reports & designs, database search, statistical data).
- Site verification and role player liaison.
- Interpretation of soil survey.
- Laboratory analyses.
- Data processing and demand analysis.
- Hydraulic analysis.
- Design an irrigation system.
- Compile specifications, drawings and Bills of Quantities/Rates.
- Compile tender/bidding documentation and execute adjudication

procedures.

- Execute construction supervision and project management.
- Act as agent for the client in terms of OHS.
- Commission the Works.
- Compile close-out report (Incl. as build plans and O&M manuals).

SS3 Farm structures and animal handling facilities (per project)

Consulting activities to include:

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

SS4 Steel structures and storerooms (per project)

Consulting activities to include:

- Desk study (database search, statistical data).
- Site verification and role player liaison.
- Geotechnical interpretation.
- Laboratory analyses.
- Data processing and demand analysis.
- Design steel structures and storerooms.
- Compile specifications, drawings and Bills of Quantities/Rates.
- Compile tender/bidding documentation and execute adjudication procedures.

- Execute construction supervision and project management.
- Act as agent for client in terms of OHS.
- Compile close-out report (Incl. as build plans and O&M manuals).

SS5 Stock, Game and Security fencing (per project)

Consulting activities to include:

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

SS6 Farm, Rural Roads and Bridges (per project)

Consulting activities to include:

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

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

SS7 Electricity supply and reticulation (per project)

Consulting activities to include:

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

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

Consulting activities to include:

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

SS9 Canals, Weirs, and Dams (per project)

Consulting activities to include:

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

SS10 Soil Conservation Structures (per project)

Consulting activities to include:

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

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

SS11 Dam Safety

Consulting activities to include:

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

SS12 Agro-Processing

Consulting activities to include:

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

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

SS13 Other Typical Infrastructure Projects:

Basic Infrastructure

- Transport: Rural roads, Footpaths, Bridges.
- Water Supply: Boreholes, Wells, Piped water systems.
- Sanitation: Toilets, Septic systems, Wastewater management.
- Electricity: Rural electrification (grid and off-grid), Solar mini-grids.
- Housing: Low-cost rural housing, Upgraded informal dwellings.

Social Infrastructure

- Education: Primary and secondary schools, adult learning centres, Libraries.
- Health: Rural clinics and mobile health units, Maternity wards.
- Community Facilities: Community halls, Recreational centres, Sports fields.
- ICT & Telecommunications: Cell phone towers, Internet hubs, Public Wi-Fi zones.

Economic & Market Infrastructure

- Marketplaces: Fresh produce markets, Livestock trading posts, Craft markets.
- Financial Infrastructure: ATMs, Banking agents, Mobile banking centres.
- Enterprise Zones: Small industrial hubs, Rural business parks.
- Transport Terminals: Bus and taxi ranks, Goods loading/unloading bays.

Environmental & Resilience Infrastructure

- Flood Management: Dams, Levees, Stormwater drainage systems.
- Soil & Land Conservation: Terracing, Windbreaks, Erosion barriers.
- Waste Management: Solid waste sites, Composting and recycling, Sanitary landfills.

SS14 Supervision of Contractors

Consulting activities to include:

- Familiarise with the Employer's plans, programs and contracts.
- Site verification and role player liaison.
- Act as the Employer's Agent by managing Consultants on other projects.
- Construction supervision of work undertaken by the companies and Contractors as follows:
 - The function of the construction supervision work is to represent the client on site, including the following:-
 - Ensuring that the equipment and materials used are according to the required standards and specifications.
 - Review of work procedures.
 - Ensuring that the equipment is installed correctly and according to the approved specifications and designs (e.g. laying of pipe).
 - Checking that the specified SANS codes are adhered to.
 - Ensuring that the pre-approved design is adhered to.
 - Inspect all completed work and materials on site and prepare progress reports.
 - Health and safety issues on site.
- The Service Provider will act as the agent for the client in terms of the Construction Regulation 2003, issued in terms of the Occupational Health and Safety Act of 1993.
- The Service Provider shall arrange, formally and in writing, for the contracted companies to provide documentary evidence of compliance with all the requirements of the Occupational Health and Safety Act, 1993 (Act No.85 of 1993).
- The Service Provider shall execute the duties of the client, as his appointed agent, as contemplated in the Construction Regulations to the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993).
- The Service Provider shall comply with Covid-19 Occupational Health and Safety measures in workplaces - covid-19 (C19-OHS), 2020.

- Design review

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

This design review function includes:

- Checking the bill of materials against the design
- Checking of prices against the given rates and/or industry norms
- Checking compliance with relevant SANS codes
- Spot checks on various critical parts of the design, e.g. pump selection, friction loss in mainline, road specification, etc.
- Quality assurance of works
- Check that the turn-key company has an approved quality assurance plan in place and that the plan is implemented at all times.
- Check various critical aspects of the installation, which could have major impacts on the longevity of the scheme, i.e. bedding and depth of pipe.
- Project administration, including measurement of progress and checking of payment certificates.
- Measurement of progress on a weekly basis and preparation of progress reports on a monthly basis. Compare progress according to the approved and agreed program submitted by the contractor. Give instructions on behalf of the client to the contractor regarding deviations from the program.

- Training of Departmental staff

- Certain staff members have been appointed as project managers for the Land Development Support as well as the Rural Infrastructure Development programmes. It is of utmost importance that the Service Provider/Consultant communicates and co-operates with these members at all times.

- The Service Provider/Consultant is required to act as a mentor to these staff members and assist in their efforts to become registered as Professionals under the Engineering Profession Act 46 of 2000.
- Any other work which may be required by the client.
- Compile tender/bidding documentation and execute adjudication procedures.

3. STAFFING

3.1 Conduct and Experience

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

3.2 Specialised Skills

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

3.3 Empowerment

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

3.4 Experience

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

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

Basic Infrastructure

Transport

- Construction and upgrading of rural roads and bridges.
- Installation of road signage and safety features.
- Maintenance of footpaths and access routes.

Water Supply

- Drilling and equipping of boreholes and wells.
- Irrigation and Earth Dams
- Construction of piped water supply schemes.
- Installation of water storage tanks and treatment systems.

Sanitation

- Construction of ventilated improved pit (VIP) latrines.
- Installation of septic tanks and small-scale sewage systems.
- Development of hygiene awareness programs.

Electricity

- Extension of the electricity grid to rural communities.
- Installation of solar mini-grids and standalone solar systems.
- Provision of electrical connections to households and public buildings.

Housing

- Construction of low-cost and affordable housing units.
- Rehabilitation of informal and substandard housing.
- Provision of basic services to new housing developments.

Social Infrastructure

Education

- Construction of classrooms and school facilities.
- Provision of furniture and learning materials.
- Rehabilitation of existing schools.

Health

- Construction of rural health clinics and mobile health units.
- Provision of medical equipment and supplies.
- Training of community health workers.

Community Facilities

- Construction of community halls and sports fields.
- Development of multipurpose community centres.
- Provision of recreational and cultural spaces.

ICT & Telecommunications

- Installation of cellphone towers and internet infrastructure.
- Establishment of digital learning and access hubs.
- Provision of public Wi-Fi zones and ICT training programs.

Economic & Market Infrastructure

Marketplaces

- Construction of local and regional market facilities.
- Provision of storage and vendor stalls.
- Development of market access roads.

