



drdar

Department:
Rural Development & Agrarian Reform
PROVINCE OF THE EASTERN CAPE

EASTERN CAPE PROVINCIAL GOVERNMENT

DEPARTMENT OF RURAL DEVELOPMENT AND AGRARIAN REFORM

BID FOR PROFESSIONAL SERVICES FOR THE PLANNING, DESIGN, TENDER DOCUMENTATION, TENDER EVALUATION, CONSTRUCTION SUPERVISION, CONTRACT ADMINISTRATION AND CLOSE-OUT OF A WINERY AT SHILOH IRRIGATION SCHEME IN THE ENOCH MGIJIMA LOCAL MUNICIPALITY
SCMU8-23/24-0073

Deputy Director: Supply Chain Management DEPARTMENT OF RURAL DEVELOPMENT & AGRARIAN REFORM Chris Hani District Private Bag X7187 Komani, 5320 Contact: Name: Ms. N. Mquqwana Telephone: 045 807 7000/ 073 434 6177	Directorate: Engineering Services Chief Engineer DEPARTMENT OF RURAL DEVELOPMENT & AGRARIAN REFORM Chris Hani District Private Bag X7187 Komani, 5320 Contact: Name: DCJ de Villiers Telephone: 045 807 8003/083 294 4381
Closing Date: 25 August 2023 Time: 11H00	
Tenderer: _____	
CSD Number: _____	
LOGIS Number: _____	
Preference Points Claimed: _____	
Proposed Period for Completion: _____	
Total of the prices inclusive of applicable taxes: R _____	

The Tender

EASTERN CAPE PROVINCIAL GOVERNMENT

DEPARTMENT OF RURAL DEVELOPMENT AND AGRARIAN REFORM

BID FOR PROFESSIONAL SERVICES FOR THE PLANNING, DESIGN, TENDER DOCUMENTATION, TENDER EVALUATION, CONSTRUCTION SUPERVISION, CONTRACT ADMINISTRATION AND CLOSE-OUT OF A WINERY AT SHILOH IRRIGATION SCHEME IN THE ENOCH MGJIMA LOCAL MUNICIPALITY

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PART 1: TENDERING PROCEDURES

1.1

Tender Notice and Invitation to Tender

EASTERN CAPE PROVINCIAL GOVERNMENT

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BID FOR PROFESSIONAL SERVICES FOR THE PLANNING, DESIGN, TENDER DOCUMENTATION, TENDER EVALUATION, CONSTRUCTION SUPERVISION, CONTRACT ADMINISTRATION AND CLOSE-OUT OF A WINERY AT SHILOH IRRIGATION SCHEME IN THE ENOCH MGIJIMA LOCAL MUNICIPALITY

T1.1 Tender Notice and Invitation to Tender

1.	The Department of Rural Development and Agrarian Reform has identified the need to appoint a Professional Consultancy lead by a Professional Engineer that shall perform the duties of Structural engineer, Project Manager and Principal Agent on behalf of the Department and shall lead a team of professionals selected by him/her for the planning, design, specifications and drawings, and compilation of tender documentation, and construction management 100 ton wine cellar (expandable) at Shiloh irrigation Scheme, near Whittlesea in the Chris Hani District. The Mayime cooperative has an established vineyard of 12ha, expandable to 50ha, which is currently producing well. The grape harvest is currently transported to the Western Cape where wine is produced. This practice through is firstly costly, but also result in excessive loss in quality, due to the long distance transport. Business proposals indicate that it should be viable to produce and bottle the wine on site. The services required from the consultancy shall include the following: ○ Stage 1 – Inception ○ Stage 2 – Concept and Viability (also termed Preliminary Design) ○ Stage 3 – Design Development (also termed Detail Design) ○ Stage 4 – Documentation and Procurement ○ Stage 5 – Contract Administration and Inspection ○ Stage 6 – Close-Out NB: It is the Department's objective is to firstly commence with the inception, and the Concept and Viability stages. Should the project proofs viable to execute, and should funding be sourced, the Department may instruct the Engineer to proceed with further services. The Department will re-evaluate the project after each stage, and reserves the right to end the contract of the professional at the completion of any of the stages, without compensation for any of the incomplete stages, in the case where a decision may be taken not to proceed with the project.
2.	The contract will be based on the CIDB Professional services contract (Third edition) 2009.
3.	Only tenderers who have suitable experience and suitably qualified personnel in providing similar services to those that are required are eligible to submit tenders.
4.	The Eastern Cape Department of Rural Development and Agrarian Reform will enter into a contract with the successful tenderer.
5.	Tender documents will be available during working hours after 08:00 as of 04 August 2023 until the day before the tenders close and can be downloaded free of charge from the Departmental website (www.drda.gov.za) or https://etenders.treasury.gov.za/ .
6.	A compulsory clarification meeting will be held via MS Teams on Friday, 11 Aug 2023 at 11h00. Contact Mr. DCJ de Villiers, email: dirk.devilliers@drda.gov.za, for an invitation/link to the MS Teams meeting.

7.	The completed tender document and any supporting documentation shall be placed in a single sealed envelope clearly marked “CONTRACT NO: SCMU8-23/24-0073: BID FOR PROFESSIONAL SERVICES FOR THE PLANNING, DESIGN, TENDER DOCUMENTATION, TENDER EVALUATION, CONSTRUCTION SUPERVISION, CONTRACT ADMINISTRATION AND CLOSE-OUT OF A WINERY AT SHILOH IRRIGATION SCHEME IN THE ENOCH MGJIMA LOCAL MUNICIPALITY, and deposited in the tender box at: THE DEPARTMENT OF RURAL DEVELOPMENT AND AGRARIAN REFORM, Block H, Bathandwa Ndondo Office Park, Komani, 5319, SCM OFFICES not later than 11:00 on 25 August 2023 when the tender box will close. Tenderers should ensure that tender documents are delivered timeously to the correct address. If the tender is late, it will not be accepted for consideration. It is the responsibility of the tenderer/s to ensure that bid documents/proposals are submitted on or before closing time and the correct location as the department will not take responsibility of wrong delivery. Tenderers using courier services for delivery of their bid documents must ensure the delivery is at the correct place / location and time as the department will not be held responsible for wrong delivery. The Department will not accept responsibility if bids received by officials are not timely deposited in the Bid Box.																										
8.	All submitted certificates must be valid for 90 days after the Tender Closing Date.																										
9.	In terms of Preferential Procurement Regulation of 2022 the 80/20 preference point system is applicable.																										
10.	The Department is targeting specific goals in accordance to the Supply Chain Management Policy 2023 with reference to the Preferential Procurement Regulations 2022 The tenderers must submit verification documentation in proof of the preferential points claimed on SDB 6.1, according to table below: <table border="1"> <thead> <tr> <th>No</th><th>Specific Goals</th><th>Preference Points allocated out of the 20</th><th>Documentation to be submitted by bidders to validate their claim for points</th></tr> </thead> <tbody> <tr> <td>1</td><td>An EME or QSE which is at least 51% owned by black people</td><td>5</td><td> - ID Copy - CIPC (Company registration)' - CSD report (the ownership status of the 2 documents must correspond in order to be awarded points) </td></tr> <tr> <td>2</td><td>Located in the Province where the services will be rendered/ item delivered.</td><td>2</td><td> - Municipal rates account OR - Letter from councilor confirming residence OR - Lease Agreement </td></tr> <tr> <td>3</td><td>An EME or QSE which is at least 51% owned by women</td><td>7</td><td> - ID Copy - CIPC (Company registration)' - CSD report (the ownership status of the 2 documents must correspond in order to be awarded points) </td></tr> <tr> <td>4</td><td>An EME or QSE which is at least 51% owned by youth (up to 35 years of age)</td><td>4</td><td> - ID Copy - CIPC (Company registration)' - CSD report (the ownership status of the 2 documents must correspond in order to be awarded points) </td></tr> <tr> <td>5</td><td>An EME or QSE which is at least 51% owned by people with disability</td><td>2</td><td> - ID Copy - CIPC (Company registration) - CSD report (the ownership status of the 2 documents must correspond in order to be awarded points) - Medical certificate - SASSA registration or confirmation of disability from a relevant authority. </td></tr> </tbody> </table>			No	Specific Goals	Preference Points allocated out of the 20	Documentation to be submitted by bidders to validate their claim for points	1	An EME or QSE which is at least 51% owned by black people	5	- ID Copy - CIPC (Company registration)' - CSD report (the ownership status of the 2 documents must correspond in order to be awarded points)	2	Located in the Province where the services will be rendered/ item delivered.	2	- Municipal rates account OR - Letter from councilor confirming residence OR - Lease Agreement	3	An EME or QSE which is at least 51% owned by women	7	- ID Copy - CIPC (Company registration)' - CSD report (the ownership status of the 2 documents must correspond in order to be awarded points)	4	An EME or QSE which is at least 51% owned by youth (up to 35 years of age)	4	- ID Copy - CIPC (Company registration)' - CSD report (the ownership status of the 2 documents must correspond in order to be awarded points)	5	An EME or QSE which is at least 51% owned by people with disability	2	- ID Copy - CIPC (Company registration) - CSD report (the ownership status of the 2 documents must correspond in order to be awarded points) - Medical certificate - SASSA registration or confirmation of disability from a relevant authority.
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	A trust, consortium or joint venture must obtain and submit documented proof for each party of such trust, consortium or joint venture.
11.	All tenderers must be registered on the National Treasury Centralized Suppliers Data Base before the closing date of tenders and provide the information. <u>Invalid or non-submission of the following documents will render the Bidder disqualified:</u> ➤ Tax compliance status and company directors of bidders will be verified on <u>CSD</u> for all price quotations and bids. <u>Therefore, Hard copies of Tax Certificate are no more required.</u> ➤ CK documents must be attached in the bid. ➤ JV Agreement (if Applicable) ➤ Proof of CSD registration (active & recently updated) ➤ Proof of Professional Registration at ECSA. ➤ Proof of specialist in wine cellar design on project team (Provide CV)
12.	Part of the works cannot be sub contracted without prior approval from the Engineer.
13.	The tender with the lowest price or any tender offer will not necessarily be accepted.
14.	All tenders must be submitted on the official forms – (not to be re-typed). Telephonic, telegraphic or facsimile will not be accepted.
15.	Failure to supply all supplementary information, certificates and documentation may result in the tender being rendered non-responsive.
16.	Bidders must submit in terms of point 15 above, the following with the bid submission: i) Proof of the CSD registration of the subcontractor(s). ii) Provide details of which items in the bill of quantities will be part of the subcontracting agreement. iii) Proof of ECSA registration. iv) Proof of specialist in wine cellar design on project team (Provide CV)
17.	Administrative enquiries should be directed to: Ms. K Mbugwa Tel: 045 807 7016/ 083 382 9352 Email: khutala.mbugwa@drdar.gov.za
18.	Technical enquiries should be directed to: Mr. D. de Villiers Tel: 083 294 4381 Email: dirk.devilliers@drdar.gov.za

