

BID SPECIFICATION

INVITATION FOR BIDS

APPOINTMENT OF A MULTI-DISCIPLINARY PROFESSIONAL COMPANY / CONSORTIUM FOR THE INTEGRATED INFRASTRUCTURE UPGRADE AND REFURBISHMENT AT BLYDE RIVER CANYON NATURE RESERVE (BRCNR)

BID NUMBER:	MTPA/20262027/PMU/06
NAME OF THE BIDDER	
TOTAL BID AMOUNT	R
TENDER LEVY	R300.00
CLOSING DATE:	15 SEPTEMBER 2026
CLOSING TIME:	11h00 AM
BID DOCUMENT DELIVERY ADDRESS:	SUPPLY CHAIN MANAGEMENT UNIT PROCUREMENT OFFICE HALLS' GATEWAY, MATAFFIN MTPA FINANCE BLOCK E MBOMBELA, 1200
BID VALIDITY PERIOD:	90 DAYS (COMMENCING FROM THE ADVERT CLOSING DATE)
TECHNICAL RELATED QUERIES	Sibusiso.Mabunda@mtpa.co.za 013 065 0888
SCM RELATED QUERIES	Noxolo.Mgwenya@mtpa.co.za 013 065 0873
DESCRIPTION OF THE BID	APPOINTMENT OF A MULTI-DISCIPLINARY PROFESSIONAL COMPANY / CONSORTIUM FOR THE INTEGRATED INFRASTRUCTURE UPGRADE AND REFURBISHMENT AT BLYDE RIVER CANYON NATURE RESERVE (BRCNR)

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

Bidders shall submit proposal responses in accordance with the prescribed manner of submissions as specified above. Bids received after the time stipulated shall not be considered.

Bidders are not allowed to contact any other MTPA staff in the context of this BID other than the indicated officials under SBD 1 or as indicated above.

NB: No proposal shall be accepted by MTPA if submitted in any manner other than as prescribed above.

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (MPUMALANGA TOURISM AND PARK AGENCY)

BID NUMBER:	MTPA/20262027/PMU/06	CLOSING DATE:	15 September 2026	CLOSING TIME:	11:00 AM
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DESCRIPTION	APPOINTMENT OF A MULTI-DISCIPLINARY PROFESSIONAL COMPANY / CONSORTIUM FOR THE INTEGRATED INFRASTRUCTURE UPGRADE AND REFURBISHMENT AT BLYDE RIVER CANYON NATURE RESERVE (BRCNR)
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BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

SUPPLY CHAIN MANAGEMENT UNIT, PROCUREMENT OFFICE (MTPA FINANCE BLOCK E)

N4 NATIONAL ROAD, HALL'S GATEWAY MATAFFIN

1200

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	Noxolo Mgwenya	CONTACT PERSON	Sibusiso Mabunda
TELEPHONE NUMBER	013 065 0873	TELEPHONE NUMBER	013 065 0888
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	N/A
E-MAIL ADDRESS	Noxolo.Mgwenya@mtpa.co.za	E-MAIL ADDRESS	Sibusiso.Mabunda@mtpa.co.za

SUPPLIER INFORMATION

NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				

VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO

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

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 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-FILED THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE:

.....

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....
.....

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.

- 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 consortium¹ 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.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of

¹ 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.

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 **90/10** preference point system.
 - b) The applicable preference point system for this tender is the **80/20** preference point system.
 - c) Either the **90/10 or 80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.
- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price; and
 - (b) Specific Goals.
-

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10
$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) \text{ or } Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$		

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20	or	90/10
$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \text{ or } Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$		

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in 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

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

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)
HDI		6		
Youth		4		
Gender (Women)		5		
Disability		5		

In order for the points to be allocated to a bidder, the ownership status must at least be equals to or above 50 + 1% on any of the above specific goals.

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:

.....

.....

.....

FUNCTIONAL CRITERIA

No.	Technical / Functional Requirements	Weight										
1.	Company Experience Evaluation shall be based on the total number of completed projects related to the design of commercial buildings. - Schedule of company experience to be attached together with appointment letters, signed client completion letters or acceptance certificates on client letterhead and client letters with contactable references. - Failure to submit such will result in zero (0) points allocated. <table><tr><td>4 or more similar assignments / projects</td><td>30 points</td></tr><tr><td>3 similar assignments / projects</td><td>20 points</td></tr><tr><td>2 similar assignments / project</td><td>15 points</td></tr><tr><td>1 similar assignments / project</td><td>10 points</td></tr><tr><td>0 projects</td><td>0 points</td></tr></table>	4 or more similar assignments / projects	30 points	3 similar assignments / projects	20 points	2 similar assignments / project	15 points	1 similar assignments / project	10 points	0 projects	0 points	30 Points
4 or more similar assignments / projects	30 points											
3 similar assignments / projects	20 points											
2 similar assignments / project	15 points											
1 similar assignments / project	10 points											
0 projects	0 points											
2.	Project Value Experience Evaluation shall be based on the highest value of a single completed project related to the design of commercial buildings. - Schedule of company experience to be attached together with appointment letters, signed client completion letters or acceptance certificates on client letterhead, and client letters with contactable references. - Failure to submit such will result in zero (0) points allocated. <table><tr><td>Highest value of a similar project R 7 000 000</td><td>20</td></tr><tr><td>Highest value of a similar project R 5 000 000 to R 6 999 999</td><td>15</td></tr><tr><td>Highest value of a similar project R 3 000 000 to R 4 999 999</td><td>10</td></tr><tr><td>Highest value of a similar project R 1 000 000 to R 2 999 999</td><td>5</td></tr><tr><td>Highest value of a similar project less than R 1 000 000</td><td>0</td></tr></table>	Highest value of a similar project R 7 000 000	20	Highest value of a similar project R 5 000 000 to R 6 999 999	15	Highest value of a similar project R 3 000 000 to R 4 999 999	10	Highest value of a similar project R 1 000 000 to R 2 999 999	5	Highest value of a similar project less than R 1 000 000	0	20 Points
Highest value of a similar project R 7 000 000	20											
Highest value of a similar project R 5 000 000 to R 6 999 999	15											
Highest value of a similar project R 3 000 000 to R 4 999 999	10											
Highest value of a similar project R 1 000 000 to R 2 999 999	5											
Highest value of a similar project less than R 1 000 000	0											
3.	Qualifications Project Engineer Evaluation shall be based on the qualifications and professional registrations of the proposed key personnel across all required disciplines (Architectural, Civil and Structural Engineering, Quantity Surveying, and Electrical Engineering). - Each professional must hold a minimum NQF Level 7 qualification in their respective field and provide proof of active professional registration with their respective South African statutory council: the South African Council for the Architectural Profession (SACAP), the Engineering Council of South Africa (ECSA), and the South African Council for the Quantity Surveying Profession (SACQSP) - Failure to submit such will result in zero (0) points allocated. <table><tr><td>Proof of Qualifications and Professional Registration for each required discipline to be attached: - Architectural Services: Minimum NQF Level 7 Qualification & Active Registration with SACAP. - Civil and Structural Engineering Services: Minimum NQF Level 7 Qualification & Active Registration with ECSA. - Quantity Surveying Services: Minimum NQF Level 7 Qualification & Active Registration with SACQSP. - Electrical Engineering Services: Minimum NQF Level 7 Qualification & Active Registration with ECSA. </td><td>10 points</td></tr></table>	Proof of Qualifications and Professional Registration for each required discipline to be attached: - Architectural Services: Minimum NQF Level 7 Qualification & Active Registration with SACAP. - Civil and Structural Engineering Services: Minimum NQF Level 7 Qualification & Active Registration with ECSA. - Quantity Surveying Services: Minimum NQF Level 7 Qualification & Active Registration with SACQSP. - Electrical Engineering Services: Minimum NQF Level 7 Qualification & Active Registration with ECSA.	10 points	10 points								
Proof of Qualifications and Professional Registration for each required discipline to be attached: - Architectural Services: Minimum NQF Level 7 Qualification & Active Registration with SACAP. - Civil and Structural Engineering Services: Minimum NQF Level 7 Qualification & Active Registration with ECSA. - Quantity Surveying Services: Minimum NQF Level 7 Qualification & Active Registration with SACQSP. - Electrical Engineering Services: Minimum NQF Level 7 Qualification & Active Registration with ECSA.	10 points											

