



**IKHALA TVET COLLEGE (ITVETC), IN COLLABORATION PURCHASING CONSORTIUM  
SOUTHERN AFRICA (PURCO SA)**

**REQUEST FOR PROPOSALS (RFP)**

**TENDER FOR THE APPOINTMENT OF A CONSORTIUM OF ENGINEERING  
PROFESSIONALS (PA) IN A BUILT-ENVIRONMENT ON AN ADHOC-BASIS FOR  
TWENTY-FOUR (24) MONTHS**

**TENDER NO. PU 8110/039**

**SUBJECT TO SIGNING NEC3/ SLA: PROFESSIONAL SERVICES CONTRACT**

Prospective Suppliers who are interested in participating in afore-mentioned tender are invited to submit their proposal in full compliance to the requirement of this tender document. One completed document with all attachments must, be signed, and submitted in a clearly labelled sealed envelope together with one (1) USB memory devices and deposited in the tender box at the following address:

**Ikhala TVET College, Zone D, Gwadana Drive Ezibeleni 5326**

<b>Tender number</b>	<b>PU 8110/039</b>	
<b>Date issued</b>	<b>05 June 2023</b>	
<b>Compulsory Information Session</b>	<b>13 June 2023</b> Zone D, Gwadana Drive Ezibeleni 5326	<b>Time: 10h00</b>
<b>Tender closing date</b>	<b>27 June 2023</b> Ikhala TVET College, Zone D, Gwadana Drive Ezibeleni 5326	<b>Time: 11h00</b>

<b>Company Name</b>		
<b>Address</b>		
<b>Contact person</b>	Mr/Mrs/Ms/Dr/Prof.	
<b>Contact numbers</b>	(w)	(cell)
<b>Email address</b>		

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## **1. SECTION 1 – NOTES TO TENDERERS**

### **1.1 Scope of the contract**

Tenders are invited for the Consortium for Professional Engineers and Project Managers required by IKHALA on an ad hoc basis for a period of two (2) years. Consortium must tender for all engineering disciplines. Supporting documentation **MUST** be included for each engineering discipline, failing which such bidders may be considered non-responsive.

- a) Project Management.
- b) Architectural Services.
- c) Mechanical Engineering.
- d) Electrical Engineering.
- e) Civil and Structural Engineering.
- f) Quantity Surveying.
- g) Occupational Health & Safety service

### **1.2 Service Level Agreement**

Upon successful award of a contract, a service provider shall be required to enter into a Service Level Agreement with IKHALA prior to any Purchase Order being generated and submitted.

### **1.3 Definitions**

- 1.3.1 Tenderer, Contractor and Supplier have the same meaning;
- 1.3.2 Goods and Equipment have the same meaning;
- 1.3.3 Purchaser, Employer and Client have the same meaning, and
- 1.3.4 Client and IKHALA shall mean IKHALA TVET College.

### **1.4 Completion of forms**

Tenderers are informed that this document contains all the forms, which shall be completed in Black ink by the tenders.

### **1.5 Acceptance or rejection of tenders**

IKHALA has a right not to accept the lowest tender or any tender, and has a right to accept the whole or any part of the tender.

### **1.6 Tender Validity Period**

The tender shall be valid for a period of hundred and twenty (120) days from the date of tender closing.

### **1.7 Pricing**

All tenderers must complete pricing schedule in full, failing which such tenderers shall be disqualified.

## 1.8 Registration and Qualifications

The Tenderers must be registered with relevant professional bodies. Tenderers shall attach applicable certified copies of qualifications and certificate of registration with professional bodies.

## 1.9 Compulsory information session

Compulsory Information Session	Date and Time	Place
IKHALA TVET College	PU 8110/039	Zone D, Gwadana Drive Ezibeleni 5326

## 1.10 Enquiries

The following are the contact representative for this tender:

Contact Person: Procurement	
Name & Surname	Sipho Ndlovu
Telephone number	011 545 0974
Facsimile	011 312 8241
E-mail address	<a href="mailto:sipho.ndlovu@purcosa.co.za">sipho.ndlovu@purcosa.co.za</a>

## 1.11 Tender security

A non-refundable cash deposit of R1,150.00 must be paid by Tenderers before tender documents be issued.

## 1.12 Acceptance of Tenders

IKHALA has the right not to accept the lowest tender or any tender, and has a right to accept the whole or any part of the tender. If part of the work will have to be omitted, the tendered rates of the specific items will play a major role in the decision on which parts of the work must be omitted. It is therefore of crucial importance that Tender rates shall be balanced and in line with the real cost of specific items.

The extent of the reduction in work, if any, will be negotiated with the successful Tenderer prior to the award of the Contract. Thereafter, further reductions may be necessary during the duration of the Contract, if the scope changes as a result of unforeseen circumstances.

### **1.13 Accuracy of information**

The information contained in the invitation to tender has been prepared in good faith. Neither IKHALA, PURCO SA nor any of their respective employees, make any representation or warranty or give any undertaking express or implied or accept any responsibility or liability whatsoever, as to the contents, accuracy or completeness of the information contained in the invitation to tender, or any other written or oral information made available in connection with the tender and nothing contained herein is or shall be relied upon as a promise or representation whether as to the past or future.

The invitation to tender may not contain all the information that may be required to evaluate a possible submission of a response to this invitation to tender. The Tenderers should conduct their own independent analysis of the operations to the extent required to enable them to respond to this tender. It is the Tenderers responsibility to ensure that submission in response to the invitation to tender has been comprehensively analysed.

Tenderers are also required to complete, sign, and initial (each page) of the tender document.

### **1.14 Confidential nature of documents**

The Documents remain the property of the IKHALA and no part of any Document issued with this enquiry may be copied, photographed or reproduced in any manner or process without the written consent of the IKHALA. Copyright is reserved on all designs, specifications, patents and patentable designs, systems and processes contained in the Documents and drawings.