1.2

Tender Data

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BID FOR PROFESSIONAL SERVICES FOR THE PLANNING, DESIGN, TENDER DOCUMENTATION, TENDER EVALUATION, CONSTRUCTION SUPERVISION, CONTRACT ADMINISTRATION AND CLOSE-OUT OF A WINERY AT SHILOH IRRIGATION SCHEME IN THE ENOCH MGIJIMA LOCAL MUNICIPALITY

1.2 Tender Data

The conditions of tender are the latest edition of SANS 10845-3, <i>Standard conditions of tender</i>. SANS 10845-3 makes several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the provisions of SANS 10845-3 and as contained in Best Practice guide A7: Procurement of professional Services Dec 2007: Edition 2 of CIDB Doc 1035. Each item of data given below is cross-referenced to the clause in SANS 10845-3 to which it mainly applies.	
Clause number	Tender Data
3.1	The Employer is the Department of Rural Development & Agrarian Reform.
3.2	The tender documents issued by the employer comprise the following documents: THE TENDER Part T1: Tendering procedures T1.1 - Tender notice and invitation to tender T1.2 - Tender data Part T2 : Returnable documents T2.1 - List of returnable documents T2.2 - Returnable schedules THE CONTRACT Part C1: Agreements and Contract data C1.1 - Form of offer and acceptance C1.2 - Contract data Part C2: Pricing data C2.1 - Pricing assumptions C2.2 - Pricing schedule Part C3: Scope of work C3.1 - Scope of work Part C4: Site information C4.1 – Site Information
3.2	The tender documents issued by the employer comprise the documents listed on the contents page
3.4	The employer's agent is: Name: Mr. DCJ de Villiers DEPARTMENT OF RURAL DEVELOPMENT & AGRARIAN REFORM Engineering Services Private Bag X7187 Komani 5320

Clause number	Tender Data
	Tel: 045 807 8003 Cell: 083 294 4381 E-mail: dirk.devilliers@drdar.gov.za
3.4	The language for communications is English
3.6	The competitive negotiation procedure shall be applied.
3.6	Method 2: Three stage procurement procedure shall be applied.
4	Tender's obligations
4.1	Only those tenderers who satisfy the following eligibility criteria and who provide the required evidence in their tender submissions are eligible to submit tenders and have their tenders evaluated: - Professional and active registration with ECSA. - Tax matters are in order. - Directors or company is not in the Treasury's database of restricted suppliers
4.2	It is the responsibility of the tenderer to check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.
4.3	Confidentiality and copyright of documents Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.
4.4	Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are incorporated into the tender documents by reference.
4.5	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.
4.6	The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender. Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list. Tender documents will not be made available at the clarification meeting
4.7	Seek clarification <i>Request clarification of the tender documents, if necessary, by notifying the employer at least 5 (Five) working days before the closing time stated in the tender data.</i>
4.9	Tenderers are required to state the rates and currencies in Rand. Include in the rates, prices, and the tendered total of the prices (if any), all duties, taxes which the law requires to be paid [except value added tax (VAT)], and other levies payable by the successful tenderer, that are applicable 14 days before the closing time stated in the tender data. Show the VAT payable by the employer separately as an addition to the tendered total of the prices. 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. State the rates and prices in monetary value of the contract unless otherwise instructed in the tender data.

Clause number	Tender Data
4.9(a)	If after the commencement of the Contract, the cost or duration of the services is altered as a result of changes in, the amount of the main contractor or contract amount from which fee account/estimate were based, or amounts or additions to, any statute, regulation or by-laws, or the requirements of any authority having jurisdiction over any matter in respect of the Project, then the Contract Price and time for completion shall be adjusted in order to reflect the impact of those changes, provided that, within 90 days of first having become aware of the change, the Service Provider or Project Manager furnished the Employer with detailed justification to the Price Price or Period of the Performance (or both).
4.10	Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer or to correct errors made by the tenderer and ensure that all signatories to the tender offer initial all such alterations. Do not make erasures using masking fluid.
4.11	Main tender offers are not required to be submitted together with alternative tenders.
4.12	No alternative tender offers will be considered.
4.13.1	Parts of each tender offer communicated on paper shall be submitted as an original. Submit a) the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with a translation of any documentation in a language other than the language of communication established in 3.4, and b) the parts communicated electronically by the employer of its agents on paper format with the tender.
4.13.2	Sign the original and all copies of the tender offer where required in terms of the tender data. NOTE The employer holds all authorized signatories liable on behalf of the tenderer.
4.13.3	A tender security in the amount of N/A is required and shall remain valid for a period not exceeding N/A days after the closing date for tender offers. The form of the tender security shall not differ substantially from the sample provided in Annex D of SANS 10845-3.
4.13.5 and 4.15	The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are: Location of tender box: THE DEPARTMENT OF RURAL DEVELOPMENT AND AGRARIAN REFORM, Block H, Bathandwa Ndondo Office Park, Komani, 5319 Identification details: Tender reference number, Title of Tender and the closing date and time of the tender.
4.13.4	The tenderer is required to submit with his tender the following certificates: 1) a copy of the CSD report showing, amongst other things, that tax matters of the service provider are in order the South African Revenue Services. 2) valid certified Professional Registration certificate. 3) Documentation to proof preferential points claimed.
4.13.5	A two-envelope procedure will not be required.
4.13.6	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted. The tenderer accepts that the employer does not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
4.15	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.

Clause number	Tender Data
	Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Proof of posting shall not be accepted as proof of delivery. Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of the standard conditions of tender in this part of SANS 10845 apply equally to the extended deadline.
4.16.1	The tender offer validity period is 90 days. Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data. If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period, with or without any conditions attached to such extension. Extend the period of the tender security, if any, to cover any agreed extension requested by the employer.
4.16.2	Placing of consultants under restrictions / withdrawal of tenders. If any tenderer who has submitted a tender offer or a service provider who has concluded a contract has, as relevant: • withdrawn such tender or quotation after the advertised closing date and time for the receipt of submissions; • after having been notified of the acceptance of his tender, failed or refused to commence the contract; • had their contract terminated for reasons within their control without reasonable cause; • offered, promised or given a bribe in relation to the obtaining or the execution of such contract; • acted in a fraudulent, collusive or anti-competitive or improper manner or in bad faith towards the Provincial Government; or, • made any incorrect statement in any affidavit or declaration with regard to a preference claimed and is unable to prove to the satisfaction of the Provincial Government that the statement was made in good faith or reasonable steps were taken to confirm the correctness of the statements, such tenderer/s may be placed under restriction from tendering with the state. Procedures are outlined in the EC DRDAR SCM Policy for Infrastructure procurement and Delivery Management and also on CIDB Inform Practice Note #30. Excerpts of the policy can be availed on request of any interested tenderer.
4.19	Access shall be provided for the following inspections, tests and analysis: N/A
4.20	The preferred tenderer will be required to submit an approved insurer undertaking to provide the Professional Indemnity Insurance.
	Employer's undertakings
5.1	The Employer will respond to requests for clarification received up to Five (5) working days before the tender closing time. If, as a result of the issuing of addenda, it is necessary to extend the closing time stated in the tender data, grant such extension and notify all respondents accordingly.
5.2	The employer shall issue addenda until Five (5) working days before tender closing time.
5.4	Tenders will not be opened in the public.
5.6	Do not disclose to tenderers, or to any person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to

