



# Free State Department of Agriculture and Rural Development

**DARD/EOI 01/2025/2026**

## REQUEST FOR EXPRESSION OF INTEREST TO PARTICIPATE IN A FRAMEWORK CONTRACT FOR PROFESSIONAL TECHNICAL SERVICE PROVIDERS FOR THE FREE STATE DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT ON AN “AS AND WHEN” REQUIRED BASIS FOR 36 MONTHS

Disciplines required:

Civil Engineer, Civil Engineer (Structures), Electrical Engineer, Mechanical Engineer, Electronic Engineer, Architect, Quantity Surveyor, Occupational Health and Safety Professional, Prof Scientist Environmental

|   |   |
|---|---|
| <b>ADVERTISEMENT DATE</b><br>03 October 2025<br><b>CLOSING DATE:</b><br>31 October 2025 | <b>COMPULSORY BRIEFING<br/>SESSION</b><br>14 October 2025 |
|---|---|

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|--|--|
| <b>Issued by:</b><br>Mr T Mabilo<br>Head of Department: Department of<br>Agriculture and Rural Development<br>Glen Agricultural College<br>Chemistry Building 1st Floor<br>Gielie Joubert Street<br>Bloemfontein<br>9301 | <b>Prepared by:</b><br>Enquiries: Me CS Fourie<br><a href="mailto:fouriecs@dard.gov.za">fouriecs@dard.gov.za</a><br>cell: 081 038 2713 |
| <b>Name of Respondent:</b><br><br>   |  |



# **Free State Department of Agriculture and Rural Development**

**DARD/EOI 01/2025/2026**

**REQUEST FOR EXPRESSION OF INTEREST TO  
PARTICIPATE IN A FRAMEWORK CONTRACT FOR  
PROFESSIONAL TECHNICAL SERVICE PROVIDERS FOR  
THE FREE STATE DEPARTMENT OF AGRICULTURE AND  
RURAL DEVELOPMENT ON AN “AS AND WHEN”  
REQUIRED BASIS FOR 36 MONTHS**

THIS DOCUMENT COMPILED BY:

The Head of Department: Department of Agriculture and Rural Development  
Glen Agricultural College  
Chemistry Building 1st Floor  
Gielie Joubert Street  
Bloemfontein  
9301

## Table of Contents

|  |     |
|--|-----|
| PART E: SUBMISSION   | E4  |
| E1 Submission Procedures   | E4  |
| E1.1 Standard Notice and Invitation to submit an Expression of Interest  | E5  |
| E1.2 Submission data   | E6  |
| E1.2.1 Standard conditions of submission:  | E6  |
| E2 Returnable Documents  | E18 |
| E2.1 List of Returnable Documents  | E19 |
| E2.2 Returnable Schedules  | E22 |
| PART C: CONTRACT   | C1  |
| C1. Agreement and Contract Data  | C2  |
| C1.1 Form of Offer and Acceptance  | C3  |
| C1.2 CONTRACT DATA   | C10 |
| C1.2.1 CONDITIONS OF CONTRACT  | C10 |
| C1.2.2 CONTRACT DATA: INFORMATION PROVIDED BY THE EMPLOYER   | C11 |
| C1.2.3 CONTRACT DATA: INFORMATION PROVIDED BY THE SUPPLIER   | C14 |
| C1.3 Other contract forms  | C16 |
| C1.3.1 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT 1993 (ACT NO 85 OF 1993) AND CONSTRUCTION REGULATIONS 2014 | C16 |
| C2. Pricing Data   | C18 |
| C 2.1 PRICING ASSUMPTIONS  | C18 |
| C2.2 KEY PERSONS FOR THIS PROJECT  | C21 |
| C3. Scope of Services and Scope of Work  | C22 |

## **PART E: SUBMISSION**

### **E1 Submission Procedures**

Free State Department of Agriculture and Rural Development

CONTRACT: DARD/EOI 01/2025/2026

REQUEST FOR EXPRESSION OF INTEREST TO PARTICIPATE IN A FRAMEWORK CONTRACT FOR PROFESSIONAL TECHNICAL SERVICE PROVIDERS FOR THE FREE STATE DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT ON AN “AS AND WHEN” REQUIRED BASIS FOR 36 MONTHS

### E1.1 Standard Notice and Invitation to submit an Expression of Interest

|        |   |
|--------|---|
| E1.1.1 | The words “ <b>tender</b> ”, “ <b>bid</b> ”, “ <b>submission</b> ” and “ <b>expression of interest</b> ” in this document or any documents referred to in this document are interchangeable and are deemed to have the same meaning, similarly the words “ <b>tenderer</b> ”, “ <b>tendering Service Provider</b> ” and “ <b>respondent</b> ” are interchangeable and are deemed to have the same meaning. Unless inconsistent with the context, the masculine gender includes the feminine and neuter genders and vice versa, and the singular includes the plural and vice versa. Wherever reference is made in the documentation to Bill of Quantities it shall also mean Pricing Schedule. Wherever reference is made in the documentation to Contractor it shall also mean Service Provider. |
| E1.1.2 | Free State Department of Agriculture and Rural Development invites REQUEST FOR EXPRESSION OF INTEREST TO PARTICIPATE IN A FRAMEWORK CONTRACT FOR PROFESSIONAL TECHNICAL SERVICE PROVIDERS FOR THE FREE STATE DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT ON AN “AS AND WHEN” REQUIRED BASIS FOR 36 MONTHS. The services are required in the province of the FREE STATE. The approximate programme is for services to commence at date of appointment and to run for 36 months. The disciplines required are Civil Engineer, Civil Engineer (Structures), Electrical Engineer, Mechanical Engineer, Electronic Engineer, Architect, Quantity Surveyor, Occupational Health and Safety Professional and Prof Scientist Environmental.   |
| E1.1.3 | Only tenderers who meet the minimum requirements in terms of Clause D.2.1 in the Tender data, are eligible to tender. Joint Ventures (JV) will be allowed.  |
| E1.1.4 | Preferences are offered to tenderers who are 51% and more Black owned, 51% and more Woman owned and 51% and more people living with disability owned. Specific goals will only be considered during evaluation of quotations received for specific projects (work packages).  |
| E1.1.5 | <b>Collection of tender documents:</b><br>Bid documents are available for free download on e-Tender portal <a href="http://www.etenders.gov.za">www.etenders.gov.za</a><br>Alternatively tender documents can be collected at the following physical address:<br>Free State Department of Agriculture and Rural Development, Room no. 149, Cashier’s Office, ground floor, Administration Building, Gielie Joubert Street, Glen.<br>Documents may be collected during working hours: <b>8:30 – 15:30 Mondays to Fridays</b> . A non-refundable deposit of R 1282 is payable, in cash only, on collection of the tender documents.   |
| E1.1.6 | Queries relating to the issue of these documents may be addressed in writing to Mr. T. Matshaba or Ms. S.W. Maliehe, e-mail <a href="mailto:tsoloanematshaba@gmail.com">tsoloanematshaba@gmail.com</a> or <a href="mailto:maliehe@dard.gov.za">maliehe@dard.gov.za</a>  |
| E1.1.7 | A compulsory clarification briefing meeting will be held at FS DARD, Glen College, Bloemfontein, Glen Inn on Tuesday, 14 October 2025 at 10:00 AM.<br>The session will provide respondents with an opportunity to obtain clarity on certain aspects of the process as set out in this document and to address any substantial issues they might have.<br><b>NB: Potential respondents that fail to attend the briefing session will be disqualified.</b>  |
| E1.1.8 | The closing time for receipt of tenders is 11:00 AM on Friday, 31 October 2025.<br>Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted.   |
| E1.1.9 | Submissions may only be submitted in the format as stated in the Submission Data.<br>Requirements for sealing, addressing, delivery, opening and assessment of submissions are stated in the submission Data.   |

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## **E1.2 Submission data**

(Pink forms) Applicable conditions of submission and rules applying from EOI invitation to panel appointment.

This submission constitutes a Request for Expression of Interest (EOI) issued in accordance with Annexure D of the CIDB Standard for Uniformity in Procurement.

The process will lead to the appointment of a panel under a Framework Agreement, from which project-specific services will be requested via work packages.

No pricing is required or evaluated at this stage.

### **E1.2.1 Standard conditions of submission:**

1. The conditions of tender are **the Standard Conditions for the calling for expression of interest** as contained in Annexure D of the CIDB STANDARD FOR UNIFORMITY IN ENGINEERING AND CONSTRUCTION WORKS CONTRACTS as per Government Notice No. 423 published in Government Gazette No. 42622 of 08 AUGUST 2019 and as amended from time to time.
2. The Standard Conditions of Tender is not included in this tender document. Tenderers must obtain it on the CIDB's Website (see [www.cidb.org.za](http://www.cidb.org.za)). <https://www.cidb.org.za/wp-content/uploads/2021/07/Standard-for-Uniformity-August-2019.pdf>
3. The Standard Conditions for the calling for expression of interest make several references to the tender data for details that apply specifically to this tender. The tender data shall have precedence in the interpretation of any ambiguity or inconsistency between the tender data and the standard conditions for the calling for expression of interest.
4. Each item of data given below is cross-referenced to the clause marked "D" in the above-mentioned Standard expression of interest.

| Clause Number                             | Submission Data  |        |          |   |  |
|---|--|--------|----------|---|--|
| <b>D.1</b>                                | <b>GENERAL</b>   |        |          |   |  |
| <b>D.1.1</b>                              | <p><b>Actions</b></p> <p>The Employer is</p> <p>FREE STATE DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT. The Employer's <i>domicilium citandi et executandi</i> (permanent physical business address) is:</p> <table border="1"> <tr> <td>POSTAL</td><td>DELIVERY</td></tr> <tr> <td>Private Bag X02,<br/>Bloemfontein,<br/>9300</td><td>Glen Agricultural College<br/>Chemistry Building 1st Floor<br/>Gielie Joubert Street<br/>GLEN<br/>9301</td></tr> </table>  | POSTAL | DELIVERY | Private Bag X02,<br>Bloemfontein,<br>9300 | Glen Agricultural College<br>Chemistry Building 1st Floor<br>Gielie Joubert Street<br>GLEN<br>9301 |
| POSTAL                                    | DELIVERY   |        |          |   |  |
| Private Bag X02,<br>Bloemfontein,<br>9300 | Glen Agricultural College<br>Chemistry Building 1st Floor<br>Gielie Joubert Street<br>GLEN<br>9301   |        |          |   |  |
| <b>D.1.2</b>                              | <p><b>Supporting Documents</b></p> <p>For this Contract the single volume approach is adopted.</p> <p>This expression of interest (EOI) document has been formatted and compiled under the headings for calls for expression of interest as contained in Table 3 of the CIDB's "Standard for Uniformity in Construction Procurement", with Part E3: Indicative scope of work, replaced by Table 6: Standard headings and sequencing of documents in the contract.</p> <p>The tendering Service Provider's attention is specifically drawn to E2 Returnable Documents identified in E2.1 List of Returnable Documents and in E2.2 Submission Schedules. The Returnable Documents must be obtained and the Returnable Schedules must be completed by a tenderer when submitting a tender. The tenderer must complete these documents and deliver his tender back to the Employer bound as it was received.</p> <p>The tender document, issued by the Employer will be in electronic format and comprises the following separate identifiable documents collectively forming the "Tender Document in a single volume"</p> <p><b><u>The Submission</u></b></p> <p><b>Part E1: Submission Procedures</b></p> <p>E1.1 Notice and invitation to submit an Expression of Interest</p> <p>E1.2 Submission data</p> <p><b>Part E2: Returnable Documents</b></p> <p>E2.1 List of returnable documents</p> <p>E2.2 Submission schedules</p> <p><b><u>The Contract</u></b></p> <p><b>Part C1: Agreement and contract data</b></p> <p>C1.1 Form of offer and acceptance (Yellow)</p> <p>C1.2 Contract data (Yellow)</p> <p>C1.3 Other contract forms (Yellow)</p> <p><b>Part C2: Pricing data</b></p> <p>C2.1 Pricing Assumptions (Yellow)</p> <p>C2.2 Key persons for this contract (Yellow)</p> <p><b>Part C3: Scope of services</b></p> <p>C3 Scope of work (Blue)</p> <p><b>Part C4: Annexures</b> (White)</p> |        |          |   |  |
| <b>D.1.4</b>                              | <p><b>Communication and employer's agent</b></p> <p>The Employer's agent will be as noted in E1.1.6 Notice and Invitation to submit an EOI and can be contacted at <a href="mailto:tsoloanematshaba@gmail.com">tsoloanematshaba@gmail.com</a> or <a href="mailto:maliehe@dard.gov.za">maliehe@dard.gov.za</a></p>  |        |          |   |  |

|              |   |
|--------------|---|
| <b>D.2</b>   | <b>Respondent's Obligations</b>   |
| <b>D.2.1</b> | <p><b>Eligibility</b></p> <p>Only those respondents who satisfy the following criteria are eligible to submit EOI's:</p> <ul style="list-style-type: none"> <li>(a) The respondent must have at least one registered professional in each professional discipline required for the services listed in Section E1.1.2 and Form B2 of this tender.<br/>For each of these professionals, the tenderer must submit: <ul style="list-style-type: none"> <li>(i) A <b>certified copy of the current active professional registration certificate</b> (or equivalent documentation), and</li> <li>(ii) A <b>certified copy of the relevant qualification certificates</b>.</li> </ul> <p>These individuals must be listed under <b>Form B2</b> and will also be included as part of the Framework agreement.</p> <p>[The Employer retains the right to verify current professional registration required in terms of (a) above with the relevant councils as part of the tender evaluation process. In the event of any such person not currently being registered with the relevant councils, it will render the tender as unacceptable (i.e. non-responsive) and excluded from further consideration.]</p> </li> <li>(b) All Returnable Documents mentioned in E2: Returnable Documents, including E2.2 Returnable Schedules, have been included in the submission.</li> <li>(c) the respondent 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;</li> <li>(d) the respondent has not: <ul style="list-style-type: none"> <li>(i) abused the Employer's Supply Chain Management System; or</li> <li>(ii) failed to perform on any previous contract and has been given a written notice to this effect;</li> </ul> </li> <li>(e) the respondent has completed the Compulsory Declaration and there are no conflicts of interest which may impact on the respondent's ability to perform the contract in the best interests of the employer or potentially compromise the tender process;</li> <li>(f) Compulsory clarification meeting certificate duly signed by the bidder or representative. The clarification meeting certificate will be verified against the attendance register.</li> <li>(g) Joint Ventures or Consortia are eligible to submit bids provided that: <ul style="list-style-type: none"> <li>(i) Each individual party to the Joint Venture or Consortium must be registered on the CSD.</li> <li>(ii) Each individual party to the Joint Venture or Consortium must be in good standing with SARS.</li> <li>(iii) A signed commitment letter to enter into a JV or consortium agreement specific to the EOI Contract and clearly showing the percentage contribution of each partner to the Joint Venture must be submitted.</li> <li>(iv) Key persons, a joint venture partner or a Targeted Enterprise, do not submit or participate in more than one submission (See D.2.7.3).</li> </ul> </li> </ul> <p>Failure to satisfy the eligibility criteria will result in a non-responsive tender.</p> |
| <b>D.2.4</b> | <p><b>Acknowledge addenda</b></p> <p>Failure to apply instructions contained in addenda may render a tenderer's offer non-responsive in terms of condition D2.4 for Expression of Interest.</p>   |
| <b>D.2.5</b> | <p><b>Clarification meeting</b></p> <p><b>Compulsory clarification meeting (In-person)</b></p> <p>A compulsory clarification briefing meeting will be held at FS DARD, Glen College, Bloemfontein, Glen Inn on Tuesday, 14 October 2025 at 10:00 AM.</p>  |



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|--|--|-------------------------|---|-------------------|--|--|---|--|---|
| <b>D.2.6</b>   | <b>Seek clarification</b><br>Request clarifications at least 12 (twelve) working days before the closing date.   |                         |   |                   |  |  |   |  |   |
| <b>D.2.7</b>   | <b>Making a submission</b>   |                         |   |                   |  |  |   |  |   |
| <b>D.2.7.1</b>   | The returnable documents shall be completed in hard copy with black ink.   |                         |   |                   |  |  |   |  |   |
| <b>D.2.7.2</b>   | Only submit one hardcopy of the fully completed tender document.<br>Each tender offer communicated on paper shall be submitted as an original. Each page of the tender document shall be initialled by the Authorised Signatory as per the Resolution of the Board of Directors, Consortia or Joint Venture in terms of Returnable schedule Form A2.   |                         |   |                   |  |  |   |  |   |
| <b>D.2.7.3</b>   | If a tenderer, including key persons, a joint venture partner or a Targeted Enterprise, submits or participates in more than one submission, then all such submissions shall be disqualified.  |                         |   |                   |  |  |   |  |   |
| <b>D.2.8</b>   | <b>Information and data to be competed in all aspects</b>  |                         |   |                   |  |  |   |  |   |
| <b>D.2.9</b>   | <p><b>Closing time</b><br/>The closing time for submission of tender offers is 11:00 AM on Friday, 31 October 2025</p> <p>Where closing date was extended, documents that were valid at the original closing date, remain valid for the extended closing date.</p> <p>Electronic submissions will not be accepted. The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <table border="1"> <tr> <td>Location of tender box:</td><td>Supply Chain Management Component<br/>Ground floor</td></tr> <tr> <td>Physical address:</td><td>Administration Building,<br/>Gielie Joubert Street,<br/>Glen<br/>(Manguang Metro)</td></tr> <tr> <td>Identification details:<br/><i>(Place the signed original tender offer in a package marked)</i></td><td>TENDER: DARD/EOI 01/2025/2026<br/><br/>REQUEST FOR EXPRESSION OF INTEREST TO PARTICIPATE IN A FRAMEWORK CONTRACT FOR PROFESSIONAL TECHNICAL SERVICE PROVIDERS FOR THE FREE STATE DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT ON AN "AS AND WHEN" REQUIRED BASIS FOR 36 MONTHS</td></tr> <tr> <td></td><td>The name and address of the Contractor must be written on the envelope to return unopened tender documents.</td></tr> </table> <p>Submissions must be submitted during office hours between 08h00 and 15h30 on weekdays at the Employer's address.</p> | Location of tender box: | Supply Chain Management Component<br>Ground floor | Physical address: | Administration Building,<br>Gielie Joubert Street,<br>Glen<br>(Manguang Metro) | Identification details:<br><i>(Place the signed original tender offer in a package marked)</i> | TENDER: DARD/EOI 01/2025/2026<br><br>REQUEST FOR EXPRESSION OF INTEREST TO PARTICIPATE IN A FRAMEWORK CONTRACT FOR PROFESSIONAL TECHNICAL SERVICE PROVIDERS FOR THE FREE STATE DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT ON AN "AS AND WHEN" REQUIRED BASIS FOR 36 MONTHS |  | The name and address of the Contractor must be written on the envelope to return unopened tender documents. |
| Location of tender box:  | Supply Chain Management Component<br>Ground floor  |                         |   |                   |  |  |   |  |   |
| Physical address:  | Administration Building,<br>Gielie Joubert Street,<br>Glen<br>(Manguang Metro)   |                         |   |                   |  |  |   |  |   |
| Identification details:<br><i>(Place the signed original tender offer in a package marked)</i> | TENDER: DARD/EOI 01/2025/2026<br><br>REQUEST FOR EXPRESSION OF INTEREST TO PARTICIPATE IN A FRAMEWORK CONTRACT FOR PROFESSIONAL TECHNICAL SERVICE PROVIDERS FOR THE FREE STATE DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT ON AN "AS AND WHEN" REQUIRED BASIS FOR 36 MONTHS  |                         |   |                   |  |  |   |  |   |
|  | The name and address of the Contractor must be written on the envelope to return unopened tender documents.  |                         |   |                   |  |  |   |  |   |
| <b>D.2.10</b>  | <p><b>Clarification of submission</b><br/>Any clarification requested under this clause must be provided within <b>2 (two)</b> working days of date of request.</p>  |                         |   |                   |  |  |   |  |   |