### **1.15 Costs incurred by Tenderer**

The IKHALA will not be responsible for or pay any expenses incurred or losses suffered by any Tenderer in the preparation of the Tender or in visiting the Site in connection therewith. Tender deposits are not refundable.

### **1.16 PURCO SA Service Fee**

The Service Provider must provide for a 2% service fee calculated on the total value of each invoice issued by the Service Provider for or otherwise relating to supply of goods and/ or performance of the Services to IKHALA (including any additional/ ad hoc goods supplied or services rendered), payable to PURCO SA on submission of the relevant invoice to IKHALA.

The selected Service Provider is required to send a copy of the monthly invoice and statement where applicable to both PURCO SA and IKHALA Upon receipt of the monthly sales report from the Service Provider, PURCO SA shall invoice the Service Provider a minimum of 2%

service fee based on the Rand value of the total transaction fees which is payable to PURCO SA within 30 days of the invoice date.

Ikhala TVET will withhold 2% Purco SA Fee from the Service Provider's invoices and pay the fee directly to Purco SA on behalf of the Service Provider.

#### **1.17 Qualifications of Service Providers**

A non-refundable tender document fee of R1,150.00 (One thousand, one hundred and fifty Rand, including VAT) shall be payable in order to download and print the tender document from the PURCO SA website. In order to download the tender document, the steps below should be followed:

1.17.1 Visit [www.purcosa](http://www.purcosa);

1.17.2 Register as a supplier under the verification of combined family income category and create a user account;

1.17.3 Click on required RFP in the block provided for Tenders and RFP's;

1.17.4 Click on the pay now button; and

1.17.5 System will make documentation available for downloading, immediately after payment was concluded.

Proof of tender document purchase must be included in the tender submission. Only reputable and recognised Service Providers who meet all the mandatory requirements with sufficient proof of positive and professional experience in the provision of services in the nature of the Services to like sized institutions will be considered. Service Providers must submit detailed information together with their tender of their experience in the relevant trade together with present contracts.

#### **1.18 Tender Submission and Compliance**

One original completed tender document in a sealed envelope with one (1) USB/ memory devices must be submitted into the official tender box located in the following office:

<b>DATE and TIME</b>	<b>ADDRESS</b>
<b>PU 8110/039 at 11h00</b>	Ikhala TVET College, Zone D, Gwadana Drive Ezibeleni 5326

Prior to submissions the Service Providers must check that all pages are properly numbered and all required documents are signed and submitted. The IKHALA will hold the duly authorised signatory liable on behalf of the tendering Service Provider.

All dates and times in this document are South African Standard Time

**2. SECTION 1B: INFORMATION SESSION – N/A**

**INFORMATION SESSION ATTENDANCE CERTIFICATE – N/A**

This is to certify that

.....

.... of (The firm) ..... was

present at the compulsory information session on the ..... day

of.....2023.

And

Is therefore familiar with the circumstances and the context of the services to be rendered

.....

For the IKHALA

Signed at..... on the..... day of .....2023

.....

For the Bidder

### 3. SECTION 2 – EVALUATION CRITERIA - TENDER DOCUMENT REQUIREMENTS

**Tender Form.** No Tender shall be considered unless the official printed Tender Form has been completed in full and **signed**. All other documents in this tender document must be completed in black ink or typed and signed by the Tenderer in black ink. The Tender Document shall be submitted in its complete form and **may not be dismantled and or interspersed with other documentation**.

Tenderers shall satisfy themselves that the Tender Document is complete and in agreement with the index. If any pages are found to be missing, duplicated, or illegible, or contain any obvious errors or discrepancies, the Tenderer shall advise the IKHALA immediately in order to have the defect(s) rectified.

Failure to complete and sign all the Tender Document Schedules shall render the Tender subject to disqualification on the grounds of incompleteness. Entries in the Schedules shall be typed in or written in block letters in black ink. Black ink shall be used for signatures. Any alterations made shall be signed.

Should the Tenderer desire to make any departures from the Technical Specifications, he shall set out his proposals in a separate section clearly marked “Deviations from the Specification”, failing which his, Tender will be deemed to comply in all respects with the Technical Specifications. Tenderers are warned that any material divergences from the Technical Specifications may render their Tender liable to disqualification.



### **3.1 EVALUATION PROCESS**

- 3.1.1 IKHALA has approved a two-stage evaluation process: Compliance with technical functionality and price. Those tenderers qualifying in terms of Stage 1 technical functionality will be evaluated according to criteria in stage 2.
- 3.1.2 IKHALA may request additional information, clarification or verification in respect of any information contained in or omitted from a Tenderer's tender. This information will be requested in writing.
- 3.1.3 IKHALA may conduct a due diligence on any Tenderer, which may include interviewing customer reference or other activities to verify a Tenderer's tender or other information and capabilities (including visiting the Tenderers premises and/or sites to verify certain stated information or assumptions) and in this instances the Tenderers will be obliged to provide IKHALA with all necessary access, assistance and/or information which IKHALA may reasonably request and respond within the given time frame set by IKHALA.
- 3.1.4 IKHALA may enforce whatever measures it considers necessary to ensure the confidentiality and integrity of the contents of the Tender.
- 3.1.5 IKHALA will evaluate the tenders with reference to IKHALA set and approved evaluation criteria as indicated in the tender document. IKHALA reserves the right to appoint a specialist/consultant to assist in performing evaluations.

### **3.2 MANDATORY REQUIREMENTS**

- 3.2.1 IKHALA has defined minimum pre-qualification/mandatory criteria listed in the table below must be met by the Tenderer in order for IKHALA to accept a Tender for evaluation.
- 3.2.2 The pre-qualification evaluation will be carried out by College's appointed evaluation committee to determine which tender responses are compliant or non-compliant with the tender specifications issued by IKHALA as part of the tender process.
- 3.2.3 Where there is failure to comply with the pre-qualification criteria of IKHALA is for any reasons unable to verify whether the pre-qualification criteria are fully complied with, IKHALA will disqualify the tender.
- 3.2.4 No points will be allocated for mandatory requirements. Tenderers not meeting these mandatory requirements will be disqualified.