Clause number	Tender Data												
	the successful tenderer.												
5.8	Determine, after opening and before detailed evaluation, whether each tender offer that was properly received a) complies with the requirements of the standard conditions of tender in this part of SANS 10845; b) has been properly and fully completed and signed, and c) is responsive to the other requirements of the tender documents. A responsive tender is one that conforms to all the terms, conditions, and scope of work of the tender documents, without material deviation or qualification. A material deviation or qualification is one which, in the employer's opinion, would; d) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the scope of work, e) significantly change the employer's or the tenderer's risks and responsibilities under the contract, or f) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified. Reject a non-responsive tender offer, and do not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.												
5.9	Arithmetical errors, omission and discrepancies Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern. For Vat related discrepancies, National and Provincial Treasury prescripts in relation to VAT procedures apply.												
5.11.1	The financial offer will be reduced to a comparative basis using the Tender Assessment Schedule. <table><tr><th>Formula</th><th>Comparison aimed at achieving</th><th>Option 1^a</th><th>Option 2 ^a</th></tr><tr><td>1</td><td>Highest price or discount</td><td>$A = (1 + \frac{(P - P_m)}{P_m})$</td><td>$A = P/P_m$</td></tr><tr><td>2</td><td>Lowest price or percentage commission / fee</td><td>$A = (1 - \frac{(P - P_m)}{P_m})$</td><td>$A = P_m/P$</td></tr></table> ^a P_m is the comparative offer of the most favourable comparative offer. P is the comparative offer of the tender offer under consideration.	Formula	Comparison aimed at achieving	Option 1 ^a	Option 2 ^a	1	Highest price or discount	$A = (1 + \frac{(P - P_m)}{P_m})$	$A = P/P_m$	2	Lowest price or percentage commission / fee	$A = (1 - \frac{(P - P_m)}{P_m})$	$A = P_m/P$
Formula	Comparison aimed at achieving	Option 1 ^a	Option 2 ^a										
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2	Lowest price or percentage commission / fee	$A = (1 - \frac{(P - P_m)}{P_m})$	$A = P_m/P$										
5.11.3	The procedure for the evaluation of responsive tenders is Method 2: Price and Preference. In the case of qualification, price and preference: <u>STAGE ONE: RESPONSIVENESS TO THE BID REQUIREMENTS AND RULES</u> 1. Bidders' proposals must meet the following minimum requirements and supporting documents must be submitted with the completed bid document in a sealed envelope in the bid box at the closing date and time. Failure to comply will automatically eliminate the bid for further consideration: 2. Bid Document (This Document) must be submitted in its original format. 3. Bids which are late, incomplete, unsigned or submitted by facsimile or electronically, will not be accepted. 4. The tenderer is registered with and also is in good standing with a relevant professional regulatory body (ECSA) and has attached valid Copy of Professional Registration certificate of the key member/s who will be running the project to substantiate the registration status. The verification of professional registration status will also be verified with the council online.												

Clause number	Tender Data								
	5. One or more key project members should be registered with the relevant discipline. 6. Proof of specialist in wine cellar design on project team (Provide CV) 7. Bidders must be a legal entity or partnership or consortia. 8. Form of offer and Acceptance (fully completed and signed) 9. SBD 4 - Bidder's Disclosure (fully completed and signed) 10. SBD 6.1 - Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2022 11. Compulsory Enterprise Questionnaire (Completed and signed) 12. Declaration: Validity of Information Provided 13. Resolution to Sign (if applicable) 14. Declaration of Employees of the State or other State Institutions. 15. Only one offer per item per bidder is allowed and alternative offers will not be considered. If more than one offer per item is received, none of the offers will be considered. Bidders are also not allowed to submit a bid/ quotation whilst they are in agreements with other bidders in the form of joint ventures or consortiums. Other Conditions of bid 1. The bidder must be registered on the Central Supplier Database (CSD) prior the award. 2. All bidders' tax matters must be in order prior award. Bidders' tax matters will be verified through CSD. 3. Bidders submit all the required documented proof to validate the preferential points claimed on SBD 6.1. (Refer to Point 9 of the Tender Notice) 4. Returnable Schedule: SBD 1- Invitation to bid must be completed and signed. 5. The Department will contract with the successful bidder by signing a formal contract. 6. This tender will be awarded as a whole. All trades listed in the Bills of Quantities or Pricing schedule must be priced for (except provisional sums and allowances which must also be added to the total), failure to do so will increase commercial risk of the bid and may lead to elimination or passing over of the bidder. 7. If the offer (any of the items quoted for) is "Vat Inclusive", the VAT registration number of service provider must be indicated. Bidders are not entitled to claim the VAT if they are not VAT registered. 8. Returnable Documents: Company Details (This is not an Elimination factor). 9. Details of Tenders nearest office. (This is not an Elimination factor) 10. Returnable Documents: Company Composition (This is not an Elimination factor) 11. The bidder must also list all projects where there are pending litigations or litigations have been concluded. The form for this is also attached after Annexure L. This is not an elimination factor, but important for the department to make a decision. Unless it is used for Quality/functionality Points. <u>STAGE TWO: EVALUATION POINTS ON PRICE AND REGULATIONS OF 2022</u> The 80/20 preference point system shall be applied for the purposes of this bid as per the requirements of the <i>Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000)</i> and SPECIFIC GOALS/ PPPFA Regulations of 2022 <table border="1" data-bbox="432 1749 1291 1888"> <tr> <th>Criteria</th><th>Points</th></tr> <tr> <td>POINTS ON PRICE</td><td>80</td></tr> <tr> <td>SPECIFIC GOALS</td><td>20</td></tr> <tr> <td>TOTAL</td><td>100</td></tr> </table> The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R50 million: (a) The following formula must be used to calculate the points for price in respect of	Criteria	Points	POINTS ON PRICE	80	SPECIFIC GOALS	20	TOTAL	100
Criteria	Points								
POINTS ON PRICE	80								
SPECIFIC GOALS	20								
TOTAL	100								

Clause number	Tender Data
	tenders (including price quotation) with a Rand value equal to, or above R 30 000 and up to Rand value of R 50 000 000 (all applicable taxes included): The financial offer will be scored using the following formula: $A = (1 - \frac{(P - P_m)}{P_m})$ The value of value of W_1 is: 1) 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R 50 000 000 or 2) 80 where the financial value inclusive of VAT of one or more responsive tender offers have a value that equals or is less than R 50 000 000.
5.11.4	The procedure for the evaluation of responsive tenders is Method 2: Price and Preference: In the case of a functionality, price and preference: Score functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality as stated in the Tender Data. Stage 1: Administrative requirements and Mandatory requirements Stage 2: Price and preference (90/10 or 80/20 system)
5.13	Tender offers will only be accepted if: a) the preferred tenderer will be required to submit an approved insurer undertaking to provide the Professional Indemnity Insurance/ Security to the format and/or standard as per DRDAR policy. b) the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; c) the tenderer has not: i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect; d) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract; e) the tender has offered a market related offer. If the offer is believed not to be market related, the department through its Supply Chain Management bid committees will attempt to negotiate the offer with identified bidder/s to a reasonable amount. Bidders are not allowed to increase their tender offers during this process. f) A Resolution of signatory form has been completed and signed by director/s or a letter bearing a letterhead of the tenderer has been attached (specific to this bid) to the bid submission; it must be duly signed by all directors and submitted the bid. Only a duly authorized official can sign the bid. g) Prospective bidders must register on CSD prior submitting bids (open tenders). Any prospective bidder found to have Tax matters not in order with SARS (verified through CSD) during the evaluation process (after being given an opportunity to rectify tax matters) will be eliminated and not be considered further in the process. Preferred bidder/s will be afforded an opportunity to rectify their tax affairs within 7 days. A bidder that fails to rectify its tax matters with SARS will be eliminated. h) NOTE: The amount reflected on the Form of Offer and Acceptance takes precedence over any other total amount indicated elsewhere in bidder's tender submission. If the Form of Offer and Acceptance has no value or figure, the bidder will be regarded as having made no offer. i) The department reserves the right not to award the bid to the most favorable tenderer, if

Clause number	Tender Data
	any of the situations occur: • if it is not assisting in the advancement of designated groups; • risk profile of the favorable firm is too high; • the bidder has been awarded a considerable number of projects by the department; • has performed unsatisfactorily in the past.
5.17	The number of paper copies of the signed contract to be provided by the employer is 1.
	The additional conditions of tender are: • None • None
T.2.1	A. List of returnable documents
1	Documentation to demonstrate eligibility to have tenders evaluated i.e. List all documentation to demonstrate eligibility to have a submission evaluated. • Appropriate Professional Registration category suitable for the works (as stated in 4.1).
2	Returnable Schedules required for tender evaluation purposes The tenderer must fully and appropriately complete and sign the following returnable schedules as relevant: • Record of Addenda to Tender Documents. • Proposed amendments and qualifications. • Compulsory Enterprise Questionnaire. • SBD 1, 4 & SBD 6.1 and Compulsory Declarations forms. • Form of Offer and Acceptance. • Final Summary of Bills of Quantities or a complete Pricing Schedule
3	Other documents required for tender evaluation purposes The tenderer must provide the following returnable documents: • Bidders submit all the required documented proof to validate the preferential points claimed on SBD 6.1. (Refer to Point 9 of the Tender Notice) • A CSD Report of a consultant with valid and correct information. • A letter of good standing from the Compensation Fund or a licensed insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act 1993 (Act No. 130 of 1993)
4	Returnable Schedules that will be used for tender evaluation purposes and be incorporated into the contract The tenderer must complete the following returnable documents: • A duly completed form of Offer and Acceptance (and any revision of prices if there are any).
5	Only authorized signatories may sign the original and all copies of the tender offer where required. In the case of a ONE-PERSON CONCERN submitting a tender, this shall be clearly stated. In the case of a COMPANY submitting a tender, include a copy of a <u>resolution by its board of directors</u> authorizing a director or other official of the company to sign the documents on behalf of the company. In the case of a CLOSE CORPORATION submitting a tender, include a copy of a <u>resolution by its members</u> authorizing a member or other official of the corporation to sign the documents on each member's behalf. In the case of a PARTNERSHIP submitting a tender, <u>all the partners</u> shall sign the documents, unless one partner or a group of partners has been authorized to sign on behalf of each partner, in which case <u>proof of such authorization</u> shall be included in the Tender.