Financial Infrastructure

- Installation of ATMs and banking kiosks.
- Establishment of mobile money and agency banking points.
- Financial Literacy training programs.

Enterprise Zones

- Development of rural business parks and industrial sheds.
- Provision of support infrastructure for SMEs.
- Business incubation and mentorship programs.

Transport Terminals

- Construction of rural bus and taxi ranks.
- Installation of passenger shelters and loading bays.
- Provision of signage and security features.

Environmental & Resilience Infrastructure

Flood Management

- Construction of small dams, levees, and retention ponds.
- Rehabilitation of natural drainage systems.
- Installation of early warning systems.

Soil & Land Conservation

- Implementation of terracing and contour farming.
- Establishment of windbreaks and reforestation programs.
- Soil erosion control and gully rehabilitation.

Waste Management

- Construction of solid waste collection and disposal facilities.
- Establishment of composting and recycling centres.

On-farm infrastructure encompasses the physical assets within the farm's boundaries that directly support agricultural production and processing, such as:

- **Buildings:** Farmhouses, barns, sheds, workshops, and storage facilities.
- **Fencing:** To contain livestock and delineate property boundaries.
- **Irrigation systems:** Wells, pumps, canals, and other water management systems.
- **Equipment:** Tractors, harvesters, and other machinery.
- **Storage facilities:** Grain bins, silos, and cold storage for harvested crops.
- **Livestock facilities:** Pens, barns, and handling systems for animals.
- **Utilities:** Electricity, water, and internet access.

Off-farm infrastructure includes the external systems and facilities that connect the farm to the broader agricultural system and economy, such as:

- **Roads:** Ensuring access to markets and transportation of goods.
- **Markets:** Local, regional, and international markets where farmers can sell their products.
- **Processing facilities:** Facilities for cleaning, sorting, packaging, and processing agricultural products.
- **Storage facilities:** Warehouses and cold storage outside the farm for storing and distributing goods.
- **Transportation networks:** Roads, railways, and shipping ports are used to move products.

3.5 Employer's Requirements

The following Employer's Requirements should also be noted:

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

meet its requirements from time to time.

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

4. CONDITIONS ON PRICING SCHEDULE

4.1 Notes on Personnel, Fees and Tariffs

The fees for engineering services rendered in accordance with the Scope of Work must be calculated in accordance with the Guideline Scope of Services and Tariff of Fees for Persons Registered in Terms of the Engineering Profession Act, 2000 (Act 46 of 2000), published in terms of Government Gazette Vol: 719 No.52691 of 2025, as amended, for the relevant work description. Refer also to the Department of Public Service and Administration (DPSA) and Department of Public Works (DPW) websites in this regard.

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

5. MANDATORY CRITERIA

Bidders are required to submit the following documents with their Bids. Failure to submit will lead to disqualification of the Bid:

- 5.1 Letter of authority on Company Letterhead. Attach a resolution letter authorising a person to sign the bid documents. Failure to submit such documentation will automatically disqualify the bidder.

*In the case of a **ONE PERSON CONCERN** submitting a bid, this shall be clearly stated on the company letterhead.*

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

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

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

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

- 5.2 Professional Indemnity Insurance of R5 million, Letter of intent or quotation from the insurer. (attach cover or signed letter or insurance quotation)
- 5.3 Curriculum Vitae (CV) / Resume and valid certified professional ECSA registration certificate (**Pr. Eng**) for Team Leader with certified copies of bachelor's **degree in Civil Engineering, or, Agricultural Engineering**
- 5.4 Attendance of Compulsory Briefing Session. (16 September 2025 @ 1st Floor 270 Jabu Ndlovu street, Pietermaritzburg @11h00)

Non-mandatory requirements:

- 5.5 All bidders must be registered with the Central Supplier Database (CSD); failure to do so will result in disqualification at the time vetting and appointment.
- 5.6 Bid documents shall be submitted as downloaded and printed from the website without any alterations. (Any alterations will render the bid null and void and will be disqualified outright).
- 5.7 Bidders must ensure compliance with their tax obligations. Bidders may submit a printed TCS/CSD/SARS PIN together with their bid.
- 5.8 In bids where a consortium/Joint Venture/subcontractors are involved, each party must submit a separate valid tax clearance certificate, SARS PIN, TCS or CSD printout.
- 5.9 All forms, certificates and schedules shall be completed and signed in black ink. Mistakes made by the bidder shall not be removed by using correcting fluid (Tippex or similar) but shall be cancelled by drawing a line through the incorrect entry and initialling each correction or amendment.

- Bidder's previous experience.
- List of traceable references for similar services.
- Approach paper and methodology – Full and Detailed.
- CVs of the Team Leader and support Professional staff with a letter of consent, certified proof of Qualification(s) not older than six (6) months and an organogram.

6. EVALUATION METHOD

Bidders will be evaluated for compliance and functionality. The relevant information must be included to enable the Technical Proposal to be evaluated in accordance with the procedure outlined below. All supporting documents must be submitted.

The bid evaluation will be conducted as follows:

6.1 FUNCTIONALITY

6.1.1 Functionality will be evaluated by Members of the Bid Evaluation Committee in accordance with the functionality criteria and values illustrated below.

- Curriculum Vitae of the proposed Project Leader and Project team highlighting qualifications and relevant experience with particular reference to the specifications of this bid.
- Provide project descriptions of completed projects, highlight experience with similar projects successfully delivered within the past 10 years. Provide contactable details of employers for these projects.
- The methodology paper must respond to the scope of work, the nature of the contract and outline the proposed approach/methodology, including that relating to the controlling programming and management of sub-consultants in relation to the works that may be provided over the term of the contract.

6.2 The applicable values that will be utilized when scoring each criterion will range from **1 being very poor, 2 being poor, 3 being average, 4 being good and 5 being very good.**

Key Project Team Requirement

The Bidder shall provide qualified Key Personnel for the successful execution of the scope of works. All personnel must possess relevant qualifications and valid professional registrations recognised by the appropriate South African statutory bodies as specified

below: Below table contains the key project team and their minimum requirements for guidance and reference purposes. The Bidder shall provide CVs/Resumes, certified copies of qualifications, and certified proof of professional registrations for all Key Personnel at bid submission. Any changes to Key Personnel during the contract shall require prior written approval by DLRRD and must meet the above criteria and in the table below:

Key Personnel	Minimum Qualification	Experience	Professional Registration (South Africa)
Project Manager/Leader	Bachelor's degree in Civil Engineering, Agricultural Engineering,	Minimum 10 years managing rural infrastructure projects in South Africa or similar contexts	Registered Professional Engineer (Pr Eng) with ECSA
Civil (Structural) Engineer	Bachelor's degree in Civil Engineering	Minimum 5 years post-registration in rural infrastructure design and supervision	Registered Professional Engineer (Pr Eng)
Civil (Transportation) Engineer	Bachelor's degree in Civil Engineering	Minimum 5 years post-registration in rural infrastructure design and supervision	Registered Professional Engineer (Pr Eng)
Agricultural Engineer	Bachelor's degree in Agricultural Engineering or equivalent	Minimum 5 years post-registration experience in rural/agricultural infrastructure	Registered Professional Engineer (Pr Eng) with ECSA
Architect	Bachelor's degree or equivalent in Architecture	Minimum 5 years post-registration experience in architectural design for rural/community infrastructure	Registered Professional Architect with SACAP
Quantity Surveyor	Bachelor's degree or National Diploma in Quantity Surveying	Minimum 5 years of post-registration experience in cost estimation, contract	Registered Professional Quantity Surveyor with SACQSP

		administration, and procurement for rural projects	
Environmental Consultant	Bachelor's degree in Environmental Science or related field	Minimum 5 years post-registration experience in environmental impact assessments, compliance with South African environmental legislation	Registered with SACNASP or a member of SAIEP