|              |  |
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| <b>D.3</b>   | <b>Employer's undertakings</b>   |
| <b>D.3.1</b> | <p><b>Respond to clarification</b></p> <p>The Employer shall respond to clarifications received up to 10 (ten) working days before tender closing date.</p> <p>The Employer shall respond to any clarifications from the tenderers emanating from the addenda until 6 (six) working days before tender closing date.</p>   |
| <b>D.3.2</b> | <p><b>Issue Addenda</b></p> <p>The employer shall issue addenda until 10 (ten) working days before tender closing date.</p>  |
| <b>D.3.4</b> | <p><b>Opening of submissions</b></p> <p>The time and date for opening of submissions is:</p> <p>Time: 11:00 AM on Friday, 31 October 2025.</p> <p>Location:<br/>SCM BOARDROOM<br/>Administration Building,<br/>Gielie Joubert Street,<br/>Glen<br/>(Mangaung Metro)</p>  |
| <b>D.3.7</b> | <p><b>Test for responsiveness</b></p> <p>A Substantially responsive submission is a submission in which all of the material information and documentation submitted at close of submission contains non-material and non-conformities to the bid specifications but are not related to price. The correction of any such documentation or information, or the condonement for the non-inclusion of any such document or information may not be prejudicial towards the offer and claimed preference of any responsive tender or be construed to be giving an unfair advantage to any tender.</p> <p>A responsive submission is also one that conforms to all the terms, conditions, and scope of work of the submission documents, without material omissions. The test for a material omission is the same as the test for a material deviation or qualification.</p> <p>The Employer will cancel a submission should all respondents be non-responsive and no negotiations will be conducted.</p> <p>The respondent shall, as a minimum requirement, comply with the following:</p> <ul style="list-style-type: none"> <li>• Comply with the minimum requirements as indicated in Clause SD.3.11a.</li> <li>• Be registered on the Central Supplier Database (CSD) with a valid tax clearance.</li> <li>• Not listed on the Register of Tender Defaulters</li> <li>• Not abused the Employer's Supply Chain Management System; or failed to perform on any previous contract</li> <li>• No conflict of interest</li> <li>• Submit all the returnable forms and documents.</li> <li>• Attend the compulsory site briefing session</li> <li>• Not participate in more than one submission or having key persons or joint venture / consortium partners who participate in more than one submission.</li> </ul> |

| D.3.9.1A Evaluation of responsive submissions           |   |   |  |  |        |    |
|---|---|---|--|--|--------|----|
| Tenders will be evaluated for Functionality as follows: |   |   |  |  |        |    |
| CRITERIA  |   | GUIDELINE FOR EVALUATION CRITERIA APPLICATION | MEANS OF VERIFICATION  |  | POINTS |    |
| A1<br>Company Experience                                | Number of <u>similar projects</u> completed in the past ten (10) years. A similar project is regarded to be a multi-disciplinary project, at least R10 million in construction value, done from at least design development (stage 3) till close out (stage 7) according to the Infrastructure Delivery Management System (IDMS) (National Treasury, 2012) descriptions and format, while similar in type to the broad description of projects mentioned in C 3.1 under the Scope of services and Scope of work. Proof must also be given of experience in IDMS stages 1&2. |   | Evidence of past performance can be in the form of the following: <ul style="list-style-type: none"><li>CIDB Annexure 1: <u>PSP Performance Report</u> (link: <a href="https://www.cesa.co.za/sites/default/files/Standard_for_PSP_Performance_Reports_2015_05_11.pdf">https://www.cesa.co.za/sites/default/files/Standard_for_PSP_Performance_Reports_2015_05_11.pdf</a>)</li><li>Reference letters from Client or Client's representative according to the pro-forma as provided in Form B6 of the returnable documents.</li></ul> Performance reports and Reference letters should be signed by all relevant parties (contractor and client). It must as a minimum indicate the completion date, construction value, key activities and IDMS stages involved. |  | 25     |    |
|   | No proof provided of having successfully completed a similar project.   |   | Failure to submit a completed and signed CIDB Annexure 1 Performance Report, or a signed Reference letter from the Client/Client's representative will result in 0 (zero) points for past performance. For JV's reports or reference letters must be in one of the companies or JV partner names.  |  |        | 0  |
|   | Proof provided of having completed one (1) similar project.   |   | (The above evidence must be attached to Form B6: Past Performance experience)  |  |        | 5  |
|   | Proof provided of having completed two (2) similar projects.  |   |  |  |        | 10 |
|   | Proof provided of having completed three (3) similar projects.  |   |  |  |        | 15 |
|   | Proof provided of having completed four (4) or more similar projects.   |   |  |  |        | 25 |

|  |   |  |  |                           |    |
|--|---|--|--|---------------------------|----|
|  | <b>A2<br/>Experience of<br/>Key Staff</b> | Qualifications, active professional registration with the Engineering Council of South Africa (ECSA) and experience of key staff i.e. the Project lead and Lead Design Engineer. Active (current / valid) registration to be demonstrated.   | Submit signed CV's indicating, amongst others, the years' experience with certified copies of ACTIVE (current / valid) Professional Registration Certificates with ECSA and Qualification Certificates for all relevant qualifications and registrations attached.   |                           |    |
|  | <b>A2.1<br/>Project Lead</b>              | <b>Less than 5 years</b> of experience on projects relating to the design and construction monitoring of similar projects (See A1 for a description of similar projects).<br><br>AND minimum<br><br><b>National Higher Diploma (NHD) in Engineering (Civil/Mechanical/Electrical)</b>            | <p>- Availability of key staff, other than internal capacity, must be confirmed through suspensive agreements / contracts (on condition of award of contract) as agreed between the tenderer and external key staff. Suspensive agreements / contracts must be attached to the CV's of these key staff members. External key staff members without suspensive agreements / contracts will not be considered and will influence the functionality score negatively.</p> <p>- Availability of Internal key staff must be confirmed through an appointment contract or any other evidence, which will confirm that the person is an employee of the company, attached to the CV. Internal key staff members without appointment contracts or any other evidence confirming employment in the company will not be considered and will influence the functionality score negatively.</p> <p>(Form B2 of the returnable documents must be completed and evidence attached thereto)</p> | 0                         | 25 |
|  |   | <b>Five (5) to nine (9) years</b> of experience on projects relating to the design and construction monitoring of similar projects<br><br>AND minimum<br><br><b>NHD in Engineering (Civil/Mechanical/Electrical)</b>   |  | 5                         |    |
|  |   | <b>Five (5) to nine (9) years</b> of experience on projects relating to the design and construction monitoring of similar projects<br><br>AND minimum<br><br><b>NHD in Engineering (Civil/Mechanical/Electrical)</b><br><br>AND minimum<br><br><b>Registration with ECSA as PR Tech Eng</b>      |  | 10<br>Minimum requirement |    |
|  |   | <b>Ten (10) to fourteen (14) years</b> of experience on projects relating to the design and construction monitoring of similar projects<br><br>AND minimum<br><br><b>NHD in Engineering (Civil/Mechanical/Electrical)</b><br><br>AND minimum<br><br><b>Registration with ECSA as PR Tech Eng</b> |  | 15                        |    |
|  |   | <b>Fifteen (15) years</b> of experience or more on projects relating to the design and construction monitoring of similar projects<br><br>AND minimum<br><br><b>NHD in Engineering (Civil/Mechanical/Electrical)</b><br><br>AND minimum<br><br><b>Registration with ECSA as PR Tech Eng</b>      |  | 25                        |    |

|                                      |  |   |                           |    |
|--------------------------------------|--|---|---------------------------|----|
| <b>A2.2<br/>Lead Design Engineer</b> | <p><b>Less than 2 years</b> of experience on projects relating to civil/mechanical/electrical design of similar projects</p> <p>AND minimum</p> <p><b>NHD in Civil/Mechanical/Electrical Engineering</b></p>   | Submit signed CV's indicating, amongst others, the years' experience with certified copies of ACTIVE (current / valid) Professional Registration Certificates with ECSA and Qualification Certificates for all relevant qualifications and registrations attached.  | 0                         | 25 |
|                                      | <p><b>2-4 years</b> of experience on projects relating to civil/mechanical/electrical design of similar projects</p> <p>AND minimum</p> <p><b>NHD in Civil/Mechanical/Electrical Engineering</b></p>   | - Availability of key staff, other than internal capacity, must be confirmed through suspensive agreements / contracts (on condition of award of contract) as agreed between the tenderer and external key staff. Suspensive agreements / contracts must be attached to the CV's of these key staff members. External key staff members without suspensive agreements / contracts will not be considered and will influence the functionality score negatively. | 5                         |    |
|                                      | <p><b>5-9 years</b> of experience on projects relating to civil/mechanical/electrical design of similar projects</p> <p>AND minimum</p> <p><b>NHD in Civil/Mechanical/Electrical Engineering</b></p> <p>AND minimum</p> <p><b>Registration with ECSA as PR Tech Eng</b></p>                  | - Availability of Internal key staff must be confirmed through an appointment contract or any other evidence, which will confirm that the person is an employee of the company, attached to the CV. Internal key staff members without appointment contracts or any other evidence confirming employment in the company will not be considered and will influence the functionality score negatively.   | 10<br>Minimum requirement |    |
|                                      | <p><b>10-14 years</b> of experience on projects relating to civil/mechanical/electrical design of similar projects</p> <p>AND minimum</p> <p><b>NHD in Civil/Mechanical/Electrical Engineering</b></p> <p>AND minimum</p> <p><b>Registration with ECSA as PR Tech Eng</b></p>                | (Form B2 of the returnable documents must be completed and evidence attached thereto)   | 15                        |    |
|                                      | <p><b>Fifteen (15) years or more</b> of experience on projects relating to civil/mechanical/electrical design of similar projects</p> <p>AND minimum</p> <p><b>NHD in Civil/Mechanical/Electrical Engineering</b></p> <p>AND minimum</p> <p><b>Registration with ECSA as PR Tech Eng</b></p> |   | 25                        |    |

|  |  |  |    |           |
|--|--|--|----|-----------|
| <b>A3<br/>Programme</b>                | Do a programme for a sample project complete with allowance for all relevant studies. Submit a draft project programme (schedule), for this sample project, to include all IDMS stages.  | Submit draft project programme (schedule).<br><br>(The above evidence must be attached to Form B3: Preliminary programme).   |    | <b>5</b>  |
|  | Sample project:<br>The FS DARD need to do a project from inception to close out for a Greenfields 100 sow piggery project in Kroonstad. Project estimate is R16 000 000.   | <i>At least three officials from the end-user (which might include Engineer(s) from other departments), who are conversant with the requirements of an engineering project programme will evaluate the submissions based on the rubric and scoring hereby provided. SCM will remove any evidence of identification of the respondent from the relevant evidence and submit it to the end-user evaluation panel who will score the programme submissions individually. Scores must be allocated strictly in accordance with the rubric bands (0, 1, 2, 3 or 5 points). Following individual scoring, the evaluation panel will agree on a consensus score which must be one of the defined rubric values (0, 1, 2, 3 or 5). The end-user evaluation panel for programme will conduct their evaluation in the presence of the evaluation committee.</i>  | 0  |           |
|  | No programme submitted or programme does not address stages of the project lifecycle at all.   |  | 1  |           |
|  | Programme addresses some stages but is incomplete; missing relevant studies; sequencing unclear; deliverables not aligned with IDMS.   |  | 2  |           |
|  | Programme covers most stages of the project lifecycle with limited detail; studies listed superficially; dependencies not well defined; no realistic timelines, includes a critical path.  |  | 3  |           |
|  | Programme cover all stages of the project lifecycle with reasonable detail, identifies required studies, sequencing is logical, deliverables is generally aligned to the project lifecycle, with timelines realistic though not well integrated and includes a critical path.  |  | 5  |           |
| <b>A4<br/>Approach and Methodology</b> | Programme cover all stages of the project lifecycle with a detailed breakdown of all the stages, includes all relevant studies, shows dependencies, milestones and risk allowances with timelines integrated and achievable including a critical path.   |  |    | <b>20</b> |
|  | Using the same sample project as above, describe the approach and methodology in terms of the IDMS, professional council guidelines and your quality plan. Also touch on how you are going to manage a variety of projects at the same time. The National Development Plan is strategic. How can you contribute on the projects to achieve this plan's targets? How will you compile your professional team for a project? What critical approvals do you foresee? How will you make provision for capacity building of relevant officials in the Department during different stages of the project? | Submit approach and methodology description.<br><br>(The above evidence must be attached to Form B4: Approach and methodology).<br><br><i>At least three officials from the end-user (which might include Engineer(s) from other departments), who are conversant with the requirements of an engineering project approach and methodology will evaluate the submissions based on the rubric and scoring hereby provided. SCM will remove any evidence of identification of the respondent from the relevant evidence and submit it to the end-user evaluation panel who will score the approach and methodology submissions individually. Scores must be allocated strictly in accordance with the rubric bands (5, 10, 15, or 20 points). Following individual scoring, the evaluation panel will agree on a consensus score which must be one of the defined rubric values (5, 10, 15, or 20). The end-</i> |    |           |
|  | The technical approach and/or methodology is poor/is unlikely to satisfy project objectives or requirements. The tenderer has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project.   |  | 5  |           |
|  | The approach is generic and not tailored to address the specific project objectives and methodology. The approach does not adequately deal with the critical characteristics of the project. The quality plan, manner in which risk is to be managed, etc. is too generic.   |  | 10 |           |

|       |  |   |    |  |
|-------|--|---|----|--|
|       | <p>The approach is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The quality plan and approach to managing risk, etc. is specifically tailored to the critical characteristics of the project. Clear and practical provision is made for capacity building of relevant officials in the Department.</p>  | <p><i>user evaluation panel for approach and methodology will conduct their evaluation in the presence of the evaluation committee.</i></p> | 15 |  |
|       | <p>Besides meeting the “good” rating, the important issues are approached in an innovative and efficient way, indicating that the tenderer has outstanding knowledge of state-of-the-art approaches. The approach paper details ways to improve the project outcomes and the quality of the outputs, with innovative measures for capacity building of relevant officials in the Department. The key personnel and their qualifications are in line with what is needed for the project. A good estimate of the expected design and construction cost are given.</p> |   | 20 |  |
| TOTAL |  |   |    |  |

It is important to note that each of the Criteria in the above Functionality table has a minimum requirement as indicated in the table. Submissions scoring less than the minimum requirement in any of the criteria will not be evaluated further. Over and above the minimum requirements per criterium, an overall aggregate score of **70 points** is the minimum required for the tender to be considered for participation in the Framework agreement.

**Key persons**

The following key persons shall form part of the quality criteria:

- Project Leader shall be a permanent staff member of the respondent.
- Lead Design Engineer
- The following persons must be nominated. They may only be replaced with similar or better qualified staff subject to client's approval.
  - Architect
  - Quantity Surveyor
  - Civil Engineer
  - Structural Engineer
  - Electrical Engineer
  - Electronic Engineer
  - Mechanical Engineer
  - Health and Safety Specialist
  - Prof Scientist Environmental.

D.3.9.1  
B

Evaluating price and preference

Price and preference will only be evaluated for specific projects on an “as and when” basis under the Framework agreement.

Price and preference, at such time, will be evaluated in terms of the Preferential Procurement Regulations, 2022 issued under the Preferential Procurement Policy Framework Act (PPPFA, Act 5 of 2000).

80/20 preference point system for acquisition of goods and services for Rand value equal to or above R30 000 and up to R50 million

The following formula will be used to calculate the points out of 80 for price:

$$P_s = 80(1 - (P_t - P_m) / P_m)$$

Where:

Ps is the points scored for price of tender under consideration.

Pt is the price of the tender under consideration; and

Pm is the price of the lowest acceptable tender.

In the event that the calculated value is negative, the allocated score shall be 0 (zero).

Scoring preference (Specific Goals):

Points for specific goals will be awarded according to the table below:

| Criteria  | Achievement level                                   | Points |
|---|---|--------|
| Person/s historically disadvantaged on the basis of race.       | 100% black ownership                                | 10     |
|   | 75% - 99% black ownership                           | 8      |
|   | 60% - 74% black ownership                           | 6      |
|   | 51% - 59% black ownership                           | 3      |
|   | 0 - 50% black ownership                             | 0      |
| Person/s historically disadvantaged on the basis of gender.     | 100% women ownership                                | 5      |
|   | 75% - 99% women ownership                           | 3      |
|   | 60% - 74% women ownership                           | 2      |
|   | 51% - 59% women ownership                           | 1      |
|   | 0 - 50% women ownership                             | 0      |
| Person/s historically disadvantaged on the basis of disability. | 100% owned by persons living with disabilities      | 5      |
|   | 75% - 99% owned by persons living with disabilities | 3      |
|   | 60% - 74% owned by persons living with disabilities | 2      |
|   | 51% - 59% owned by persons living with disabilities | 1      |
|   | 0 - 50% owned by persons living with disabilities   | 0      |
| TOTAL   |   | 20     |



|               |  |
|---------------|--|
| <b>D.3.10</b> | <p><b>Provide written reasons for action taken</b></p> <p>Prior to disqualification in terms of section 9(1) of Preferential Procurement Regulations, 2022, the Employer shall inform the tenderer and give the tenderer an opportunity to make representations within 14 days as to why the tender submitted should not be disqualified and as to why the tenderer should not be restricted by the National Treasury from conducting any business with any organ of state for a period not exceeding 10 years.</p> <p>In the event of disqualification, the Employer may, at its sole discretion, claim damages from the tenderer and impose a specified period during which tender offers will not be accepted from the offending tenderer and, the Employer shall inform the National Treasury and the CIDB in writing.</p> |
|---------------|--|

## E2 Returnable Documents

**E2.1 List of Returnable Documents**

(Yellow forms) Ensures everything required to be submitted with the tender is included in the submission.