	No Proof of Qualifications and/or Professional Registration provided.	0 points										
4.	Experience of Lead Professional (Architect) - Should demonstrate capacity in terms of experience on similar projects related to the design of commercial buildings. - Please attach Comprehensive CV and certified certificates. <table><tr><td>2 – 4 Projects</td><td>5 points</td></tr><tr><td>5 Projects or more</td><td>10 points</td></tr><tr><td>No CV attached</td><td>0 points</td></tr></table>			2 – 4 Projects	5 points	5 Projects or more	10 points	No CV attached	0 points	10 Points		
2 – 4 Projects	5 points											
5 Projects or more	10 points											
No CV attached	0 points											
5.	Method Statement - Evaluation shall be based on the detailed project execution methodology submitted by the tenderer. - The method statement must demonstrate a clear understanding of the project scope, outlining the proposed technical approach for the design and construction monitoring of the water reticulation network and bulk storage. - It must explicitly detail the sequence of works, risk management strategies (specifically addressing the safe management and abatement of asbestos cement pipes), resource allocation, and quality assurance measures. <table><tr><td>Comprehensive (Tailored methodology detailing all technical, risk, and statutory requirements)</td><td>10 Points</td></tr><tr><td>Moderate (Adequate methodology but lacks depth on specific risks or sequencing)</td><td>7 Points</td></tr><tr><td>Poor (Generic methodology lacking project-specific detail)</td><td>5 Points</td></tr><tr><td>Not submitted</td><td>0 Points</td></tr></table>			Comprehensive (Tailored methodology detailing all technical, risk, and statutory requirements)	10 Points	Moderate (Adequate methodology but lacks depth on specific risks or sequencing)	7 Points	Poor (Generic methodology lacking project-specific detail)	5 Points	Not submitted	0 Points	10 Points
Comprehensive (Tailored methodology detailing all technical, risk, and statutory requirements)	10 Points											
Moderate (Adequate methodology but lacks depth on specific risks or sequencing)	7 Points											
Poor (Generic methodology lacking project-specific detail)	5 Points											
Not submitted	0 Points											
6.	Quality Management System Provision of Quality Management System in line with the ISO 9001:2015. <table><tr><td>Not attached / No QMS system in place</td><td>0 Points</td></tr><tr><td>Documented QMS aligned to ISO 9001:2015 with internal audit records</td><td>5 Points</td></tr><tr><td>ISO 9001:2015 Certified</td><td>10 Points</td></tr></table>			Not attached / No QMS system in place	0 Points	Documented QMS aligned to ISO 9001:2015 with internal audit records	5 Points	ISO 9001:2015 Certified	10 Points	10 Points		
Not attached / No QMS system in place	0 Points											
Documented QMS aligned to ISO 9001:2015 with internal audit records	5 Points											
ISO 9001:2015 Certified	10 Points											
7.	Location of the Branch office ✓Provide the proof of office site in the form of rates and taxes statement/valid lease agreement. <table><tr><td>Non-South Africans</td><td>0 Points</td></tr><tr><td>Branch Office Outside Mpumalanga</td><td>3 Points</td></tr><tr><td>Branch Office Within Mpumalanga</td><td>5 Points</td></tr><tr><td>Branch Office Within Bushbuckridge, Thaba Cheu Local Municipality</td><td>10 Points</td></tr></table>			Non-South Africans	0 Points	Branch Office Outside Mpumalanga	3 Points	Branch Office Within Mpumalanga	5 Points	Branch Office Within Bushbuckridge, Thaba Cheu Local Municipality	10 Points	10 Points
Non-South Africans	0 Points											
Branch Office Outside Mpumalanga	3 Points											
Branch Office Within Mpumalanga	5 Points											
Branch Office Within Bushbuckridge, Thaba Cheu Local Municipality	10 Points											
Total points				100								

Minimum threshold for functionality is **70%**. Bids that fail to achieve the minimum threshold will not be considered for further evaluation.

Price: 80%

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

Where:

P_s = points scored for competitive price of bid under consideration

P_t = comparative price of bid under consideration

$P_{\min}$ = comparative price of lowest acceptable bid

PREFERENCE POINTS

Preference points (20) will be allocated utilizing the below specific goals;

SPECIFIC GOALS	POINTS ALLOCATED
Historically disadvantaged by unfair discrimination on the basis of race,	6
Gender (Women)	5
Disability	5
Youth	4

In order for the points to be allocated to a bidder, the ownership status must at least be equal to or above 50 + 1% on any of the above specific goals.

SPECIFIC CONTRACT DETAILS.

- MTPA reserves the right to negotiate price with the preferred bidder.
- Bidders must provide details of all evaluation criteria information so that the Agency can properly evaluate and assess capacity to complete this task.
- MTPA is not bound to accept any of the proposals submitted and reserve the right to call for best and final offers from short-listed bidders before final selection.
- MTPA reserves the right to call for interviews with short-listed bidder before final selection.
- MTPA reserve the right to contact all references without informing the bidder.
- The MTPA does not bind itself to accept the lowest or any tender, and reserves the right to award the whole or part of the scope.
- The service provider will have to provide own admin support staff with their qualifications and experience attached.
- No alternative offers are permissible

COMPULSORY RETURNABLE SCHEDULES (CERTIFIED COPIES/ORIGINALS OF THE FOLLOWING DOCUMENTS)

- Service providers must be registered on Central Supplier Database.
- Duly signed bid documents including all the attached SBD forms
- Record of Addenda to Tender Documents (where applicable)
- Legal Partnership/Joint Venture / Consortium Agreement (where applicable)
- Each partner of the Partnership/Joint Venture / Consortium must be separately registered.
- Certified copies of Identity documents of Owners / Directors / Members / Shareholders
- Company Registration documents (CIPC)
- Bidder Must be Tax Compliant on closing Date (Tax compliance Status will be verified on CSD on the closing date by MTPA)
- Shareholders' Agreements / Share Certificates / Memorandum of Association for Companies.
- Valid Letter of Good Standing from the Department of Labour or Proof of Compensation for Occupational Injuries and Diseases Act, 1993 (No. 130 of 1993) (Letter for Tender purposes will not be accepted)
- Fully Completed SBD 1, SBD 4, SBD 6.1, activity schedule, and Agreement & Contract Data.
- Signed Bid Document.(initial each page)

COMPULSORY BRIEFING SESSION

The will be a compulsory briefing, the briefing date and time will be as per the advert.

C1: AGREEMENT AND CONTRACT DATA

C1.1 Form of Offer and Acceptance

Offer

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

MULTI-DISCIPLINARY PROFESSIONAL SERVICES COMPANY / CONSORTIUM Consisting of:

- 1. ARCHITECTURAL SERVICES**
- 2. CIVIL AND STRUCTURAL ENGINEERING SERVICES**
- 3. QUANTITY SURVEYING SERVICES**
- 4. ELECTRICAL ENGINEERING SERVICES**

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 Service Provider under the Contract including compliance with all its terms and conditions according to their true intent and meaning for remuneration to be determined in accordance with the conditions of Contract identified in the Contract Data.