Project Team Scoring

TEAM DESCRIPTION, REQUIREMENTS AND SCORING	WEIGHT
PROJECT TEAM: KEY RESOURCES	
<p><u>All personnel</u> must possess relevant qualifications (<i>as per table above</i>) and valid professional registrations recognized by the appropriate South African statutory bodies as specified below: The Bidder must provide CVs illustrating projects and value, certified copies of qualifications, and certified proof of professional registrations for <u>all Key Personnel</u> at Tender submission.</p> <ul style="list-style-type: none"> • Structural Engineer: Should have NQF level 7, Clear 5-year post qualification experience as a structural designer in similar projects, proof of ECSA registration as professional. • Transportation Engineer: Should have NQF level 7, Clear 5-year post qualification experience as a road and transportation designer, proof of ECSA registration as professional. • Agricultural Engineer: Should have NQF level 7, Clear 5-year post qualification experience in On and Off Farm infrastructure, proof of ECSA registration as professional. • Architect: Should have NQF level 7, Clear 5-year post qualification experience in Architectural works within Rural Space, proof of SACAP registration as professional. 	40

<ul style="list-style-type: none"> • Quantity Surveyor: Should have minimum NQF level 6, Clear 5-year post qualification experience in quantity survey for Rural Developmental projects, proof of SACQSP registration as professional. • Environmental Consultant: Should have NQF level 8, Clear 5-year post qualification experience as an Environmental Consultant for Rural Developmental projects, proof of Pr SACNASP or EAPASA registration as professional. 			
Key Personnel	Experience in years	Points	10
Project Manager/Leader	Bachelor's degree in Civil Engineering or Agricultural Engineering with 10 years or more post qualification experience as a project manager/leader, registered Professional Engineer (Pr Eng) with ECSA		
Company Experience Scoring			
	Provide at least minimum of 3 to a maximum of 5 relevant reference letters as per the below category cluster: rural infrastructure planning, design and supervision related projects which must include basic infrastructure that includes transportation, water supply, sanitation and electricity; housing social infrastructure that includes education, health, community facilities, ICT & telecommunications; economic & market infrastructure that includes marketplaces, financial infrastructure, enterprise zones, transport terminals and environmental & resilience infrastructure that includes, flood management, soil & land conservation, waste management and both on and off farm agricultural infrastructure projects and above completed in the past 10 years		25

	(proof of completion and reference letter start and completion date must be attached). For a bidder to score a maximum of 5 points, they must submit completion or reference letter(s) per category.		
METHODOLOGY	<p>The methodology must respond to the scope of work, the nature of the contract and outline the proposed approach/methodology, including that relating to the controlling programming and management of sub-consultants in relation to the works that may be provided over the term of the contract. The methodology, as such, needs to include:</p> <p>a) Executive Summary: A brief summary of the whole contents of the approach paper;</p> <p>b) Approach: Detailed approach that the bidder feels best to deliver the intended services for the project with identification of tasks for each of the activities/deliverables as have been foreseen, and work detailing at least the following:</p> <ol style="list-style-type: none"> i. Understanding of Project Scope. ii. Methodology to be adopted, including a generic project implementation schedule for the services as given in the scope of work (Activity, task and sub-task wise to achieve the deliverables); 		25

	<p>Organogram for the proposed project team and their responsibilities.</p> <p>iii. Identified project Implementation Risks and Risk management Proposal.</p> <p>iv. Quality control mechanism to be adopted for the project deliverables.</p> <p>v. Stakeholder Identification, management, and reporting mechanisms to be followed</p>		
			100

The bidding company and staff experience will be evaluated. Each bid will be assessed and awarded points for Functionality. Only bidders that achieve **60** points out of **100** as well as specified **minimum accepted scores** of All set criteria for Functionality will be deemed to be acceptable and accredited to form part of the panel. The rest will not be considered further.

7. RIGHT OF DLRRD TO INVESTIGATE AND SEEK CLARIFICATION

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

APPENDIXE TO TERMS OF REFERENCE (BID: SS-KZN 5/2/1(7082) 3P)

EVALUATION SCORING GUIDELINE FOR THE APPOINTMENT OF PROFESSIONAL MULTI-DISCIPLINARY CONSULTING ENGINEERS ON TERM CONTRACT TO ASSIST THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT OF THE KWAZULU NATAL PROVINCE IN PLANNING, DESIGNING, IMPLEMENTING, MONITORING AND EVALUATING VARIOUS INFRASTRUCTURE PROJECTS ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF 36 MONTHS

Evaluation Scoring Guide – Key Personnel Scoring

Criteria	Weight	Score guide
Provision of Required Personnel (All 6 roles with CVs) Qualifications (NQF compliance per role) Post-Qualification Experience (5+ yrs. per role in relevant field) Professional Registrations per required field (ECSA, SACAP, SACQSP, SACNASP/EAPASA)	40	<p>Score 1 = Less than 6 personnel with or without CVs, not meeting minimum NQF levels, with less than 5 yrs. experience in relevant field with 100% professional registrations.</p> <p>Score 2 = All 6 personnel with CVs, 100% meet minimum NQF levels, but not all personnel have ≥5 yrs. post qualification experience in relevant field with 100% professional registrations.</p> <p>Score 3 = All 6 personnel with CVs, 100% meet minimum NQF levels, 100% personnel have ≥5 yrs. post qualification experience in relevant field with 100% professional registrations.</p> <p>Score 4 = All 6 personnel with CVs, 100% exceed NQF levels, 100% personnel have ≥6 - 8 yrs. post</p>

		<p>qualification experience in relevant field with 100% professional registrations.</p> <p>Score 5 = All 6 personnel with CVs, 100% exceed NQF levels, 100% personnel have ≥ 8 - 10 yrs. post qualification experience in relevant field with 100% professional registrations.</p>
--	--	---

Evaluation Scoring Guide: Project Manager/Leader

Criteria	Weight	Score guide
<p>Project Manager/Leader</p> <ul style="list-style-type: none"> Bachelor's degree in Civil Engineering / Agricultural Engineering Registered Professional Engineer (Pr. Eng.) with ECSA Minimum 10 years post-qualification experience as Project Manager/Leader 	10	<p>Score 1 = Project Leader with CV, not meeting minimum NQF level, with less or ≥ 10 yrs. or no post qualification experience in relevant field as a project Leader/Manager, ECSA registered.</p> <p>Score 2 = Project Leader with CV, not meeting minimum NQF level, with less or ≥ 10 yrs. post qualification experience in relevant field as a project Leader/Manager, ECSA registered.</p> <p>Score 3 = Project Leader with CV, 100% meet minimum NQF level, with ≥ 10 yrs. post qualification experience in relevant field as a project Leader/Manager, ECSA registered.</p> <p>Score 4 = Project Leader with CV, 100% meet minimum NQF level, with ≥ 11 - 13yrs. post qualification experience in relevant field as a project Leader/Manager, ECSA registered.</p> <p>Score 5 = Project Leader with CV, 100% meet minimum NQF level, with ≥ 13 yrs. and above post qualification experience in relevant field as a project Leader/Manager, ECSA registered.</p>