### 3.3 Pre-qualification / screening evaluation

The purpose of this pre-qualification evaluation is to determine which bid responses are compliant or non-compliant with the bid pre-qualification documentation as issued by IKHALA as part of the bid process. It will entail a compliance check and the screening of mandatory documents, ensuring compliance thereof in respect of the following:

### 3.4 Mandatory Requirements

I/We have attached to this document:	Tick if submitted		Office use
	Yes	No	
Proof of purchase of tender document: R 1150.00 (incl. VAT)	Yes	No	
Valid (at the closing of the bid) SARS Tax Clearance Certificate and SARS Pin	Yes	No	
Proof of my/our company/closed corporation registration and a copy of my/our CM/CK certificates	Yes	No	
Signed Declaration of Interest	Yes	No	
Attach certified identity copies (not older than 3 months) for all shareholders, directors and key personnel	Yes	No	
Attach proof of professional registration certificate/s with relevant bodies for all key personnel and tendering entity	Yes	No	
Declaration of Bidders Past Supply Chain Management Practices	Yes	No	
Certificate of Independent Bid Determination	Yes	No	
Pricing Schedule (initial and complete)	Yes	No	
Provide proof of Professional Indemnity Insurance of R20 million	Yes	No	
Lead Consultant / Principal must be based or has representation in Eastern Cape Province (provide proof, e.g. lease, municipality statement, etc not older than 3 months)	Yes	No	
Qualifications – bidders to submit qualifications for all engineering professionals, refer to page 47, clause 7	Yes	No	

### 3.4.1 Additional Requirements and/or Conditions of Contract

I/We have attached to this document:	Tick if submitted		Office use
	Yes	No	
Proof of Bank Account, submit letter from bank or cancelled cheque	Yes	No	
Submit valid B-BBEE Verification Certificate by a SANAS accredited verification agency	Yes	No	
VAT Registration Certificate	Yes	No	
Signed Joint Venture Agreement (if bidding as joint venture) - <b>(Mandatory for Joint Ventures)</b>	Yes	No	

#### **PLEASE NOTE:**

Bids that do not meet the Pre-Qualification requirements will not advance to the next stage of assessment. No points allocated to this stage.

The above mandatory documents must be inserted in a separate file or separate section of the tender document referred to as 'mandatory documents'.

**Note:** documents submitted in support of this tender must be documents of the tendering unit. It is not permitted that documents submitted pertain to different companies or units within a group. As an example, a Service Provider cannot submit its own B-BBEE certificate but the financial statements of its parent or another company in the same group. Similarly, a Service Provider cannot submit its own financial statement, but the B-BBEE certificate, SARS certificate, etc. of other companies in the group.

### 3.5 EVALUATION CRITERIA

#### 3.5.1 Stage 1 (Functionality)

This bid will be evaluated in two stages. On first stage, bids will be evaluated on functionality in terms of technical compliance and on second stage in accordance with 80/20 preference points system.

#### 3.5.2 Phase 1: Evaluation of Functionality

PURCO SA and the members of the Bid Evaluation Committee will evaluate the functionality stage of the tender. Functionality will be evaluated in terms of experience and skill level.

IKHALA's evaluation criteria provide for the accumulation of points for a Tenderer's submission based on the extent to which functionality meets IKHALA's minimum requirements of **70%** in order to qualify for evaluation on stage 2:

FUNCTIONALITY CRITERIA		POINTS ALLOCATED
<b>Provide three (3) valid writtern and contactable reference letters of contracts of similar size (in the higher education sector) in the past three (3) years: (per professional descipline refer to page 45 and clause 7)</b> 3 Written verifiable references 2 Written verifiable references 1 Written verifiable references None Provided	= 30 points = 15 points = 5 points = 0 points	<b>30</b>
<b>Relevant Experience of Lead Consultant/ Principal Agent.</b> Lead consultant or Principal Agent as nominated by the consortium on projects of similar complexity. Lead consultants or Principal Agents must supply proof of specific experience as Principal Agent on projects of similar complexity i.e. university, TVET college building, etc. with relevant JBCC Contract Management experience. 3 Completion certificate 2 Completion certificate 1 Completion certificates None provided	= 20 points = 10 points = 5 points = 0 points	<b>20</b>
<b>Provide Company Experience ( of the lead / PA) in the provision of similar previous projects completed, with completion certificates attached. (Submit verifiable company profile)</b> More than 10 years of experience Experience between 5 and 9 years Experience below 5 years None Provided	= 10 points = 5 points = 3 points = 0 points	<b>10</b>
<b>Quality Control System and Procedures which ensure compliance with the standards and specifications required for the delivery of the project.</b> Bidders are to provide documentation indicating the availability of a quality management system or a quality management plan that is functional within the organisation and can be used for this project. Details of certification/ accreditation and maintenance of the quality control and assurance system is to be provided. Provided None provided	= 20 points = 0 points	<b>20</b>
<b>Audited Financial Statements (for lead / PA)</b> Attached copy of recent audited annual financial statements None provided	= 10 points = 0 points	<b>10</b>
<b>Demonstrated Consortium experience on similar projects</b> Experience and knowledge of all professional firms forming part of the consortium on projects that are comparable in terms of complexity, size and value. Bidders are to provide details on projects with the highest value that have been completed including details of contactable references for each project listed. They are also required to attach a copy of a company profile with at-least three traceable client references. 3 references 2 References 1 References None provided	= 10 points = 5 points = 2 points = 0 points	<b>10</b>
<b>Total points</b>		<b>100</b>

### 3.5.3 FUNCTIONALITY CRITERIA COVER DOCUMENTS

#### Company References

The references must be current clients that have done business with your company within the past 3 years and more for contracts of a similar size or more with a proven record of accomplishment.