The offered price for CIVIL ENGINEERING SERVICES, inclusive of value added tax, is

R (in figures)

.....

..... **Ra** (in words)

Should there be a discrepancy between the amount in figures and the amount in words, then the amount in words shall govern.

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 Service Provider in the conditions of Contract identified in the Contract Data.

THIS OFFER IS MADE BY THE FOLLOWING LEGAL ENTITY: (cross out block which is not applicable)

Company or close corporation:

.....
.....

and: whose registration number is:

.....

and: whose income tax reference number is:

.....

Natural person or partnership:

.....
.....

OR whose identity number(s) is/are:

.....

whose income tax reference number is/are:

.....

AND WHO IS (if applicable):

.....

Trading under the name and style of:

.....

AND WHO IS:

Represented herein, and who is duly authorised to do so, by:

Mr/Mrs/Ms:

In his/her capacity as:

.....

Note:

A resolution / power of attorney, signed by all the directors / members / partners of the legal entity must accompany this offer, authorising the representative to make this offer.

SIGNED FOR THE TENDERER:

Name of representative	Signature	Date

WITNESSED BY:

Name of witness	Signature	Date

The tenderer elects as its *domicilium citandi et executandi* in the Republic of South Africa, where any and all legal notices may be served, as (physical address):

.....

.....

Other contact details of the Tenderer are:

Telephone no: Cellular phone no:

Fax no:

Postal address:

Banker: Branch:

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 Service Provider 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 Services

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C3 above.

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

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of Contract identified in the Contract Data. Failure to 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, if sent by registered post, 4 days from the date on which it was posted, if delivered by hand, on the day of delivery, provided that it has been delivered during ordinary business hours, or if sent by fax, the first business day following the day on which it was faxed. Unless the tenderer (now Service Provider) within seven working days of the date of such submission 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.

For the Employer:

Name of signatory	Signature	Date

Name of Organisation:	

Witnessed by:

Name of witness	Signature	Date

Schedule of Deviations

Notes:

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

1.1.1. Subject:

Detail:

1.1.2. Subject:

Detail:

1.1.3. Subject:

Detail:

1.1.4. Subject:

Detail:

1.1.5. Subject:

Detail:

1.1.6. Subject:

Detail:

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

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

C1.2 Contract Data

C1.2.1 Standard Professional Services Contract

The conditions applicable to this Contract are the **Standard Professional Services Contract (July 2009)** published by the Construction Industry Development Board, and are attached hereto as appendix B.

C1.2.2 Data provided by the Employer

Clause	
1	Specific data, which together with these General Conditions of Contract, collectively describe the risks, liabilities and obligations of the contracting Parties and the procedures for the administration of the Contract. Clauses stipulated in the Contract Data are in addition to or amendments to or replace the corresponding clauses in the STANDARD PROFESSIONAL SERVICES CONTRACT (July 2009) (Third Edition of CIDB document 1014). The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract. The General Conditions of Contract in the Standard Professional Services Contract (July 2009) make several references to the Contract Data for details that apply specifically to this tender.
1	The Employer is the Government of the Republic of South Africa in its Mpumalanga Department Economic Development and Tourism represented by the Mpumalanga Tourism & Parks Agency.
1	The Period of Performance is from inception of this Contract until the Service Provider has completed all Deliverables in accordance with the Scope of Services.
1	The Project is: Civil Engineering Professional Services for the Upgrading of Bulk Water Infrastructure and Reticulation Network at Manyeleti Nature Reserve.
3.4 and 4.3.2	The authorised and designated representative of the Employer is the MTPA's project manager, details of whom are as indicated in T1.1 Notice and Invitation to Tender under item T1.1.6.
3.5	The Services shall be executed in the Service Provider's own office and on the Project site as described in item C3.2.2 Project description. No portion of the work may be performed by a person employed by the State. No portion of the work may be sublet to any other person or persons without the prior written approval of the Employer.
3.12.1	Period of Performance shall be sub dividable in separate target dates according to the programme to be submitted in terms of clause 3.15 hereof. A Penalty amount of R500 per day will be applicable per target date, to a maximum equal to R15 000, after which the contract may be terminated.
3.15	<u>For fees stipulated as "value based" in C2.1 Pricing Instructions, C2.1.1.1:</u> Programme: A programme for the performance of the Service shall be submitted by the Service Provider to the MTPA project manager, within a period of two (2) weeks following the briefing meeting. The Employer retains the right to negotiate such submitted programme with the Service Provider, if required, to promote the interest of the project. <u>For fees stipulated as "time based" in C2.1 Pricing Instructions, C2.1.1.1:</u> Project Execution Plan (PEP):

	A PEP for the performance of the Service shall be submitted by the Service Provider, to the MTPA's project manager, within a period of two (2) weeks following the briefing meeting. In the event of the Employer not being satisfied with the submitted PEP, the Parties will negotiate in good faith towards a PEP that will be agreeable to both. Such an agreed-upon PEP will form the basis for the management of the appointment and remuneration purposes. Should circumstance change from the initial briefing, the Service Provider and the Employer will negotiate a revised PEP to satisfy such change(s). Should the Parties fail to reach agreement on the PEP or revised PEP, the matter will be dealt with in terms of clause 12.1.2 of the General Conditions of Contract. Should the mediation process fail, the Contract will be deemed to have been mutually terminated and any reasonable fees accrued at that stage settled by the Employer.
4.1.1	Briefing meeting: The departmental project manager shall arrange a briefing meeting, compulsory for all appointed Service Providers, as soon as practicable after the appointment of the professional team as referred to in C3.5.1 Service Providers, or after the appointment of the core members of the professional team required to commence with the Services if not appointed at the same time, during which meeting the departmental project manager, together with any supporting advisors, will verbally brief the professional team comprehensively regarding the requirements of the project and the Scope of Services and hand over, to the Service Providers, all documentation relevant to the execution of the Service.
4.4	Others providing Services on this Project are as listed in C3.5.1 Service Providers.
5.4.1	Minimum professional insurance cover of R 2 million, with the first amount payable not exceeding 5% of the value of indemnity, and/or personal liability – all as more comprehensively described in C1.2.3 Data provided by the Service Provider and in respect of which the Service Provider must provide data as required.
5.5	The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions: 1. Travelling for which payment will be claimed, as defined in C2.1.7 Travelling and subsistence arrangements and tariffs of charges; 2. Deviate from the final programme as in clause 3.14 above; 3. Deviate from the programme (delayed or earlier); 4. Deviate from or change the Scope of Services; 5. Change Key Personnel on the Service.
8.1	The Service Provider is to commence the performance of the Services immediately after the Contract becomes effective and execution to be as per the programme in clause 3.14 above (see C3 Scope of Services, C3.6 Brief).
8.4.3 (c)	The period of suspension under clause 8.5 is not to exceed two (2) years.
9.1	Copyright of documents prepared for the Project shall be vested with the Employer.
12.1.2	Interim settlement of disputes is to be by mediation.
12.2.1	In the event that the Parties fail to agree on a mediator, the mediator is to be nominated by the president of the Association of Arbitrators (Southern Africa).
12.2.4 / 12.3.4	Final settlement is by litigation.
13.1.3	All partners in a joint venture or consortium shall carry the same professional indemnity insurance as per clause 5.4.1 of the General Conditions of Contract (appendix B).

13.4	Neither the Employer nor the Service Provider is liable for any loss or damage resulting from any occurrence unless a claim is formally made within 10 years from the date of termination or completion of the Contract.
13.6	The provisions of clause 13.6 do not apply to the Contract.
14.4	In the first sentence, change "... period of twenty four months after ..." to "... period of thirty six months after ...".
15	In respect of any amount owed by the Service Provider to the Employer, the Service Provider shall pay the Employer interest at the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act no1 of 1999).