**Notes to tenderer:**

- 1) *Returnable schedules have been based on the CIDB Standard for Uniformity in Engineering and Construction Works Contracts and incorporates National Treasury requirements within them.*
- 2) *Failure to fully complete the relevant returnable documents may render such a tender offer to be declared non-responsive.*
- 3) *Tenderers shall note that their signatures appended to each returnable form represents a declaration that they vouch for the accuracy and correctness of the information provided, including the information provided by candidates proposed for the specified key positions.*
- 4) *Notwithstanding any check or audit conducted by or on behalf of the Employer, the information provided in the returnable documents is accepted in good faith and as justification for entering into a contract with a tenderer. If subsequently any information is found to be incorrect such discovery shall be taken as wilful misrepresentation by that tenderer to induce the contract. In such event the Employer has the discretionary right to terminate the contract.*

Free State Department of Agriculture and Rural Development

CONTRACT: DARD/EOI 01/2025/2026

REQUEST FOR EXPRESSION OF INTEREST TO PARTICIPATE IN A FRAMEWORK CONTRACT FOR PROFESSIONAL TECHNICAL SERVICE PROVIDERS FOR THE FREE STATE DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT ON AN "AS AND WHEN" REQUIRED BASIS FOR 36 MONTHS

**Notes to tenderer:**

- 1) *This form has been created as an aid to ensure a tenderer's compliance with the completion of the returnable forms and schedules and subsequent placement in the correct envelope.*
- 2) *The electronic format for the submission of the relevant forms is indicated in the schedule below.*

| FORM NO         | FORM NAME  | COMPLETED? |
|-----------------|--|------------|
| A1              | CERTIFICATE OF TENDERERS' BRIEFING   |            |
| A2              | CERTIFICATE OF AUTHORITY FOR SIGNATORY   |            |
| A3/<br>SBD1     | INVITATION TO BID AND TERMS AND CONDITIONS FOR BIDDING   |            |
| A4 /<br>SBD 4   | BIDDER'S DISCLOSURE  |            |
| A5 /<br>SBD 6.1 | PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022.  |            |
| A6              | SCHEDULE OF ADDENDA TO TENDER DOCUMENTS  |            |
| A7              | SCHEDULE OF DEVIATIONS OR QUALIFICATIONS BY TENDERER   |            |
| A8              | TAX COMPLIANCE   |            |
| A9              | CERTIFICATE OF INSURANCE COVER   |            |
| A10             | CERTIFICATE OF COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 AND CONSTRUCTION REGULATIONS, 2014 AS WELL AS COID ACT, 1993 |            |
| A11             | TENDERER'S REGISTERED FINANCIAL SERVICE PROVIDER LETTER AND BANK DETAILS   |            |
| A12             | REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE  |            |
| A13             | SPECIFIC GOALS   |            |
|                 | <b>Returnable Documents for Compliance Assessment</b>  |            |
| B1              | KEY DISCIPLINES REPRESENTATION   |            |
| B2              | KEY PERSON'S QUALIFICATION AND REGISTRATION RECORD   |            |
| B3              | PRELIMINARY PROGRAMME  |            |
| B4              | APPROACH AND METHODOLOGY   |            |
| B5              | CERTIFICATE OF QUALITY SYSTEMS   |            |
| B6              | PAST PERFORMANCE EXPERIENCE  |            |
| B7              | JOINT VENTURE AGREEMENT  |            |
| B8              | EXPERIENCE IN ENGINEERING WORK CATEGORIES  |            |

| FORM NO         | FORM NAME   | COMPLETED?  |
|-----------------|---|---|
| C1.1.1<br>/SBD7 | FORM OF OFFER   | Only as part of phase 2 under the framework agreement                         |
| C1.1.2<br>/SBD7 | FORM OF ACCEPTANCE  | Only on award of contract   |
| C1.1.3          | APPENDIX TO FORM OF ACCEPTANCE – Schedule of Deviations   | Only on award of contract   |
| C1.1.4          | TAX COMPLIANCE PERMISSION DECLARATION   | To be signed on award in addition to the one signed at tender stage (Form A8) |
| C1.2.3          | CONTRACT DATA – INFORMATION PROVIDED BY THE TENDERER  |   |
| C1.3.2          | AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT 1993 (ACT NO 85 OF 1993) AND CONSTRUCTION REGULATIONS 2014 |   |
| C2.2            | PRICING SCHEDULE  | Only as part of phase 2 under the framework agreement                         |
| C2.4            | SUMMARY OF PRICING SCHEDULE   | Only as part of phase 2 under the framework agreement                         |
| C2.5            | KEY PERSONS FOR THIS PROJECT AS PER FORM B2   |   |

**E2.2 Returnable Schedules**

(Yellow forms) Documents and schedules to evaluate tenders plus other schedules to be included in the contract.

**FORM A1: CERTIFICATE OF TENDERERS' BRIEFING**

**CONTRACT NO: DARD/EOI 01/2025/2026**

REQUEST FOR EXPRESSION OF INTEREST TO PARTICIPATE IN A FRAMEWORK CONTRACT FOR PROFESSIONAL TECHNICAL SERVICE PROVIDERS FOR THE FREE STATE DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT ON AN "AS AND WHEN" REQUIRED BASIS FOR 36 MONTHS

This is to certify that I, .....  
representative of (insert name of tenderer) .....

.....  
Of (address) .....

.....

.....

telephone number .....

fax number .....

e-mail .....

Attended the compulsory clarification meeting on (date) .....

conducted by .....

in the presence of (Employer's representative) .....

TENDERER'S REPRESENTATIVE

(Signature).....Date.....

EMPLOYER'S REPRESENTATIVE

(Signature).....Date.....

**FORM A2      CERTIFICATE OF AUTHORITY FOR SIGNATORY****CONTRACT NO: DARD/EOI 01/2025/2026**

REQUEST FOR EXPRESSION OF INTEREST TO PARTICIPATE IN A FRAMEWORK CONTRACT FOR PROFESSIONAL TECHNICAL SERVICE PROVIDERS FOR THE FREE STATE DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT ON AN "AS AND WHEN" REQUIRED BASIS FOR 36 MONTHS

*Notes to tenderer:*

1. *The signatory for the tenderer shall confirm his/her authority thereto by attaching on the tendering company's letterhead a duly signed and dated copy of the relevant resolution of the board of directors/partners.*
2. *In the event that the tenderer is a joint venture, a certificate is required from each member of the joint venture clearly setting out:*
  - *authority for signatory,*
  - *undertaking to formally enter into a **joint venture contract** should an award be made to the joint venture,*
  - *name of the designated lead member of the intended joint venture, as required by tender.*
3. *The resolution below is given as an example of an acceptable format for authorisation, but submission of this page with the example completed shall not be accepted as authorisation of the tenderer's signatory.*
4. *In the event that authorisation is for more than one project, then all projects shall be listed in the copy of the resolution of the Board of Directors/Partners.*

By resolution of the board of directors/partners 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. **DARD/EOI 01/2025/2026 REQUEST FOR EXPRESSION OF INTEREST TO PARTICIPATE IN A FRAMEWORK CONTRACT FOR PROFESSIONAL TECHNICAL SERVICE PROVIDERS FOR THE FREE STATE DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT ON AN "AS AND WHEN" REQUIRED BASIS FOR 36 MONTHS** and any contract which may arise therefrom on behalf of (*enter name of tenderer in block capitals*)

.....

SIGNED ON BEHALF OF THE COMPANY: .....

.....

IN HIS/HER CAPACITY AS:.....

DATE: .....

SIGNATURE OF SIGNATORY: .....

WITNESSES: .....

SIGNATURE

SIGNATURE

NAME (print)

NAME (print)



**FORM A3: SBD1 – INVITATION TO BID AND TERMS AND CONDITIONS FOR BIDDING**  
**CONTRACT NO: DARD/EOI 01/2025/2026**

**PART A**  
**INVITATION TO BID**

**SBD1 (Version 1 of 2023)**

|   |  |               |  |  |  |
|---|--|---------------|--|--|--|
| <b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>  |  |               |  |  |  |
| BID NUMBER:   | DARD/EOI 01/2025/2026  | CLOSING DATE: | 31 October 2025  | CLOSING TIME:  | 11:00  |
| DESCRIPTION   | REQUEST FOR EXPRESSION OF INTEREST TO PARTICIPATE IN A FRAMEWORK CONTRACT FOR PROFESSIONAL TECHNICAL SERVICE PROVIDERS FOR THE FREE STATE DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT ON AN "AS AND WHEN" REQUIRED BASIS FOR 36 MONTHS |               |  |  |  |
| <b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>  |  |               |  |  |  |
| Location of tender box:<br>Room no. 149,<br>Cashier's Office,<br>Ground floor Physical address:   |  |               | Administration Building,<br>Gielie Joubert Street,<br>Glen<br>(Mangaung Metro) |  |  |
| <b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>   |  |               | <b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>                                 |  |  |
| CONTACT PERSON  | Mr T.Matshaba  |               | CONTACT PERSON   | Me CS Fourie   |  |
| TELEPHONE NUMBER  | 081 028 3448   |               | TELEPHONE NUMBER   | 081 038 2713   |  |
| FACSIMILE NUMBER  |  |               | FACSIMILE NUMBER   |  |  |
| E-MAIL ADDRESS  | <a href="mailto:tsoloanematshaba@gmail.com">tsoloanematshaba@gmail.com</a>   |               | E-MAIL ADDRESS   | <a href="mailto:fouriecs@dard.gov.za">fouriecs@dard.gov.za</a> |  |
| <b>SUPPLIER INFORMATION</b>   |  |               |  |  |  |
| NAME OF BIDDER  |  |               |  |  |  |
| POSTAL ADDRESS  |  |               |  |  |  |
| STREET ADDRESS  |  |               |  |  |  |
| TELEPHONE NUMBER  | CODE   |               | NUMBER   |  |  |
| CELLPHONE NUMBER  |  |               |  |  |  |
| FACSIMILE NUMBER  | CODE   |               | NUMBER   |  |  |
| E-MAIL ADDRESS  |  |               |  |  |  |
| VAT REGISTRATION NUMBER   |  |               |  |  |  |
| SUPPLIER COMPLIANCE STATUS  | TAX COMPLIANCE SYSTEM PIN:   |               | OR   | CENTRAL SUPPLIER DATABASE No:                                  | MAAA   |
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?  | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES ENCLOSE PROOF]   |               | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?              |  | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES, ANSWER THE QUESTIONNAIRE BELOW] |
| <b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>   |  |               |  |  |  |
| IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?   |  |               |  | <input type="checkbox"/> YES <input type="checkbox"/> NO       |  |
| DOES THE ENTITY HAVE A BRANCH IN THE RSA?   |  |               |  | <input type="checkbox"/> YES <input type="checkbox"/> NO       |  |
| DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?  |  |               |  | <input type="checkbox"/> YES <input type="checkbox"/> NO       |  |
| DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?   |  |               |  | <input type="checkbox"/> YES <input type="checkbox"/> NO       |  |
| IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?   |  |               |  | <input type="checkbox"/> YES <input type="checkbox"/> NO       |  |
| IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW. |  |               |  |  |  |

## PART B TERMS AND CONDITIONS FOR BIDDING

|                                       |   |
|---------------------------------------|---|
| <b>1. BID SUBMISSION:</b>             |   |
| 1.1.                                  | BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.   |
| 1.2.                                  | <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>  |
| 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.                                  | <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>   |
| <b>2. TAX COMPLIANCE REQUIREMENTS</b> |   |
| 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: .....

**FORM A4: SBD4 – BIDDER'S DISCLOSURE**  
**CONTRACT NO: DARD/EOI 01/2025/2026**

SBD 4

**FORM A4 : 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<sup>1</sup> 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 |
|-----------|-----------------|---------------------------|
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |

<sup>1</sup> 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.

2.2 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 consortium<sup>2</sup> 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

---

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

institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act 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

## FORM A5: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

Although price and preference will not be evaluated during this phase, preference claims made here will be used in the price and preference evaluation of work packages under the framework agreement.

### SBD 6.1

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

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

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

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

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

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

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

The maximum points for this tender are allocated as follows:

|  | POINTS     |
|--|------------|
| PRICE  | 80         |
| SPECIFIC GOALS                                   | 20         |
| <b>Total points for Price and SPECIFIC GOALS</b> | <b>100</b> |

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:

$$P_S = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right) \quad \text{or} \quad P_S = 90 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

$P_{min}$  = Price of lowest 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     | Achievement level                                   | Number of points allocated (80/20 system) (To be completed by the organ of state) | Number of points claimed (80/20 system) (To be completed by the tenderer) | Documentary proof to be attached.   |
|---|---|---|---|---|
| Person/s historically disadvantaged on the basis of race.       | 100% black ownership                                | 10  |   | BBBEE certificate or Sworn affidavit or ownership certificate issued by the Companies and Intellectual property Commission (CIPC) indicating the level of ownership by persons historically disadvantaged on the basis of race.       |
|   | 75% - 99% black ownership                           | 8   |   |   |
|   | 60% - 74% black ownership                           | 6   |   |   |
|   | 51% - 59% black ownership                           | 3   |   |   |
|   | 0 - 50% black ownership                             | 0   |   |   |
| Person/s historically disadvantaged on the basis of gender.     | 100% women ownership                                | 5   |   | BBBEE certificate or Sworn affidavit or ownership certificate issued by the Companies and Intellectual property Commission (CIPC) indicating the level of ownership by persons historically disadvantaged on the basis of gender.     |
|   | 75% - 99% women ownership                           | 3   |   |   |
|   | 60% - 74% women ownership                           | 2   |   |   |
|   | 51% - 59% women ownership                           | 1   |   |   |
|   | 0 - 50% women ownership                             | 0   |   |   |
| Person/s historically disadvantaged on the basis of disability. | 100% owned by persons living with disabilities      | 5   |   | BBBEE certificate or Sworn affidavit or ownership certificate issued by the Companies and Intellectual property Commission (CIPC) indicating the level of ownership by persons historically disadvantaged on the basis of disability. |
|   | 75% - 99% owned by persons living with disabilities | 3   |   |   |
|   | 60% - 74% owned by persons living with disabilities | 2   |   |   |
|   | 51% - 59% owned by persons living with disabilities | 1   |   |   |
|   | 0 - 50% owned by persons living with disabilities   | 0   |   |   |
| <b>TOTAL</b>  |   | <b>20</b>   |   |   |



**DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

|                          |  |
|--------------------------|--|
| <input type="checkbox"/> | Partnership/Joint Venture / Consortium |
| <input type="checkbox"/> | One-person business/sole propriety     |
| <input type="checkbox"/> | Close corporation                      |
| <input type="checkbox"/> | Public Company                         |
| <input type="checkbox"/> | Personal Liability Company             |
| <input type="checkbox"/> | (Pty) Limited                          |
| <input type="checkbox"/> | Non-Profit Company                     |
| <input type="checkbox"/> | 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:** .....

.....

.....

.....

**FORM A6: SCHEDULE OF ADDENDA TO TENDER DOCUMENTS****CONTRACT NO: DARD/EOI 01/2025/2026**

REQUEST FOR EXPRESSION OF INTEREST TO PARTICIPATE IN A FRAMEWORK CONTRACT FOR PROFESSIONAL TECHNICAL SERVICE PROVIDERS FOR THE FREE STATE DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT ON AN "AS AND WHEN" REQUIRED BASIS FOR 36 MONTHS

**Note to tenderer:**

**If an addendum containing material amendments is not incorporated by the tenderers in his tender offer, the tender will be declared non-responsive.** We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

|    | Date | Title or Details |
|----|------|------------------|
| 1. |      |                  |
| 2. |      |                  |
| 3. |      |                  |
| 4. |      |                  |
| 5. |      |                  |
| 6. |      |                  |

|          |  |          |  |
|----------|--|----------|--|
| Signed   |  | Date     |  |
| Name     |  | Position |  |
| Tenderer |  |          |  |

**FORM A7: SCHEDULE OF DEVIATIONS OR QUALIFICATIONS BY TENDERER**

**CONTRACT NO: DARD/EOI 01/2025/2026**

REQUEST FOR EXPRESSION OF INTEREST TO PARTICIPATE IN A FRAMEWORK CONTRACT FOR PROFESSIONAL TECHNICAL SERVICE PROVIDERS FOR THE FREE STATE DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT ON AN “AS AND WHEN” REQUIRED BASIS FOR 36 MONTHS

| PAGE | DESCRIPTION |
|------|-------------|
|      |             |
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|      |             |

.....  
**SIGNATURE**

.....  
**DATE**

**FORM A8: TAX COMPLIANCE**

**CONTRACT NO: DARD/EOI 01/2025/2026**

REQUEST FOR EXPRESSION OF INTEREST TO PARTICIPATE IN A FRAMEWORK CONTRACT FOR PROFESSIONAL TECHNICAL SERVICE PROVIDERS FOR THE FREE STATE DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT ON AN “AS AND WHEN” REQUIRED BASIS FOR 36 MONTHS

*Note to Tenderer:*

*In terms of National Treasury Instruction, No 3 of 2017/2018 with reference to the Public Finance Management Act, 1999 (Act No 1 of 1999) and Regulations, the Service Provider and sub-contractors are required to provide the employer with written confirmation to access the SARS Electronic Tax Compliance Status (TCS) system to verify and continuously track the tax compliance status of all persons conducting business with the State.*

The Service Provider shall complete the declaration below.

I, ..... (name)  
the undersigned in my capacity as ..... (position)  
on behalf of ..... (name of company)  
herewith grant consent that SARS may disclose to the Free State Department of Agriculture and Rural Development our tax compliance status on an ongoing basis for the contract term.

For this purpose our unique security personal identification number (PIN) is .....

In addition, the Service Provider shall obtain written consent from each of its sub-contractors, undisclosed principals and partners involved in this contract confirming that SARS may, on an ongoing basis during the contract term disclose the sub-contractors' tax compliance status to the Employer. For this purpose the Service Provider shall provide the Employer with the unique security personal identification number (PIN) for each of its sub-contractors, undisclosed principals and partners involved in this contract.

In the event of a joint venture or Targeted Enterprise each member shall comply with the above requirement.

.....  
**SIGNATURE**

.....  
**DATE**

**FORM A9: CERTIFICATE OF INSURANCE COVER****CONTRACT NO: DARD/EOI 01/2025/2026**

REQUEST FOR EXPRESSION OF INTEREST TO PARTICIPATE IN A FRAMEWORK CONTRACT FOR PROFESSIONAL TECHNICAL SERVICE PROVIDERS FOR THE FREE STATE DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT ON AN "AS AND WHEN" REQUIRED BASIS FOR 36 MONTHS

*Notes to tenderer:*

- *In the event of the tenderer being a Joint Venture/consortium, the details of the individual members must also be provided.*

The tenderer shall provide the following details of this insurance cover:

i) Name of Tenderer: .....

ii) Period of Validity: .....

iii) Value of Insurance:

☐ Professional Indemnity (for each and every case)

Company: .....

Value: .....

☐ General public liability

Company: .....

Value: .....

☐ Third party liability

Company: .....

Value: .....

.....  
**SIGNATURE**

.....  
**DATE**

**FORM A10: CERTIFICATE OF COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 AND CONSTRUCTION REGULATIONS, 2014 AS WELL AS COID ACT, 1993**

**CONTRACT NO: DARD/EOI 01/2025/2026**

REQUEST FOR EXPRESSION OF INTEREST TO PARTICIPATE IN A FRAMEWORK CONTRACT FOR PROFESSIONAL TECHNICAL SERVICE PROVIDERS FOR THE FREE STATE DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT ON AN "AS AND WHEN" REQUIRED BASIS FOR 36 MONTHS

*Notes to tenderer:*

1. *Discovery that the tenderer has failed to make proper disclosure may result in the Employer terminating a contract that flows from this tender on the ground that it has been rendered invalid by the tenderer's misrepresentation.*
2. *The tenderer shall attach to this form evidence that he is registered and in good standing with the Compensation Fund in terms of Section 80 of the Compensation for Injury and Disease Act (COID) (Act 130 of 1993).*
3. *The tenderer is required to disclose, by also attaching documentary evidence to this form, all inspections, investigations and their outcomes conducted by the Department of Labour into the conduct of the tenderer at any time during the 36 (thirty six) months preceding the closing date of the tender.*
4. *In the event of a joint venture enterprise, all members shall comply with the above requirement.*

.....  
**SIGNATURE**

.....  
**DATE**

**FORM A11: TENDERER'S REGISTERED FINANCIAL SERVICE PROVIDER LETTER AND BANK DETAILS**

**CONTRACT NO: DARD/EOI 01/2025/2026**

REQUEST FOR EXPRESSION OF INTEREST TO PARTICIPATE IN A FRAMEWORK CONTRACT FOR PROFESSIONAL TECHNICAL SERVICE PROVIDERS FOR THE FREE STATE DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT ON AN "AS AND WHEN" REQUIRED BASIS FOR 36 MONTHS

**Notes to tenderer:**

1. The tenderer shall attach to this form a letter (dated less than 3 months prior to the tender closing date) from the bank confirming its account. Tenderers that fail to comply may be declared non-responsive in terms of Tender Condition D.3.7 and D.3.8 as part of the Submission data.
2. The tenderer's banking details as they appear below shall be completed.
3. In the event that the tenderer is a joint venture enterprise, details of all the members of the joint venture shall be similarly provided and attached to this form.