Clause number	Tender Data
	<u>Accept that failure to submit proof of authorization to sign the tender shall result in the tender offer being regarded as non-responsive.</u>
6	Information and data to be completed in all respects Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as nonresponsive.
7	Canvassing and obtaining of additional information by tenderers The Tenderer shall not make any attempt either directly or indirectly to canvass any of the Employer's officials or the Employer's agent in respect of his tender, after the opening of the tenders but prior to the Employer arriving at a decision thereon. The Tenderer shall not make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders.
8	Prohibitions on awards to persons in service of the state The Employer is prohibited to award a tender to a person - a) who is in the service of the state; or b) if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or c) a person who is an advisor or consultant contracted with the Department or municipal entity. In the service of the state means to be - a member of: - • any municipal council; • any provincial legislature; or • the National Assembly or the National Council of Provinces; d) a member of the board of directors of any municipal entity; e) an official of any Department or municipal entity; f) an employee of any national or provincial department; g) provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999); h) a member of the accounting authority of any national or provincial public entity; or i) an employee of Parliament or a provincial legislature. In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 of this procurement document must be completed.
9	Awards to close family members of persons in the service of the state Accept that the notes to the Employer's annual financial statements must disclose particulars of any award of more than R 2 000 to a person who is a spouse, child or parent of a person in the service of the state (defined in clause 8 above), or has been in the service of the state in the previous twelve months, including: - a) the name of that person; b) the capacity in which that person is in the service of the state; and c) the amount of the award. In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part 2 (Returnable Documents) of this procurement document must be completed.
10	Respond to requests from the tenderer The employer will respond to requests for clarification up to 5 (five) working days before the tender closing time.
11	Opening of tender submissions

Clause number	Tender Data
	Tenders will be opened immediately after the closing time for tenders.
12	Scoring quality / functionality N/A
13	Cancellation and re-invitation of tenders An organ of state may, prior to the award of the tender, cancel the tender if- (a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or (b) funds are no longer available to cover the total envisaged expenditure; or (c) no acceptable tenders are received. (d) Tender validity period has expired. (e) Gross irregularities in the tender processes or documents. (f) No market related offer received (after a terms of negotiation processes) Where applicable, the decision to cancel the tender will be published in the CIDB website and in the Tender Bulletin or the media in which the original tender invitation as advertised.
14	Where the employer terminates the contract due to default of the consultant/contractor in whole or in part, the employer may decide to: a) Refer the breach in contract to the cidb for investigation as a breach of the cidb Code of Conduct in terms of the cidb Regulations; or b) may impose a restriction penalty on the contractor in terms of Section 14 of the Preferential Procurement Regulations. The outcomes of such investigations in terms of both the CIDB Regulations and the Preferential Procurement Regulations may prohibit the contractor from doing business with the public sector for a period not exceeding 10 years.

PART 2 RETURNABLE DOCUMENTS

EASTERN CAPE PROVINCIAL GOVERNMENT

DEPARTMENT OF RURAL DEVELOPMENT AND AGRARIAN REFORM

BID FOR PROFESSIONAL SERVICES FOR THE PLANNING, DESIGN, TENDER DOCUMENTATION, TENDER EVALUATION, CONSTRUCTION SUPERVISION, CONTRACT ADMINISTRATION AND CLOSE-OUT OF A WINERY AT SHILOH IRRIGATION SCHEME IN THE ENOCH MGIJIMA LOCAL MUNICIPALITY

2.1 List of Returnable Documents

The tenderer must complete the following returnable documents:

1. Returnable Schedules required for quotation evaluation purposes

- Appropriate Professional Registration category suitable for the works
- Compulsory enterprise questionnaire
- Record of addenda issued (Only if addenda is issued)
- Schedule of the Tenderer's Experience
- Methodology and Work Plan

2. Other documents required for quotation evaluation purposes

- Form of Offer and Acceptance
- Final Summary (Bills of Quantities)
- Proof of registration on the CSD and copy of active and updated certificate attached.
- Bidders submit all the required documented proof to validate the preferential points claimed on SBD 6.1.

3. Returnable Schedules that will be incorporated into the contract

- Declaration of validity of information.
- SBD 1, 4 & 6.1.
- Details of the Project Team and CV with Qualifications & Proof of Registration completed for each individual of proposed
- Record of projects: current, past and on tender.
- Project References – at least 3

4 The offer portion of the C1.1 Offer and Acceptance

5 Bills of quantities / Pricing schedules

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	SCMU8-23/24-0073	CLOSING DATE:	25 August 2023	CLOSING TIME:	11:00
DESCRIPTION	BID FOR PROFESSIONAL SERVICES FOR THE PLANNING, DESIGN, TENDER DOCUMENTATION, TENDER EVALUATION, CONSTRUCTION SUPERVISION, CONTRACT ADMINISTRATION AND CLOSE-OUT OF A WINERY AT SHILOH IRRIGATION SCHEME IN THE ENOCH MGJIMA LOCAL MUNICIPALITY				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
DEPARTMENT OF RURAL DEVELOPMENT AND AGRARIAN REFORM					
SUPPLY CHAIN MANAGEMENT OFFICES, Block H, Bathandwa Ndondo Office Park					
Komani, 5319					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms. K Mbuqwa		CONTACT PERSON	Mr. D. de Villiers	
TELEPHONE NUMBER	045 807 7016/ 083 382 9352		TELEPHONE NUMBER	083 294 4381	
FACSIMILE NUMBER	045 807 7058		FACSIMILE NUMBER	N.A.	
E-MAIL ADDRESS	khutala.mbuqwa@drdar.gov.za		E-MAIL ADDRESS	dirk.devilliers@drdar.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELL PHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA _____
SPECIFIC GOALS CLAIMED	TICK APPLICABLE BOX] ☐ Yes ☐ No		ALL SUPPORTING DOCUMENTATION FOR THE GOALS CLAIMED ATTACHED		[TICK APPLICABLE BOX] ☐ Yes ☐ No
[ALL DOCUMENTATION REQUIRED FOR THE CLAIM OF PREFERENCE POINTS AS PER THE SPECIFIC GOALS DETAILED IN THE EVALUATION CRITERIA.]					
1.1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		1.2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			☐ YES ☐ NO		
DOES THE ENTITY HAVE A BRANCH IN THE 83RSA?			☐ YES ☐ NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			☐ YES ☐ NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			☐ YES ☐ NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			☐ YES ☐ NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 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:

COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number Tax
reference number

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

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

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

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed: _____

Date: _____

Name: _____

Position: _____

B

COMPULSORY DECLARATION

1. COMPULSORY DECLARATION

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number.

Close corporation number.

Tax reference number.

Section 6: Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- | | |
|--|---|
| ☐ a member of any municipal council | ☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| ☐ a member of any provincial legislature | ☐ a member of an accounting authority of any national or provincial public entity |
| ☐ a member of the National Assembly or the National Council of Province | ☐ an employee of Parliament or a provincial legislature |
| ☐ a member of the board of directors of any municipal entity | |
| ☐ an official of any municipality or municipal entity | |

If any of the above boxes are marked, disclose the following:

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary

Section 7: Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

- | | |
|--|---|
| ☐ a member of any municipal council | ☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| ☐ a member of any provincial legislature | |
| ☐ a member of the National Assembly or the National Council of Province | |
| ☐ a member of the board of directors of any municipal entity | ☐ a member of an accounting authority of any national or provincial public entity |
| ☐ an official of any municipality or municipal entity | ☐ an employee of Parliament or a provincial legislature |

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary

Section 8: Record of termination of previous contracts with an organ of state

Was any contract between the tendering entity including any of its joint venture partners terminated during the past 5 years for reasons other than the employer no longer requiring such works or the employer failing to make payment in terms of the contract.

☐ Yes ☐ No (Tick appropriate box)

If yes, provide particulars (insert separate page if necessary)

Section 9: Declaration

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the tendering entity confirms that the contents of this Declaration are within my personal knowledge, and save where stated otherwise in an attachment hereto, are to the best of my belief both true and correct, and:

- i) neither the name of the tendering entity or any of its principals appears on:
 - a) the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004 (Act No. 12 of 2004)
 - b) National Treasury's Database of Restricted Suppliers (see www.treasury.gov.za)
- ii) neither the tendering entity or any of its principals has within the last five years been convicted of fraud or corruption by a court of law (including a court outside of the Republic of South Africa);
- iii) any principal who is presently employed by the state has the necessary permission to undertake remunerative work outside such employment (attach permission to this declaration);
- iv) the tendering entity is not associated, linked or involved with any other tendering entities submitting tender offers
- v) has not engaged in any prohibited restrictive horizontal practices including consultation, communication, agreement, or arrangement with any competing or potential tendering entity regarding prices, geographical areas in which goods and services will be rendered, approaches to determining prices or pricing parameters, intentions to submit a tender or not, the content of the submission (specification, timing, conditions of contract etc.) or intention to not win a tender;
- vi) has no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- vii) neither the tenderer or any of its principals owes municipal rates and taxes or municipal service charges to any municipality or a municipal entity and are not in arrears for more than 3 months;

- i) viii) SARS may, on an on-going basis during the term of the contract, disclose the tenderer's tax compliance status to the Employer and when called upon to do so, obtain the written consent of any Sub-Consultants who are subcontracted to execute a portion of the contract that is entered into in excess of the threshold prescribed by the National Treasury, for SARS to do likewise.