C1.2.3 Data provided by the Service Provider

Clause	
	Each item of data given below is cross-referenced to the clause in the General Conditions of Contract to which it mainly applies (appendix B).
1	The Service Provider is the company, close corporation, natural person or partnership named in C1.1 Form of Offer and Acceptance by the tendering Service Provider.
5.3	The authorised and designated representative of the Service Provider is the person named in C1.1 Form of Offer and Acceptance by the tendering Service Provider.
5.4.1	<u>Indemnification of the Employer</u> I, the undersigned, being duly authorized by the Service Provider, (Name of authorized person) hereby confirm that the Service Provider known as: (Legal name of entity tendering herein) tendering on the project: (Name of project as per C1.1 Form of offer and acceptance) holds professional indemnity insurance cover, from an approved insurer, duly registered with the Financial Sector Conduct Authority (FSCA), of not less than R 2million, with the first amount payable not exceeding 5% of the value of indemnity. I further confirm that the Service Provider will keep such professional indemnity fully subscribed. I further confirm that should the professional indemnity insurance, with no knowledge of the Employer, be allowed to lapse at any time or in the event of the Service Provider cancelling such professional indemnity insurance, with no knowledge of the Employer, at any time or if such professional indemnity cover is not sufficient, then the Service Provider, (i) accepts herewith full liability for the due fulfilment of all obligations in respect of this Service; and (ii) hereby indemnifies, and undertakes to keep indemnified, the Employer in respect of all actions, proceedings, liability, claims, damages, costs and expenses in relation to and arising out of the agreement and/or from the aforesaid Service Provider's intentional and/or negligent wrongful acts, errors and/or omissions in its performance on this Contract.

	I confirm that the Service Provider undertakes to keep the Employer indemnified, as indicated above, beyond the Final Completion Certificate/Final Certificate by the Employer (whichever is applicable) for a period of ten (10) years after the issue of such applicable certificate. I confirm that the Service Provider renounces the benefit of the <i>exceptionis non causa debiti, non numeratae pecuniae</i> and <i>excussionis</i> or any other exceptions which may be legally raised against the enforceability of this indemnification. Notwithstanding the indemnification required above, the Employer reserves the right to claim damages from the Service Provider for this Project where the Service Provider neglects to discharge its obligations in terms of this agreement. NAME: CAPACITY: SIGNATURE:																																		
7.1.2	As an extension of the definitions contained in clause 1 hereof, Key Persons must, for the purposes of this Contract, include one or more of the professionally registered principal(s) of the Service Provider, and/or, one or more professional(s) employed to render professional services, for whom certified copies of certificates or other documentation clearly proving current professional registration with the relevant council, including registration numbers, must be included with the tender as part of the returnable documentation. The Key Persons and their jobs / functions in relation to the Services are: <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 33%;">Name</th> <th style="width: 33%;">Principal and/or employed professional(s)</th> <th style="width: 34%;">Specific duties</th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> <tr><td>5.</td><td></td><td></td></tr> <tr><td>6.</td><td></td><td></td></tr> <tr><td>7.</td><td></td><td></td></tr> <tr><td>8.</td><td></td><td></td></tr> <tr><td>9.</td><td></td><td></td></tr> <tr><td>10.</td><td></td><td></td></tr> </tbody> </table>		Name	Principal and/or employed professional(s)	Specific duties	1.			2.			3.			4.			5.			6.			7.			8.			9.			10.		
Name	Principal and/or employed professional(s)	Specific duties																																	
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9.																																			
10.																																			
7.2	A Personnel Schedule is not required.																																		

If the space provided in the table above is not sufficient to describe the **specific duties**, this space may be utilized for such purpose:

C2: PRICING DATA

C2.1 Pricing Instructions

C2.1.1 Basis of remuneration, method of tendering and estimated fees

C2.1.1.1 Professional fees for all professional Services comprising the Service Provider will be paid on a **value basis**. The words “value based” and “percentage based” used in connection with fee types in this document or any documents referred to in this document are interchangeable and are deemed to have the same meaning.

C2.1.1.2 **Tenderers are to tender:**
Tenderers are to tender a percentage of the estimated fees for each discipline all as set out below.

C2.1.2 Remuneration for Multi-Disciplinary Built Environment Professional Services

C2.1.2.1 **Professional fees shall be calculated as follows for Services rendered by the Service Provider:**

- **the percentage of normal fees tendered for the respective disciplines in the “C2.2 Activity Schedule for Value Based Fees”, applied to the estimated construction cost to derive the professional fees, plus Value Added Tax.**

C2.1.2.2 The amount tendered herein (C1.1) is for tender purposes only and will be amended according to the application of the value fee scale *vis-à-vis* the actual cost of construction (if basis of remuneration has been set at “value based” according to C2.1.1.1) or the actual number of hours for each level (if basis of remuneration has been set at “time based” according to C2.1.1.1).

C2.1.2.3 Reimbursable rates for typing, printing and duplicating work and forwarding charges as set out under C2.1.6 herein will not be paid for separately. Tenderers must make provision for and include all such costs in their tender when calculating the rates as described in C2.1.1.2 above.

C2.1.2.4 **Disbursements in respect of all travelling and related expenses** (including all travelling costs, time charges and subsistence allowances related thereto) **will not be paid for separately.** **Tenderers must make provision for and include all such costs in their tender when calculating the rates as described in C2.1.1.2 above.**

The offices of the employer must be visited as often as the works require for the execution of all duties on the Project. The Service Provider must be available at 24 hours notice to visit the site if so required.

However, when the Service Provider is requested in writing by or obtained prior approval in writing from the Employer to attend specific meetings at any of the Employer's other offices or any meetings on site or elsewhere, he will be remunerated **according to the provisions under C2.1.3.2 to C2.1.3.6 herein.**

“For purpose of this tender, the tenderer is required to provide an address of his/her office from which all travel would be deemed to originate and will be considered as the tenderer's office”. Travelling cost will be refunded for the full distance covered per return trip measured from the office of the Service Provider appointed, upon the submission of proof of such travelling. The Service Provider is expected to provide a travel plan as part of the inception report.

Office address

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

- C2.1.2.5 All fee accounts must be accompanied by an updated original written certification by the quantity surveyor, if appointed, of the amount(s) on which fees are based. The onus, however, rests on the Service Provider to calculate fees on the appropriate value and according to the correct fee scale, read in conjunction with this Contract.
- C2.1.2.6 All fee accounts need to be signed by a principal of the Service Provider and submitted in original format, failing which the accounts will be returned. Copies, facsimiles, electronic and other versions of fee accounts will not be considered for payment.
- C2.1.2.7 For all Services provided on a time basis, time sheets giving full particulars of the work, date of execution and time duration, should be submitted with each fee account.
- C2.1.2.8 Payments to the Service Provider will be made electronically according to the banking details furnished by the Service Provider. Any change in such banking details must be communicated to the departmental project manager timeously. Fee accounts, correct in all respects, will be deemed submitted when received by the Employer and settled when electronically processed by the Employer. The Employer reserves the right to dispute the whole account, any item or part of an item at any time and will deal with such case in terms of clause 14.3 of the Standard Professional Services Contract (appendix B).
- C2.1.2.9 Accounts for Services rendered may be submitted on the successful completion of each stage of work. Payment of accounts rendered will be subject to the checking thereof by the departmental project manager. The Employer reserves the right to amend the amounts claimed in order to conform to the rates stipulated in this Contract and make payment on the basis of the balance of the account in accordance with clause 14.3 of the Standard Professional Services Contract (appendix B).