#### FUNCTIONALITY CRITERIA

##### REFERENCE ONE (1)

#### COMPLETE TABLE IN FULL BELOW

<b>Reference Company One (1)</b> Name of Company:		Contact Name:	
Contact e-Mail:		Contact Telephone:	
Description of Contract:			
<b>Contract Details</b>			
1	Contract Value		
2	Contract Commencement date:		
3	Contract Completion Date:		
4	Contract Duration:		
<b>Attach Reference Letter 1</b>			

**FAILURE TO PROVIDE RELEVANT PROOF WILL RESULT IN ZERO POINT ALLOCATION**

## REFERENCE TWO (2)

COMPLETE TABLE IN FULL BELOW

<b>Reference Company One (2)</b> Name of Company:		Contact Name:	
Contact e-Mail:		Contact Telephone:	
Description of Contract:			
<b>Contract Details</b>			
1	Contract Value		
2	Contract Commencement date:		
3	Contract Completion Date:		
4	Contract Duration:		
<b>Attach Reference Letter 2</b>			

**FAILURE TO PROVIDE RELEVANT PROOF WILL RESULT IN ZERO POINT ALLOCATION**

### REFERENCE THREE (3)

COMPLETE TABLE IN FULL BELOW

<b>Reference Company Three (3)</b> Name of Company:			Contact Name:	
Contact e-Mail:			Contact Telephone:	
Description of Contract:				
<b>Contract Details</b>				
1	Contract Value			
2	Contract Commencement date:			
3	Contract Completion Date:			
4	Contract Duration:			
<b>Attach Reference Letter 3</b>				

**FAILURE TO PROVIDE RELEVANT PROOF WILL RESULT IN ZERO POINT  
ALLOCATION**

### 3.5.4 Stage 2

Service provider who scored **70%** of Stage 1 will be considered for Stage 2. Stage 2 will focus on Price.

POINTS	CRITERIA	DOCUMENTS REQUIRED
<b>80</b>	<b>Price</b> Points for price will be allocated in accordance with the formula	Price schedule to be completed
<b>20</b>	<b>B-BBEE</b> Points on HDI will be allocated in accordance with the Service Providers HDI status	Proof of points Claimed to be attached.

### 3.5.5 HDI POINTS ALLOCATION

HDI POINTS SCORE	Preferential Point System	
	20/80	10/90
1. Enterprises wholly or partially owned by Historically Disadvantaged Individuals	12	6
2. Contracting with enterprises wholly or partially owned by female	3	1.5
3. Contracting with enterprises wholly or partially owned by disabled people	2	1
4. Promoting enterprises wholly or partially owned by youth	1	0.5
5. Promoting enterprises located within the local Municipality	1	0.5
6. Promoting enterprises located within the Local District Municipality	0.5	0.25
7. Promoting enterprises located within the Local Province	0.5	0.25
	20	10



### 3.5.6 PRICE POINTS CALCULATION FORMULA

Calculation for awarding points on pricing:

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

Where:

Ps = Points scored for comparative price of tender or offer under consideration

Pt = Comparative price of tender or offer under consideration; and

Pmin = Comparative price of lowest acceptable tender or offer

### 3.5.7 OTHER INFORMATION AND SPECIAL CONDITIONS

3.5.7.1 Prospective Tenderers must tender for the entire scope of works. Information given during the site inspection is meant to assist Tenderers in order to submit a compliant proposal.

3.5.7.2 The successful Service Provider will be formally notified after the evaluation process has been completed, **Tenderers are requested not to contact IKHALA in this regard.**

3.5.7.3 Detailed evaluation results and tenderer rating will not be published.

3.5.7.4 The Tender awarded will be conditional and subject to successful negotiations and signing of a written contract, failing which College reserves the right to withdraw the awarded tender and to award the same to another Tenderer without the need to repeat the tender process.

3.5.7.5 The Service Provider should not qualify the proposal with his/her own conditions. Any qualification to the terms and conditions of this tender will result in disqualification.

3.5.7.6 Any shortcoming in this term of reference must be identified by the service provider prior to the awarding of contract. Any shortcoming identified by the service provider after the contract has been awarded and that would have an impact on the contract price will be for the account of the service provider.

3.5.7.7 Should the service provider not comply with any of the conditions contained in these terms of reference during the contract period the IKHALA may cancel the contract within one-month notice.

3.5.7.8 The Service Provider must demonstrate/ensure that all personnel working under this contract are adequately trained prior to the commencement of the contract.

### **3.5.8 THE COLLEGE SHALL**

- 3.5.8.1 Conduct business in a courteous and professional manner with the Service Provider.
- 3.5.8.2 Not accept responsibility/liable of accounts/ expenses incurred by the Service Provider that was not agreed upon by the contracting parties.
- 3.5.8.3 Not accept responsibility/liability of any damages suffered by the Service Provider or the personnel for the duration of the project.
- 3.5.8.4 Enter into a Service Level Agreement upon appointment of the suitable Service Provider. This specification, Terms, and Conditions will also form part of the service level agreement.

#### **4. SECTION 3: SCOPE OF WORK**

##### **1. SCOPE OF WORK AND GENERAL RESPONSIBILITIES**

###### **Background**

The IKHALA's objectives are to appoint appointment of consortium Engineering Professionals to provide ad-hoc Built Environment Professional Services for IKHALA, over a period of **2 years**. All proposed key personnel should meet the requirements as set out in the Tender Document.