Evaluation Scoring Guide: Company Experience Scoring

Criteria	Weight	Score guide
<p>Provide at least minimum of 3 to a maximum of 5 relevant reference letters as per below category cluster:</p> <p>Rural Infrastructure</p> <ul style="list-style-type: none"> Planning, design, and supervision services <p>Basic Infrastructure</p> <ul style="list-style-type: none"> transportation, water supply, sanitation, electricity. <p>Housing & Social Infrastructure</p> <ul style="list-style-type: none"> Education, health, community facilities, ICT & telecommunications. <p>Economic & Market Infrastructure</p> <ul style="list-style-type: none"> Marketplaces, financial infrastructure, enterprise zones, transport terminals. <p>Environmental & Resilience Infrastructure</p> <ul style="list-style-type: none"> Flood management, soil & land conservation, waste management, agricultural infrastructure (on & off-farm). 	25	<p>1 (Poor) = No reference letters provided, or letters provided are irrelevant (do not align with listed categories) or older than 10 years.</p> <p>2 (Average) = At least 1 valid reference/completion letter provided, but only covering one category cluster. Letters missing key details (e.g., no start/completion date or proof of completion).</p> <p>3 (Good) = At least 3 valid reference/completion letters provided, covering at least 3 different category clusters. All within past 10 years, with complete details in all letters.</p> <p>4 (Very Good) = At least 4 valid reference/completion letters provided, covering 4 of the 5 category clusters. All letters complete with required details and proof of completion within past 10 years.</p> <p>5 (Excellent) = 5 valid reference/completion letters provided, with at least one from each category cluster. All letters complete within past 10 years.</p>

Evaluation Scoring Guide: Methodology

Sub-Criterion	Description	Points	25
Executive Summary	<p>Concise and clear overview of the proposed methodology, key strategies, and objectives.</p> <p>The summary provides a reasonably clear outline of the methodology, key strategies, and objectives. Some elements could be more specific or better aligned. or</p> <p>The summary is concise, comprehensive, and compelling. It clearly outlines an innovative and relevant methodology, strategies, and objectives with strong alignment to project goals.</p>		
1. Understanding of Project Scope	<p>Demonstrated understanding of the project objectives, outputs, and context.</p> <p>1 – Poor: Shows little or no understanding of the project objectives, outputs, or context. Response is irrelevant or off-topic.</p> <p>2 – Average: Shows a basic understanding of the project but lacks depth or clarity. Key objectives or outputs are only partially addressed or misunderstood.</p> <p>3 – Good: Demonstrates a fair understanding of the project objectives, outputs, and context. Some areas may be underdeveloped but generally aligned.</p> <p>4 – Very Good: Clearly articulates a strong understanding of the project scope, including its objectives, outputs, and context. Shows relevance and logical interpretation.</p> <p>5 – Excellent: Demonstrates an in-depth, insightful understanding of the full project scope. Fully aligns with project objectives, outputs, and context with evidence of added value.</p>	5	

<p>2. Methodology and Implementation Plan</p>	<p>Clear, detailed methodology aligned with the scope of work that which includes: Generic project implementation schedule, breakdown of activities, tasks, and sub-tasks, organogram of project team and defined roles and responsibilities.</p> <p>1 – Poor: Methodology is unclear or missing. No logical plan or implementation schedule provided. Lacks activity breakdown, team structure, or defined responsibilities.</p> <p>2 – Average: Methodology is basic and only loosely aligned with the scope. Limited detail on schedule or activities. Team roles are unclear or generic.</p> <p>3 – Good: Methodology is clear and aligned with the scope. Includes a general project schedule and a basic breakdown of activities and tasks. Team roles are defined but not detailed.</p> <p>4 – Very Good: Methodology is well-structured and clearly aligned to the scope. Includes a detailed implementation schedule, logical activity breakdown, and team structure with defined roles.</p> <p>5 – Excellent: Methodology is comprehensive, innovative, and tailored to the project scope. Includes a complete and realistic schedule, detailed activity/task breakdown, organogram, and clearly defined roles and responsibilities.</p>	<p>5</p>	
<p>3. Risk Identification and Management</p>	<p>Identification of potential implementation risks and proposed mitigation strategies.</p> <p>1 – Poor: No risks identified, or risks are irrelevant. No mitigation strategies provided, or strategies are vague and unworkable.</p>		

	<p>2 – Average: Basic or generic risks are identified with minimal relevance to the specific project. Mitigation strategies are limited or lack detail.</p> <p>3 – Good: Relevant project risks are identified with some level of detail. Mitigation measures are provided and generally appropriate but may lack depth or completeness.</p> <p>4 – Very Good: A range of realistic and project-specific risks are identified. Well-developed mitigation strategies are outlined, showing a proactive approach to risk management.</p> <p>5 – Excellent: Comprehensive and insightful identification of all key project risks. Mitigation strategies are detailed, practical, and demonstrate a strong understanding of implementation realities and contingencies.</p>	5	
4. Quality Control Mechanisms	<p>Sound and practical quality assurance plan for all deliverables.</p> <p>1 – Poor: No quality control plan provided, or plan is vague and impractical. No clear mechanisms for monitoring or ensuring the quality of deliverables.</p> <p>2 – Average: Basic quality assurance measures mentioned but lacking detail or project relevance. Monitoring mechanisms are limited or not clearly defined.</p> <p>3 – Good: A generally sound quality control plan is provided, with relevant measures for key deliverables. Some quality assurance procedures are outlined but may lack full integration.</p> <p>4 – Very Good: Clear and well-structured quality assurance plan. Includes defined quality control processes, monitoring tools, and verification steps across all deliverables.</p>	5	

	<p>5 – Excellent: Comprehensive, practical, and project-specific quality control plan. Clearly defines procedures, responsibilities, review timelines, and corrective actions to ensure high-quality deliverables throughout.</p>		
5. Stakeholder Management and Reporting	<p>Clear stakeholder identification, communication plan, and reporting mechanisms.</p> <p>1 – Poor: No stakeholder identification or engagement plan provided. Communication and reporting mechanisms are absent or unclear.</p> <p>2 – Average: Basic or generic stakeholder identification. Limited communication strategy. Reporting is mentioned but lacks structure or consistency.</p> <p>3 – Good: Relevant stakeholders are identified. A clear communication plan is provided, and reporting mechanisms are outlined but may lack detail or full alignment to project needs.</p> <p>4 – Very Good: Stakeholders are comprehensively identified with appropriate engagement strategies. Communication and reporting are structured, timely, and relevant to project phases.</p> <p>5 – Excellent: Detailed and proactive stakeholder management plan with clear identification, engagement, and feedback strategies. Robust, transparent, and scheduled reporting mechanisms are integrated throughout the project lifecycle.</p>	5	



Mr Musa Khathi

22/08/25

APPENDIX TO BIDDERS

10. CIDB Standard Conditions of Tender



CIDB Standard Conditions of Tender

(January 2009 edition)

As published in Annex F of the CIDB Standard for Uniformity in Construction

Procurement in Board Notice 12 of
2009 in Government Gazette No 31823 of 30 January 2009

F.1 General

F.1.1 Actions

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

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

Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper act in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.
2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

F.1.3.2 These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

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

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

- b) **comparative offer** means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body
- f) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

F.1.4 Communication and employer's agent

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

F.1.5 The employer's right to accept or reject any tender offer

F.1.5.1 The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.