C2.1.3 Travelling and Subsistence Arrangements and Tariffs of Charges

- C2.1.3.1 General:
The most economical mode of transport to be used taking into account the cost of transport, subsistence and time. Accounts not rendered in accordance herewith may be reduced to an amount determined by the Employer.

As the tariffs referred to hereunder are adjusted from time to time, accounts must be calculated at the tariff applicable at the time of the expenditure.

Where journeys and resultant costs are in the Employer's opinion related to a Service Provider's mal-performance or failure, in terms of this Contract, to properly document or co-ordinate the work or to manage the Contract, no claims for such costs will be considered.

- C2.1.3.2 Travelling time
Travelling time to attend meetings and any other related activities at the appointing office of the Employer will not be reimbursed and is deemed included in the hourly rates tendered for Personnel. In all other cases travelling time will be fully reimbursed.
- C2.1.3.3 Travelling costs
Travelling costs to attend meetings and any other related activities at the appointing office of the Employer will not be reimbursed and are deemed included in the hourly rates tendered for personnel. In all other cases travelling costs will be reimbursed at the rates set out in Department of Transport (DoT) Tariffs for the Use of Motor Transport.

Except for travelling as described in the previous paragraph, travelling costs will be refunded for the full distance covered per return trip measured from the office of the Service Provider appointed.

Compensation for the use of private motor transport will be in accordance with the Government tariff for the relevant engine category, prescribed from time to time and as set out in Department of Transport (DoT) Tariffs for the Use of Motor Transport.

C2.1.3.4 Hired vehicles

In cases where use is made of hired vehicles, the most economical sized vehicle available is to be used but compensation shall nevertheless be restricted to the cost of a hired car not exceeding a capacity of 1300 cc. Where use of a special vehicle is essential (e.g. four track or minibus to accommodate more people), prior approval in writing must be obtained from the Employer.

C2.1.3.5 Subsistence allowance

The subsistence allowances are as per the approved daily rates for meals and incidental costs published by the South African Revenue Service (SARS) for the applicable tax year. Only actual costs are payable in respect of absence from office of less than 24 hours. Accommodation should be limited to the equivalent of a three star hotel and no alcoholic beverages or entertainment costs may be claimed for.

C2.1.3.6 Accounts

Fee accounts shall be submitted in an acceptable format.

All fee accounts shall be signed by a principal of the Service Provider and submitted in original format, failing which the accounts will be returned. Copies, facsimiles, electronic and other versions of fee accounts will not be considered for payment.

Time sheets giving full particulars of the work, date of execution and time duration, should be submitted with each fee account.

Payments to the Service Provider will be made electronically according to the banking details furnished by the Service Provider. Any change in such banking details must be communicated to the Employer timeously. Fee accounts, correct in all respects, will be deemed submitted when received by the Employer and settled when electronically processed by the Employer. The Employer reserves the right to dispute the whole account, any item or part of an item at any time and will deal with such case in terms of clause 14.3 of the General Conditions of Contract.

Accounts for Services rendered may be submitted on the successful completion of an assignment. Interim accounts will be considered during the execution of the assignments but not more frequent than monthly except if otherwise agreed between the authorised and designated representative of the Service Provider and the Employer. Payment of accounts rendered will be subject to the checking thereof by the Employer. The Employer reserves the right to amend the amounts claimed in order to conform to the rates stipulated in this Contract and make payment on the basis of the balance of the account in accordance with clause 14.3 of the General Conditions of Contract.

C2.1.3.7 Set off

The Employer reserves the right to set off against any amount payable to the Service Provider, any sum owed by the Service Provider to the Employer in respect of this or any other project.

C2.1.3.8 Typing, printing and duplicating work and forwarding charges

Typing, printing and duplicating work and forwarding charges will not be paid for separately. Tenderers must make provision for and include all such costs in their tender when calculating the rates as described in C2.1.1.2 above.

C2.1.3.9 OUT CLAUSE

the right to:-

1. Reduce the scope of the work.

2. To terminate the contract and compensate only for services rendered until date of termination.

C2.1.3.8 Please note: the bidder must allow for rates for:

- a) Technicians that are required to support the professionals above, for purposes of drafting plans, fieldwork, design etc.
- b) Office Administrators – filing, document compilation, minute taking and general administrative tasks.

C2.1.4 Time Based Fees

C2.1.4.1 Fees for work done under a time based fee

Where time based fees are payable (if basis of remuneration has been set at "time basis" according to C2.1.1.1), the various rates per hour tendered for the various levels in C2.2.2 Activity Schedule for Time Based Fees ("Tenderer's rates for Time Based Fees") and the principles as laid down below will be used. These various rates will annually be adjusted for inflation as determined by clause 3.16.2 of the Contract, as amended in the Contract Data in C1.2.2. The time based rates applicable at the time of the execution of the work, as adjusted from time to time, may be claimed.

C2.1.4.2 The various levels (referred to in C2.2.2 Activity Schedule for Time Based Fees) are the levels referred to in paragraphs A to D below. To determine the time based fee rates, the professional and technical staff concerned are divided into:

Category A: Expert professional registered construction project manager

in respect of a private consulting practice in project and construction management, shall mean a top practitioner whose expertise and relevant experience is nationally or internationally recognized and who provides advice at a level of specialization where such advice is recognized as that of an expert.

Category B: Principals

in respect of a private consulting practice in construction project management, shall mean a partner, a sole proprietor, a director, or a member who, jointly or severally with other partners, co-directors or co-members, bears the risks of the business, takes full responsibility for the liabilities of such practice, where level of expertise and relevant experience is commensurate with the position, performs work of a conceptual nature in project management.

Category C: Registered professional construction project manager

in respect of a private consulting practice in construction project management, shall mean all salaried professional staff with adequate expertise and relevant experience performing project management work and who carry the direct responsibility for one or more specific activities related to a project. A person referred to in category A and/or B above may also fall into this category if such person performs work of a relevant professional nature at this level.

Category D: Other technical Personnel

in respect of a private consulting practice in construction project management, shall mean all other salaried technical staff with adequate expertise and relevant experience performing project management work with direction and control provided by any person contemplated in categories A, B or C above.

Hourly rates calculated in terms of all the above shall be deemed to include overheads and charges in respect of time expended by clerical Personnel which shall, therefore, not be chargeable separately.

C2.1.4.3 Work will be remunerated for at the level in which it falls as defined in C2.1.4.2 above, irrespective

of whether the person who in fact executed the work functions at a higher level of responsibility and competence.

C2.2 Activity Schedule

C2.2.1 Tenderers are instructed to calculate and base their financial offers for multi-disciplinary professional services on the value-based fees prescribed in the statutory guidelines. Pricing must be determined strictly in accordance with the following governing documents:

- **Architectural Services**

Guideline Professional Fees issued in terms of Section 34(2) of the Architectural Profession Act (Act 44 of 2000), published in Government Gazette No. 54218 (Board Notice 885 of 2026), dated 27 February 2026.

- **Quantity Surveying Services**

Guideline Tariff of Professional Fees in respect of services rendered by persons registered in terms of the Quantity Surveying Profession Act (Act 49 of 2000), published in Government Gazette No. 52152, dated 21 February 2025.

- **Engineering Services**

Guideline Scope of Services and Professional Fees for persons registered in terms of the Engineering Profession Act (Act 46 of 2000), published in Government Gazette No. 52691, dated 16 May 2025.