Work allocation will be on an ad-hoc basis and be rotated among the Consortium members based on capacity, capability and experience. IKHALA does not guarantee that all/any of the Consortium will be allocated work within the **two-year cycle period**, as work allocation is dependent on IKHALA's strategic planning and funding allocations.

###### **1.1 EXTENT OF ENGINEERING SERVICES**

###### **1.1.1 Personnel registered with relevant professional bodies in terms of the Engineering Council of South Africa - Act 46 of 2000**

**Engineering Services:** The Tenderer shall be capable of providing Engineering Services in terms of the Engineering Council of South Africa (ECSA). The Engineer shall be required to perform normal services. The envisaged projects will be for building/structural and civil works (water, sewer and roads) projects and any additional services as required.

###### **1.1.2 Personnel registered in terms of the South African Council Project and Construction Management Professionals - Act 48 of 2000:**

**Professional Project Management Services:** The Tenderer's Project leader must be registered as and capable of providing Project Management Services in terms of South African Council for the Project and Construction Management Professions (SACPCMP). The Project Manager shall be required to perform normal services and any additional services as required.

The Construction Project Manager shall be responsible for the co-ordination of the Professional Team and the Construction Activities. The Project Manager shall also act as the clients' agent (Principal Agent / Engineer/ Project Manager) in any contract agreement between IKHALA and a Contractor. The Project Manager shall also be responsible for co-ordinating all inputs from other parties, College or other that has an impact on the project. The Project Manager shall be registered with a relevant construction body. The Project Manager shall not fulfil any other role on the project.

**Task Orders:** IKHALA shall issue a Project specific Task Order for each project where the Tenderer has been selected to provide a service. The scope of the service shall be confirmed upon issuing of the task order. IKHALA reserves the right to issue a project task order for partial services or for a particular task on a project and not necessarily for the entire scope of services.

The task order shall also confirm the fee for the specific task based on the tenderers pricing offer. IKHALA reserves the right to negotiate the data used as input into the calculation of the fee prior to applying the tendered discount.

## 1.2 OTHER PROVISIONS

### 1.2.1 PROJECT DELIVERABLES

The following deliverables will be expected from successful tenderer/s:

- Inception
- Concept and Viability / Preliminary Design, including all legislative authorizations, plan approvals and statutory compliance.
- Design Development / Detail Design
  - This includes the preparation of working and the approval of building plans with the relevant government bodies
  - A detailed design report, cost estimates and program with all relevant attachments in soft bound hard copy and electronic format (CD). This will include electronic .dwg files of all design layouts and drawing registers.
- Documentation and Procurement – Preparation of Scope of Works Information, Specifications, BOQs and Tender Evaluation Reports etc. for approval by the client. All procurement to be as per College's procurement policies.
- Contract Administration and Inspection – On site construction management including Risk Management, Quality Assurance and Health & Safety Management etc.
- Project close-out including:
  - Preparation of project close out reports with all relevant information such as guarantees, manuals, approved plans; GIS shape files, as built drawings, completion certificates, occupation certificates etc.
  - Project life cycle (stage 1 - -6)

***[NOTE: This list is not exhaustive, it is the successful PSP's responsibility to ensure that all quality and compliance aspects of the project are met and the list in no way minimises their ethical responsibility as outlined in the respective Built Environment governing body's ethics code]***

### 1.2.2 PROCUREMENT AND FUNCTION OF CONSORTIUM

All procurement shall comply with College's procurement policies, which can be viewed on IKHALA's website.

#### 1.2.2.1 Quarterly Feedback Sessions

IKHALA will hold quarterly feedback sessions with the appointed Consortium of Consultants. The feedback sessions will act as a Consortium of experts' discussion with IKHALA.

This platform will be used by IKHALA to seek advice from the Consortium on various issues ranging from the mechanism of managing the Consortium to how IKHALA can improve on its infrastructure delivery commitments. The attendance at feedback sessions for all consultants on the Consortium is compulsory.

#### 1.2.2.2 Appointment of Consultants outside of the Consortium

IKHALA reserves the right to procure consultants from outside the Consortium of consultants, in accordance with its procurement procedures.

### 1.3 STANDARD NORMAL ENGINEERING SERVICES

Stages typically included as Normal Services during the execution of a Project.

<b>STAGE 1. Inception</b>	
Establish client requirements and preferences, assess user needs and options, appointment of necessary consultants, establish the project brief including project objectives, priorities, constraints, assumptions aspirations and strategies	
Typical activities	Typical deliverables
(i) Assist in developing a clear project brief (ii) Attend project initiation meetings (iii) Advise on procurement policy for the project (iv) Advise on the rights, constraints, consents and approvals (v) Define the scope of services and scope of work required (vi) Conclude the terms of the agreement with the client. (vii) Inspect the site and advise on the necessary surveys, analyses, tests and site or other investigations where such information will be required for Stage 2 including the availability and location of infrastructure and services (viii) Determine the availability of data, drawings and plans relating to the project (ix) Advise on criteria that could influence the project life cycle cost significantly (financial design criteria) (x) Provide necessary information within the agreed scope of the project to other consultants involved	<ul style="list-style-type: none"><li>• Agreed scope of services and scope of work</li><li>• Signed agreement</li><li>• Report on project, site and functional requirements</li><li>• Schedule of required surveys, tests, analyses, site and other investigations</li><li>• Schedule of consents and approvals</li></ul>

**STAGE 2. Concept and Viability / Preliminary Design**

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

**Typical activities**

- (i) Agree documentation programme with principal consultant and other consultants involved
- (ii) Attend design and consultants' meeting
- (iii) Establish the concept design criteria
- (iv) Prepare initial concept design and related documentation
- (v) Advise the client regarding further surveys, analyses, tests and investigations which may be required  
Establish regulatory authorities' requirements and incorporate into the design
- (vi) Refine and assess the concept design to ensure conformance with all regulatory requirements and consents
- (vii) Establish access, utilities, services and connections required for the design
- (viii) Coordinate design interfaces with other consultants involved
- (ix) Prepare process designs (where required), preliminary designs, and related documentation for approval by authorities and client and suitable for costing
- (x) Provide cost estimates and life cycle costs as required
- (xi) Liaise, co-operate and provide necessary information to the client, principal consultant and other consultants involved