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

Signed: _____

Date: _____

Name: _____

Position: _____

Enterprise Name: _____

NOTE 1 The Standard Conditions of Tender contained in SANS 10845-3 prohibits anticompetitive practices (clause 3.1) and requires that tenderers avoid conflicts of interest, only submit a tender offer if the tenderer or any of his principals is not under any restriction to do business with employer (4.1.1) and submit only one tender either as a single tendering entity or as a member in a joint venture (clause 4.13.1). Clause 5.7 also empowers the Employer to disqualify any tenderer who engages in fraudulent and corrupt practice. Clause 3.1 also requires tenderers to comply with all legal obligations.

NOTE 2: Section 30(1) of the Public Service Act, 1994, prohibits an employee (person who is employed in posts on the establishment of departments) from performing or engaging remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department. When in operation, Section 8(2) of the Public Administration Management Act, 2014, will prohibit an employee of the public administration (i.e. organs of state and all national departments, national government components listed in Part A of Schedule 3 to the Public Service Act, provincial departments including the office of the premier listed in Schedule 1 of the Public Service Act and provincial departments listed in schedule 2 of the Public Service Act, and provincial government components listed in Part B of schedule 3 of the Public Service Act) or persons contracted to executive authorities in accordance with the provisions of section 12A of the Public Service Act of 1994 or persons performing similar functions in organs of state from conducting business with the State or to be a director of a public or private company conducting business with the State. The offence for doing so is a fine or imprisonment for a period not exceeding 5 years or both. It is also a serious misconduct, which may result in the termination of employment by the employer.

NOTE 3: Regulation 44 of Supply Chain Management regulations issued in terms of the Municipal Finance Management Act of 2003 requires that organs of state and municipal entities not award a contract to a person who is the service of the state, a director, manager or principal shareholder in the service of the state or who has been in the service of the state in the previous twelve months.

NOTE: 4: Regulation 45 of Supply Chain Management regulations requires a municipality or municipal entity to disclose in the notes to the annual statements particulars of any award made to a close family member in the service of the state.

NOTE: 5 Corrupt activities which give rise to an offence in terms of the Prevention and Combating of Corrupt Activities Act of 2004) include improperly influencing in any way the procurement of any contract, the fixing of the price, consideration or other moneys stipulated or otherwise provided for in any contract and the manipulating by any means of the award of a tender.

NOTE: 6 Section 4 of the Competition Act of 1998 prohibits restrictive horizontal practice including agreements between parties in a horizontal relationship which have the effect of substantially preventing or lessening competition, directly or indirectly fixing prices or dividing markets or constitute collusive tendering. Section 5 also prohibits restrictive vertical practices. Any restrictive practices that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties.

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.

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

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

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.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior 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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is

adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \mathbf{Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)} \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
An EME or QSE which is at least 51% owned by black people	N.A.	5		
Located in the Province where the services will be rendered/ item delivered.	N.A.	2		
An EME or QSE which is at least 51% owned by women	N.A.	7		
An EME or QSE which is at least 51% owned by youth (up to 35 years of age)	N.A.	4		
An EME or QSE which is at least 51% owned by people with disability	N.A.	2		
Total	N.A.	20		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

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

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

(ATTACH HERE)

PROOF OF VALID AND ACTIVE REGISTRATION WITH ECSA

(ATTACH HERE)

C

RECORD OF ADDENDA TO BID DOCUMENTS

PROJECT TITLE	BID FOR PROFESSIONAL SERVICES FOR THE PLANNING, DESIGN, TENDER DOCUMENTATION, TENDER EVALUATION, CONSTRUCTION SUPERVISION, CONTRACT ADMINISTRATION AND CLOSE-OUT OF A WINERY AT SHILOH IRRIGATION SCHEME IN THE ENOCH MGIJIMA LOCAL MUNICIPALITY		
SCMU NUMBER	SCMU8-23/24-0073		
I / We confirm that the following communications received from the Department of Rural Development and Agrarian Reform works before the submission of this tender offer, amending the tender documents, have been taken into account in this bid offer: (Attach additional pages if more space is required)			
Item	Date	Title or Details	No. of Pages
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Attach additional pages if more space is required.

.....

Signature

.....

Date

.....

Position

.....

Name of Tenderer

D

PROPOSED AMENDMENTS AND QUALIFICATIONS

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule.	
The Tenderer's attention is drawn to clause 5.8 of SANS 10845-3 regarding the employer's handling of material deviations and qualifications.	
PROJECT TITLE	BID FOR PROFESSIONAL SERVICES FOR THE PLANNING, DESIGN, TENDER DOCUMENTATION, TENDER EVALUATION, CONSTRUCTION SUPERVISION, CONTRACT ADMINISTRATION AND CLOSE-OUT OF A WINERY AT SHILOH IRRIGATION SCHEME IN THE ENOCH MGJIMA LOCAL MUNICIPALITY
SCMU NUMBER	SCMU8-23/24-0073

Page	Clause /Item	Proposal

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

.....
Signature

.....
Date

.....
Position

.....
Name of Tenderer

E
RESOLUTION FOR SIGNATORY

A: CERTIFICATE OF AUTHORITY FOR SIGNATORY

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

An example is given below:

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

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

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

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

SIGNED ON BEHALF OF THE COMPANY: _____

IN HIS/HER CAPACITY AS: _____

DATE: _____

SIGNATURE OF SIGNATORY: _____

WITNESSES:

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

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

F

CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This Returnable Schedule is to be completed by joint ventures.		
We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms, authorised signatory of the company, acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.		
PROJECT TITLE	BID FOR PROFESSIONAL SERVICES FOR THE PLANNING, DESIGN, TENDER DOCUMENTATION, TENDER EVALUATION, CONSTRUCTION SUPERVISION, CONTRACT ADMINISTRATION AND CLOSE-OUT OF A WINERY AT SHILOH IRRIGATION SCHEME IN THE ENOCH MGJIMA LOCAL MUNICIPALITY	
SCMU NUMBER	SCMU8-23/24-0073	
NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner:		Signature. Name Designation.....
..... .		Signature. Name Designation.....
..... .		Signature. Name Designation.....
..... .		Signature. Name Designation.....

G

SCHEDULE OF PROPOSED SUB CONSULTANTS

PROJECT TITLE	BID FOR PROFESSIONAL SERVICES FOR THE PLANNING, DESIGN, TENDER DOCUMENTATION, TENDER EVALUATION, CONSTRUCTION SUPERVISION, CONTRACT ADMINISTRATION AND CLOSE-OUT OF A WINERY AT SHILOH IRRIGATION SCHEME IN THE ENOCH MGJIMA LOCAL MUNICIPALITY
SCMU NUMBER	SCMU8-23/24-0073

We notify you that it is our intention to employ the following Sub-consultant for work in this contract. The Subcontractors will all be CIDB registered and their CIDB Registration number shall be submitted below. This should also be declared on **SBD 6.1 form**.

If we are awarded a contract, we agree that this notification does not change the requirement for us to submit the names of proposed subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

We confirm that all subcontractors who are or to be contracted are registered on Central Supplier Database (CSD).

No.	Name and address of proposed Sub Consultant	Nature and extent of work	Year completed	Value	Contact details
1					
2					
3					

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

.....
Signature

.....
Date

.....
Position

.....
Name of Tenderer

H

CAPACITY OF THE BIDDER

PROJECT TITLE	BID FOR PROFESSIONAL SERVICES FOR THE PLANNING, DESIGN, TENDER DOCUMENTATION, TENDER EVALUATION, CONSTRUCTION SUPERVISION, CONTRACT ADMINISTRATION AND CLOSE-OUT OF A WINERY AT SHILOH IRRIGATION SCHEME IN THE ENOCH MGIJIMA LOCAL MUNICIPALITY
SCMU NUMBER	SCMU8-23/24-0073

WORK CAPACITY: (The Bidder is requested to furnish the following capacity particulars and to attach additional pages if more space is required. Failure to furnish the particulars may result in the Bid being disregarded.)
Employees: (Employees to be ,or are ,employed for this project)

Quantity / No. of Resources	Categories of Employee - Key Personnel (part of Business Enterprise)	Professional Registration No.	Date of Employment
	Team Leader and Structural Engineer:		
	Wine cellar specialist		
	Quantity Surveyor:		
	Architect: (if required)		
	Civil Engineer:		
	Electrical Engineer:		
	Mechanical Engineer:		
	Health and Safety:		
	Other:		

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

Signed:		Date	
Name:		Position	

Enterprise Name:

RELEVANT PROJECT EXPERIENCE – COMPLETED PROJECTS

The description of each project must include the following information:

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

NO.	NAME OF PROJECT.	NAME OF CLIENT.	CONTACT DETAILS OF CLIENT.	PROJECT VALUE	DATE COMPLETED
1					
2					
3					

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Tenderer

J

Schedule of The Tenderer's Experience: – Current Projects

Tenderers must submit a max of one-page description of projects under execution/ on hold/ or just awarded/ or towards completion (if they exist). **Attach an Appointment letter for each of the projects provided.**

The description of each project must include the following information:

2. Essential introductory information:

- 1.1 Name of project.
- 1.2 Name of client.
- 1.3 Contact details of client. (including telephone numbers and email addresses) of currently contactable references.
- 1.4 The period during which the project was performed, and also, if this is different.
- 1.5 Cost of supply and delivery and/or contract value (making it clear in broad terms what this cost/value purchased, and to what extent (if any) this cost/value was part of a larger project).