Table C2.2. 1

MULTI-DISCIPLINARY PROFESSIONAL SERVICES SUMMARY ACTIVITY SCHEDULE FOR VALUE BASED FEES FOR ALL PROFESSIONAL SERVICES	
Tenderer's Tender for Value Based Fees for:	
Professional Service	Financial Offer by Tenderer for Value Based Fees
1. Architectural Services	R
2. Civil And Structural Engineering Services	R
3. Quantity Surveying Services	R
4. Electrical Engineering Services	R
5. Additional Services (Provisional Sums)	R 150 000.00
6. Sub-total (1+2+3+4)	R
7. VAT @ 15%	R
8. Grand Total (6 + 7)	

NOTE: Total Financial Offer for Value Based Fees above, must be carried over to C1.1 Form of Offer and Acceptance. Failure to carry this amount over to the Form of Offer and Acceptance will render the Bid Non-responsive as the Form of Offer must be fully completed.

Tenderers must complete the individual activity schedules (Tables C2.2.2, C2.2.3, C2.2.4, and C2.2.5) to calculate the respective professional fees before transferring the sub-totals to items 1 to 4 in this summary table.

Table C2.2. 2

ACTIVITY SCHEDULE FOR VALUE BASED FEES FOR ARCHITECTURAL SERVICES	
Fee for Normal Services: Table 2: Medium Complexity	
Project Complexity (Low / Medium / High): Medium	
Estimated Construction Cost for Architectural Services	R 8 420 000.00
9. Primary Fee	R
10. Secondary Fee	R
11. Professional Fees (9+10)	R
12. Percentage of Normal Fees Tendered	%
13. Sub-total (11 x 12)	R

Table C2.2. 3

ACTIVITY SCHEDULE FOR VALUE BASED FEES FOR CIVIL/STRUCTURAL ENGINEERING SERVICES	
Fee for Normal Services: Table 4: Structural engineering services pertaining to building projects	
Project Complexity (Low / Medium / High): Medium	
Estimated Construction Cost for Civil/Structural Engineering Services	R 6 100 000.00
14. Primary Fee	R
15. Secondary Fee	R
16. Professional Fees (14 + 15)	R
17. Percentage of Normal Fees Tendered	%
18. Sub-total (16 x 17)	R

Table C2.2. 4

ACTIVITY SCHEDULE FOR VALUE BASED FEES FOR QUANTITY SURVEYING SERVICES	
Fee for Normal Services: Table 2.2.1: Quantity Surveying Services	
Project Complexity (Low / Medium / High): Medium	
Estimated Construction Cost for Quantity Surveying Services	R 8 420 000.00
19. Primary Fee	R
20. Secondary Fee	R

21. Professional Fees (19 + 20)	R
22. Percentage of Normal Fees Tendered	%
23. Sub-total (21 x 22)	R

Table C2.2. 5

ACTIVITY SCHEDULE FOR VALUE BASED FEES FOR ELECTRICAL ENGINEERING SERVICES	
Fee for Normal Services: Table 8: Electrical engineering services pertaining to building projects	
Project Complexity (Low / Medium / High): Medium	
Estimated Construction Cost for Electrical Engineering Services	R 1 090 000.00
1. Primary Fee	R
2. Secondary Fee	R
3. Professional Fees (19 + 20)	R
4. Percentage of Normal Fees Tendered	%
5. Sub-total (21 x 22)	R

Table C2.2. 6

ADDITIONAL SERVICES (PROVISIONAL SUMS)	
6. Topographical Survey Services	R 50 000.00
7. Geotechnical Investigation Services	R 100 000.00
8. Sub-total (6 + 7)	R 150 000.00

The Service Provider shall obtain three (3) independent competitive quotations for the required services and submit a formal recommendation to the Client. The appointment of the service provider shall be subject to the prior written approval of the Client.

Table C2.2. 7: Activity Schedule for Time Based Fees

Level as defined in C2.1.4.2	Tenderer's rates for Time Based Fees	
Category A	R	Rate Only
Category B	R	Rate Only
Category C	R	Rate Only
Category D	R	Rate Only

C3: SCOPE OF SERVICES

C3.1 Employer's objectives

The primary objective is to appoint a multidisciplinary company or a consortium to:

- To conduct a comprehensive investigation and condition assessment of the Bourke's Luck Potholes Offices and Museum structures.
- To address structural deficiencies, including water leakages, cracks, and aging components.
- To enhance the aesthetic appeal and functionality of the buildings through repairs, replacements, and repainting.
- To ensure the upgraded facilities meet modern standards for safety, sustainability, and visitor comfort.
- To construct a new entrance gate with a guardhouse for tourists at Potholes.
- To upgrade the access road from the new entrance gate at Potholes.
- To construct an entrance gate at Wonder View, incorporating ablution facilities and all associated infrastructure.

C3.2 Description of the Services

C3.2.1 Services

The general descriptions of the services required are defined as

Specific services required are set out in Section C3.3 Extent of Services.

C3.2.2 Project description

C3.2.2.1 Background

The Blyde River Canyon Nature Reserve (BRCNR) is one of South Africa's most iconic natural landmarks, renowned for its breathtaking scenery, rich biodiversity, and unique geological formations, including the famous Bourke's Luck Potholes. These potholes, formed by centuries of water erosion, are a major tourist attraction and a significant contributor to the local economy. The Bourke's Luck Potholes Offices and Museum at BRCNR serve as a critical hub for tourism operations, providing administrative support, educational exhibits, and visitor information. However, the current state of the buildings has deteriorated over time, with issues such as water leakages, cracked walls, and aging infrastructure. These challenges not only affect the functionality of the facilities but also pose a risk to the preservation of valuable exhibits and the overall visitor experience.

To address these issues, the Mpumalanga Tourism and Parks Agency has initiated a project to upgrade the Bourke's Luck Potholes Offices and Museum, ensuring the structures are safe, functional, and aligned with the reserve's status as a world-class tourist destination.

Furthermore, the scope of this initiative has been expanded to improve visitor access and amenities, specifically through a new entrance gate and guardhouse at Bourke's Luck Potholes, and upgraded access road, that incorporates ablution facilities and associated infrastructure.

Scope

The project will involve the following key activities:

- Investigations and Condition Assessment
 - a. A team of qualified professionals will conduct a thorough inspection of the entire structure.

- b. A detailed condition assessment report will be prepared, outlining the current state of the buildings and recommending necessary interventions.
- Alterations or Replacement of Damaged Roof Structure
 - a. The existing compromised roof assembly will undergo targeted alterations or complete replacement to mitigate water ingress, reinstate the watertight integrity of the building envelope, and prevent subsequent structural deterioration.
- Fixing Walls and Cracks
 - a. Cracks and structural weaknesses in the walls will be repaired to ensure the building's stability and longevity.
 - b. The walls will be repainted to restore the aesthetic appeal of the facilities.
- Replacement of Ceiling Boards
 - a. Damaged or outdated ceiling boards will be replaced to improve the interior appearance and functionality of the buildings.
 - b. The ceiling boards will be repainted to restore the aesthetic appeal of the facilities.
- Potholes Upper Entrance Gate and Road
 - a. Upgrading the existing entrance gate to include a new guardhouse, coupled with rehabilitation, and upgrading of the access road.
- Wonder view Entrance and Amenities:
 - a. Construction of a new entrance gate at Wonder view that includes the incorporation of ablution blocks and associated service infrastructure.
- Additional Issues
 - a. Any other issues identified during the investigation and assessments will be addressed as part of the project.

C3.2.2.2 Location of the Project

Bourke's Luck Potholes is situated within the Blyde River Canyon Nature Reserve in Mpumalanga. The site is accessed directly via the R532 regional road. The nearest major town is Graskop, located approximately 35 km to the south, with Pilgrim's Rest and Ohrigstad also situated in the surrounding region. Wonder View is positioned on the edge of the Drakensberg escarpment along the Mpumalanga Panorama Route. The site is accessed via the R534, which is a circular loop road branching off the main R532. Graskop is the closest town, situated approximately 10 km to the south. The site coordinates are as follows:

Bourke's Luck Potholes

- Latitude: -24.672930°
- Longitude: 30.807355°

Wonder View

- Latitude: -24.868157°
- Longitude: 30.896407°

C3.2.2.3 Project Cost Estimate

The latest construction estimate is R 10 000 000.00 (VAT inclusive). This estimate is for construction works and will be used to determine the basis of fee calculation for normal professional services.