The tenderer shall provide the following:

- i. Name of account holder: .....
- ii. Account number: .....
- iii. Bank name: .....
- iv. Branch number: .....
- v. Bank and branch contact details .....

.....  
**SIGNATURE**

.....  
**DATE**

**FORM A12: REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE**

**CONTRACT NO: DARD/EOI 01/2025/2026**

REQUEST FOR EXPRESSION OF INTEREST TO PARTICIPATE IN A FRAMEWORK CONTRACT FOR PROFESSIONAL TECHNICAL SERVICE PROVIDERS FOR THE FREE STATE DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT ON AN “AS AND WHEN” REQUIRED BASIS FOR 36 MONTHS

The tenderer shall provide a pdf. copy of the supplier registration form from the National Treasury Central Supplier Database ([www.treasury.gov.za](http://www.treasury.gov.za)). Tenderers who are not registered on the Central Supplier Database at tender closure will be declared non-responsive (refer to Submission Data, Clause D.3.7). In the case of a Joint Venture or a Targeted Enterprise, a pdf. copy of the supplier registration form must be provided for each member of the Joint Venture or Targeted Enterprise.

Name of Service Provider: .....

Central Supplier Database Supplier Number: .....

Supplier Commodity: .....

Delivery Location: .....

.....  
**SIGNATURE**

.....  
**DATE**



**FORM A13: SPECIFIC GOALS****CONTRACT NO: DARD/EOI 01/2025/2026**

REQUEST FOR EXPRESSION OF INTEREST TO PARTICIPATE IN A FRAMEWORK CONTRACT FOR PROFESSIONAL TECHNICAL SERVICE PROVIDERS FOR THE FREE STATE DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT ON AN "AS AND WHEN" REQUIRED BASIS FOR 36 MONTHS

In terms of Regulation 3(1)(b) of the Preferential Procurement Regulations (2022), specific goals based on ownership by historically disadvantaged person(s) is applicable to phase 2 of this tender under the framework agreement.

**Note:**

**Although price and preference will not be evaluated during this phase, preference claims made here will be used in the price and preference evaluation of work packages under the framework agreement.**

Points will be forfeited if documentary proof as indicated in the last column of the table here below are not attached.

The Tenderer shall submit certificates/documents to this page in order to claim relevant points:

| The specific goals allocated points in terms of this tender     | Number of points allocated<br>(80/20 system) | Documentary proof to be attached.   |
|---|--|---|
| Person/s historically disadvantaged on the basis of race.       | 10   | BBBEE certificate or Sworn affidavit or ownership certificate issued by the Companies and Intellectual property Commission (CIPC) indicating the level of ownership by persons historically disadvantaged on the basis of race.       |
| Person/s historically disadvantaged on the basis of gender.     | 5  | BBBEE certificate or Sworn affidavit or ownership certificate issued by the Companies and Intellectual property Commission (CIPC) indicating the level of ownership by persons historically disadvantaged on the basis of gender.     |
| Person/s historically disadvantaged on the basis of disability. | 5  | BBBEE certificate or Sworn affidavit or ownership certificate issued by the Companies and Intellectual property Commission (CIPC) indicating the level of ownership by persons historically disadvantaged on the basis of disability. |

In order to claim specific goal points, tenderers must submit valid (original or certified copy) B-BBEE verification certificate issued by a verification agency accredited by the South African Accreditation System (SANAS) (Entities other than EME's and QSE's) or a valid sworn affidavit (original or certified copy) completed in the format supplied by Department of Trade, Industry and Competition (DTIC), signed by the EME/QSE representative and attested by a commissioner of oath (EME's and QSE's) or an ownership certificate issued by the Companies and Intellectual property Commission (CIPC).

Documentary proof must substantiate the claims in terms of ownership of the relevant categories of historically disadvantaged individuals.

In the case of a Joint Venture, a combined BBBEE certificate must be attached to Form B7.

In order to claim the relevant points, attach hereto relevant documents as referenced in column 3 of the table directly above.

.....  
**SIGNATURE**

.....  
**DATE**

**FORM B1      KEY DISCIPLINES REPRESENTATION****CONTRACT NO: DARD/EOI 01/2025/2026**

REQUEST FOR EXPRESSION OF INTEREST TO PARTICIPATE IN A FRAMEWORK CONTRACT FOR PROFESSIONAL TECHNICAL SERVICE PROVIDERS FOR THE FREE STATE DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT ON AN “AS AND WHEN” REQUIRED BASIS FOR 36 MONTHS

**Notes to Tenderer:**

Changes to company composition may not be made without pre approval of the Client. Only replacement with similar competent companies will be considered for approval.

List the Companies that will be part of the team in the table below, indicate the agreement, whether it will be a Joint Venture, Sub-Consultancy agreement or whether the skill is available in house in the tendering company. Also indicate who will be the lead Consultant.

Ensure that any outsourced company is not represented in another submission under this request for Expression of Interest.

| Profession and Discipline                     | Name of Company | Indicate in-house or JV or sub consultant? |
|---|-----------------|--|
| Project Lead                                  |                 |  |
| Lead Design Engineer                          |                 |  |
| Others:                                       |                 |  |
| • Civil Engineer                              |                 |  |
| • Civil Engineer (Structures)                 |                 |  |
| • Mechanical Engineer                         |                 |  |
| • Electrical Engineer                         |                 |  |
| • Electronic Engineer                         |                 |  |
| • Architect                                   |                 |  |
| • Quantity Surveyor                           |                 |  |
| • Occupational Health and Safety Professional |                 |  |
| • Prof Scientist: Environmental               |                 |  |

TENDERER'S REPRESENTATIVE .....

Date .....

(Signature) .....

**FORM B2 KEY PERSON'S QUALIFICATION AND REGISTRATION RECORD**

**CONTRACT NO: DARD/EOI 01/2025/2026**

REQUEST FOR EXPRESSION OF INTEREST TO PARTICIPATE IN A FRAMEWORK CONTRACT FOR PROFESSIONAL TECHNICAL SERVICE PROVIDERS FOR THE FREE STATE DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT ON AN "AS AND WHEN" REQUIRED BASIS FOR 36 MONTHS

**Notes to Tenderer:**

*Submit signed CV's indicating, amongst others, years of experience.*

- i) Attach certified copies of **ACTIVE Professional Registration Certificates** with ECSA and Qualification Certificates for all relevant qualifications.*
- ii) For external key staff attach suspensive agreements / contracts (on condition of award of contract) as agreed between the tenderer and external key staff to the CV.*
- iii) For internal key staff attach appointment contracts or any other evidence, which will confirm that the person is an employee of the company, to the CV.*
- v) Key staff members without suspensive agreements / contracts for external key staff or appointment contracts or any other evidence confirming appointment for internal key staff will not be considered and will influence the functionality score negatively.*
- vi) State year's relevant experience with one of the descriptions below.*
  - For project lead, experience to be given as: Less than 5yrs; 5 to 9 yrs; 10 to 14 years; 15 yrs and more.*
  - For lead design engineers, experience to be given: Less than 2yrs; 2 to 4 yrs; 5 to 9 years; 10 to 14 years; 15 yrs and more.*

| DISCIPLINE                  | Name and Surname | Registered body, discipline, and registration number,<br>Registration category* | Highest relevant<br>Qualification* | Years relevant<br>project<br>experience** |
|-----------------------------|------------------|---|------------------------------------|---|
| <b>Project Lead</b>         |                  |   |                                    |   |
| <b>Lead Design Engineer</b> |                  |   |                                    |   |
| Architect (Project Manager) |                  |   |                                    |   |
| Structural Engineer         |                  |   |                                    |   |
| Quantity Surveyor           |                  |   |                                    |   |
| Civil Engineer              |                  |   |                                    |   |
| Electrical Engineer         |                  |   |                                    |   |
| Electronic Engineer         |                  |   |                                    |   |
| Mechanical Engineer         |                  |   |                                    |   |
| Health & Safety Specialist  |                  |   |                                    |   |
| Environmentalist            |                  |   |                                    |   |

TENDERER'S REPRESENTATIVE .....

Date ..... (Signature) .....

**FORM B3: PRELIMINARY PROGRAMME**

**CONTRACT NO: DARD/EOI 01/2025/2026**

REQUEST FOR EXPRESSION OF INTEREST TO PARTICIPATE IN A FRAMEWORK CONTRACT FOR PROFESSIONAL TECHNICAL SERVICE PROVIDERS FOR THE FREE STATE DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT ON AN "AS AND WHEN" REQUIRED BASIS FOR 36 MONTHS

**Note to tenderer:**

Do a programme for a sample project complete with allowance for all relevant studies. Submit a draft project programme (schedule), for this sample project, to include all IDMS stages. Project estimate is R16 000 000.

**Sample project:** The FS DARD need to do a project from inception to close out for a Greenfields 100 sow piggery project in Kroonstad.

**The evaluation will be based on Clause C.3.11 in the tender data.**

.....  
**SIGNATURE**

.....  
**DATE**

**FORM B4: APPROACH AND METHODOLOGY**

**CONTRACT NO: DARD/EOI 01/2025/2026**

REQUEST FOR EXPRESSION OF INTEREST TO PARTICIPATE IN A FRAMEWORK CONTRACT FOR PROFESSIONAL TECHNICAL SERVICE PROVIDERS FOR THE FREE STATE DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT ON AN “AS AND WHEN” REQUIRED BASIS FOR 36 MONTHS

**Note to tenderer:**

Using the same sample project as for the programme, describe the approach and methodology in terms of the IDMS, professional council guidelines, your quality plan. Also touch on how you are going to manage the whole package of projects. The National Development Plan is strategic. How can you contribute on the projects to achieve this plans targets? How will you compile your professional team for a project? What critical approvals do you foresee?

It is important to note that it will be expected from service providers appointed under the framework agreement, when allocated projects on an “as and when” basis to build capacity in relevant officials within the department. The approach and methodology should consider this and detail how this will be implemented.

**Evaluation will be according to Clause D.3.9 in the submission data.**

.....  
**SIGNATURE**

.....  
**DATE**

**FORM B5: CERTIFICATE OF QUALITY SYSTEMS**

**CONTRACT NO: DARD/EOI 01/2025/2026**

REQUEST FOR EXPRESSION OF INTEREST TO PARTICIPATE IN A FRAMEWORK CONTRACT FOR PROFESSIONAL TECHNICAL SERVICE PROVIDERS FOR THE FREE STATE DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT ON AN “AS AND WHEN” REQUIRED BASIS FOR 36 MONTHS

Notes to tenderer:

- 1. Attach to this form a current ISO, or similar system, certificate or brief summary of the in-house systems used.
- 2. Sufficient detail must be provided to clearly identify management systems for which accreditation has been issued, in the case of a certificate, or are being applied in the case of in-house programmes.
- 3. Summaries shall not be more than 2x A4 pages
- 4. Only relevant ISO accreditation contemplated for the work to be specified.
- 5. Attach a copy of the relevant certificate.

.....  
**SIGNATURE**

.....  
**DATE**



**FORM B6: PAST PERFORMANCE EXPERIENCE****CONTRACT NO: DARD/EOI 01/2025/2026**

REQUEST FOR EXPRESSION OF INTEREST TO PARTICIPATE IN A FRAMEWORK CONTRACT FOR PROFESSIONAL TECHNICAL SERVICE PROVIDERS FOR THE FREE STATE DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT ON AN “AS AND WHEN” REQUIRED BASIS FOR 36 MONTHS

**Notes to Tenderer:**

*The tenderer is required to submit evidence of past performance on at least 4 (four) similar projects for the maximum functionality score to be allocated under this functionality criteria as evaluated in Clause D.3.9 of the submission data. (A similar project is a multi-disciplinary project of R10 million or more construction value, done from at least detail design till close out according to IDMS descriptions and format, while similar in type to the broad description of projects mentioned in C 3.1 under the Scope of services and Scope of work, completed by the tenderer in the last 10 (ten) years).*

*Evidence of past performance can be in the form of the following:*

- \* CIDB Annexure 1: PSP Performance Report (link below)  
[https://www.cesa.co.za/sites/default/files/Standard for PSP Performance Reports 2015 05 11.pdf](https://www.cesa.co.za/sites/default/files/Standard%20for%20PSP%20Performance%20Reports%2015%2005%2011.pdf)
- \* Reference letters from Client or Client's representative (see template below)
- \* In the absence of a performance report or reference letters, the Contractor can submit a sworn affidavit for the project/s.

*Performance reports and Reference letters should be signed by all relevant parties.*

*Failure to submit a completed and signed CIDB Annexure 1 Performance Report, or a signed Reference letter from the Client/Client's representative, or a Sworn Affidavit will result in 0 (zero) points for past performance. Letters must be in one of the companies or JV partner names.*

**SEE THE PROFORMA TEMPLATE ON THE NEXT PAGE FOR REFERENCE LETTERS. IT IS IMPORTANT THAT THE REFERENCE LETTER INDICATE THE KEY ACTIVITIES IN THE PROJECT AS WELL AS AN ASSESSMENT OF THE CLIENT OF THE SERVICES. FAILING TO INCLUDE AN ASSESSMENT OF THE SERVICES WILL RENDER THE REFERENCE LETTER INCOMPLETE AND IT WILL BE DISREGARDED IN THE ASSESSMENT OF FUNCTIONALITY.**

Form B6 cont...

**REFERENCE LETTER FOR PAST PERFORMANCE**

***Note to tenderer:***

***Letter to be on Client's letterhead stating the following:***

Free State Department of Agriculture and Rural Development  
Administration Building,  
Gielie Joubert Street,  
Glen

ATTENTION: Procurement Department

**REFERENCE LETTER FOR PAST PERFORMANCE RELATED TO ..... (*insert project number*) FOR THE ..... (*insert project description*) WHICH INCLUDED THE FOLLOWING KEY ACTIVITIES:**

| Key Activity | IDMS Stage | Description |
|--------------|------------|-------------|
|              |            |             |
|              |            |             |
|              |            |             |
|              |            |             |
|              |            |             |
|              |            |             |
|              |            |             |
|              |            |             |
|              |            |             |
|              |            |             |

This letter serves to confirm that ..... (*insert name of respondent*) completed the subject project to the value of R..... (*insert value of project*) on ..... (*insert date*).

Rate the performance of the tenderer for the reference project in the table below:

| Rating                         | Poor | Adequate | Good | Excellent |
|--------------------------------|------|----------|------|-----------|
| Client score                   | 1    | 3        | 4    | 5         |
| Mark the relevant box with "x" |      |          |      |           |

Were the quality /specifications complied with? YES / NO\*

\* If no, furnish details: .....  
.....

Will you recommend this supplier to anyone without reservations? YES / NO

Any enquiries relating to this project can be addressed to ..... *(insert the name, contact number and e-mail address of reference).*

Signed by: .....

.....  
(Print Name of signatory)

.....  
Date

Designation of signatory: .....

**FORM B7: JOINT VENTURE AGREEMENT****CONTRACT NO: DARD/EOI 01/2025/2026**

REQUEST FOR EXPRESSION OF INTEREST TO PARTICIPATE IN A FRAMEWORK CONTRACT FOR PROFESSIONAL TECHNICAL SERVICE PROVIDERS FOR THE FREE STATE DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT ON AN “AS AND WHEN” REQUIRED BASIS FOR 36 MONTHS

*Note: Local companies that will be sub contracted, may submit company info to different Tenderers on condition that they may not have access to any Tenderer information (functionality information) of the main Tenderer. When they will be part of a Joint Venture, they may not tender with more than one Tenderer.*

**1. BBBEE****Note to Tenderer:**

**In the event of a Joint Venture, attach to this form a signed and properly completed intention to enter into a Joint Venture Agreement**

In the event of an un-incorporated Joint Venture (JV), a project-specific consolidated (must contain FSDARD’s project/contract number) valid B-BBEE verification certificate in the name of the JV and issued by a verification agency accredited by the South African National Accreditation System (SANAS) shall be submitted.

**2. Joint Venture Agreement**

*Note: In the event of a Joint Venture, attach to this form a signed and properly completed Joint Venture Agreement.*

**IN CASE OF A CONSORTIUM/ JOINT VENTURE/ SUB-CONTRACTOR CONCERN:**

I/we certify that this is a bona fide bid.

I/we certify that a joint bank account will be opened in the name of the Consortium/ Joint/Venture/ Sub-Contractor’s Names.

I/we also certify that I/we have not done and I/we undertake that I/we shall not do any of the following acts at any time before the hour and date specified for the closure of submission of Bid for this Contract.

1. Entered into any agreement or arrangement with any other person outside this consortium/joint venture/sub-contracting to induce him/her to refrain from bidding for the contract, or the conditions on which a bid is made, nor caused or induced any other person to enter to any sub agreement or arrangement; and
2. Offer or paid or given or agreed to pay or given any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any bid or proposed bid for this contract, any act or thing of the sort described above.