NO.	NAME OF PROJECT.	NAME OF CLIENT.	CONTACT DETAILS OF CLIENT.	PROJECT VALUE	STAGE OF PROJECT
1					
2					
3					
4					
5					

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

SIGNATURE OF TENDERER:
(of person authorised to sign on behalf of the Tenderer)

DATE:

K

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

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

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

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

Signed

Date

Name

Position

Enterprise name

L

SCHEDULE OF TENDERER'S LITIGATION HISTORY

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

NO.	NAME OF CLIENT.	OTHER LITIGATING PARTY	BRIEF DETAILS OF DISPUTE	PROJECT VALUE	DATE RESOLVED OR STATUS OF LITIGATION
1					
2					
3					
4					

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

Signed

Date

Name

Position

Tenderer name

POPI - CONSENT FORM

Contractor/Service Provider/Supplier:	
Bid/Quotation No.:	SCMU8-23/24-0073
Project Description:	BID FOR PROFESSIONAL SERVICES FOR THE PLANNING, DESIGN, TENDER DOCUMENTATION, TENDER EVALUATION, CONSTRUCTION SUPERVISION, CONTRACT ADMINISTRATION AND CLOSE-OUT OF A WINERY AT SHILOH IRRIGATION SCHEME IN THE ENOCH MGJIMA LOCAL MUNICIPALITY
Duration of Contract:	
Contract Value:	

CONSENT TO PROCESS PERSONAL INFORMATION IN TERMS OF THE PROTECTION OF PERSONAL INFORMATION ACT, NO. 4 OF 2013 (POPIA)

The purpose of the POPIA is to protect personal information of individuals and businesses and to give effect to their right of privacy as provided for in the Constitution. By signing this form, you consent to your personal information to be processed by the Department of Rural Development and Agrarian Reform (DRDAR) and consent is effective immediately and will remain effective until such consent is withdrawn.

1. I a natural person "herein referred to as the Data Subject" with ID No..... hereby give my consent to the DRDAR "herein referred to as the Responsible Party" to collect, process and distribute my personal information where DRDAR is legally required to do so.
2. I understand my right to privacy and the right to have my personal information processed in accordance with the conditions for the lawful processing of personal information.
3. I understand the purposes for which my personal information is required and for which it will be used and consent to third parties accessing my personal information and to DRDAR sharing my personal information strictly for reporting purposes.
4. I understand that, should I refuse to provide DRDAR with the required consent and/ or information, the DRDAR will be unable to assist me.
5. I declare that all my personal information supplied to DRDAR is accurate, up to date, not misleading and that it is complete in all respects and will be held and/ or stored securely for the purpose for which it was collected and that I will immediately advise DRDAR of any changes to my Personal Information should any of these details change.
6. I also understand that I have the right to request that my personal information be corrected or deleted, if it is inaccurate, irrelevant, excessive, out of date, incomplete, misleading, or obtained unlawfully or that the personal information or record be destroyed or deleted if the responsible party is no longer authorized to retain it.

Signed at..... On this day of20...

.....

Signature of data subject/ designated person

.....
Name & Surname/Departmental Responsible Party

.....
Signature

.....
Date

FORM OF OFFER AND ACCEPTANCE

Form of Offer and Acceptance

Annex C (normative)

FORM OF OFFER AND ACCEPTANCE

Project title	BID FOR PROFESSIONAL SERVICES FOR THE PLANNING, DESIGN, TENDER DOCUMENTATION, TENDER EVALUATION, CONSTRUCTION SUPERVISION, CONTRACT ADMINISTRATION AND CLOSE-OUT OF A WINERY AT SHILOH IRRIGATION SCHEME IN THE ENOCH MGJIMA LOCAL MUNICIPALITY
SCMU number	SCMU8-23/24-0073

OFFER

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

PROFESSIONAL SERVICES FOR THE PLANNING, DESIGN, TENDER DOCUMENTATION, TENDER EVALUATION, CONSTRUCTION SUPERVISION, CONTRACT ADMINISTRATION AND CLOSE-OUT OF A WINERY AT SHILOH IRRIGATION SCHEME IN THE ENOCH MGJIMA LOCAL MUNICIPALITY

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

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

THE OFFERED TOTAL OF THE PRICES + DISBURSEMENTS + INCLUSIVE OF VALUE ADDED TAX AND MINUS ALL DISCOUNTS IS:

..... Rand (in words) ;
R (in figures)
(or other suitable wording)

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

Signature(s): _____

Tender's Name(s): _____

Authorized Person (Names): _____

Address of the Tenderer: _____

Witnesses (Signatures):

1. _____ Date: _____

2. _____ Date: _____

ACCEPTANCE

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

The terms of the contract, are contained in:

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

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

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

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.¹

NAME (PRINT) _____
CAPACITY _____
SIGNATURE _____
NAME OF FIRM _____
DATE _____

WITNESSES

1

Schedule of Deviations

1 Subject _____

Details:

2 Subject _____

Details:

3 Subject _____

Details:

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

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

For the bidder:

NAME (PRINT) _____

CAPACITY _____

SIGNATURE _____

NAME OF FIRM _____

DATE _____

WITNESSES

1

For the Employer

NAME (PRINT) _____

CAPACITY _____

SIGNATURE _____

NAME OF FIRM _____

DATE _____

WITNESSES

1

CONFIRMATION OF RECEIPT

The Tenderer, (now Contractor), identified in the form of Offer part of the Agreement, hereby confirms receipt from the Employer. Identified in the Acceptance part of the Agreement, of one fully completed original copy of this Agreement. Including the Schedule of Deviations (if any) today:

The(day) of (month) 20.....(year), at

..... (place)

For the Contractor:

Signature:

Name:

Capacity:

Signature and name of witness:

Signature:

Name:

C2.2 PRICING SCHEDULE

C2.2 PRICING SCHEDULE

PROJECT:

The quotation from the Consultancy shall be deemed to be full compensation for the work as specified by all specialists involved in the project team. The offer includes the supply of all materials, labour, supervision, tools, equipment, services and deliverables necessary to carry out and complete the required professional services.

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

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

DO NOT ALTER ANY FIGURES GIVEN IN THIS SCHEDULE. IF YOU WISH TO OFFER ALTERNATIVES, THESE MUST BE GIVEN IN A SEPARATE SUBMISSION

C2.2 Schedules of Prices

Pricing Schedule

Fee Calculation based on Civil Works	R 25 000 000 (Exl VAT)
Basic Fee at ____ %	R
Discount Offered	R
Discounted Fee	R

**This total to be added to other amounts and be reflected on Form of Offer*

Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act # 2000# (Act No.46 of 2000 – Govt Gazette Vol 606 of 4 Dec 2015. No. 39480 commencement 01 January 2016)

TABLE 1: IDENTIFICATION OF WORK

Service Category	% Fee	Amount (Calculated on Discounted Fee)
Stage 1: Inception Established clients requirements and preferences, assess user needs and options, appointment of necessary consultants, establish the project brief including project objectives, priorities, constraints, assumption aspirations and strategies. Inspect the site and advise on the necessary surveys, analyses, tests and site or other investigations where such information will be required for Stage 2 including the availability and location of infrastructure and services.	5	
Stage 2: concept and viability (often called Preliminary design). Prepare and finalise the project concept in accordance with the brief, including project scope, scale, character, form and function, plus preliminary programme and viability of the project. Advise the client regarding further surveys, analyses, tests and investigations which may be required. Establish regulatory authorities' requirements and incorporate into the design. Refine and assess the concept design to ensure conformance with all regulatory requirements and consents. Establish access, utilities, services	20	
Stage 3: Design development (also termed Detail Design). Develop the approved concept to finalise the design, outline specifications, cost plan, financial viability and programme for the project. Prepare design development drawings including draft technical details and specifications. Submit the necessary design documentation to local and other authorities for approval.	30	

Stage 4: Documentation and Procurement. Prepare procurement and construction documentation, confirm and implement the procurement strategies and procedures for effective and timeous procurement of necessary resources for execution of the project. Assess samples and products for compliance and design intent.	15	
Stage 5: Contract Administration and Inspection Manage, Administer and monitor the construction contracts and processes including preparation and coordination of procedures and documentation to facilitate practical completion of the works. Inspect works for conformity to contract documentation. Adjudicate and resolve financial claims by contractor(s). Witness and review of all tests and mock ups carried out both on and off site. Check and approve contractor drawings for design intent. Review and comment on operation and maintenance manuals, guarantee certificates and warranties. Arranging for the delivery of all test certificates, including the Electrical Certificate of Compliance. statutory and other approvals, as built drawings and operating manuals.	25	
Stage 6: Close out & Commissioning Inspect and verify the rectification of defects, receive, comment, improve relevant payment valuations and completion certificates. Prepare and/or procure as built and documentation; Prepare and/or Procure maintenance manuals, guarantees and warranties. Prepare and/or procure As-Built Drawings. Prepare and/or warranties. Conclude final accounts.	5	
Total	100	

**This total to be added to other amounts and be reflected on the Form of Offer*

TABLE 2 - PRINTING, COPIES AND BINDING

DESCRIPTION	Rate	Amount
Typing & Printing	SUM	
Duplication	SUM	
Copied Binder Set (tender documents)	SUM	
A1 Drawing Copies	SUM	
Total		

**This total to be added to be transferred to Table 5*

Schedule: Travelling & Subsistence Expenses

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

TABLE 3 – TRAVELLING EXPENSES AND MEETINGS

Purpose	No.	Vehicle	Rate	Distance Km's	Amount
Project & design briefing sessions	5				
Site Briefing	1				
Progress Meetings	24				
Technical Meetings	5				
Practical Completion	2				
Works Completion	2				
Final Completion	2				
Total					

**This total to be added to be transferred to Table 5*

TABLE 4: SUBSISTENCE & OTHER EXPENSES

Individual	Rate	No.	Total
Flights			
Accommodation			
Travel time			

**This total to be added to be transferred to Table 5*

TABLE 5: SUMMARY OF DISBURSEMENTS

Typing, Duplication, etc. (Table 2 total)	
Travelling & Subsistence Expenses (Table 3 total)	
Hourly Charges (Table 4 total)	
1. Total	

**This total to be added to other amounts and be reflected on Form of Offer*

TABLE 6- ADDITIONAL SERVICES

DESCRIPTION	Rate	Amount
Specialist services approved by the Employer	PROV. SUM	R 250 000.00
Total		R 250 000.00

**This total to be added to other amounts and be reflected on Form of Offer*

NB: Additional disbursements, should it be required to provide services over and above the normal services as per the **Guideline Scope of Services**.