C3.2.2.4 Project Programme

The consultant shall provide the proposed programme to be used when rolling out the project. The final programme for the project in the form of a Project Execution Plan, indicating overlaps between various tasks, shall be prepared by the appointed Service Provider and approved by the employer.

No agreed milestones may be extended beyond the timeframes outlined in the programme without acceptable motivation and approval by the employer.

C3.2.2.5 Information available from Employer

None

C3.2.2.6 Other Contracts on Site

None

C3.2.2.7 Reporting Requirements and Approval Procedure

The Service Provider shall meet with the Employer as and when reasonably instructed by the Employer to discuss and minute progress of the services. Notwithstanding any other requirements, the Service Provider shall submit a bi-weekly progress report to the Employer in a format approved by the Employer.

All project milestones including associated reports are to be approved by the Departmental Project Manager prior to proceeding to the next stage of the project. Budgets, cashflows and execution programmes are also subject to the approval of the Departmental Project manager.

C3.2.2.8 Extended Public Works Program.
See attached **Annexure C - EPWP Specifications**

C3.3 Extent of the Services

C3.3.1 The following services as defined in the C3.2.2.1 above.

C3.3.3 Additional Services (Other)

C3.3.3.1 The Employer may order duties that fall outside the scope of the project as tendered. Any such additional services that may be required will be remunerated as set out in the Pricing Data.

C3.4 Use of reasonable skill and care

It will be expected of the Service Provider to apply reasonable skills and due diligence in the execution of the duties stipulated in this document which shall include *inter alia* the following:

Although the Service Provider's documents may be scrutinised by the Employer, this shall in no way relieve him of his professional responsibility for the proper and prompt execution of his duties. The Employer shall also be entitled to have any documentation or calculations verified by Others. In the event of malperformance, default or negligence, the Employer shall have the right to claim compensation or damages and set off such against any amount payable.

During assessment of any existing facilities, which may have a direct bearing on the Project, the Service Provider shall determine deficiencies with such facilities in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), the SANS 10400, etc. and recommend measures to rectify those during the project execution phase.

The departmental project manager shall be notified by the Service Provider and his personnel of any transgression of *inter alia* the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and environmental legislation during the Service Provider's operation pertaining to the Contract regardless of who may be involved.

C3.5 Role Players

It will be required of the Service Provider to co-operate with the following role players:

- Local, provincial, and national authorities

- Statutory bodies
- Governmental departments
- Communal Property Associations (CPAs)
- Client department/end user(s)
- Others, as may be required from time to time

C3.6 Brief

C3.6.1 Target dates and times

The Service Provider will be expected throughout to give preference to the execution of the work involved in this commission.

The work of all Service Providers will be co-ordinated by the principal agent. All work is to be performed by the persons listed as Key Persons and persons under their supervision and further be executed as described in the Programme according to clause 3.14 of the Contract Data (and/or PEP according to the same clause, if applicable).

During the construction phase of the Project it will be expected of the principal agent to obtain a construction programme from the main contractor to continuously monitor his progress against that programme for compliance and to take whichever steps have been described in the relevant manual and the Working Guideline for Project Managers. This should be done in collaboration with the rest of the professional team, should the progress not be according to the said programme.

C3.6.2 Reporting requirements

Notwithstanding any other requirements as listed elsewhere, the Service Provider shall submit a monthly report indicating progress of the Services.

C3.6.3 Local content

It is the policy of the Employer to give preference to materials and equipment of South African manufacture. The Service Provider is to ensure that, wherever feasible, designs are based on locally manufactured equipment and materials which can meet requirements at competitive prices.

C3.6.4 Design innovation

Given the need for energy efficiency and environmental sustainability in the built environment, each member of the professional team, is required, wherever possible and applicable, to demonstrate design innovation in all aspects of the Service towards "green" design solutions. Aspects to be considered and incorporated in all new building and/or maintenance designs are, *inter alia* but not limited to,

- a.) sustainable development
 - eg. in building form, material choice, construction detailing and methods, recycling ability;
- b.) energy efficiency
 - eg.
 - i) passive design methods towards energy conservation and consumption: building orientation, exploitation of nature's inherent energy sources),
 - ii) energy efficient solutions and installations for lighting, ventilation, cooling, heating, etc (eg. energy efficient light fittings),
 - iii) alternative or renewable energy sources where practical/feasible/economical;
- c.) water conservation/saving/re-use methods; and
- d.) environmental friendliness (eg. respect for natural habitat, blending of building with site/ environment/surrounding fabric, positioning of buildings, consideration of neighbouring sites' access to sun, wind, view, etc).

- C3.6.5 Final disposal of documents
Upon approval and finalisation of the final account of projects requiring a security clearance, it is a requirement that the Service Provider forward to the Employer all documents relating to this service. The same may also be requested on projects not requiring a security clearance.

C3.7 **Applicable legislation and standards**

This section applies to legislation emanating from national and provincial governments as well as that of any local authorities in whose area of jurisdiction the subject of the appointment falls and which has a bearing on the activities and facilities under this appointment.

All the applicable legislation, which do not specifically allow discretion in respect of compliance by the State, shall be followed exactly as intended by such legislation regardless of any instructions, verbal or in writing, to the contrary. (Refer *inter alia* to Section 41 of the Occupational Health and Safety Act, 1993 (Act 85 of 1993)).

Should any applicable legislation allow discretion in respect of compliance by the State, it shall be followed exactly as intended by the relevant legislation as if no discretion is allowed until such time as specific instructions in writing are issued to the appointed professional team by the departmental project manager.

The Service Provider undertakes to ensure that his actions and outcome thereof including, but not limited to, the facilities to be affected by the Service shall be in accordance with all relevant legislation and upon delivery, will function as required by said relevant legislation. The Service Provider's actions and the outcome thereof will in no way be detrimental to the health and safety of the occupants or persons present therein or in the vicinity thereof. Similarly it must not be detrimental to any aspects of the environment in its structure or operation if operated as specified in operation manual(s). The relevant legislation meant herein, as amended, consist of *inter alia* the following, but not limited to:

- Atmospheric Pollution Prevention Act, 1965 (Act 45 of 1965);
- Construction Industry Development Board Act, 2000 (Act 38 of 2000);
- Council for the Built Environment Act, 2000 (Act 43 of 2000);
- Electricity Act, 1987 (Act 41 of 1987);
- Engineering Profession Act, 2000 (Act 46 of 2000);
- Environmental Conservation Act, 1998 (Act 107 of 1998);
- Fire Brigade Services Act, 2000 (Act 14 of 2000);
- Local Government Municipal Systems Act, 2000 (Act 32 of 2000), municipal by-laws and any special requirements of the local service supply authority;
- National Building Regulations and Building Standards Act, 1977 (Act 103 of 1977);
- National Environmental Management Act, 1998 (Act 107 of 1998);
- National Heritage Resources Act, 1999 (Act 25 of 1999);
- National Water Act, 1998 (Act 36 of 1998);
- Occupational Health and Safety Act, 1993 (Act 85 of 1993);
- Telecommunications Act, 1996 (Act 103 of 1996);
- Water Services Act, 1997 (Act 108 of 1997) and general authorizations;
- the latest issue of SANS 10142: "Code of Practice for the Wiring of Premises";
- the Regulations of the local Gas Board, where applicable and
- all regulations promulgated under the above Acts.