In this certificate, the term “person” includes any persons, body of persons or association, whether corporate or not; and the term “agreement or arrangement” includes any agreement or arrangement, whether formal or informal and whether legally binding or not and the term “person outside this consortium/joint venture/sub-contracting means, when the consortium/joint venture/sub-contracting is a partnership, a person other than a partner or an employee of such partnership, or when the consortium/joint venture/sub-contracting is a

company, a person other than a person or company holding shares in the consortium/joint venture/sub-contracting, or any employee of such a person, consortium/joint venture/sub-contracting.

|                 |  |                 |  |
|-----------------|--|-----------------|--|
| <b>Signed</b>   |  | <b>Date</b>     |  |
| <b>Name</b>     |  | <b>Position</b> |  |
| <b>Tenderer</b> |  |                 |  |

**FORM B8: EXPERIENCE IN ENGINEERING WORK CATEGORIES****CONTRACT NO: DARD/EOI 01/2025/2026**

REQUEST FOR EXPRESSION OF INTEREST TO PARTICIPATE IN A FRAMEWORK CONTRACT FOR PROFESSIONAL TECHNICAL SERVICE PROVIDERS FOR THE FREE STATE DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT ON AN “AS AND WHEN” REQUIRED BASIS FOR 36 MONTHS

*Note: Mark with a check mark the categories in which your company/JV are competent in – should be in house skill on Professional level with at least three (3) years experience. If not completed it will be regarded as an incomplete submission.*

|   |  |
|---|--|
| <input type="checkbox"/> Agricultural Engineering                                     | <input type="checkbox"/> Pavement Management Systems                 |
| <input type="checkbox"/> Airports   | <input type="checkbox"/> Permitting and Regulatory Compliance        |
| <input type="checkbox"/> Architectural  | <input type="checkbox"/> Piped services and plant                    |
| <input type="checkbox"/> Asset / Facilities / Maintenance Management                  | <input type="checkbox"/> Pipelines & Pump Stations                   |
| <input type="checkbox"/> Boilers & steam plant  | <input type="checkbox"/> Ports & Harbours                            |
| <input type="checkbox"/> Bridges  | <input type="checkbox"/> Power generation (prime & standby)          |
| <input type="checkbox"/> Building Services and Utilities                              | <input type="checkbox"/> Project Management                          |
| <input type="checkbox"/> Chemical Engineering   | <input type="checkbox"/> Quantity Surveying and Cost Engineering     |
| <input type="checkbox"/> Civil Engineering  | <input type="checkbox"/> Railway Engineering                         |
| <input type="checkbox"/> Coastal Engineering  | <input type="checkbox"/> Refrigeration & Cold Rooms                  |
| <input type="checkbox"/> Dam Engineering  | <input type="checkbox"/> Renewable energy                            |
| <input type="checkbox"/> Electrical Engineering                                       | <input type="checkbox"/> Retaining Structures                        |
| <input type="checkbox"/> Electrical power transmission, distribution and reticulation | <input type="checkbox"/> River Structures                            |
| <input type="checkbox"/> Electronic Engineering                                       | <input type="checkbox"/> Road Materials Laboratory Testing Services  |
| <input type="checkbox"/> Environment Engineering                                      | <input type="checkbox"/> Roads & Pavement Engineering                |
| <input type="checkbox"/> Environmental Impact Assessments & Management Plans          | <input type="checkbox"/> Rural Development                           |
| <input type="checkbox"/> Expert Witness & Forensic Engineering                        | <input type="checkbox"/> SCADA, Control & Instrumentation            |
| <input type="checkbox"/> Fire detection systems                                       | <input type="checkbox"/> Security, access control and communications |
| <input type="checkbox"/> Fire Engineering   | <input type="checkbox"/> Seismic Design                              |
| <input type="checkbox"/> Fire protection systems                                      | <input type="checkbox"/> Soil & Groundwater Investigations           |
| <input type="checkbox"/> Geotechnical Engineering                                     | <input type="checkbox"/> Structural Engineering                      |
| <input type="checkbox"/> Healthcare Facilities  | <input type="checkbox"/> Substations & protection systems            |
| <input type="checkbox"/> Heating, Ventilation & Air-Conditioning                      | <input type="checkbox"/> Tailings & Mine Waste Management            |
| <input type="checkbox"/> Highway Engineering  | <input type="checkbox"/> Temporary Works                             |
| <input type="checkbox"/> Hydrogeology   | <input type="checkbox"/> Topographic Survey                          |
| <input type="checkbox"/> Hydrology  | <input type="checkbox"/> Town Planning                               |
| <input type="checkbox"/> Industrial & Process Engineering                             | <input type="checkbox"/> Township services                           |
| <input type="checkbox"/> Information & Communications Technology                      | <input type="checkbox"/> Traffic Engineering                         |
| <input type="checkbox"/> Landfill Engineering   | <input type="checkbox"/> Transportation                              |
| <input type="checkbox"/> Landscape Architecture                                       | <input type="checkbox"/> Tunnels                                     |
| <input type="checkbox"/> Lifts, escalators, & hoists                                  | <input type="checkbox"/> Waste Management                            |
| <input type="checkbox"/> Lighting Design  | <input type="checkbox"/> Wastewater Treatment                        |
| <input type="checkbox"/> Marine Engineering   | <input type="checkbox"/> Water Engineering                           |
| <input type="checkbox"/> Materials Handling   | <input type="checkbox"/> Water Resources Management                  |
| <input type="checkbox"/> Mechanical Engineering                                       | <input type="checkbox"/> Water Supply                                |
| <input type="checkbox"/> Mechatronics Engineering                                     | <input type="checkbox"/> Water Treatment                             |
| <input type="checkbox"/> Metallurgy   | <input type="checkbox"/> Wet Services                                |
| <input type="checkbox"/> Mine Closure & Reclamation                                   |  |
| <input type="checkbox"/> Mining Engineering   |  |
| <input type="checkbox"/> Municipal Engineering  |  |

.....  
**SIGNATURE**

.....  
**DATE**

**APPROVAL OF TENDER DOCUMENT**

It is hereby recommended that approval is granted for Tender: **“DARD/EOI 01/2025/2026: REQUEST FOR EXPRESSION OF INTEREST TO PARTICIPATE IN A FRAMEWORK CONTRACT FOR PROFESSIONAL TECHNICAL SERVICE PROVIDERS FOR THE FREE STATE DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT ON AN “AS AND WHEN” REQUIRED BASIS FOR 36 MONTHS**, to be advertised.

|  |   |
|--|---|
| <b>Submitted by:</b><br><br><hr/> <b>Mr. SW van der Merwe</b><br><b>Chairperson: Bid Specification Committee</b><br><br><b>DATE:</b> _____ | <b>Supported / Not Supported</b><br><br><hr/> <b>Mr. T Matshaba</b><br><b>Director: Supply Chain Management</b><br><br><b>DATE:</b> _____ |
| <b>Recommended / Not Recommended</b><br><br><hr/> <b>Ms. F. Claassen</b><br><b>Act. CFO</b><br><br><b>DATE:</b> _____                      | <b>Approved / Not Approved</b><br><br><hr/> <b>Mr. T Mabilo</b><br><b>Acting Head of Department</b><br><br><b>DATE:</b> _____             |

## **PART C: CONTRACT**

(Documents Relating to Form of Agreement)



## **C1. Agreement and Contract Data**

The contract is the Framework agreement.

During the implementation of work packages (specific projects) under the Framework agreement the applicable contract will be the CIDB Standard Professional Services Contract.

**C1.1 Form of Offer and Acceptance****C1.1.1 FORM OF OFFER**

*Note to tenderer:*

*If a tenderer submits an alternative offer, but:*

- i) permission was not granted, where applicable: or*
- ii) a postulated offer is not submitted,*

*the tender shall be declared a non-responsive tender offer.*

**FREE STATE DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT**

Glen Agricultural College  
Chemistry Building 1st Floor  
Gielie Joubert Street  
Bloemfontein  
9301

**CONTRACT: DARD/EOI 01/2025/2026**

**REQUEST FOR EXPRESSION OF INTEREST TO PARTICIPATE IN A FRAMEWORK  
CONTRACT FOR PROFESSIONAL TECHNICAL SERVICE PROVIDERS FOR THE FREE  
STATE DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT ON AN "AS  
AND WHEN" REQUIRED BASIS FOR 36 MONTHS**

I/we, by signing this part of the forms of offer and acceptance, confirm that I/we practise the principles of corporate governance that abhors corruption and fraud and that we have examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules and am/are duly authorised to represent and commit the tenderer to the contractual obligations contained therein.

I/we further confirm that by submitting this offer the tenderer accepts the conditions of tender and 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 an amount to be determined in accordance with the conditions of tender and the conditions of contract identified in the contract data.

**A: PRICE OFFERED**

THE OFFERED TOTAL OF THE PRICES (INCLUSIVE OF VALUE ADDED TAX) BROUGHT FORWARD FROM PART C2.3: PRICING SCHEDULE SUMMARY IS

.....  
..... (in words)

(R..... in figures)

I/we confirm that if any difference between the total of the Pricing Schedule Summary and the amounts stated above exists, the total in the Pricing Schedule Summary shall apply.

**B: PREFERENCE CLAIMED**

I/we claim the following points under specific goals ..... as per Returnable Schedule Form A5: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022, subject to Submission Data D.3.9b. In the event of any difference between the above stated points claimed and evidence attached to Form A13, the verification of evidence shall apply.

You may accept this offer by signing and returning to the tenderer one copy of the acceptance part of the forms of offer and acceptance before the end of the period of validity stated in the tender data, (or at the end of any agreed extension thereof), whereupon the tenderer becomes the party named as the Service Provider in the conditions of contract identified in the contract data.

Notwithstanding anything contained in a covering letter to this tender, I/we declare this offer is submitted entirely without deviations or qualifications other than those stipulated in Form A7: Schedule of Deviations or Qualifications by the tenderer and that it is made free from any fraud, corruption and misrepresentation.

Yours faithfully

SIGNATURE: ..... DATE: .....

NAME (IN CAPITALS): .....

CAPACITY: .....

Date and minute reference of Board resolution if different from returnable schedule Form A2 Certificate of Authority  
for signature .....

NAME AND ADDRESS OF ORGANISATION: .....

.....

NAME AND SIGNATURE OF WITNESSES:

SIGNATURE: ..... DATE: .....

NAME (IN CAPITALS): .....

SIGNATURE: ..... DATE: .....

NAME (IN CAPITALS): .....

**C1.1.2 FORM OF ACCEPTANCE OF PANEL APPOINTMENT (Incorporating SBD7.2)**

(Note to compiler: Form to be printed on DARD: FS letterhead)

To (Name of successful respondent)

Dear Sir,

**CONTRACT: DARD/EOI 01/2025/2026**

**REQUEST FOR EXPRESSION OF INTEREST TO PARTICIPATE IN A FRAMEWORK CONTRACT FOR PROFESSIONAL TECHNICAL SERVICE PROVIDERS FOR THE FREE STATE DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT ON AN “AS AND WHEN” REQUIRED BASIS FOR 36 MONTHS**

**ACCEPTANCE OF EOI FOR PANEL**

1. It is our pleasure to inform you that the Free State Department of Agriculture and Rural Development (the Employer) accepts your (*select if applicable corrected/corrected alternative/alternative*) EOI.
2. Acceptance shall form a framework agreement between us according to the terms and conditions contained in this form and in the Framework agreement with specific agreements entered into for specific projects as work packages under the Framework agreement.
4. Deviations and/or qualifications included in your EOI as well as any changes to the terms of the proposal agreed by us during the process of offer and acceptance shall not be valid unless contained in the appended schedule of deviations. (If no deviation state “There are no deviations, qualifications or changes to the documents”). Addenda issued during the submission period are deemed not to be deviations to the EOI documents and schedules.
5. Notwithstanding the need to agree the mandate required by Section 37 of the Occupational Health and Safety Act (No. 85 of 1993) a proforma of which is attached for your reference, we hereby appoint you as **our Agent** in terms of Regulation 5(5) of the Construction Regulations, GNR 64 of 2014 for those specific projects which will be allocated to you on an “as and when” basis.
6. In terms of the Employer’s Supply Chain Management (SCM) Policy for Infrastructure Procurement and Delivery Management we hereby appoint you as a member/technical advisor of the following committees for those specific projects allocated to you on an “as and when” basis:
  - (i) Project Document Review Committee or Bid Specification Committee (BSC) and
  - (ii) Bid Evaluation Committee (BEC) (Please note that this will be on another Departmental project).
7. A SARS compliance check has been done on you and you are found to be (select: compliant or non-compliant). (Note to compiler: check SARS website for compliance. If not compliant add the following sentence: Within 7 (seven) working days of the date of this Form of Acceptance you shall provide proof that you are SARS compliant. Failure to fulfil this obligation shall constitute a repudiation of this agreement.)
8. Within 14 calendar days of the date of this Form of Acceptance (including the schedule of deviations if any) you shall deliver to us:
  - (i) Proof of insurance in terms of the information provided in the contract data. Proof of validity of insured cover shall be provided on a monthly basis until contract completion.
  - (ii) Completed Form of Banking details.
  - (iii) Completed Tax Compliance Permission Declaration which is attached hereto (Form C.1.1.4/A8).
  - (iv) Proof that your OHS Specialist is registered with the South African Council for Project and Construction Management (SACPCMP) as a **Professional Construction HSE Agent** for the Design Phase and as a **Construction HSE Manager or a Professional Construction HSE Agent** for the Construction Phase.
  - (v) Proof that other required resources meet the minimum requirements in terms of professional registration and experience as stated in the Scope of Works.

(vi) Copy of the Joint Venture Agreement. (Note to compiler: Delete if JV is not applicable)

Failure to fulfil this obligation shall constitute a repudiation of this agreement. In addition to any other rights of remedy the Service Provider shall, if (i) above has not been met, be automatically barred from tendering on any of our future tenders for a period determined by us but not less than 12 (twelve) months, from the date of tender closure.

9. The effective date of the contract shall be the date of this Form of Acceptance unless you, within seven (7) working days of the effective date, notify us in writing of any justification why you cannot accept the contents of this agreement.
10. The commencement date of the performance of the service shall be ..... (Note to Compiler: insert the date, which is 8 calendar days after the date of this Form of Acceptance).
11. The project hand-over meeting date shall be ..... (Note to compiler: determine period required for desktop assessment depending on the complexity of the project and volume of information available but it shall not be less than 28 calendar days after the commencement date).
13. Notwithstanding that a full, original-signed copy of the contract document containing all contract data and schedules (including that of accepted deviations) will be delivered to you, this Form of Acceptance constitutes the binding contract between us.
14. The approved Key Persons for this project are:  
(Note to Compiler: List all relevant approved key positions and enter name of person)

| Key Position | Name |
|--------------|------|
|              |      |
|              |      |
|              |      |
|              |      |
|              |      |
|              |      |
|              |      |
|              |      |

**SIGNATURE EMPLOYER**

SIGNATURE: ..... DATE: .....

NAME (IN CAPITALS): .....

CAPACITY: **Head of the Department**

EMPLOYER'S NAME AND ADDRESS:

**FREE STATE DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT**

Glen Agricultural College  
Chemistry Building 1st Floor  
Gielie Joubert Street  
Bloemfontein  
9301

NAME AND SIGNATURE OF WITNESSES:

SIGNATURE: ..... DATE: .....

NAME (IN CAPITALS): .....

SIGNATURE: ..... DATE: .....

NAME (IN CAPITALS): .....

**C1.1.3 APPENDIX TO FORM OF ACCEPTANCE**

**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 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 incorporate into the final draft of the Contract.*

The deviations listed below constitute agreed variations/amendments to the tender document negotiated between the tenderer and the employer based on information provided in Form A7: Schedule of Variations or deviations by tenderer or imposed conditions of award. Addenda issued during the tender period are deemed not to be variations to the tender.

1. Subject: .....  
Details: .....
2. Subject: .....  
Details: .....
3. Subject: .....  
Details: .....
4. Subject: .....  
Details: .....

By the duly authorised representatives signing this agreement, the Employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the returnable 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.

*(Note to compiler: In the event that an alternative offer has been accepted by the Employer, the various elements of the alternative offer must be listed in this appendix)*

**C1.1.4 TAX COMPLIANCE PERMISSION DECLARATION**

(Same as Form A8 as at submission stage)



## C1.2 CONTRACT DATA

### C1.2.1 CONDITIONS OF CONTRACT

(Yellow forms) Applicable conditions of contract and contract specific data, describing risks, liabilities and obligations

*Note to tenderer:*

*The contract is the **NEC4 Framework Contract** agreement (June 2017) while during the implementation of specific projects or work packages under the Framework agreement allocated on an “as and when” basis the Standard Professional Services Contract (July 2009) published by the Construction Industry Development Board (CIDB: SPSC) will apply.*

**C1.2.2 CONTRACT DATA: INFORMATION PROVIDED BY THE EMPLOYER**

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

**Part 1: Data provided by the Employer**

The conditions of this contract are the clauses of the **NEC4 Framework Contract (June 2017)**.

|  |  |
|--|--|
| The Employer is:   | <b>Free State Department of Agriculture and Rural Development</b>  |
| Name:  | The authorised and designated representative of the Employer is:<br>Name: <b>Me CS Fourie</b>  |
| Address:   | The address for receipt of communications is:<br>Telephone: 081 038 2713<br>E-mail: fouriecs@dard.gov.za<br><br>Address: Glen Agricultural College<br>Chemistry Building 1st Floor<br>Gielie Joubert Street<br>Bloemfontein<br>9301  |
| The Framework Information is in:   | Given below are the scope, selection procedure and quotation procedure.  |
| The scope is in:   | The individual request documents circulated to the selected panel members.   |
| The selection procedure is in:   | The selection will be on a rotational basis with panel members selected for work in line with their experience as indicated on Form B8. The number of offers requested will depend on the size of the project and normal SCM quotation requirements. Normal evaluation procedures will apply with the 80/20 price preference formula applied. Once a quotation/s was asked from a panel member they will move to the bottom of the list. |
| The quotation procedure is in:   | The standard schedule of quantities and payment descriptions are explained in this document and will apply to all projects. Panel members will get the scope and will have to do a cost proposal for evaluation. The CIDB Standard Professional Services Contract – Contract Data will be customised per work package.   |
| The end date is  | 36 months after the commencement date.   |
| The Data which will apply to all future Orders is for the <b>CIDB Professional Services Contract's Data.</b> | See contract data below. (the Contract is attached as Annexure D)  |