FINAL SUMMARY

Project title	BID FOR PROFESSIONAL SERVICES FOR THE PLANNING, DESIGN, TENDER DOCUMENTATION, TENDER EVALUATION, CONSTRUCTION SUPERVISION, CONTRACT ADMINISTRATION AND CLOSE-OUT OF A WINERY AT SHILOH IRRIGATION SCHEME IN THE ENOCH MGIJIMA LOCAL MUNICIPALITY
Contract number	SCMU8-23/24-0073

SUMMARY OF SCHEDULE OF QUANTITIES			
Section	Description	Table	Amount
Item 1	Normal Fee for Professional Services	Table 1	R
Item 2	Reimbursable disbursement costs	Table 5	R
Item 3	Additional Services (Provisional Sums)	Table 6	R 250 000.00
Sub Total			R
Add: 15% Value Added Tax			R
TOTAL CARRIED FORWARD TO FORM OF OFFER AND ACCEPTANCE			R

NB: It is therefore the Department's objective to firstly commence with the inception, and the Concept and Viability stages. Should the project prove viable to execute, and should funding be sourced, the Department may instruct the Engineer to proceed with further services. The Department will re-evaluate the project after each stage, and reserves the right to end the contract of the professional at the completion of any of the stages, without compensation for any of the incomplete stages, in the case where a decision might be taken not to proceed with the project.

C 3.1

Scope of Works

SCOPE OF WORK

SCOPE OF WORK AND TERMS OF REFERENCE FOR PROFESSIONAL SERVICES FOR THE PLANNING, DESIGN, TENDER DOCUMENTATION, TENDER EVALUATION, CONSTRUCTION SUPERVISION, CONTRACT ADMINISTRATION AND CLOSE-OUT OF A WINERY AT SHILOH IRRIGATION SCHEME: SCMU8-23/24-0073

OWNERS OF WINERY: MAYIME PRIMARY COOPERATIVE

1. BACKGROUND:

The Department of Rural Development and Agrarian Reform has identified the need to appoint a Professional Consultancy lead by a Professional Engineer that shall perform the duties of Structural engineer, Project Manager and Principal Agent on behalf of the Department and shall lead a team of professionals selected by him/her for the planning, design, specifications and drawings, and compilation of tender documentation, and construction management 100 ton wine cellar (expandable) at Shiloh irrigation Scheme, near Whittlesea in the Chris Hani District.

The Mayime cooperative has an established vineyard of 12ha, expandable to 50ha, which is currently producing well. The grape harvest is currently transported to the Western Cape where wine is produced. This practice through is firstly costly, but also result in excessive loss in quality, due to the long distance transport. Business proposals indicate that it should be viable to produce and bottle the wine on site.

There are existing buildings on the irrigation scheme which are not utilized, which can be used for this purpose.

It is important to note, that the winery will at this stage only consist of the industrial building for the wine making, with no emphasis on the cosmetics of the building. Tasting facilities and a possible restaurant will be part of future developments.

2. PROJECT OBJECTIVE:

It is the Department's objective to assist the Mayime Cooperative, by:

1. Firstly investigate the viability on renovating one of the existing building on the premises for this purpose.
2. To execute a preliminary design and cost estimate.
3. To assist the cooperative in obtaining sponsors for the project.
4. To assist with the final designs, tendering and construction supervision once funding is in place.

2.1 NB: It is therefore the Department's objective to firstly commence with the inception, and the Concept and Viability stages. Should the project proofs viable to execute, and should funding be sourced, the Department may instruct the Engineer to proceed with further services. The Department will re-evaluate the project after each stage, and reserves the right to end the contract of the professional at the completion of any of the stages, without compensation for any of the incomplete stages, in the case where a decision might be taken not to proceed with the project.

3. TIME FRAMES:

1. It should be clearly noted that it is the intention of the Department to implement the project as a multi-year project which will commence in the 2023/24 financial year.
2. Construction will only commence once funding has been secured.

4. PROPOSAL

4.1 TECHNICAL PROPOSAL

The Technical Proposal must be compiled using the same headings as described below:

a) Expertise

It is essential that the principal consultant will engage the expertise of a specialist in the development of wine cellars. The CV and a letter of commitment of the specialist to serve on the project team must be included in the proposal.

NB: The demonstration of sufficient expertise is essential and failure to demonstrate that, will lead to illumination of the bid.

b) Past Experience

Describe the firm's experience in the design of similar infrastructure, with the emphasis on large structures.

It should be noted that past experience is realistically linked to individuals, rather than firms and the involvement of the proposed project team in the relevant project of the firm must be indicated.

c) Methodology

A clear and concise description of the intended method for the implementation of the project and overall approach to the task is required.

A program for the project is also required on the award of the contract.

d) Team Capability

The following key personnel must be identified but is not restricted to the personnel listed:

- Project Manager – Professional Structural Engineer;
- Wine cellar designer;
- Architect (if required);
- Quantity surveyor;
- Design Engineers including electrical-mechanical;
- Health and Safety specialist.

A discussion of their involvement and technical and professional skills must also be provided.

Curricula vitae (CV's) of **only** the key personnel shall be provided. Each CV shall be limited to a maximum of three pages and shall provide the following information:

- Name, age, nationality and **position in project team**,
- Professional qualifications (societies, honours, publications, etc.),
- **Relevant experience** (actual duties performed, degree of responsibility and management level must be indicated) including locations, dates and durations of assignments, starting with latest,
- Summary of other experience.

Much importance will be placed on the experience of the staff proposed. It is a requirement that, if selected, the nominated staff will be assigned as proposed. Failure to do so may result in the annulment of any acceptance of the proposal and/or Agreement entered into by the Department for the execution of the Services.

5. FINANCIAL PROPOSAL

The Financial Proposal shall include an accurate estimate of the total professional fees and disbursements required for the task as set out in the Scope of Services.

5.1 Professional Fees

The professional fees for the services will be based on normal services, which is a percentage fee of the project value.

5.2 Disbursements

Provide a detail estimate of all disbursements that will be claimed including any tests that will be required

5.3 Summary

Provide a summary of all above-mentioned costs as indicated in the introductory paragraph.

NB: The fees quoted shall be an all-inclusive price for the whole team of professionals and services. No additional claims will be entertained for the list of professionals listed in section 4(d) above.

6. APPROACH:

The approach will be guided by Normal Services under the relevant Sections of the Acts from the Professional Bodies.

6.1 OBLIGATIONS OF CONSULTANT

6.1.1 GENERAL

The Consultant shall use his skill and knowledge to:

a) co-ordinate the performance of services by all members of the Technical Team in a manner conducive to the achievement of the Client's objectives and priorities as described in the Scope of Work and as decided upon by the Client from time to time, in consultation with the Technical Team, and

b) In the discharge of his obligations and in the performance of his services, the Consultant shall at all times use his best endeavors to achieve the execution and completion of the works which are the subject of this appointment in a manner which is:

i) in conformity with the project program, budgets and objectives of the Client; and

ii) in accordance with the specifications of the Client; and

iii) in compliance with all prevailing legislation; and

iv) conducive to the accrual of potential and possible time and cost savings for the Client.

6.1.2 PRINCIPAL CONSULTANT

The Project Manager (Professional Structural Engineer) shall act as the Client's Principal Consultant and shall assume responsibility for leadership of the Technical Team, which responsibility shall include:

a) overall administration of all sections of the Works and Services of the Technical Team;

b) overall co-ordination, programming of the performance of Services by all members of the Technical Team and the financial monitoring of all the Works included in the Project;

c) processing certificates of payment to for additional Services prior to their presentation to the Client for settlement;

d) processing the accounts of the Technical Team prior to their presentation to the Client for settlement;

e) bringing to the attention of the Client, any deficiencies and shortcomings on the part of any Consultant in the Technical Team, in the performance of their Services, as the Project Manager may become aware of.

6.1.3 AUTHORITY

1. The Project Manager may recommend that specialist suppliers and/or contractors should design and execute certain part or parts of the Works, in which circumstances the Project Manager shall co-ordinate the design of such part or parts of the overall design of the Works and the Project Manager shall not be relieved of all responsibility for the design, manufacture, installation and performance of any such part or parts of the Works.

2. If in the performance of his duties, the Project Manager has been delegated discretion exercisable over matters affecting the Client, other members of the Technical Team, the Workforce, the exercise in good faith of such discretion shall be binding upon the Client.

3. In the case of the occurrence of contingent events and circumstances affecting the Project or any Sub-project, the Consultant shall promptly implement all such actions pertaining to the services described in this Contract, as shall be appropriate under the circumstances, to avoid or minimize the extent of any delays and/or additional costs which may be incurred and/or damages and losses as may be suffered by the Client, in consequence of the occurrence of such events and circumstances.