**Typical deliverables**

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

<b>STAGE 3. Design Development / Detail Design</b>	
Develop the approved concept to finalise the design, outline specifications, cost plan, financial viability and programme for the project)	
Typical activities	Typical deliverables
<ul style="list-style-type: none"> <li>(i) Review documentation programme with principal consultant and other consultants involved</li> <li>(ii) Attend design and consultants' meetings</li> <li>(iii) Incorporate client's and authorities' detailed requirements into the design</li> <li>(iv) Incorporate other consultant's designs and requirements into the design</li> <li>(v) Prepare design development drawings including draft technical details and specifications</li> <li>(vi) Review and evaluate design and outline specification and exercise cost control</li> <li>(vii) Prepare detailed estimates of construction cost</li> <li>(viii) Liaise, co-operate and provide necessary information to the principal consultant and other consultants involved.</li> <li>(ix) Submit the necessary design documentation to local and other authorities for approval</li> </ul>	<ul style="list-style-type: none"> <li>• Design development drawings</li> <li>• Outline specifications</li> <li>• Local and other authority submission drawings and reports</li> <li>• Detailed estimates of construction costs</li> </ul>

**STAGE 4. Documentation and Procurement**

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

**Typical activities**

- (i) Attend design and consultants' meetings
- (ii) Prepare specifications and preambles for the works
- (iii) Accommodate services design
- (iv) Check cost estimates and adjust designs and documents if necessary to remain within budget
- (v) Formulate the procurement strategy for contractors or assist the principal consultant where relevant
- (vi) Prepare documentation for contractor procurement
- (vii) Review designs, drawings and schedules for compliance with approved budget
- (viii) Assist in calling for tenders and/or negotiation of prices and/or assist the principal consultant where relevant
- (ix) Liaise, co-operate and provide necessary information to the principal consultant and the other consultants as required
- (x) Assist in the evaluation of tenders
- (xi) Assist with the preparation of contract documentation for signature
- (xii) Assess samples and products for compliance and design intent

**Typical deliverables**

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

**STAGE 5. Contract Administration and Inspection**

Manage, administer and monitor the construction contracts and processes including preparation and coordination of procedures and documentation to facilitate practical

**Typical activities****Typical deliverables**



- (i) Attend site handover
- (ii) Issue construction documentation in accordance with the documentation schedule including, in the case of structural engineering, reinforcing bending schedules and detailing and specifications of structural steel sections and connections
- (iii) Carry out contract administration procedures in terms of the contract
- (iv) Prepare schedules of predicted cash flow
- (v) Prepare pro-active estimates of proposed variations for client decision making
- (vi) Attend regular site, technical and progress meetings
- (vii) Inspect works for conformity to contract documentation
- (viii) Adjudicate and resolve financial claims by contractor(s)
- (ix) Assist in the resolution of contractual claims by the contractor
- (x) Establish and maintain a financial control system.
- (xi) Clarify details and descriptions during construction as required
- (xii) Prepare valuations for payment certificates to be issued by the principal agent
- (xiii) Witness and review of all tests and mock ups carried out both on and off site
- (xiv) Witness and review of all tests and mock ups carried out both on and off site
- (xv) Check and approve contractor drawings for design intent
- (xvi) Update and issue drawings register.
- (xvii) Issue contract instructions as and when required
- (xviii) Review and comment on operation and maintenance manuals, guarantee certificates and warranties
- (xix) Inspect the works and issue practical completion and defects lists
- (xx) Assist in obtaining statutory certificates

- Schedules of predicted cash flow
- Construction documentation
- Drawing register
- Estimates for proposed variations
- Contract instructions
- Financial control reports
- Valuations for payment certificates
- Progressive and draft final account(s)
- Practical completion and defects list
- Electrical Certificate of Compliance
- Where a quantity surveyor is included in the project team in building works, activities (iv), (v), (viii), (x) and (xii) and related deliverables will not be required from the engineer.

## **STAGE 6. Close-Out**

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

Typical activities

- (i) Inspect and verify the rectification of defects
- (ii) Receive, comment and approve relevant payment valuations and completion certificates
- (iii) Prepare and/ or procure operations and maintenance manuals, guarantees and warranties
- (iv) Prepare and/ or procure as-built drawings and documentation
- (v) Conclude the final accounts where relevant.

Typical deliverables

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

## SPECIALIST CONSULTANTS

### 1.4.1 Topographic survey

The detailed topographic survey for the proposed project sites was undertaken and the survey data will be made available to tenderers upon request.

### 1.4.2 Geotechnical Report

The detailed geotechnical investigation for the proposed project sites was undertaken and the Geotechnical Report will be made available to tenderers upon request.

**TENDER NO PU 8110/039**

**TWO (2) YEAR CONTRACT FOR ENGINEERING AND PROJECT MANAGEMENT FIRMS  
TO FORM A CONSORTIUM PROVIDING BUILT ENVIRONMENT PROFESSIONAL  
SERVICES ON AN AD-HOC BASIS**

**1. SECTION 4 – BIDDING DOCUMENTS AND RELATED DOCUMENTS (CERTIFICATES)**

SECTION 4A: Company Ownership Details

Tax Clearance Certificate

Declaration of Interest

Declaration of Bidders past SCM Practises

Certificate of Independent Bid determination

## 2. SECTION 4: SHAREHOLDING

### a. SHAREHOLDING AND OWNERSHIP OF TENDERER: List all Partners, Proprietors and Shareholders

For the purposes of Contract Participation Goal verification, the tenderer shall list all the Partners/Shareholders of his/her company or Sole Proprietor details. Please use separate cover sheet if required and attach to the tender submission.