Contract Data for **Professional Services Contract CIDB.**

| Clause        |  |
|---------------|--|
| 1             | The Employer is the:<br><b>Free State Department of Agriculture and Rural Development</b>  |
| 1             | The address for receipt of communications is:<br>Telephone: <b>(to be agreed per Work Package)</b><br>E-mail: <b>(to be agreed per Work Package)</b><br><br>Address: Glen Agricultural College<br>Chemistry Building 1st Floor<br>Gielie Joubert Street<br>Bloemfontein<br>9301  |
| 1             | The Project is contract: <b>(to be agreed per Work Package)</b>  |
| 1             | The Period of Performance is <b>(to be agreed per Work Package)</b> .  |
| 1             | The Start Date is expected to be <b>(to be agreed per Work Package)</b>  |
| 3.4 and 4.3.2 | The authorised and designated representative of the Employer is:<br>Name: <b>(to be agreed per Work Package)</b>   |
| 3.4.3         | Communications by e-mail / facsimile is not permitted.   |
| 3.5           | The location for the performance of the Project is the <b>(to be agreed per Work Package)</b>  |
| 3.6           | The Service Provider may not release public or media statements or publish material related to the Services or Project under any circumstances.  |
| 3.9.2         | The time-based fees used to determine changes to the Contract Price are as stated in the Pricing Data <b>(to be agreed per Work Package)</b>   |
| 3.12          | The penalty payable for poor performance will be applied over the full-time duration of the Contract. Penalty charges shall be as follows:<br>a) Failure to meet milestone dates in the Project programme = R500.00/day (excl. VAT) subject to a maximum of 10% of the Contract Value.<br>b) Failure to disclose changes to Key Personnel or to disclose changes the company / JV / Sub-contractors = penalty up to 10% of the Contract value.   |
| 3.15.1        | The programme shall be submitted within 7 Days of the award of each Work Package under the Contract. Work shall commence within 14 days.   |
| 3.15.2        | The Service Provider shall update the programme at intervals not exceeding 4 weeks.  |
| 3.16          | The time-based fees shall be adjusted according to Guidelines for fees of the various build environment councils.  |
| 3.16.2        | The Guidelines for fees of the various build environment council's time & cost rate adjustments clauses will apply.  |
| 5.4.1         | The Service Provider is required to provide the Service with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.<br><br>The Service Provider is required to provide the following insurances:<br><br>1. Insurance against Professional indemnity<br>Cover is: <b>(to be agreed per Work Package)</b> without a limit on the number of claims (The limit of liability is only provided to cover the Employer's damages and does not allow for the Service Provider's costs for defending any claim.)<br>Period of cover: Structures – 25 years: all other instances – 10 years<br><br>2. Insurance against general public liability<br>Cover is: R5 million<br>Period of cover: Structures – 25 years: all other instances – 10 years<br><br>3. Third Party Liability<br>Cover is: R5 million:<br>Period of cover: Duration of contract only. |
| 5.5           | The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions:<br><br>1. Appointing Key Personnel not listed by name in the Contract Data.  |

|           |   |
|-----------|---|
|           | <p>2. Appointing sub-contractors for the performance of any part of the Service.</p> <p>3. Expending any Prime Cost and/or Provisional Sum in the Contract or Works Contract.</p> <p>4. Authorising any work under a Variation (Works Authorisation) for the Works Contract.</p> <p>5. Authorising any work outside the contract limits.</p> <p>6. Over-expenditure on the Works Contract.</p> <p>7. Changing the scope of work (time, cost, quality etc) for the Works Contract.</p> <p>8. Acceptance of sub-standard work and/or reduced payments under the Works Contract.</p> <p>9. Making statements to the media regarding the project.</p>   |
| 7.2       | The Service Provider is required to provide personnel in accordance with the provisions of clause 7.2 of the CIDB: SPSC and to complete the Personnel Schedule.   |
| 8.1       | <p>The effective date of the contract shall be the date of the Work Package's Form of Acceptance.</p> <p>The time to commence the performance of the Services is 14 calendar days after the date that the Contract becomes effective.</p>   |
| 8.2.1     | The Contract is concluded after the Work Package contracts duration but within the 36 months from commencement of the Framework contract.   |
| 8.4.3 (c) | The period of suspension under clause 8.5 of the CIDB: SPSC is not to exceed 3 months.  |
| 9.1       | Intellectual property right (IPR) of documents prepared for the Project shall be vested with the Employer.  |
| 13.1.3    | All persons in a joint venture or consortium shall carry a minimum professional indemnity insurance to an amount equal to twice the amount of fees including related time cost payable to the Service Provider under the Contract, excluding reimbursement and expenses for items other than salaries of Personnel, in respect of non-insurable events.   |
| 13.4      | 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 36 months from the date of termination or completion of the Contract.   |
| 13.5.1    | The maximum amount of compensation payable by either Party to the other in respect of liability under the Contract is limited to an amount equal to twice the amount of fees payable to the Service Provider under the Contract, excluding reimbursement and expenses for items other than salaries of Personnel, in respect of non-insurable events.   |
| 13.6      | The provisions of 13.6 do not apply to the Contract   |
| 14.5      | <p><b>(to be agreed per Work Package)</b></p> <p>General guideline:</p> <p>Retention monies shall be 10% of the value of completed works up to a maximum of R100 000.00 (excluding VAT). Such retention monies shall be released by the Employer as follows:</p> <ol style="list-style-type: none"> <li>60% on receipt of approved draft Contract Report and As-built material records and drawings within 3 (three) months of issue of the Taking-over Certificates of the Works Contract.</li> <li>40% on receipt of approved final copies of the above within 1 (one) month of the issue of the Performance Certificate for the Works Contract.</li> </ol> <p>OR at the end of the 36 months period after completion of the drop off handover of partially completed projects.</p> |
| 15        | The interest rate will be prime interest rate of the Employers bank at the time that the amount is due.   |
| S16       | No payment will be made for work in an IDMS stage unless the previous stage is approved by a Gateway Review and approval to go ahead was granted by the Client.   |

**C1.2.3 CONTRACT DATA: INFORMATION PROVIDED BY THE SUPPLIER**  
**A: CONTACT DETAIL**

The Data which will apply to all work under the Framework Contract is  
 The conditions of this contract are the clauses of the **NEC4 Framework Contract (June 2017)**.  
**Data provided by the Supplier**

|   |   |
|---|---|
| The Data which will apply to all work under the Framework Contract is |   |
| The Supplier is   |   |
| Name  |   |
| Address   |   |
| The quotation information is in                                       |   |
| The Data which will apply to all Orders is                            | Those below as from the Standard Professional Service Providers contract. |

The conditions of this contract are the clauses of the CIDB Standard Professional Service Providers contract.  
**Data provided by the Supplier**

| Clause |   |
|--------|---|
| 1      | <p>The Service Provider is .....</p> <p>Address: .....</p> <p>.....</p> <p>.....</p> <p>Telephone: .....</p> <p>Faxsimile: .....</p> <p>Email: .....</p>  |
| 5.3    | <p>The Professional Service Provider's designated representative with authority to receive instructions and to give information is:</p> <p>Name: .....</p> <p>Address:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>Telephone: .....</p> |

|              | Email address for receipt of communications: .....  |   |                 |   |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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| 3.9          | The Period of Performance is 36 months.   |   |                 |   |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 5.5<br>7.1.2 | <p>The Key Persons and their jobs / functions in relation to the services are:</p> <table border="1"> <thead> <tr> <th>Name</th><th>Specific duties</th><th>Indicate whether permanent or not permanent *</th></tr> </thead> <tbody> <tr><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td></tr> </tbody> </table> | Name  | Specific duties | Indicate whether permanent or not permanent * |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Name         | Specific duties   | Indicate whether permanent or not permanent * |                 |   |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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|              | * Attach letter confirming permanent or contract employment/signed letter of consent.   |   |                 |   |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |

**C1.3 Other contract forms**

**C1.3.1 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT 1993 (ACT NO 85 OF 1993) AND CONSTRUCTION REGULATIONS 2014**

This AGREEMENT made at .....  
on this the ..... day of ..... in the year .....  
between FREE STATE DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT (hereinafter called "the Employer") on the one part, herein represented by .....  
..... *compiler to insert*  
in his capacity as ..... *compiler to insert*  
and delegate of the Employer, and .....  
(hereinafter called "the Mandatary") on the other part, herein represented by .....  
.....  
in his capacity as .....

WHEREAS the Employer is desirous that certain works be designed, viz

**CONTRACT: DARD/EOI 01/2025/2026**  
**REQUEST FOR EXPRESSION OF INTEREST TO PARTICIPATE IN A FRAMEWORK**  
**CONTRACT FOR PROFESSIONAL TECHNICAL SERVICE PROVIDERS FOR THE FREE**  
**STATE DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT ON AN "AS**  
**AND WHEN" REQUIRED BASIS FOR 36 MONTHS**

and has accepted a tender by the Mandatary for the design and construction supervision of such works and has appointed the Mandatary in terms of Regulation 5(5) of the Construction Regulations 2014, and whereas the Employer and the Mandatary have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Mandatary with the provisions of the Occupational Health and Safety Act 1993 (Act 85 of 1993);

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Mandatary shall execute the work in accordance with the contract documents pertaining to this contract.
2. This Agreement shall hold good from its commencement date, to either:
  - a) the date of the construction contract Performance Certificate issued in terms of the construction this contract, or
  - b) the date of termination of this contract in terms of Clause 8 of the CIDB's Standard Conditions of Contract for Professional Services.
3. The Mandatary declares himself to be conversant with the following:
  - a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act.
    - i) Section 8: General duties of employers to their employees.
    - ii) Section 9: General duties of employers and self-employed persons to persons other than employees.
    - iii) Section 37: Acts or omissions by employees or mandataries and
    - iv) Sub-section 37(2) relating to the purpose and meaning of this Agreement.
  - b) The procedures and safety rules of the Employer as pertaining to the Mandatary and to all his sub-Service Providers.

4. In addition to the requirements of the agreed contract, the Mandatary further agrees to strictly adhere to his duties and responsibilities as set out in Regulation 6 of the Construction Regulations 2014.
5. The Mandatary is responsible for the compliance with the Act by all his sub-Service Providers, whether or not nominated and/or approved by the Employer.
6. The Mandatary warrants that all his and his sub-Service Provider's' employees are covered in terms of the Compensation for Occupational Injuries and Diseases Act 1993, which cover shall remain in force whilst any such employees are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.
7. The Mandatary undertakes to ensure that he and/or his sub-Service Providers and/or their respective employees will at all times comply with the following conditions:
- a) The Mandatary shall assume the responsibility in terms of Section 16.1 of The Act. The Mandatary shall not delegate any duty in terms of Section 16.2 of The Act without the prior written approval of the Employer. If the Mandatary obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.
  - b) All incidents referred to in Section 24 of The Act shall be reported by the Mandatary to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.
  - c) The Employer hereby obtains an interest in the issue of any formal enquiry conducted in terms of section 32 of The Act into any incident involving the Mandatary and/or his employees and/or its sub-Service Providers.
  - d)

In witness thereof the parties hereto have set their signatures hereon in the presence of the subscribing witnesses:

SIGNED FOR AND ON BEHALF OF EMPLOYER: .....

WITNESS 1: .....

NAME (IN CAPITALS) .....

WITNESS 2: .....

NAME (IN CAPITALS) .....

SIGNED FOR AND ON BEHALF OF THE MANDATARY:.....

WITNESS 1: .....

NAME (IN CAPITALS) .....

WITNESS 2: .....

NAME (IN CAPITALS) .....



## C2. Pricing Data

**NOTE: No pricing is required for this submission, but the following is the method on how the future work packages should be priced.**

### C 2.1 PRICING ASSUMPTIONS

#### C2.1.1 General

The professional services to be performed in terms of this professional services agreement, and the terms of remuneration, shall generally be as described in the applicable version of the Engineering Council of SA Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Professions Act 46 of 2000 (the ECSA Guideline). The applicable version of the ECSA Guideline shall be the version applicable at the time of issuing of work package. As stated in the ECSA Guideline, where the ECSA Guideline is amended and a new version published in the Government Gazette during the currency of this professional services agreement, then the old version(s) of the ECSA Guideline shall apply to the stage or stages which were commenced prior to publication of the new ECSA Guideline, and the new version(s) shall apply to all subsequent stages.

The Consulting Engineer shall be deemed to have allowed in the pricing for specific projects for everything necessary to provide and complete the professional services in accordance with the requirements described in the work package.

The following guidelines will apply during costing of work packages under the framework agreement, but may be adjusted on a per project basis.

- C 2.1.1.1 The tendered fee may be percentage based or time based as described in C 2.1.2 below.
- C 2.1.1.2 The tendered fee will be based on estimated values and times for the work and is re-measurable and will be adjusted according to final values and subject to the provisions described in C 2.1.2 below.
- C 2.1.1.3 All figures quoted shall be in South African Rands (ZAR).
- C 2.1.1.4 All costs quoted shall be exclusive of VAT. VAT will be added to the total prices.
- C 2.1.1.5 Only numeric values shall be used to complete the Pricing Schedule. The use of alphabetic characters will not be accepted, and any items tendered as "Incl", "Nil", etc. will be replaced with a zero numeric value. Any items left blank for which a value should have been tendered will be treated as having a zero value.
- C 2.1.1.6 Arithmetic errors, omissions and discrepancies will be dealt with as described in the CIDB SFU, Tender data C.3.9. (to be done as part of work package contract)
- C 2.1.1.7 All hourly rates shall be all-inclusive and include all allowances for overheads and administrative costs, but exclude expenses and costs, including travelling costs as described in C 2.1.2.4 below.
- C 2.1.1.8 Contract Price Adjustment (escalation): Percentage based fees are self-adjusting and based on the actual final cost of the construction works and therefore no further adjustment is necessary as a result of changes in prices (escalation).
- C 2.1.1.9 Fees based on hourly rates will remain fixed for the first twelve (12) months of this agreement but after twelve (12) months they will be adjusted annually on the anniversary date of the closing date for tenders based on the CPI Index as published by Statistics SA in their monthly Bulletin; Table A of P0141, Consumer price index.

### C2.1.2 Pricing Instructions

(Yellow forms) Provides criteria and assumptions which the Tenderer has used in developing his Financial Offer

#### C 2.1.2.1: Percentage Based Fees for Normal Services

For percentage-based fees for normal services in specific projects under the framework agreement the following guidelines will apply subject to the adjustment for specific projects, for the following disciplines:

- Engineering services
- Architect
- Quantity Surveyor

#### Engineering Services

The fee for normal services shall be a tendered percentage of the cost of the construction works based on the estimated construction value provided by the client and is expressed as the tender sum for Normal Services. The cost of the construction works shall be as defined and described for “cost of the works” in the ECSA Guideline.

- a) The future fee for normal services shall be determined as described in Clause 4 of the ECSA Guideline and shall include a basic fee based on a primary amount and a secondary percentage fee after which the basic fee is adjusted according to category factors provided in tables in the ECSA Guideline to arrive at the resultant fee for normal services.
- b) The resultant fee shall be expressed as a percentage of the estimated cost of the works provided by the client.

#### Architect

The Final Guideline Professional Fees in terms of Section 34(2) of the Architectural Professions Act, Act 44 of 2000 (Notice 45554), will apply with the discount tendered.

#### Others

Environmental Professionals, Quantity Surveyor and Health and Safety Specialist services must be priced according to their respective professional bodies.

#### C 2.1.2.2: Fees for Construction Monitoring

Depending on the Level of construction monitoring applicable to specific projects and as recorded in Part C 3.5 of the scope of Services and Scope of work, the fees for construction monitoring services shall be based on the table below:

| LEVEL OF CONSTRUCTION MONITORING SERVICE    | REMUNERATION   |
|---|--|
| Level 1<br>Periodic construction monitoring | Included as part of normal services and no additional fee applicable, but if additional site visits are required over the average of one visit every two weeks over the duration of the construction, additional remuneration will apply on a time and cost basis at the hourly rate of such staff |
| Level 2 1 Part-time construction monitoring | Additional service, remuneration on time and cost at hourly rate of such staff.  |
| Level 3 Full-time construction monitoring   | Additional service, remuneration at monthly rate for staff costs in accordance with ECSA Guideline.  |

### **C 2.1.2.3: Time based Fees for Services for Feasibility Studies and Investigations and Reports and Fees for Additional Services**

Depending on the nature of the project the tendered fees may be on the basis of time and cost.

The tenderer shall submit hourly rates and prices for key personnel in various categories who may be assigned to undertake the work in specific projects under the framework agreement. The determination of the hourly rates should generally be based on the method described in the ECSA Guideline, but the factors used to calculate the rates are at the sole discretion of the tenderer.

The remuneration for time basis work shall be strictly at the hourly rate and category of personnel appropriate to the nature of the work being undertaken.

Where remuneration is on a time basis, the consulting engineer shall maintain accurate records of all time spent and costs incurred, which shall be submitted to the client for approval at the time when the work is undertaken, on a weekly or monthly basis as agreed.

The ECSA Guideline describes a number of services which are not regarded as being part of the normal services performed by a consulting engineer and for which additional remuneration must be paid. Unless otherwise agreed between the parties the additional remuneration will be determined on a time and cost basis as described in more detail in the ECSA Guideline.

All remuneration for Additional Services shall be agreed with the client, before such work is commenced, or, if circumstances so demand, as soon as practically possible after commencement of the work.

### **C 2.1.2.4: Expenses and Costs (Disbursements)**

The client shall reimburse the consulting engineer for all expenses and costs necessarily incurred while performing the services as generally described in the ECSA Guideline. The rates at which such costs may be recovered shall be at the rates published by the National Department of Public Works and Infrastructure on their website and as applicable on the date the expense is incurred.

Travelling costs will only be reimbursed on the basis that the consulting engineer uses the most economical form of transport available and based on the distance of the consulting engineer's local office from the client's office/construction site. In the case of consulting engineers who do not have a local office, the client will limit the reimbursement for travel to xx km per trip one way.

Provisional sums will only be expended on the basis of actual expenses and costs incurred and any unexpended amounts will be for the benefit of the client.

### **C 2.1.2.5: Provisional sums for additional services**

Provisional sums may be used in some work packages under the framework agreement to cover the costs of performing additional services. Where work is carried out under a provisional sum item, it shall be priced on the actual time and costs involved and any unexpended amount in respect of a provisional sum will not be paid to the consulting engineer.

**This will be determined per work package**

C2.2 KEY PERSONS FOR THIS PROJECT

AS PER FORM B2

SIGNED BY TENDERER: .....

### **C3. Scope of Services and Scope of Work**

(Blue forms) The scope of services provides a broad view of the types of services to be provided (see Chap. 3) with deliverables. Scope of Work: where services are applied. Under the framework agreement detailed scope of work or terms of reference will be developed for work packages (specific projects).

#### **C 3.1 General**

The Free State Department of Agriculture and Rural Development (FS-DARD) is responsible for the planning, design, construction and maintenance of several infrastructure projects. This infrastructure includes but are not limited to:

1. The maintenance and upgrading of all office accommodation infrastructure and services. (Buildings, roads, storm water, sewer systems, waste water treatment plants, 11kV network on Glen, electrical supply in buildings, generators, Veterinary clinics and laboratories, sport facilities, educational facilities including hostel and kitchens, farming facilities, including irrigation, pumps, poultry, dairy, piggery, tunnels etc. FS DARDEA is also partially responsible for the ATDC Fish Project at Gariep Dam. There are also various district and ward offices over the province that must be maintained. The Infrastructure Enhancement Allocation (IEA) for Glen Upgrading and Maintenance is about R36 million per year. This is for all FS-DARD facilities over the Free State.
2. The department is also receiving money from the Comprehensive Agricultural Support Programme (CASP). The infrastructure component of this fund varies, but can be in the order of a construction cost of R90 million, for infrastructure, per year. These projects include inter alia animal handling facilities, piggeries, poultry, sheds, dairies, abattoirs, contours, roads, services, package facilities etc.

The purpose of this tender is to obtain the services of a Panel of non-exclusive Professional Service Providers for a period of 36 months to support the Department to successfully plan, design and implement the projects on an “as and when” required basis.

This Agreement does not grant the Service Provider exclusive rights to provide services. The Department reserves the right to procure similar or identical services from other service providers within the Panel of service providers and if a suitable service provider cannot be procured within the ranks of the Panel of service providers, procure the services outside the panel through normal supply chain procedures.

The Agreement covers a wide range of services including planning, design, project management, construction supervision, and maintenance advisory services for various infrastructure projects. Allocation of work will be done through a Call-Off Procedure, which may involve direct awards based on availability, specialisation, or rotation, rotation among panel members, or mini-competitions among all/some panel members. Each specific project will be issued as a work package with clear scope, deliverables, timelines, bill of quantities and special conditions where applicable, which must be quoted on by panel members as per the recommended procedure. Quotations will be evaluated on price and preference before being allocated and subsequent issuing of a work order after agreement between the parties. Work will only commence after issuing of a work order.

The Service Provider will be remunerated based on work order rates, with pre-approved expenses reimbursed against proof as per the project specific conditions. The Agreement requires strict confidentiality, grants the Department ownership of all intellectual property

produced, and obligates the Service Provider to engage in capacity building of Department officials through skills transfer, participation in project activities, and relevant training.

### **C 3.2 Estimate of Cost of Works**

Stages and deliverables per project will be compiled and submitted to the Panel of service providers for submission of quotations which will be evaluated for price and preference before allocation except where a quotation is requested through direct allocation based on availability, past performance or specific expertise available with a specific service provider.

The specific projects where assistance are required will be discussed with the appointed PSP, the PSP team, cost and stages and deliverables per project will be determined upfront before work may proceed and billed separately.

It is estimated that the total value of the works might be around R30 million over the 36-month period. As the contract cannot extend beyond 36 months, activities should be planned such that all work is completed by the end of 36 months, apart from the final retention inspections, which can be done by the Client.