F.1.5.2 The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.

F.1.6 Procurement procedures

F.1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to F.3.13, be concluded with the tenderer who in terms of F.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

F.1.6.2 Competitive negotiation procedure

F.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

F.1.6.2.2 All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

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

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

F.1.6.3 Proposal procedure using the two stage-system

F.1.6.3.1 Option 1

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

F.1.6.3.2 Option 2

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

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

F.2 Tenderer's obligations

F.2.1 Eligibility

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

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

F.2.2 Cost of tendering

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

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents.

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

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

F.2.9 Insurance

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

F.2.10 Pricing the tender offer

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

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

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

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

F.2.11 Alterations to documents

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

F.2.12 Alternative tender offers

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

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

F.2.13 Submitting a tender offer

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

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

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

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

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

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

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

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

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

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

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

F.2.15 Closing time

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

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

F.2.16 Tender offer validity

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

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

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

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

F.2.17 Clarification of tender offer after submission

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

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

F.2.18 Provide other material

F.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

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

F.2.19 Inspections, tests and analysis

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

F.2.20 Submit securities, bonds, policies, etc.

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

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.3 The employer's undertakings

F.3.1 Respond to requests from the tenderer

F.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

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

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

F.3.2 Issue Addenda

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

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

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

F.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, preferences claimed and time for completion for the main tender offer only.

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

F.3.5 Two-envelope system

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

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

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

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

- a) complies with the requirements of these Conditions of Tender,

- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

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

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

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

F.3.9 Arithmetic errors, omissions and discrepancies

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

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

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

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

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

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

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

F.3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

F.3.11.2 Method 1: Financial offer

In the case of a financial offer:

- a) Rank tender offers from the most favourable to the least favourable comparative offer.
- b) Recommend the highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- c) Re-rank all tenderers should there be compelling and justifiable reasons not to recommend the highest ranked tenderer and recommend the highest ranked tenderer, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

F.3.11.3 Methods 2: Financial offer and preference

In the case of a financial offer and preferences:

- a) Score each tender in respect of the financial offer made and preferences claimed, if any, in accordance with the provisions of F.3.11.7 and F.3.11.8.
- b) Calculate the total number of tender evaluation points (*TEV*) in accordance with the following formula:

$$TEV = N_{FO} + N_P$$

where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;
 N_P is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated

F.3.11.4 Method 3: Financial offer and quality

In the case of a financial offer and quality:

- a) Score each tender in respect of the financial offer made and the quality offered in accordance with the provisions of F.3.11.7 and F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Calculate the total number of tender evaluation points (*TEV*) in accordance with the following formula:

$$TEV = N_{FO} + N_Q$$

where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;
 N_Q is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

F.3.11.5 Method 4: Financial offer, quality and preferences

In the case of a financial offer, quality and preferences:

- a) Score each tender in respect of the financial offer made, preference claimed, if any, and the quality offered in accordance with the provisions of F.3.11.7 to F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Calculate the total number of tender evaluation points (*TEV*) in accordance with the following formula, unless otherwise stated in the Tender Data:

$$TEV = N_{FO} + N_P + N_Q$$

where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;
 N_P is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.
 N_Q is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

F.3.11.6 Decimal places

Score financial offers, preferences and quality, as relevant, to two decimal places.

F.3.11.7 Scoring Financial Offers

Score the financial offers of remaining responsive tender offers using the following formula:

$$N_{FO} = W_1 \times A$$

where: N_{FO} is the number of tender evaluation points awarded for the financial offer.
 W_1 is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.
 A is a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

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	$A = 1 + \left(\frac{P - P_m}{P_m} \right)$	$A = P / P_m$
2	Lowest price or percentage commission / fee	$A = 1 - \left(\frac{P - P_m}{P_m} \right)$	$A = P_m / P$
^a P_m is the comparative offer of the most favourable comparative offer. P is the comparative offer of the tender offer under consideration.			

F.3.11.8 Scoring preferences

Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences.
Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

F.3.11.9 Scoring quality

Score each of the criteria and subcriteria for quality in accordance with the provisions of the Tender Data.

Calculate the total number of tender evaluation points for quality using the following formula:

$$N_Q = W_2 \times S_Q / M_S$$

where: S_Q is the score for quality allocated to the submission under consideration;
 M_S is the maximum possible score for quality in respect of a submission; and
 W_2 is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of tender offer

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

- is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- has the legal capacity to enter into the contract,
- is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- complies with the legal requirements, if any, stated in the tender data, and
- is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

F.3.14 Prepare contract documents

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

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

F.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

F.3.15 Complete adjudicator's contract

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

F.3.16 Notice to unsuccessful tenderers

F.3.16.1 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.

F.3.16.2 After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

F.3.17 Provide copies of the contracts

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

F.3.18 Provide written reasons for actions taken

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

11. STANDARD PROFESSIONAL SERVICES CONTRACT

STANDARD PROFESSIONAL SERVICES CONTRACT

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



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

PREFACE

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

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

TABLE OF CONTENTS	PAGE
1. Definitions	1
2. Interpretation	2
3. General	2
3.1 Governing law	2
3.2 Change in legislation	2
3.3 Language	3
3.4 Notices	3
3.5 Location	3
3.6 Publicity and publication	3
3.7 Confidentiality	3
3.8 Variations	3
3.9 Changes to the Contract Price or Period of Performance	4
3.10 Sole agreement	4
3.11 Indemnification	4
3.12 Penalty	4
3.13 Equipment and materials furnished by the Employer	5
3.14 Illegal and impossible requirements	5
3.15 Programme	5
3.16 Price adjustment to time-based fees for inflation	5
4. Employer's Obligations	6
4.1 Information	6
4.2 Decisions	6
4.3 Assistance	6
4.4 Services of Others	6
4.5 Notification of material change or defect	6
4.6 Issue of instructions	7
4.7 Payment of Service Provider	7
5. Service Provider's Obligations	7
5.1 General	7
5.2 Exercise of authority	7
5.3 Designated representative	7
5.4 Insurances to be taken out by the Service Provider	7
5.5 Service Provider's actions requiring Employer's prior approval	7
5.6 Co-operation with Others	8
5.7 Notice of change by Service Provider	8
6. Conflicts of Interest	8
6.1 Service Provider not to benefit from commissions, discounts, etc.	8
6.2 Royalties and the like	8
6.3 Independence	8
7. Service Provider's Personnel	8
7.1 General	8
7.2 Provision of Personnel in terms of a Personnel Schedule	9
8. Commencement, Completion, Modification, Suspension and Termination	9
8.1 Commencement of Services	9

8.2 Completion	9
8.3 Force Majeure	10
8.4 Termination	10
8.5 Suspension	11
8.6 Rights and liabilities of the Parties	11
9. Ownership of Documents and Copyright	11
10. Succession and assignment	11
11. Subcontracting	12
12. Resolution of Disputes	12
12.1 Settlement	12
12.2 Mediation	13
12.3 Adjudication	13
12.3 Arbitration	13
13. Liability	
14	
13.1 Liability of the Service Provider	14
13.2 Liability of the Employer	14
13.3 Compensation	14
13.4 Duration of Liability	14
13.5 Limit of Compensation	14
13.6 Indemnity by the Employer	15
13.7 Exceptions	15
14. Remuneration and reimbursement of Service Provider	15
15. Amounts due to the Employer	16
Personnel schedule	17
Contract Data	18
Form of Offer and Acceptance	22

GENERAL CONDITIONS OF CONTRACT

1. DEFINITIONS

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

Contract

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

Contract Data

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

Contract Price

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

Day

A calendar day.