No.	Full Names	ID Number	Nationality	Gender	Race	% Ownership
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

**b. SHAREHOLDING AND OWNERSHIP OF PROPOSED SUB-SERVICE PROVIDER:**

Complete this section only if Contract Participation Goal is required as per policy.

List all the Partners or Shareholders of the proposed sub-service provider. Please use separate cover sheet if required and attach to the tender submission.

NAME OF PROPOSED SUB-SERVICE PROVIDER: \_\_\_\_\_

**OWNERSHIP DETAILS:**

No.	Full Names	ID Number	Nationality	Gender	Race	% Ownership
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

**c. PROFILE OF PROPOSED KEY PERSONNEL**

<b>NAME OF KEY STAFF</b>	<b>POSITION</b>	<b>PROFESSIONAL REGISTRATION / QUALIFICATIONS</b>	<b>YEARS OF EXPERIENCE AFTER GRADUATION</b>	<b>YEARS OF EXPERIENCE AFTER REGISTRATION</b>	<b>INVOLVEMENT IN BUILT ENVIRONMENT PROJECTS (YEARS)</b>

***Failure to submit recently certified copies; i.e. less than three (3) months from tender closing date, of ALL the key personnel's ID documents, highest academic qualifications and professional registration certificates will result in no score being awarded during the evaluation***

### 3. DECLARATION OF GOOD STANDING REGARDING TAX

#### IT IS A CONDITION OF TENDER THAT:

- a. It is an absolute requirement that the taxes of the successful Tenderer/s shall be in order, or that suitable arrangements have been made with the Receiver of Revenue to satisfy them.
- b. Application for Tax Clearance Certificate (in respect of Tenders), must be completed by the Tenderer in all respects and submitted to the Receiver of Revenue who will then furnish the Tenderer with a Tax Clearance Certificate that will be valid for 90 days from date of issue. This original Tax Clearance Certificate must be submitted with the tender on the closing time and date of tender. Failure to submit a valid Tax Clearance Certificate SHALL invalidate your tender.
- c. Each party to a Consortium / Sub-contractor must complete Tax Clearance Certificate. Copies of the Application for Tax Clearance are available at the Receiver's Office.

PARTICULARS	
1. NAME OF TAX PAYER/TENDERER	
2. TRADE NAME	
3. IDENTIFICATION NO. (IF APPLICABLE)	
4. COMPANY /CLOSE CORPORATION REGISTRATION NO	
5. INCOME TAX REFERENCE NO	
6. VAT REGISTRATION	
7. PAYE EMPLOYER'S REGISTRATION NO. (IF APPLICABLE)	
NAME	
TELEPHONE NO	
ADDRESS	
DATE	

TENDERERS ARE TO ATTACH TO THIS PAGE A COPY OF THEIR VAT CERTIFICATE AND VALID TAX CLEARANCE CERTIFICATE.

\_\_\_\_\_  
**SIGNATURE OF TENDERER**

\_\_\_\_\_  
**DATE**

#### 4. DECLARATION OF INTEREST

a. Any legal person, including persons employed by IKHALA<sup>1</sup>, or persons having a kinship with persons employed by IKHALA, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by IKHALA, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- i. the bidder is employed by IKHALA; and/or
- ii. the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

b. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

c. Full Name of bidder or his or her representative:

.....  
.....

d. Identity Number:

.....

e. Position occupied in the Company (director, trustee, shareholder<sup>2</sup>):

.....  
.....

f. Company Registration Number:

.....

g. Tax Reference Number:

.....

h. VAT Registration Number:

.....



The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / personal numbers must be indicated.

" Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

i. Are you or any person connected with the bidder presently employed by IKHALA?

**YES / NO**

i. If so, furnish the following particulars:

ii. Name of person/director/trustee/shareholder/member:

.....  
.....

iii. Position occupied at IKHALA:

.....  
.....

iv. Any other particulars:

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

j. If you are presently employed by IKHALA, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?

**YES / NO**

k. If yes, did you attached proof of such authority to the bid document?

**YES / NO**

**(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid).**

l. If no, furnish reasons for non-submission of such proof:

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

m. Did you or your spouse, or any of the company's directors/trustees/shareholders/members or their spouses conduct business with IKHALA in the previous twelve months?

**YES / NO**

n. If so, furnish particulars:

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

o. Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by IKHALA and who may be involved with the evaluation and or adjudication of this bid?

**YES / NO**

p. If so, furnish particulars:

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

q. Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by IKHALA who may be involved with the evaluation and or adjudication of this bid?

**YES / NO**

r. If so, furnish particulars:

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

- s. Do you or any of the directors/trustees/shareholders/members of the company have any interest in any other related companies whether or not they are bidding for this contract?

YES / NO

- t. If so, furnish particulars:

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

- u. Full details of directors/trustees/members/shareholders

Full Name	Identity Number	Personal Tax Reference Number	Staff Number/ Employee Number

v. DECLARATION

I, THE UNDERSIGNED (NAME)

.....

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

I ACCEPT THAT IKHALA MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**POSITION**

\_\_\_\_\_  
**NAME OF BIDDER**

**5. DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

- a. This Standard Bidding Document must form part of all bids invited.
- b. It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- c. The bid of any bidder may be disregarded if that bidder, or any of its directors have-
  - i. abused the institution's supply chain management system;
  - ii. fraud or any other improper conduct in relation to such system; or
  - iii. failed to perform on any previous contract.
- d. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
5.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?  <b>or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Item	Question	Yes	No
	<p>institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</p>		
5.1.1	If so, furnish particulars:		
5.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	<p>Yes <input type="checkbox"/></p>	<p>No <input type="checkbox"/></p>
5.2.1	If so, furnish particulars:		
5.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	<p>Yes <input type="checkbox"/></p>	<p>No <input type="checkbox"/></p>
5.3.1	If so, furnish particulars:		
5.4	Was any contract between the bidder and any College terminated during the past five years on account of failure to perform on or comply with the contract?	<p>Yes <input type="checkbox"/></p>	<p>No <input type="checkbox"/></p>
5.4.1	If so, furnish particulars:		

**CERTIFICATION**

I, THE UNDERSIGNED (FULL NAME)

.....