It is planned that the 36-month contract following this contract will start at the beginning of this contract's 3<sup>rd</sup> year to ensure continuity. Handover of uncompleted projects are foreseen.

### C 3.3 Project Programme

The key target milestone dates for the project are as follows:  
(Compiler note: Add to or delete ECSA Stages as below)

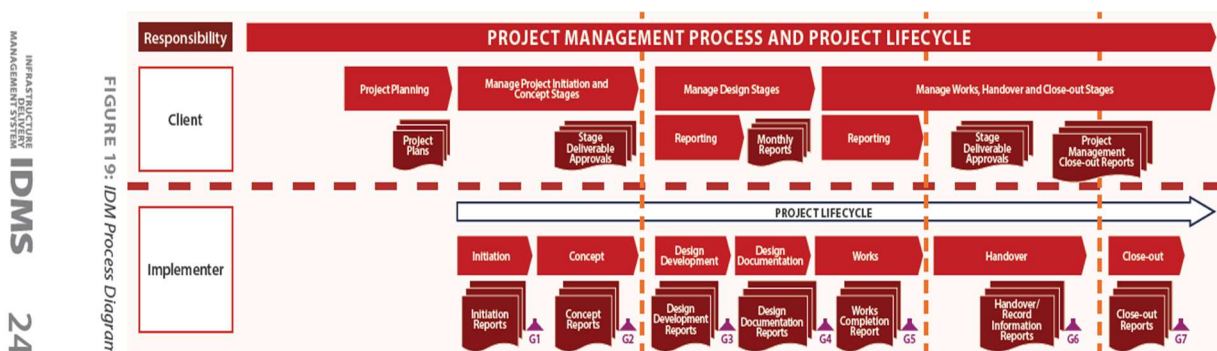
| ITEM | DESCRIPTION  | TARGET DATE   |
|------|--|---|
| 1    | Date for commencement of the consulting engineering services, if not the date of signature of this Agreement | Date of signature of this Agreement                           |
| 2    | Date for completion of Stage 1 Inception Stage   | To be agreed per project.                                     |
| 3    | Date for completion of Stage 2: Concept and Viability  | To be agreed per project.                                     |
| 4    | Date for completion of Stage 3: Design development   | To be agreed per project.                                     |
| 5    | Date for completion of Stage 4: Documentation and Procurement  | To be agreed per project.                                     |
| 6    | Date of anticipated award of construction works contract   | To be agreed per project.                                     |
| 7    | Date for completion of construction works (handover)   | To be agreed per project.<br><b>BUT within the 36 months.</b> |
| 8    | End of Defects Liability Period  | To be agreed per project.                                     |

Note: The consulting engineer will be required to draw up his/her programme per project.

### C 3.4 Scope of Consulting Engineering Services

The services to be performed in terms of this professional services agreement shall be as described in the applicable version of the Engineering Council of SA (ECSA) Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Professions Act 46 of 2000. The applicable version of the ECSA Guideline shall be the version applicable five (5) days prior to the date on which tenders close. As stated in the Guideline, where the Guideline is amended and a new version published in the Government Gazette during the currency of this professional services agreement, then the old version(s) of the Guideline shall apply to the stage or stages which were commenced prior to publication of the new Guideline and the new version(s) shall apply to all subsequent stages.

The scope of the consulting engineering services to be performed by the consulting engineer in terms of this agreement includes the Normal Services for Stages 1 to 6 as defined and described in the ECSA Guideline.



The project must also be implemented in line with the Infrastructure Development Management System (IDMS). <https://idmsbok.treasury.gov.za/>, pro forma reports formats are available to download from the link. These set out the scope thoroughly. A pro forma CIDB tender

document for construction, in line with CIDB is available from the Client, but the Engineer need to ensure it is in line with the latest legislation and CIDB prescribes.

### **C 3.5 Construction Monitoring Services**

The consulting engineer shall provide Construction Monitoring services as described in the ECSA Guideline. The Guideline describes three Levels of construction monitoring services which are summarised in the following table:

|         |                                   |  |
|---------|-----------------------------------|--|
| LEVEL 1 | Periodic construction monitoring  | Visit the site at an average frequency of once every two weeks over the duration of the project. Additional visits, if required and if agreed between the client and the consulting engineer, will be regarded as an additional service. |
| LEVEL 2 | Part-time construction monitoring | Visit the site at a frequency that may vary during the course of a project and such visits may be daily or weekly according to the project demands and as agreed between the client and the consulting engineer.                         |
| LEVEL 3 | Full-time construction monitoring | Maintain a full-time presence on site with one or more site staff  |

The Level of construction monitoring in terms of this agreement varies between Level 1/ Level 2/ Level 3. The level of construction monitoring services (as described in the ECSA Guideline) and the frequency and duration of the site visits will be agreed between the client and the consulting engineer per project, after taking into account the following factors:

- The type of work and the speed with which elements of the work are covered up
- The engineering discipline (civil, structural, mechanical, electrical)
- The complexity of the project works and the expected competency of the contractor(s)
- The risk of non-compliance and the consequences thereof

### **C 3.6 Scope of Construction Work**

A clear and detailed scope of each project's works, which will be constructed by the construction contractor and which is the ultimate objective of any infrastructure project, will be provided to the Engineer team for the discussion and agreement of fees / time cost before the work package may commence. The rates and percentages will be based on the rates tendered in this document. This will include the:

- A description of the works
- The project estimate and budget
- The project programme

This section of the manual includes some typical examples of the minimum requirements for describing a scope of works for different project types)



## C 3.7 DESIGN STANDARDS

### C3.7.1 RELEVANT LEGISLATION TO ADHERE TO

In South Africa, the “construction industry” is primarily governed by the following Acts (legislation):

#### **1. The Construction Regulations under the Occupational Health and Safety Act (Act 85 of 1993)**

Purpose: These regulations specifically govern health and safety in the construction industry.

Key areas:

- \* Duties of clients, designers, and contractors
- \* Requirement for a “Construction Work Permit”
- \* Appointment of a “Construction Health and Safety Agent”
- \* Preparation of “Health and Safety Specifications” and “Plans”
- \* Notification of construction work to the Department of Employment and Labour
- \* Risk assessments, fall protection, scaffolding, and other safety measures

#### **2. The National Building Regulations and Building Standards Act (Act 103 of 1977)**

Purpose: Sets the technical standards for buildings and construction work in South Africa.

Administered by: Local municipalities

Key areas:

- \* Building plan approval process
- \* Construction standards and building safety
- \* Demolition regulations
- \* Building inspectors and enforcement

#### **3. The CIDB Act (Construction Industry Development Board Act) (Act 38 of 2000)**

Purpose: Establishes the CIDB and regulates public sector construction procurement and contractor registration.

Key areas:

- \* Register of Contractors (grading system for contractors)
- \* Procurement best practices for public infrastructure
- \* Monitoring of contractor performance and development

Other Relevant Legislation:

- Engineering Profession Act (Act 46 of 2000) – governs professional engineers and their roles in construction.
- Architectural Profession Act (Act 44 of 2000) – regulates registered architects and their responsibilities.
- Project and Construction Management Professions Act (Act 48 of 2000) – regulates construction managers and project managers.

- Municipal By-Laws – local regulations for construction, noise, zoning, waste management, etc.
- Environmental laws – e.g., NEMA (Act 107 of 1998) for environmental impact assessments in large developments.
- SPLUMA

Strict adherence is required on all these legislations and the PSP should know this legislation and advise the Client on the relevance per project.

## Engineering Services

GUIDELINE SCOPE OF SERVICES AND PROFESSIONAL FEES [Scope of Services and Professional Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000]; REVISION 1 : 02 April 2025

<https://www.ecsa.co.za/ECSADocuments/Shared%20Documents/GUIDELINE%20SCOPE%20OF%20SERVICES%20AND%20PROFESSIONAL%20FEES.pdf>

### DEPARTEMENTAL MANUALS:

Apart from the above tenderers are also refers to the National Department of Public Works Manuals as listed below.

## C 3.7.2 CIVIL ENGINEERING

### Public Works Manuals

- PW 347 Civil Engineering Manual 2012
- PW Operation and Maintenance Manual for Waste Water Treatment Works DPW's Basic Requirements
- PW2006/1 Identification of Problematic Soils In Southern Africa
- PW2011/1 Small Waste Water Treatment Works DPW Design Guidelines – June 2012
- PW 345 Standard Specification For Domestic and Fire Water Storage and Fire Water Supply For Public Buildings – May 2004
- PW371A construction works: specifications general specification ed2.1 Aug 2014
- Pw371b construction works: specifications-particular specification ed 2.2 Dec 2015
- Pw379 standard conditions in respect of the supply-, delivery and installation of electrical, mechanical -, pneumatic- and vacuum operated equipment, control systems, plant and materials scheduled for inclusion in engineering contracts.
- Technical notes for civil and structural engineers

### Contract Management

- CONTRACT PERIODS FOR CONTRACT VALUES AT 2010 PLUS 45 DAYS STARTUP
- Contract Administration Forms – Several on PW website
- VO Committee Guideline for Packaging of Variation Order Application – Ed 1.2 February 2020
- VO Checklist

### CSIR

- The CSIR has published the “Redbook” which will also apply.
- THE NEIGHBOURHOOD PLANNING AND DESIGN GUIDE (RED BOOK): CREATING SUSTAINABLE HUMAN SETTLEMENTS - Publication Date: - Monday, July 1, 2019  
<https://www.dhs.gov.za/content/dhs-red-book>

## C 3.7.3 STRUCTURAL ENGINEERING

- PW MANUAL FOR CONSULTING STRUCTURAL ENGINEERS – June 2000
- PDR-S 00-04 Structural guidelines PW

### C 3.7.4 ELECTRICAL ENGINEERING

#### Public Works Manuals

- EMERGENCY LIGHTING INSTALLATION GUIDELINES
  - The following standard regulations shall be applicable on the emergency lighting Installation which forms part of this project:
  - SANS 0114-2: 1999: Code of Practice: Interior Lighting: Part 2: Emergency Lighting.
  - SANS 1186-3 Symbolic safety signs-Part 3: Internally illuminated signs.
  - SANS 1464-22 Safety of luminaires-part22: Luminaires for emergency lighting.
  - SANS 0114-1 Interior lighting-part1: Artificial lighting of interiors.
  - SANS 0400 National building regulations.
  - Act 85 of 1993 Occupational and Health Act.
  - SANS 0142 Electrical installation regulations
- Standard Electrical Specifications Section A: Preamble To Standard Specifications Section B: Installation Specifications - August 2004
- Standard Electrical Specification Section C: Quality Specifications For Materials And Equipment Of Electrical Installations – Sep 2005
- Specification For The Supply, Installation And Commissioning Of An Indoor Emergency Generator Set - Date: February 2020
- Electrical Engineering Services Specification For The Design, Supply, Installation And Commissioning Of Lifts And Escalators - Date: July 2018
- Electrical Engineering Services Specification For The Supply, Installation And Commissioning Of An Outdoor Emergency Generator Set- Date: May 2020
- Sample Specification For The Electrical Installation Of A Comprehensive Service - March 2018
- Specification For The Supply, Delivery, Installation And Commissioning Of Uninterrupted Power Supply
- Specification For The Supply And Delivery Of One Conveyor Type X-Ray Inspection Unit And One Walk Through Type Metal Detector – April 2018

### C 3.7.4 ELECTRICAL / ELECTRONICAL AND MECHANICAL CONSULTING ENGINEERS

#### Public Works Manuals

- PW325 MANUAL FOR ELECTRICAL/ELECTRONICAL AND MECHANICAL CONSULTING ENGINEERS – October 2003

### C 3.7.5 OHS

#### Public Works Manuals

- OCCUPATIONAL HEALTH AND SAFETY IN CONSTRUCTION PROJECTS, REPAIRS, RENOVATIONS & MAINTENANCE MANAGED BY THE DEPARTMENT OF PUBLIC WORKS - SEPTEMBER 2005 – Oct 2015

FS DARDEA OHS Specification as attached.

### C 3.7.6 ARCHITECTURAL STANDARDS & ACTS

The Architectural Profession Act 44 of 2000 is applicable to this works. The guidelines fee and project classification apply as in the latest edition of Gazette No. 45554 of 26 November 2021. This guideline's description of "The Standard Service ..." applies to the works as agreed for stages appointed for per Work Authorization by the Client.

[https://www.gov.za/sites/default/files/gcis\\_document/202111/45554bn172.pdf](https://www.gov.za/sites/default/files/gcis_document/202111/45554bn172.pdf)

Public Works – Architectural guidelines

- Manual for Private Architects (PW 147) Aug 2017
- Construction Specifications
- Construction Specifications - General specification (PW371-A)
- Construction Specifications – Particular specification (PW371-B)
- Manual For Sketch Plan Committee Submissions - Sep 2022
- Directives on the Management of Heritage Assets: Version 1 - May 2007
- Drainage, Water Supply and Stormwater Drainage (PW 349) - May 2002
- Facilities for Disabled Persons (PW 350) - Mar 1996
- Fire Security: A Guide to Architects (STS 16) - Jan 1998
- Hardware Sample List (PW 377) - Dec 1995
- Building Specifications in Regional Offices (PW 343) - Jan 1994
- Standard Specification for Kitchen Equipment (architectural) (PW 351) - Sep 1994
- Standard Specification for Kitchen Equipment (Afrikaans) (PW 353) - Jun 2004
- Drainage Details (PW 348) (9Mb) - Dec 1998
- CDA AS-BUILT REQUIREMENTS REV – 2018

**C 3.7.7 QUANTITY SURVEYOR**

The Quantity Surveying Profession Act 2000 (Act 49 of 2000) applies, as well as the guidelines for professional fees for Quantity Surveyors including the scope description for services.

[https://cdn.ymaws.com/www.sacqsp.org.za/resource/collection/62E54748-385B-4597-A72A-4BD2F97D3641/QS\\_Fee\\_Scales\\_2015\\_on\\_Website.pdf](https://cdn.ymaws.com/www.sacqsp.org.za/resource/collection/62E54748-385B-4597-A72A-4BD2F97D3641/QS_Fee_Scales_2015_on_Website.pdf)

Scope of work will be agreed per Work Authorization for each project and the fees determined as well as the phases required.

Public Works guidelines

- Manual for Consultant Quantity Surveyors (QS 001)
- Procurement Documentation Guidelines for Building Contracts (QS 002)
- Preliminaries for inclusion in Bills of Quantities and Lump Sum Documents Based on the JBCC Series 2000 Documentation (Qs 003)
- Building Cost Data Base (QS 004) Final Account Certification by Consultant Quantity Surveyors
- Implementation Guide to CPGs and the CIDB BUILD programme 6 February 2023 Version 2023-1
- CPG and CIDB BUILD Programme BoQ 6 Feb 2023 Ver 2023-01
- Standard NYS Bill of Quantities
- Reporting Documents

**C 3.7.8 OCCUPATIONAL HEALTH AND SAFETY SPECIALIST**

- Occupational Health and Safety Act 85 of 1993
- Construction Regulations 2014
- All other regulations and notices that might apply to projects.

## C 3.8 PAYMENT DESCRIPTION

### C 3.8.1 ENGINEERING

This will apply as agreed with the Client per Work Authorization or Track order for specific projects allocated on an “as and when” basis and payment will be on completion of the task unless otherwise agreed. Accurate timesheets to be provided.

| ITEM      | DESCRIPTION   | UNIT                                |
|-----------|---|-------------------------------------|
| A1        | Percentage fee for normal services determined as described in C2.1.2.1 above and based on the client's estimated construction cost of works.<br>(a) Civil Engineering<br>(b) Structural Engineering<br>(c) Mechanical Engineering<br>(d) Electrical Engineering<br>(e) Electronical Engineering<br>(f) Agricultural Engineering<br>(g) Discount offered on ECSA calculated fee, if any.<br>(Negative % for discount.) | <br>%<br>%<br>%<br>%<br>%<br>%<br>% |
| <b>A2</b> | <b>Fees for construction monitoring services as described in C2.1.2.2 above</b>   |                                     |
| A2.1      | Level 1: Periodic construction monitoring:<br>Additional site visits  | hr                                  |
| A2.2      | Level 2: Part-time construction monitoring  | hr                                  |
| A2.3      | Level 3: Full-time construction monitoring  |                                     |
| A2.3.1    | Engineer Employer's Agent   | month                               |
| A2.3.2    | Resident Engineer/<br>Employer's Agent's Representative   | month                               |
| A2.3.3    | Inspectors/Clerks of Works  | month                               |
| <b>A3</b> | <b>Provisional Sums</b>   |                                     |
| A3.1      | <u>Topographical survey</u>   | Prov. Sum                           |
| A3.2      | Mark-up on item 3.1 above for all overheads, charges and profit and quotation preparation and evaluation.   | %                                   |
| A3.3      | <u>Geotechnical investigations</u>  | Prov. Sum                           |
| A3.4      | Mark-up on item 3.3 above for all overheads, charges and profit and quotation preparation and evaluation.   | %                                   |
| A3.5      | <u>Environmental impact assessment</u>  | Prov. Sum                           |
| A3.6      | Mark-up on item 3.5 above for all overheads, charges and profit and quotation preparation and evaluation.   | %                                   |
| A3.7      | <u>Traffic impact assessment</u>  | Prov. Sum                           |
| A3.8      | Mark-up on item 3.7 above for all overheads, charges and profit and quotation preparation and evaluation.   | %                                   |
| A3.9      | <u>Services connections</u>   | Prov. Sum                           |
| A3.10     | Mark-up on item 3.9 above for all overheads, charges and profit and quotation preparation and evaluation.   | %                                   |
| A3.11     | <u>Geotechnical hydrological</u>  | Prov. Sum                           |
| A3.12     | Mark-up on item 3.11 above for all overheads, charges and profit and quotation preparation and evaluation.  | %                                   |
| A3.13     | <u>Other</u>  | Prov. Sum                           |
| A3.14     | Mark-up on item 3.13 above for all overheads, charges and profit and quotation preparation and evaluation.  | %                                   |
| <b>A4</b> | <b>Fees for Miscellaneous Additional Services not listed above where remuneration is on the basis of time and costs</b><br><i>The tenderer must allow hourly rates for each category of staff member and a tender amount for each item as described below. These hourly rates shall be applied to determine the actual</i>  |                                     |

remuneration for each Provisional Sum in Item 3 above as well as for this Item 4.

|      |                                    |       |
|------|------------------------------------|-------|
| A4.1 | Project leader                     | hours |
| A4.2 | Senior design engineer             | hours |
| A4.3 | Design engineer                    | hours |
| A4.4 | Junior design engineer/ technician | hours |
| A4.5 | Technician/CAD technician          | hours |

#### **A5 Disbursements**

|      |  |          |
|------|--|----------|
| A5.1 | Provisional sum for travelling expenses          | Prov Sum |
| A5.2 | Provisional sum for all other expenses and costs | Prov Sum |
| A5.3 | Printing/Plotting of documents and drawings      | Prov Sum |

For larger projects the fees will be estimated based on the relevant profession's guidelines, the adjustments applied and the stages selected. The calculated fees will be adjusted with the discount or surcharge % tendered by the tenderer in item A1-(g). Payment will be according to guidelines.