Defect

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

Deliverable

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

Employer

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

Force Majeure

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

Key Persons

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

Others

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

Parties

The Employer and the Service Provider.

Period of Performance

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

Personnel

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

Personnel Schedule

A schedule naming all Personnel and Key Persons.

Pricing Data

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

Project

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

Scope of Work

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

Service Provider

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

Services

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

Start date

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

Subcontractor

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

2. INTERPRETATION

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

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

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

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

3. GENERAL

3.1 Governing law

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

3.2 Change in legislation

If after the commencement of the Contract, the cost or duration of the Services is altered as a result of changes in, or additions to, any statute, regulation or bye-law, or the requirements of any authority having jurisdiction over any matter in respect of the Project, then the Contract

Price and time for completion shall be adjusted in order to reflect the impact of those changes, provided that, within 14 Days of first having become aware of the change, the Service Provider

furnished the Employer with detailed justification for the adjustment to the Contract Price or Period of Performance (or both).

3.3 Language

- 3.3.1 The language of the Contract and of all communications between the Parties shall be English.
- 3.3.2 All reports, recommendations and reports prepared by the Service Provider under the Contract shall be in English.

3.4 Notices

- 3.4.1 Any notice, request, consent, approvals or other communication made between the Parties pursuant to the Contract shall be in writing and forwarded to the address specified in the Contract Data. Such communication shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or one week after having been sent by registered post, or unless otherwise indicated in the Contract Data, when sent by e-mail or facsimile to such Party
- 3.4.2 A Party may change its address for receipt of communications by giving the other Party 30 Days advance notice of such change.

3.5 Location

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

3.6 Publicity and publication

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

3.7 Confidentiality

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

3.8 Variations

- 3.8.1 The Employer may, without changing the objectives or fundamental scope of the Contract, order variations to the Services in writing or may request the Service Provider to submit proposals, including the time and cost implications, for variations to the Services.
- 3.8.2 The reasonable cost of preparation and submission of such proposals and the incorporation into the Contract of any variations to the Services ordered by the Employer, including any change in the Contract Price, shall be agreed between the Service Provider and the Employer.
- 3.8.3 Where a variation is necessitated by default or breach of Contract by the Service Provider, any additional cost attributable to such variation shall be borne by the Service Provider.

3.9 Changes to the Contract Price or Period of Performance

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

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

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

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

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

3.10 Sole agreement

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

3.11 Indemnification

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

3.12 Penalty

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

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

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

3.13 Equipment and materials furnished by the Employer

3.13.1 Equipment and materials made available to the Service Provider by the Employer, or purchased by the Service Provider with funds provided by the Employer for the performance of the Services shall be the property of the Employer and shall be marked accordingly. Upon termination or expiration of the Contract, the Service Provider shall make available to the Employer an inventory of such equipment and materials and shall dispose of them in accordance with the Employer's instructions.

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

3.14 Illegal and impossible requirements

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

3.15 Programme

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

- a) the order and timing of operations by the Service Provider and any actions, access to people, places and things and work required of the Employer and Others;
- b) the dates by which the Service Provider plans to complete work needed to allow the Employer and Others to undertake work required of them;
- c) provisions for float;
- d) the planned completion of the Services or part thereof in relation to a Period of Performance; and
- e) other information as required in terms of the Scope of Work or Contract Data.

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

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

3.15.3 The Service Provider shall update the programme:

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

and submit such revised programme to the Employer for approval.

3.16 Price adjustment to time-based fees for inflation

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

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

$$(CPI_n - CPI_s) / CPI_s$$

Where CPI_s = the indices specified in the Contract Data during the month in which the start date falls

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

4. EMPLOYER'S OBLIGATIONS

4.1 Information

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

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

4.2 Decisions

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

4.3 Assistance

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

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

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

4.4 Services of Others

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

4.5 Notification of material change or defect

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

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

4.6 Issue of instructions

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

4.7 Payment of Service Provider

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

5. SERVICE PROVIDER'S OBLIGATIONS

5.1 General

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

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

5.2 Exercise of authority

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

5.3 Designated representative

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

5.4 Insurances to be taken out by the Service Provider

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

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

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

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

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

5.6 Co-operation with Others

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

5.7 Notice of change by Service Provider

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

6. CONFLICTS OF INTEREST

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

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

6.2 Royalties and the like

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

6.3 Independence

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

7. SERVICE PROVIDER'S PERSONNEL

7.1 General

- 7.1.1 The Service Provider shall employ and provide all qualified and experienced Personnel required to perform the Services.
- 7.1.2 Where required in terms of the Contract, the Service Provider shall provide Key Persons as listed in the Contract Data to perform specific duties. If at any time, a particular Key Person cannot be made available, the Service Provider may engage a replacement who is equally or better qualified to perform the stated duty, subject to the Employer's approval, which approval shall not be unreasonably withheld.
- 7.1.3 Where the fees for the Services are time-based, the fee payable for a person provided as a replacement to a named Key Person shall not exceed that which would have been payable to the person replaced.
- 7.1.4 The Service Provider shall bear all additional costs arising out of or incidental to replacement of Personnel, except where such replacement is otherwise provided for in the Contract.
- 7.1.5 The Service Provider shall take all measures necessary and shall provide all materials and equipment necessary to enable Personnel to perform their duties in an efficient manner.

7.2 Provision of Personnel in terms of a Personnel Schedule

- 7.2.1 The Service Provider shall, where required in terms of the Contract Data, provide appropriate Personnel for such time periods as required in terms of the Contract and enter all data pertaining to Personnel including titles, job descriptions, qualifications and estimated periods of engagement on the performance of the Services in the Personnel Schedule.
- 7.2.2 Where the Service Provider proposes to utilise a person not named in the Personnel Schedule, he shall submit the name, relevant qualifications and experience of the proposed replacement person to the Employer for approval. Should the Employer not object in writing within 10 Days of receipt of such notification, the replacement shall be deemed to have been approved by the Employer.
- 7.2.3 The Services shall be performed by the Personnel listed in the Personnel Schedule for the periods of time indicated therein. The Service Provider may, subject to the approval of the Employer, make such adjustments to the data provided in terms of Clause 7.2.1 above as may be appropriate to ensure the efficient performance of the Services, provided that the adjustments will not cause payments to exceed any limit placed on the Contract Price.

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

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

8. COMMENCEMENT, COMPLETION, MODIFICATION, SUSPENSION AND TERMINATION

8.1 Commencement of Services

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

8.2 Completion

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

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

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

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

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

8.3 Force Majeure

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

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

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

8.4 Termination

8.4.1 The Employer may terminate the Contract:

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

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

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

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

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

8.4.5 Should the Service Provider, being an individual or the last surviving principal of a partnership or body corporate, die or be prevented by illness or any other circumstances beyond his control from performing the obligations implied by the Contract, the Contract shall be terminated without prejudice to the accrued rights of either Party against the other.