7. SERVICES:

7.1 Stage 1 – Inception

(Defined as: Establish client requirements and preferences, refine user needs and options, appointment of necessary consultants, establish the project brief including project objectives, priorities, constraints, assumptions aspirations and strategies)

- (1) Assist in developing a clear project brief.
- (2) Attend project initiation meetings.
- (3) Advise on procurement policy for the project.
- (4) Advise on the rights, constraints, consents and approvals.
- (5) Define the services and scope of work required.
- (6) Conclude the terms of **the agreement** with the client.
- (7) Inspect the site and advise on the necessary surveys, analyses, tests and site or other investigations where such information will be required for Stage 2 including the availability and location of infrastructure and services.
- (8) Determine the availability of data, drawings and plans relating to the project.
- (9) Advise on criteria specific to own scope of work that could influence the project life cycle cost significantly.
- (10) Provide necessary information within the agreed scope of the project to other consultants involved.

Deliverables will typically include:

- Agreed services and scope of work.
- Signed agreement.

- Report on project, site and functional requirements.
- Schedule of required surveys, tests, analyses, site and other investigations.
- Schedule of consents and approvals and related lead times.

7.2 Stage 2 – Concept and Viability (also termed Preliminary Design)

(Defined as: Prepare and finalise the project concept in accordance with the brief, including project scope, scale, character, form and function, plus preliminary programme and viability of the project)

- (1) Agree documentation programme with principal consultant and other consultants involved.
- (2) Attend design and consultants' meetings.
- (3) Establish the concept design criteria.
- (4) Prepare initial concept design and related documentation.
- (5) Advise the client regarding further surveys, analyses, tests and investigations which may be required.
- (6) Establish regulatory authorities' requirements and incorporate into the design.
- (7) Refine and assess the concept design to ensure conformance with all regulatory requirements and consents.
- (8) Establish access, utilities, services and connections required for the design.
- (9) Coordinate design interfaces with other consultants involved.
- (10) Prepare preliminary process designs, preliminary designs, and related documentation for approval by authorities and client and suitable for costing.
- (11) *Provide cost estimates and comment on life cycle costs as required.*
- (12) Liaise, co-operate and provide necessary information to the client, principal consultant and other consultants involved.

Typical deliverables will include:

- ☐ Concept design.
- ☐ Schedule of required surveys, tests and other investigations and related reports.
- ☐ Process design.
- ☐ Preliminary design.
- ☐ *Cost estimates as required.*

7.3 Stage 3 – Design Development (also termed Detail Design)

(Defined as: Develop the approved concept to finalise the design, outline specifications, cost plan, financial viability and programme for the project)

- (1) Review documentation programme with principal **consultant and** other consultants involved.

- (2) Attend design and consultants' meetings.
- (3) Incorporate client's and authorities' detailed requirements into the design.
- (4) Incorporate other consultants' designs and requirements into the design.
- (5) Prepare design development drawings including draft technical details and specifications.
- (6) *Review and evaluate design and outline specification and exercise cost control.*
- (7) *Prepare detailed estimates of construction cost.*
- (8) Liaise, co-operate and provide necessary information to the **principal consultant** and other consultants involved.
- (9) Submit the necessary design documentation to local and other authorities for approval.

Typical deliverables will include:

- Design development drawings.
- Outline specifications.
- Local and other authority submission drawings and reports.
- *Detailed estimates of construction costs.*

7.4 Stage 4 – Documentation and Procurement

(Defined as: Prepare procurement and construction documentation, confirm and implement the procurement strategies and procedures for effective and timeous procurement of necessary resources for execution of the project.)

- (1) Attend design and consultants' meetings.
- (2) Prepare specifications and preambles for the works.
- (3) Accommodate services design.
- (4) *Check cost estimates and adjust designs and documents if necessary to remain within budget.*
- (5) *Formulate the procurement strategy for contractors or assist the **principal consultant** where relevant.*
- (6) *Prepare documentation for contractor procurement.*
- (7) *Review designs, drawings and schedules for compliance with approved budget.*
- (8) *Call for tenders and/or negotiation of prices and/or assist the **principal consultant** where relevant.*
- (9) Liaise, co-operate and provide necessary information to the **principal consultant** and the other consultants as required.
- (10) *Evaluate tenders.*
- (11) *Prepare contract documentation for signature*
- (12) *Assist in pricing, documentation and tender evaluation as required when the detailed services for these activities are provided by others.*
- (13) *Assess samples and products for compliance and design intent.*

Typical deliverables will include:

- Specifications.
- Services co-ordination.
- Working drawings.
- *Budget construction cost.*
- *Tender documentation.*
- *Tender evaluation report.*
- *Tender recommendations.*
- *Priced contract documentation.*

7.5 Stage 5 – Contract Administration and Inspection

(Defined as: Manage, administer and monitor the construction contracts and processes including preparation and coordination of procedures and documentation to facilitate practical completion of the works)

- (1) Attend site handover.
- (2) Issue construction documentation in accordance with the documentation schedule including, in the case of structural engineering, reinforcing bending schedules and detailing and specifications of structural steel sections and connections.
- (3) Carry out contract administration procedures in terms of the contract.
- (4) *Prepare schedules of predicted cash flow.*
- (5) *Prepare pro-active estimates of proposed variations for client decision making.*
- (6) Attend regular site, technical and progress meetings.
- (7) Review the Contractor's quality control programme and advise and agree a **quality assurance plan**.
- (8) Inspect the **works** for quality and conformity to contract documentation, on average once every 2 weeks during the course of the **works** as described in more detail in 3.3.2 for Level 1: periodic **construction monitoring**.
- (9) Review the outputs of quality assurance procedures and advise the **contractor** and **client** on the adequacy and need for additional controls, inspections and testing.
- (10) *Adjudicate and resolve financial claims by contractor(s).*
- (11) *Assist in the resolution of contractual claims by the **contractor**.*
- (12) *Establish and maintain a financial control system.*
- (13) *Clarify details and descriptions during construction as required.*
- (14) *Prepare valuations for payment certificates to be issued by the principal agent.*
- (15) *Instruct witness and review all tests and mock ups carried out both on and off site.*
- (16) *Check and approve contractor drawings for design intent.*
- (17) *Update and issue drawings register.*

- (18) Issue contract instructions as and when required.
- (19) Review and comment on operation and maintenance manuals, guarantee certificates and warranties.
- (20) Inspect the works and issue practical completion and defects lists.
- (21) Arrange for the delivery of all test certificates, statutory (regulatory) and other approvals, as built drawings and operating manuals

Typical deliverables will include:

- ☐ *Schedules of predicted cash flow.*
- ☐ Construction documentation.
- ☐ Drawings register.
- ☐ *Estimates for proposed variations.*
- ☐ Contract instructions.
- ☐ *Financial control reports.*
- ☐ *Valuations for payment certificates.*
- ☐ *Progressive and draft final account(s)*
- ☐ Practical completion and defects list
- ☐ All statutory certification and certificates of compliance as required by the Local and other Statutory Authorities

7.6 Stage 6 – Close-Out

(Defined as: Fulfil and complete the project close-out including necessary documentation to facilitate effective completion, *handover and operation of the project*)

- (1) *Inspect and verify the rectification of defects*
- (2) *Receive, comment and approve relevant payment valuations and completion certificates*
- (3) *Facilitate and/or procure final operations and maintenance manuals, guarantees and warranties.*
- (4) Prepare and/or procure as-built drawings and documentation.
- (5) *Conclude the final accounts where relevant.*

Typical deliverables will include:

- ☐ *Valuations for payment certificates*
- ☐ Works and final completion lists
- ☐ Operations and maintenance manuals, guarantees and warranties
- ☐ As-built drawings and documentation
- ☐ *Final accounts*

8. ADDITIONAL SERVICES

The services are additional to the Normal Services of the Professional Service Provider who will advise the Client as to the necessity for such work to be carried out. The cost of these services shall be payable in addition to the agreed fees and expenses.

9. LIABILITY OF THE PROFESSIONAL SERVICE PROVIDER

9.1. PROFESSIONAL LIABILITY INSURANCE

The Professional Service provider agrees to arrange and keep in force professional indemnity insurance cover in respect of the Services provided under this Agreement to the extent of the liabilities as set out in the Contract.

9.2. EXCLUSIONS

The service provider shall not be responsible nor liable for damages or losses suffered by the Client, of whatever nature, arising from:

- (i) the acts, neglects and omissions of any Contractor, nor of any member of the Workforce;
- (ii) The acts, neglects and omissions of any Site Staff, where these are not under the Service provider's direct control;
- (iii) Any stage or section of the whole Project for which the Service provider has not been appointed;
- (iv) The actual project costs exceeding the project budget, as estimated from time to time by the Technical Team, by reason of variances between the data on which the estimate was based and that actually realized in the course of execution of the Project;
- (v) the resolution of any labour disputes as may occur in relation to the Client's terms and conditions of employment of the Workforce, nor the resolution of situations, such as stay-away, political strikes, unrest, and court actions, arising out of any contravention of labour legislation and practices;
- (vi) The occurrence of inclement weather conditions;
- (vii) Geological and sub-surface conditions encountered;
- (viii) The occurrence of any event beyond the control of the Professional service provider which results in:
 - A material effect on the execution of the Works;
 - An interference or disruption in free access to the Site;
 - A material risk to persons or property associated with the Project.

10. SITE INFORMATION

- The Shiloh irrigation scheme is situated 1km south of Whittlesea in the Enoch Mgijima Local Municipality.
- The earmarked building is an existing building near the scheme office, not currently in used.
- The condition of the building is unknown.
- The availability of services is unknown.