### **C 3.8.2 ARCHITECTURAL**

| <b>ITEM</b> | <b>DESCRIPTION</b>  | <b>UNIT</b> |
|-------------|---|-------------|
| <b>B1</b>   | <b>Fee based</b>  |             |
|             | (a) Low complexity<br>(Fee calculated with Tab 1 in Gazette Nr 45554)   | Prov Sum    |
|             | (i) Discount offered  | %           |
|             | (b) Medium Complexity<br>(Fee calculated with Tab 2 in Gazette Nr 45554)  | Prov Sum    |
|             | (i) Discount offered  | %           |
|             | (c) High Complexity<br>(Fee calculated with Tab 3 in Gazette Nr 45554)  | Prov Sum    |
|             | (i) Discount offered  | %           |
| <b>B2</b>   | <b>Time based</b>   |             |
|             | <b>1) Principal; Partners Equity Holders</b>  |             |
|             | i) Specialist   | hr          |
|             | ii) >10 years' experience   | hr          |
|             | ii) <10 years' experience   | hr          |
|             | <b>2) Salaried Staff</b>  |             |
|             | a) Associates and managers  | hr          |
|             | b) Registered architectural professionals performing work of an architectural nature and carrying direct responsibilities for activities related to a project | hr          |
|             | c) Registered architectural professionals performing work of an architectural nature under direction and control.   | hr          |
|             | d) Staff performing work under direction and control to support architectural work outputs  | hr          |
| <b>B3</b>   | <b>Disbursement Expense Item</b>  |             |
|             | (a) Specialised Professional and other services   | Prov Sum    |
|             | (b) Extra over for payments made on behalf of client for fees and other charges for specialized professional and other services.                              | %           |
|             | (c) Travel  |             |
|             | (i) Travel time   | hr          |
|             | (ii) Travel mileage   | km          |

- (d) Other  
(Any other disbursement requested by and/or agreed to by the client.)
- (i) Cost Prov Sum
- (ii) At cost, plus a minimum of 10% for attendance where a project cost base fee applies and/or where there is no time-based reimbursement for attendance. %

Item B1:

For larger projects the fees will be estimated, based on the relevant profession's guidelines, the adjustments applied and the stages selected. The calculated fees will be adjusted with the discount or surcharge % tendered by the tenderer in item B1. Payment will be according to guidelines.

Item B2:

This will apply as agreed with the Client per Work Authorization and payment will be on completion of the task unless otherwise agreed. Accurate timesheets to be provided.

Item B3:

Disbursements can be claimed as per the Architectural fees gazette. Accurate logbooks and invoices must be submitted as proof. Cost control should be strict, prior approval is required. Extra over payment % only applies to items as indicated in the pricing schedule.

### C 3.8.3 QUANTITY SURVEYOR

| ITEM      | DESCRIPTION   | UNIT     |
|-----------|---|----------|
| <b>C1</b> | <b>Fee based</b><br><i>To be calculated according to QS guidelines for fees, this is assumptions for discount purposes.</i>   |          |
|           | <b>(a) Building work fee estimate</b>   | Prov Sum |
|           | (i) Discount offered  | %        |
|           | <b>(b) Engineering work fee estimate</b>  | Prov Sum |
|           | (i) Discount offered  | %        |
|           | <b>(c) Management services fee estimate</b>   | Prov Sum |
|           | (i) Discount offered  | %        |
|           | <b>(d) Supplementary services fee estimate</b>  | Prov Sum |
|           | (i) Discount offered  | %        |
|           | <b>(e) Consortium representative fee estimate</b>   | Prov Sum |
|           | (i) Discount offered  | %        |
| <b>C2</b> | <b>Time based fees</b><br>(a) Registered professional principals: at rates to be determined from time to time by the South African Council for the Quantity Surveying Profession in the following categories: |          |
|           | i) not exceeding 5 years experience <sup>2</sup>  | hr       |
|           | ii) exceeding 5 years and not exceeding 10 years' experience  | hr       |
|           | iii) exceeding 10 years experience <sup>2</sup>   | hr       |
|           | (iv) specialist work  | hr       |
|           | (b) Salaried personnel  | hr       |
|           | (c) Travel  |          |
|           | (i) Travel time   |          |
|           | i) not exceeding 5 years experience <sup>2</sup>  | hr       |
|           | ii) exceeding 5 years and not exceeding 10 years' experience  | hr       |
|           | iii) exceeding 10 years experience <sup>2</sup>   | hr       |
|           | (iv) specialist work  | hr       |
|           | (v) Salaried personnel  | hr       |
|           | (ii) Travel mileage   | km       |
| <b>C3</b> | <b>Disbursements</b><br>(a) Other disbursement  | Sum      |
|           | (b) Extra over item C3(a) for handling the payment of the disbursements.  | %        |

**Item C1:**

For larger projects the fees will be estimated bases on the relevant profession's guidelines, the adjustments applied and the stages selected. The calculated fees will be adjusted with the discount or surcharge % tendered by the tenderer in item C1. Payment will be according to guidelines.

**Item C2:**

This will apply as agreed with the Client per Work Authorization and payment will be on completion of the task unless otherwise agreed. Accurate timesheets and log sheets for mileage to be submitted with claims.

**Item C3:**

Disbursements can be claimed as per the Architectural fees gazette. Invoices must be submitted as proof. Cost control should be strict, prior approval is required. Extra over payment % only applies to items as indicated in the pricing schedule.

### **C 3.8.3 OCCUPATIONAL HEALTH AND SAFETY SPECIALIST- CONSTRUCTION ENVIRONMENT (Design and Construction stages)**

| <b>ITEM</b> | <b>DESCRIPTION</b>   | <b>UNIT</b> |
|-------------|--|-------------|
| <b>D1</b>   | <b>Time-based fees</b>   |             |
|             | (See par 4.4 Time based fees in the Guidelines for fees)   |             |
|             | (a) Candidate CHSO   | Hr          |
|             | (b) CHSO   | Hr          |
|             | (c) CHSM   | Hr          |
|             | (d) PrCHSA   | Hr          |
| <b>D2</b>   | <b>FEES - no commitment, just possible indication.</b>   |             |
|             | (a) Fee based on possible construction value   | Prov Sum    |
|             | (b) This discount/surcharge will be applied to the final calculated and agreed fee after all adjustments according to the guideline. | %           |
| <b>D3</b>   | <b>Travel cost</b>   | <b>km</b>   |
|             | (All classes of vehicles)  |             |
| <b>D4</b>   | <b>Disbursements</b>   |             |
|             | (a) Other disbursement   | Sum         |
|             | (b) Extra over item D4(a) for  | %           |

**Item D1:**

This will apply as agreed with the Client per Work Authorization and payment will be on completion of the task unless otherwise agreed. Accurate timesheets to be submitted with claims.

**Item D2:**

For larger projects the fees will be estimated bases on the relevant profession's guidelines, the adjustments applied and the stages selected. The calculated fees will be adjusted with the discount or surcharge % tendered by the tenderer in item D2 (b). Payment will be according to guidelines if the industry has, else time based fees will apply,.

**Item D3 & D4:**

This will apply as agreed with the Client per Work Authorization and payment will be on completion of the task unless otherwise agreed. Accurate timesheets and log sheets for mileage and any other disbursements to be submitted with claims.



**C 3.8.4 ENVIRONMENTAL SPECIALIST**

| ITEM      | DESCRIPTION   | UNIT      |
|-----------|---|-----------|
| <b>E1</b> | <b>Time-based fees</b><br>(See par 4.4 Time based fees in the Guidelines for fees)  |           |
|           | (a) Professional scientist  | Hr        |
|           | (b) Candidate Scientist   | Hr        |
|           | (c) Normal salaried staff   | Hr        |
| <b>E2</b> | <b>Travel cost</b><br>(All classes of vehicles)   | <b>km</b> |
| <b>E3</b> | <b>Disbursements</b>  |           |
|           | (a) Other disbursement  | Sum       |
|           | (b) Extra over item A5(a) for   | %         |
| <b>E4</b> | <b>Other Studies</b>  |           |
|           | (a) Specialist environmental studies  | Prov Sum  |
|           | (b) Mark-up on item (a) above for all overheads, charges and profit including quotation documents and evaluation thereof. | %         |

Item E1:

This will apply as agreed with the Client per Work Authorization and payment will be on completion of the task unless otherwise agreed. Accurate timesheets to be submitted with claims.

Item E2&E3:

This will apply as agreed with the Client per Work Authorization and payment will be on completion of the task unless otherwise agreed. Accurate timesheets and log sheets for mileage to be submitted with claims.

**C 3.8.5 Agent in terms of Occupational Health and Safety and the Construction Regulations**

The Professional Service Provider must fulfil the duties of the Agent in terms of Occupational Health and Safety and the Construction Regulations and other relevant regulations. As designer he is also responsible to fulfil the duties of the designer and supervise the Contractor's adherence to the Construction Regulations and other relevant regulations. The number of hours per project will be agreed upfront and paid for monthly on completion of the scope and deliverables as agreed in the Work Authorization (WO). This will be reimbursable as time cost.

## ANNEXURE A: LIST OF POSSIBLE PROJECTS

The list below is an indication of possible projects that might form part of the scope. It is important to note that the list is only an example of the type of projects and budget which might be encountered and not indicative of the scope of work or budget. Further assistance might also be needed for the 2 planning stages IDMS, stage 1 and 2 for future projects.

The scope can include all 6 ECSA stages or only some of the stages. This will be determined upfront for projects. Progression to the following stage is subject to approval at a Gateway review of the preceding stage.

| Project Name                                  | Location   | Scope of Work   | Budget Estimate | Estimate PSP Fees (12%) |
|---|------------|---|-----------------|-------------------------|
| CASP 2024-2025                                |            |   |                 |                         |
| Kokoma Trust FSCASP7/2025                     | Bothaville | Complete 100 Sow Piggery Facility   | R9 000 000      | R1 080 000              |
| NEM Piggery FSCASP                            | Senekal    | Complete 100 Sow Piggery Facility   | R16 000 000     | R1 920 000              |
| Moadira Layers FSCASP11/2025                  | Mangaung   | Construction of 10 000-layer house, equipment, production inputs  | R3 500 000      | R420 000                |
| Blue Mountain Farmer Enterprise FSCASP12/2025 | Mangaung   | Phase 3: Items not covered in Phase 2 (e.g. ancillary items such as road, silos, workshop, mortality pit, storm water)  | R3 000 000      | R360 000                |
| Qwa Qwa Industrial Green Houses               | Qwa Qwa    | Phase 3: Items not covered in Phase 2   | R2 000 000      | R240 000                |
| Ditlakala Organics                            | Mantshopa  | 30 ha drip irrigation   | R1 500 000      | R180 000                |
| ATDC Retention Dam Repair                     | Gariep Dam | Construction supervision on dam repairs   | R3 699 828      | R443 979                |
| ATDC Multi Specie Mini Hatchery               | Gariep Dam | Multi-species hatchery upgrade  | R3 002 020      | R360 242                |
| Glen College Irrigation Upgrades              | Glen       | <ul style="list-style-type: none"> <li>Design Development of Agronomy Bulk Water Supply</li> <li>Electrical Works and upgrades</li> <li>Water Source Development (Geohydrological Studies and EIA)</li> </ul> | R5 000 000      | R600 000                |
| Glen College Piggery Grower Unit              | Glen       | Continuation of the construction of the piggery grower unit which includes the storeroom and office.  | R1 000 000      | R120 000                |
| Olyvenfontein                                 | Tokologo   | Planting of vegetables on 5ha open land, establishment of 5ha hydroponics, 4ha drip irrigation material, solar system for cold-room.  | R2 000 000      | R240 000                |
| Mimmies Hemp and Cannabis                     | Edenburg   | Water source development, Water Use License, netting, tunnels, irrigation   | R4 150 000      | R498 000                |

|  |            |  |            |          |
|--|------------|--|------------|----------|
| Lesabasaba                                   | Mangaung   | Completion of the pack house, equipment, solar system, shade nets, vegetable production inputs, book keeping.                                | R2 700 000 | R324 000 |
| Georgina Farm                                | Bainsvlei  | Drip Irrigation on 30 ha<br>existing Pecan Nut   | R1 700 000 | R204 000 |
| Manz Holding (MP Maniza)                     | Boschoff   | Warehouse with cooler room, storage facility and feed, packing room, sorting and wrapping  | R5 000 000 | R600 000 |
| MS Construction (MP Mologane)                | Qwa Qwa    | Shade netts, fence on 2 ha, water source development and reticulation, vegetable production inputs, storage container, horticulture tractor, | R1 000 000 | R120 000 |
| Parys Poultry (SS Sebake)                    | Parys      | Solar system, completion of the third house, designs and bill of quantities for the fourth house, extension of existing EIA                  | R2 000 000 | R240 000 |
| Micah Farm (23-24)                           | Dewetsdorp | Additional to existing: meat processing facility   | R6 700 000 | R804 000 |
| CASP 2025-2026                               |            |  |            |          |
| FIFI-M Holdings                              | Mohokare   | 20km fencing (10km border and 10km camps), Water source development (sitting and drilling of 2 boreholes), Multipurpose storage facility     | R2 400 000 | R288 000 |
| Mantsopa- Ladybrand quarantine pound         | Ladybrand  | Fencing, water source development, handling facility with loading ramp   | R1 500 000 | R180 000 |
| Sokude                                       | Ngwathe    | Renovation of 2 tunnels, Production inputs, Water source development, Sorting room & Ablution renovation                                     | R1 500 000 | R180 000 |
| IEA 2025-2026                                |            |  |            |          |
| Mechanical Maintenance - 36 Month            | Provincial | Mechanical Maintenance – Year 1  | R4 000 000 | R480 000 |
| Electrical low voltage maintenance– 36 month | Provincial | Electrical low voltage maintenance– Year 1   | R2 000 000 | R240 000 |

|  |            |   |                     |                    |
|--|------------|---|---------------------|--------------------|
| Auditorium –<br>Refurbishment<br>construction                                      | Glen       | Auditorium –<br>Refurbishment<br>construction   | R2 500 000          | R300 000           |
| Security Infrastructure  | Provincial | Security network installation<br>for FS DARD for 36 months<br>including monthly<br>monitoring (Offices<br>Fauresmith, Petrusburg,<br>Trompsburg, Glen,<br>Odendaalsrus, Bethlehem,<br>Kroonstad Vet Lab,<br>Hoopstad) | R3 000 000          | R360 000           |
| Construction of<br>Welkom Offices repairs<br>and refurbishment                     | Welkom     | Construction of Welkom<br>Offices repairs and<br>refurbishment  | R5 000 000          | R600 000           |
| Kroonstad two new<br>offices at Vet Lab and<br>SANAS accreditation<br>requirements | Kroonstad  | Kroonstad two new offices<br>at Vet Lab and SANAS<br>accreditation requirements   | R1 500 000          | R180 000           |
| New Generator for<br>Verbeeck Building   | Glen       | New Generator for<br>Verbeeck Building  | R5 000 000          | R600 000           |
| <b>TOTAL =</b>   |            |   | <b>R101 351 848</b> | <b>R12 162 221</b> |

## **ANNEXURE B: FS DARD OHS DOCUMENTATION**

The following documents form part of the OHS documentation:

- B1 Health and Safety specifications
- B2 Contract Management pack
- B3 Baseline Risk Assessment: General Construction work
- B4 Mandatory OHS agreement
- B5 Principal Contractor appointment

**Insert OHS  
specifications here.**

## ANNEXURE C: FS DARD ENVIRONMENTAL SPECIFICATIONS

### Basic Environmental Management Plan for a Maintenance Project at an Educational College Site

#### 1. Introduction

This Environmental Management Plan (EMP) outlines measures to minimize the environmental impact during maintenance activities at an educational college site. The plan aims to ensure compliance with environmental regulations and promote sustainable practices.

#### 2. Project Description

The maintenance project involves routine activities such as building repairs, landscaping, waste management, and infrastructure upgrades. The site includes academic buildings, dormitories, recreational areas, and green spaces.

#### 3. Objectives

- Minimize environmental impact.
- Ensure compliance with legal and regulatory requirements.
- Protect natural resources and biodiversity.
- Promote sustainable practices.

#### 4. Environmental Aspects and Impacts

Identify potential environmental aspects and their impacts:

| Aspect       | Impact                               |
|--------------|--------------------------------------|
| Noise        | Disturbance to students and wildlife |
| Dust         | Air quality degradation              |
| Waste        | Soil and water contamination         |
| Chemical use | Toxic runoff and pollution           |
| Water use    | Resource depletion                   |

#### 5. Legal and Other Requirements

- Compliance with local, state, and federal environmental regulations.
- Adherence to college-specific environmental policies.
- Permits for waste disposal, water use, and other regulated activities.

#### 6. Environmental Management Procedures

##### 6.1. Noise Management

- Schedule noisy activities during non-class hours.
- Use noise barriers or silencers on equipment.
- Regular maintenance of machinery to reduce noise.

##### 6.2. Air Quality Management

- Implement dust control measures (e.g., water spraying, dust screens).
- Use low-emission equipment and vehicles.
- Monitor air quality regularly.

##### 6.3. Waste Management

- Segregate waste at the source (recyclables, non-recyclables, hazardous).

- Ensure proper storage and labelling of hazardous waste.
- Contract licensed waste disposal services.
- Implement a recycling program.

#### **6.4. Chemical Management**

- Store chemicals in designated, secure areas.
- Maintain Material Safety Data Sheets (MSDS) for all chemicals.
- Train staff in proper handling and spill response.
- Use environmentally friendly products where possible.

#### **6.5. Water Management**

- Implement water-saving practices (e.g., low-flow fixtures).
- Regularly check for and repair leaks.
- Use drought-resistant plants in landscaping.

#### **6.6. Biodiversity Conservation**

- Protect existing vegetation and wildlife habitats.
- Plan activities to avoid disruption during breeding seasons.
- Use native plants for landscaping to promote local biodiversity.

### **7. Monitoring and Reporting**

- Conduct regular site inspections.
- Maintain records of environmental incidents and corrective actions.
- Report environmental performance to college administration.

### **8. Emergency Preparedness and Response**

- Develop and communicate an emergency response plan.
- Train staff on emergency procedures (e.g., spill response, fire drills).
- Keep emergency contact numbers readily available.

### **9. Training and Awareness**

- Provide environmental training for all staff involved in the project.
- Conduct regular awareness programs on environmental best practices.
- Encourage feedback and suggestions for improving environmental performance.

### **10. Review and Continuous Improvement**

- Regularly review and update the EMP.
- Conduct annual environmental audits.
- Implement corrective actions based on audit findings and feedback.

### **11. Roles and Responsibilities**

- **\*\*Project Manager\*\***: Overall responsibility for environmental compliance.
- **\*\*Environmental Officer\*\***: Day-to-day management of environmental aspects.
- **\*\*Maintenance Staff\*\***: Adherence to environmental procedures and reporting incidents.
- **\*\*College Administration\*\***: Oversight and support for the EMP.

### **12. Communication**

- Regularly update stakeholders on project progress and environmental performance.
- Use notice boards, emails, and meetings for communication.

- Ensure transparency in reporting and responding to environmental concerns.

**Conclusion**

This EMP serves as a comprehensive guide to manage environmental impacts during the maintenance project at the educational college site. Through effective implementation and continuous improvement, the project aims to protect the environment and promote sustainability.



**ANNEXURE D: CIDB: STANDARD PROFESSIONAL SERVICES CONTRACT**

**Insert CIDB: Standard  
Professional Services  
Contract here.**