8.5 Suspension

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

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

8.6 Rights and liabilities of the Parties

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

9. OWNERSHIP OF DOCUMENTS AND COPYRIGHT

- 9.1 Copyright of all documents prepared by the Service Provider in accordance with the relevant provisions of the copyright Act (Act 98 of 1978) relating to Project shall be vested in the party named in the Contract Data. Where copyright is vested in the Service Provider, the Employer shall be entitled to use the documents or copy them only for the purposes for which they are intended in regard to the Project and need not obtain the Service Provider's permission to copy for such use. Where copyright is vested in the Employer, the Service Provider shall not be liable in any way for the use of any of the information other than as originally intended for the Project and the Employer hereby indemnifies the Service Provider against any claim which may be made against him by any party arising from the use of such documentation for other purposes.
- 9.2 The ownership of data and factual information collected by the Service Provider and paid for by the Employer shall, after payment by the Employer, lie with the Employer.
- 9.3 The Employer shall have no right to use any documents prepared by the Service Provider whilst the payment of any fees and expenses due to the Service Provider in terms of the Contract is overdue.

10. SUCCESSION AND ASSIGNMENT

- 10.1 Except as defined in Clause 8.4.4 above, each Party binds itself and its partners, successors, executors, administrators, assigns and legal representatives to the other Party and to the other partners, successors, executors, administrators, assigns and legal representatives of the other Party in respect of all obligations and liabilities of the Contract.
- 10.2 An assignment shall be valid only if it is a written agreement by which the Service Provider transfers his rights and obligations under the Contract, or part thereof, to others.
- 10.3 The Service Provider shall not, without the prior written consent of the Employer, assign the Contract or any part thereof, or any benefit or interest thereunder, except in the following cases :
- (a) by a charge in favour of the Service Provider's bankers of any monies due or to become due under the Contract; or
 - (b) by assignment to the Service Provider's insurers of the Service Provider's right to obtain relief against any other person liable in cases where the insurers have discharged the Service Provider's loss or liability.
- 10.4 The approval of an assignment by the Employer shall not relieve the Service Provider of his obligations for the part of the Contract already performed or the part not assigned.
- 10.5 If the Service Provider has assigned his Contract or part thereof without authorization, the Employer may forthwith terminate the Contract and the third party will have no claim against the Employer resulting from such termination.

11. SUBCONTRACTING

- 11.1 A Service Provider may not subcontract any work which he has the skill and competency to perform, unless otherwise permitted in the Contract Data.
- 11.2 A subcontract, where permitted in terms of the Contract Data, shall be valid only if it is a written agreement by which the Service Provider entrusts performance of a part of the Services to Others.
- 11.3 The Service Provider shall not subcontract to nor engage a Subcontractor to perform any part of the Services without the prior written authorization of the Employer. The services to be subcontracted and the identity of the Subcontractor shall be notified to the Employer. The

Employer shall, within 14 Days of receipt of the notification and a full motivation why such services are to be subcontracted, notify the Service Provider of his decision, stating reasons, should he withhold such authorization. If the Service Provider enters into a subcontract with a Subcontractor without prior approval, the Employer may forthwith terminate the Contract.

- 11.4 The Employer shall have no contractual relationships with Subcontractors. However, if a Subcontractor is found by the Employer to be incompetent, the Employer may request the Service Provider either to provide a Subcontractor with qualifications and experience acceptable to the Employer as a replacement, or to resume the performance of the relevant part of the Services himself.
- 11.5 The Service Provider shall advise the Employer without delay of the variation or termination of any subcontract for performance of all or part of the Services.
- 11.6 The Service Provider shall be responsible for the acts, defaults and negligence of Subcontractors and their agents or employees in the performance of the Services, as if they were the acts, defaults or negligence of the Service Provider, his agents or employees. Approval by the Employer of the subcontracting of any part of the Contract or of the engagement by the Service Provider of Subcontractors to perform any part of the Services shall not relieve the Service Provider of any of his obligations under the Contract.

12. RESOLUTION OF DISPUTES

12.1 Settlement

- 12.1.1 The Parties shall negotiate in good faith with a view to settling any dispute or claim arising out of or relating to the Contract and may not initiate any further proceedings until either Party has, by written notice to the other, declared that such negotiations have failed.
- 12.1.2 Any dispute or claim arising out of or relating to the Contract which cannot be settled between the Parties shall in the first instance be referred by the Parties to either mediation or adjudication as provided for in the Contract Data.

12.2 Mediation

- 12.2.1 If the Contract Data does not provide for dispute resolution by adjudication, not earlier than 14 Days after having advised the other Party, in terms of Clause 12.1, that negotiations in regard to a dispute have failed, an aggrieved Party may require that the dispute be referred, without legal representation, to mediation by a single mediator. The mediator shall be selected by agreement between the Parties, or, failing such agreement, by the person named for this purpose in the Contract Data. The costs of the mediation shall be borne equally by the Parties.
- 12.2.2 The mediator shall convene a hearing of the Parties and may hold separate discussions with any Party and shall assist the Parties in reaching a mutually acceptable settlement of their differences through means of reconciliation, interpretation, clarification, suggestion and advice. The Parties shall record such agreement in writing and thereafter they shall be bound by such agreement.
- 12.2.3 The mediator is authorised to end the mediation process whenever in his opinion further efforts at mediation would not contribute to a resolution of the dispute between the Parties.
- 12.2.4 If either Party is dissatisfied with the opinion expressed by the mediator or should the mediation fail, then such Party may require that the dispute be referred to arbitration or litigation in a competent civil court, as provided for in the Contract Data.

12.3 Adjudication

- 12.3.1 If the Contract Data does not provide for dispute resolution by mediation, an aggrieved Party may refer the dispute to adjudication. Adjudication shall be in accordance with the latest edition of the separately published CIDB Adjudication Procedures.
- 12.3.2 The adjudicator shall be appointed in terms of the Adjudicator's Agreement bound in the Construction Industry Development Board's Adjudication Procedure.
- 12.3.3 The Adjudicator shall be any person agreed to by the parties or, failing such agreement, shall be nominated by the person named in the Contract Data. The Adjudicator shall be appointed in accordance with the Adjudicator's Agreement contained in the CIDB Adjudication Procedure.
- 12.3.4 If a Party is dissatisfied with the decision of the Adjudicator, the Party may give the other Party notice of dissatisfaction within 28 Days of the receipt of that decision and refer the dispute to arbitration or litigation in a competent civil court as provided for in the Contract Data. If no notice of dissatisfaction is given within the specified time, the decision shall be final and binding on the Parties.

12.4 Arbitration

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

13. LIABILITY

13.1 Liability of the Service Provider

- 13.1.1 The Service Provider shall be liable to the Employer arising out of or in connection with the Contract if a breach of Clause 5.1 is established against him.
- 13.1.2 The Service Provider shall correct a Defect on becoming aware of it. If the Service Provider does not correct a Defect within a reasonable time stated in a notification and the Defect arose from a failure of the Service Provider to comply with his obligation to provide the Services, the Service Provider shall pay to the Employer the amount which the latter assesses as being the cost of having such Defect corrected by Others.
- 13.1.3 All persons in a joint venture or consortium shall be jointly and severally liable to the Employer in terms of this Contract and shall carry individually the minimum levels of insurance stated in the Contract Data, if any.

13.2 Liability of the Employer

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

13.3 Compensation

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

- (a) Compensation shall be limited to the amount of reasonably foreseeable loss and damage suffered as a result of the breach.
- (b) In any event, the amount of compensation will be limited to the amount specified in Clause 13.5.