This will be a continuous process throughout the appointment, which will manifest itself during the following phases:

- development of plans and documentation;
- supervision of any Service Providers under the appointment;
- ensuring compliance of the end product;

- compiling and issuing of Instruction/Operational Manuals indicating *inter alia* what the legal and safety requirements entail for the user(s)/operator(s) of the facilities;
- providing instruction to the intended users/operators.

The Service Provider accepts full and complete responsibility (both contractually and/or in delict) regarding compliance with the Occupational Health and Safety Act, 1993 (Act 85 of 1993) for his acts and omissions as well as those of his employees and indemnifies the Employer against any legal action in this regard.

The Service provider undertakes to ensure that the requirements of the Occupational Health and Safety Act, 1993 will similarly apply to the agreement with any sub service providers inclusive of indemnifying the Employer against any legal action regarding the actions and/or omissions by them.

C3.9 Access to land/buildings/sites

Access to the land/buildings/sites shall be negotiated in consultation with the departmental project manager.

C3.10 Software application for programming

The Service Provider must avail himself of software to be used in the Project documentation for compatibility with other Service Providers as well as the Employer. Specific requirements for compatibility are specified in the relevant manuals.

C4: SITE INFORMATION

C4.1 See C3.2.2.2

EXPANDED PUBLIC WORKS PROGRAMME (EPWP) REQUIREMENTS

The appointed Contractor shall comply with all applicable Expanded Public Works Programme (EPWP) requirements and guidelines issued by the Department of Public Works and Infrastructure (DPWI), as amended from time to time. All EPWP activities shall be conducted in accordance with the EPWP Integrated Management System (iEPWP/MIS) reporting framework and any project-specific EPWP Implementation Plan approved by the Employer or Implementing Agent.

1 DEFINITIONS

For the purposes of this Clause, the following definitions shall apply:

- **“EPWP Beneficiary”** means any person employed through the EPWP under a fixed-term contract of employment on this project.
- **“Project Area”** means the geographic area designated in the project scope documents, within which local community members shall be preferentially recruited.
- **“Youth”** means persons between the ages of 18 and 35 years (inclusive).
- **“Persons with Disabilities”** means persons as defined in the Employment Equity Act 55 of 1998, as amended.
- **“Local Community Members”** means unemployed persons ordinarily resident within the Project Area as evidenced by proof of residence.
- **“Employer” or “Implementing Agent”** refers to the entity identified in the Contract Data as responsible for contract administration and EPWP oversight.

2 LABOUR-INTENSIVE EMPLOYMENT

1. The Contractor shall maximise the use of local labour and labour-intensive construction methods to the extent that is practical and technically feasible, in accordance with EPWP guidelines issued by the DPWI.
2. Priority shall be given to the recruitment and employment of unemployed persons residing within the Project Area.
3. The Contractor shall, prior to sourcing labour from outside the Project Area, demonstrate to the satisfaction of the Employer or Implementing Agent that sufficient eligible local labour was not available.

3 EQUITY AND TARGETED BENEFICIARIES

1. The Contractor shall ensure equitable recruitment, participation, and treatment of EPWP Beneficiaries in accordance with the EPWP targets specified in the approved EPWP Implementation Plan and applicable government transformation objectives.
2. In the recruitment of EPWP Beneficiaries, preference shall be given to the following target groups, in accordance with the DPWI EPWP targets applicable to this project:
 - Women;
 - Youth (18–35 years);
 - Persons with Disabilities; and

- Local Community Members.
3. The Contractor shall maintain accurate, auditable records demonstrating compliance with the approved demographic targets throughout the duration of the project.
 4. The Contractor shall not discriminate against any person in the recruitment or employment of EPWP Beneficiaries on any grounds prohibited by applicable legislation, including the Employment Equity Act 55 of 1998 and the Constitution of the Republic of South Africa, 1996.

4 EMPLOYMENT CONTRACTS

1. All EPWP Beneficiaries shall be employed under individually signed, written employment contracts which comply with the Basic Conditions of Employment Act 75 of 1997, the relevant EPWP sectoral determination, and any applicable Ministerial determinations.
2. Copies of all signed employment contracts, together with the supporting documentation listed in Clause [X].5 below, shall be submitted to the Employer or Implementing Agent before any EPWP Beneficiary commences work on the project and whenever new workers are engaged.
3. No EPWP Beneficiary shall be permitted to perform work on the project prior to the submission and acceptance by the Employer or Implementing Agent of a duly signed employment contract.

5 MONTHLY REPORTING REQUIREMENTS

1. The Contractor shall submit a complete monthly EPWP report to the Employer or Implementing Agent no later than the 5th working day of each calendar month, covering the preceding month's activities.
2. Each monthly report shall be compiled using the DPWI's prescribed EPWP reporting format (iEPWP/MIS) and shall include the following:
 - An updated and complete EPWP Beneficiary database;
 - Certified copies of all EPWP Beneficiaries' valid South African Identity Documents or alternative lawful identity documentation;
 - Signed employment contracts for all active EPWP Beneficiaries;
 - Daily attendance registers signed by each worker and the responsible supervisor, for each working day in the reporting period;
 - Certified monthly attendance registers summarising daily attendance per Beneficiary;
 - Certified payroll and payment schedules reflecting gross wages, deductions, and net payments for each Beneficiary;
 - Proof of wage payments (e.g., bank statements, payslips, or electronic transfer confirmations);
 - Demographic information for each Beneficiary, including gender, age (youth or non-youth), disability status, and place of residence (local or non-local relative to the Project Area); and
 - A narrative summary of EPWP activities undertaken during the reporting period, including the number of person-days worked and any material deviations from the approved EPWP Implementation Plan.
- Late submission, incomplete reports, or reports not compiled in the prescribed format shall not be considered compliant and may be returned for correction. Persistent non-compliance with reporting obligations shall constitute a breach of contract.

6 RECORD KEEPING AND VERIFICATION

1. The Contractor shall maintain complete, accurate, and auditable records pertaining to EPWP compliance for the full duration of the project and for a minimum period of five (5) years after the date of the Final Completion Certificate, or such longer period as may be prescribed by the Public Finance Management Act 1 of 1999, the Auditor-General of South Africa, or any other applicable legislation.
2. All records shall be available for inspection and audit by the Employer, the Implementing Agent, the DPWI, the Auditor-General, or any other duly authorised oversight body upon reasonable written request.
3. The Employer or Implementing Agent reserves the right to conduct site visits and independent verification of attendance registers, employment contracts, and payment records at any time during the project.

7 NON-COMPLIANCE AND REMEDIES

1. Failure by the Contractor to comply with any requirement of this Clause, including but not limited to EPWP employment obligations, demographic targets, reporting obligations, or the submission of required supporting documentation, shall constitute a breach of contract.
2. Upon identification of non-compliance, the Employer or Implementing Agent shall issue a written Notice of Non-Compliance to the Contractor, specifying the nature of the breach and requiring the Contractor to remedy the non-compliance within ten (10) working days of the date of the notice, unless a shorter period is warranted by the circumstances.
3. If the Contractor fails to remedy the breach within the period specified in the Notice of Non-Compliance, or within any extended period agreed in writing, the Employer or Implementing Agent may, without prejudice to any other rights or remedies available under the Contract or in law, implement any one or more of the following remedies:
 - Withhold payment certificates, or portions thereof, until compliance is achieved to the satisfaction of the Employer or Implementing Agent;
 - Instruct the Contractor to cease work until the breach is remedied;
 - Procure compliance from a third party and recover the reasonable costs thereof from the Contractor; or
 - Terminate the Contract in accordance with the termination provisions contained herein.
4. The remedies set out in this Clause are cumulative and shall not limit any other rights or remedies available to the Employer under the Contract or applicable law.