13.4 Duration of Liability

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

13.5 Limit of Compensation

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

- a) the sum insured in terms of 5.4 in respect of insurable events; and
- b) the sum stated in the Contract Data or, where no such amount is stated, to an amount equal to twice the amount of fees payable to the Service Provider under the Contract, excluding reimbursement and expenses for items other than salaries of Personnel, in respect of non-insurable events.

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

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

13.6 Indemnity by the Employer

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

13.7 Exceptions

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

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

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

14. REMUNERATION AND REIMBURSEMENT OF SERVICE PROVIDER

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

- 14.1 The Service Provider shall be entitled to render interim monthly accounts for fees and reimbursements throughout the duration of the Contract. Interim amounts of lump sum fees due shall be based on progress.
- 14.2 Amounts due to the Service Provider shall be paid by the Employer within thirty (30) Days of receipt by him of the relevant invoices. If the Service Provider does not receive payment by the due date, he shall be entitled to charge interest on the unpaid amount, which is payable by the Employer, at the prime interest rate charged by his bank and certified by such bank, plus 2% per annum, and calculated from the due date of payment.
- 14.3 If any item or part of an item in an invoice submitted by the Service Provider is disputed by the Employer, the latter shall, before the due date of payment, give notice thereof with reasons to the Service Provider, but shall not delay payment of the balance of the invoice. Clause 14.2 shall apply to disputed amounts which are finally determined to be payable to the Service Provider.
- 14.4 In respect of Services charged for on a time-basis and all other reimbursable expenses the Service Provider shall maintain records in support of such charges and expenses for a period of twenty four months after the completion or termination of the Contract. Within this period the Employer may, on not less than 14 Days notice, require that a reputable and independent firm of accountants, nominated by him at his expense, audit any claims made by the Service Provider for time charges and expenses by attending during normal working hours at the office where the records are maintained.

15 AMOUNTS DUE TO THE EMPLOYER

Amounts due to the Employer shall be paid by the Service Provider within thirty (30) Days of receipt by him of the relevant invoices. If the Employer does not receive payment by the due date, he shall be entitled to charge interest on the unpaid amount, which is payable by the Service Provider, at the rate stated in the Contract Data, calculated from the due date for payment.



land reform &
rural development

Department:
Land Reform and Rural Development
REPUBLIC OF SOUTH AFRICA



SUPPLIER MAINTENANCE

BAS

☐ LOGIS

☐

OFFICE

System User Only

Captured By:	
Captured Date:	
Authorised By:	
Date Authorised:	
Safety Web Verification	
YES	NO

The Director General: Department of Land Reform and Rural Development

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

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

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

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

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

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

Company / Personal Details

Registered name	
Trading name	
Tax number	
Vat number	
Title	
Initials	
First name	
Surname	

Address Details

Postal Address Line 1	
Postal Address Line 2	
Physical Address Line 1	
Physical Address Line 2	
Postal Code	

New Detail

☐ New Supplier Information ☐ Update Supplier Information

Supplier type

<input type="checkbox"/> Individual
<input type="checkbox"/> Company
<input type="checkbox"/> CC
<input type="checkbox"/> Partnership

<input type="checkbox"/> Department
<input type="checkbox"/> Trust
<input type="checkbox"/> Other

Department number

Other Specify

Supplier Account Details	
<i>(This field is compulsory and should be completed by a bank official from the relevant bank.)</i>	
Account name	
Account number	
Branch name	
Branch number	
Account type	<input type="checkbox"/> Cheque Account <input type="checkbox"/> Savings Account <input type="checkbox"/> Transmission Account <input type="checkbox"/> Bond Account <input type="checkbox"/> Other (Please Specify) <input type="text"/>
ID Number	
Passport Number	
Company	
Registration Number	
*CC Registration	
*Please include CC/ CK where applicable	
Practise Number	
When the bank stamps this entity maintenance form, they confirm that all the information completed by the entity is correct.	Bank stamp It is hereby confirmed that these details have been verified against the following screens: ABSA – CIF screen FNB – Hogans system on the CIS4 STD Bank – Look-up-screen Nedbank – Banking Platform under the Client Details tab

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

	Supplier details	Departmental sender details
Signature		
Print Name		
Rank		
Date (dd/mm/yyyy)		

Address of Land Reform and Rural Development where form is submitted from:

--

PROCUREMENT ENGAGEMENT MODEL FOR
PANEL OF PROFESSIONAL SERVICE
PROVIDERS (PSPs)

Comprehensive Procurement Approach Engagement Model for the Department of Land Reform and Rural Development – KwaZulu-Natal Provincial Shared Services Centre (DLRRD-KZN PSSC).

PROCUREMENT ENGAGEMENT MODEL FOR PANEL OF PROFESSIONAL SERVICE PROVIDERS (PSPs)

1. Policy and Legal Framework

The model will be governed by:

- **Section 217 of the Constitution:** Procurement must be **fair, equitable, transparent, competitive, and cost-effective**.
 - **PFMA (Act No. 1 of 1999):** Ensures responsible financial management, transparency, and accountability.
 - **Treasury Regulation 16A6.4:** Allows for the establishment and use of a **panel of service providers**, provided a **fair system** of appointment is in place.
-

2. Purpose of the Model

To ensure:

- Equitable allocation of work among PSPs on the panel.
 - Transparent and competitive task order allocation.
 - Rotational appointment that promotes broad participation and transformation.
-

3. Panel Establishment (Already Completed)

- Panel established via an open, competitive bidding process.
- PSPs were evaluated based on functionality, capacity.

4. Engagement Approach for Task Orders

A. Invitation and Rotation Principle

- All panel members are invited to respond to **mini competitions** (specific task order requests).
- The **successful PSP** will be **excluded** from bidding for the **immediate next task order**.
- This **rotational exclusion** ensures that opportunities rotate among all qualified PSPs.

B. Mini-Competition Process

- Develop and issue specific **Task Order Terms of Reference (ToR)** with scope, timeline, deliverables, and price schedule.
- Invite **all PSPs** on the panel (excluding most recent award).
- Bids evaluated using a **pre-approved scoring methodology** (functionality, price, B-BBEE).
- **Highest scoring PSP** shall be awarded the task in line with PPPFA.

C. Fairness and Record-Keeping

- SCM shall maintain a **rotation schedule register** tracking:
 - Date of task order
 - Winning PSP
 - PSPs excluded from next round
 - **Justification for award** documented per Regulation 16A6.4.1(d) and 2022 Regulation.
 - Records of **bidder participation, scoring and exclusions** kept for audit purposes.
-

5. Governance and Oversight

A. Delegated Authority and Approvals

- Task order awards shall be approved by the **Delegated Official** per the departmental SCM Delegations.
- All awards and exclusions shall be properly kept by the **SCM Unit for audit purpose**.

B. Audit Trail and Compliance

- Task order allocation register, and decision memos shall be kept safely for audit purpose.
 - Regular audits shall ensure compliance with **PFMA, TR 16A, and constitutional procurement principles**.
-

6. Monitoring and Evaluation

- Conduct **quarterly reviews** of participation, delivery, and PSP performance.
 - Evaluate whether the model ensures:
 - Equal participation across PSPs
 - Improved service delivery
 - Value for money
-

7. Risk Management

- **Risk of repeat work exclusion** mitigated by allowing excluded PSPs to return in subsequent orders.
 - **Underperformance** managed through performance evaluation and possible suspension/removal from the panel as per contract terms.
-