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS  
TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE  
TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**POSITION**

\_\_\_\_\_  
**NAME OF BIDDER**

## 6. CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

- a. I have read and I understand the contents of this Certificate;
- b. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
- c. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
- d. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
- e. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - i. has been requested to submit a bid in response to this bid invitation;
  - ii. could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - iii. provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
- f. 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>3</sup> will not be construed as collusive bidding.
- g. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - i. Prices;
  - ii. geographical area where product or service will be rendered (market allocation);
  - iii. methods, factors or formulas used to calculate prices;
  - iv. the intention or decision to submit or not to submit, a bid;
  - v. the submission of a bid which does not meet the specifications and conditions of the bid; or
  - vi. bidding with the intention not to win the bid.



- h. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
- i. 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.
- j. 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.
- k. 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

---

**SIGNATURE**

---

**DATE**

---

**POSITION**

---

**NAME OF BIDDER**

## 7. Qualifications and Professional Fees

All bidders MUST submit all qualification and CVs for all professional listed hereunder:

Professional Provided	Qualifications	Submit Certified Copies of Qualifications (Mandatory)
Principal Agent /Project Manager	(Pr CPM - SACPCMP or Built Environment)	
Architects	(Pr Arch/ Snr Pr Arch Technologist/ Pr Arch Technologist)	
Quantity Surveyor	(Pr QS)	
Civil & Structural Engineer	(Pr Eng/ Pr Tech)	
Mechanical Engineers	(Pr Eng/ Pr Tech)	
Electrical & Electronics Engineer	(Pr Eng/ Pr Tech)	
Professional Occupational Health & Safety Agent	(Pr CHSA)	

### Project-Based Fee Structure

The Professional Fees will Project-Based and fixed, bidders must indicate their percentage for their fees hereunder:

Item	Description	Project-Based Fixed %
1	Principal Agent Professional Fees	%

### 7.2 Disbursement: All Disciplines

Bidders are expected to quote in full, even if third parties provide this service.

Item	Claim	Unit of Measurement	Price Per Unit Including VAT
1	Travel – SARS rates (will be paid ONLY within Eastern Cape province )	Rand per km/ R3,61	R
2	A1 computer original plots (other size plots part thereof)	Per copy	R
3	A1 prints monochrome	Per copy	R
4	A3 prints monochrome	Per copy	R
5	A3 prints colour	Per copy	R
6	A4 prints monochrome	Per copy	R
7	A4 prints colour	Per copy	R
8	A0 paper	Per copy	R

**NB: Bidders are expected to quote in full, even if third parties provide this service.**

**7.3 Professional Fees (%) for Engineers under the PA**

<b>Engineering Professionals</b>	<b>Percentage (%) Fees (Excl. VAT)</b>
Architects	%
Quantity Surveyor	%
Civil & Structural Engineer	%
Mechanical Engineers	%
Electrical & Electronics Engineer	%
Professional Occupational Health & Safety Agent	%

a. I/We agree that:

- i. the offer herein shall remain binding upon me/us and open for acceptance by IKHALA during the validity period indicated and calculated from the closing time of the tender;
- ii. this tender and its acceptance shall be subject to the terms and conditions contained in the tender document with which I am/ we are fully acquainted;
- iii. if I/we withdraw my/our tender within the period for which I/we have agreed that the tender should remain open for acceptance, or fail to fulfil the contract when called upon to do so, IKHALA may without prejudice to its other rights, agree to the withdrawal of my/or tender or cancel the contract that may have been entered in between me/us and IKHALA and I/We will then pay to IKHALA any additional expense incurred by IKHALA having either to accept any less favourable tender or fresh tenders have to be invited, the additional expenditure incurred by the IKHALA shall also have the right to recover such additional expenditure by set-off against any guarantee or deposit that have been furnished by me/us or on my/our behalf for the due fulfilment of this or any other tender or contract and pending the ascertainment of the amount of such additional expenditure to retain such moneys, guarantee or deposit as security for any loss IKHALA may sustain by reason of my/our default; if my/our tender is accepted the acceptance may be communicated to me/us by letter or ordinary post or registered post and that SA Post Office Ltd shall be regarded as my/our agent. Delivery or such acceptance to SA Post Office Ltd shall be treated as delivery to me/us;
- iv. the law of the Republic of South Africa shall govern the contract crated by the acceptance of my/our tender and that I/We choose domicilium citandi et executandi in the Republic (full address).

- b. I/We furthermore confirm that I/We have satisfied myself/ourselves as to the correctness and validity of my/our tender, that the price(s) and rate(s) cover all my/our obligations under a resulting contract. I/We accept that any mistakes regarding price(s) and calculations will be at my/our risk.
- c. I/We hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/us under this agreement as the Principal(s) liable for the due fulfilment of this contract.
- d. I/We agree that any action from this contract in all respects be instituted against me/us and I/We hereby undertake to satisfy fully any sentence or judgement, which may be pronounced against me/us as a result of such action.
- e. I/We declare that I/we have participation/ no participation in the submission of any other offer for the supplies/service described in the attached documents. If in the affirmative, state name(s) or tender(s) involved:

---



---



---

- f. Are you duly authorised to sign this Declaration?

**YES/NO**

\* Delete whichever is not applicable

**SIGNATURE(S) OF TENDERER OR  
ASSIGNEE(S)**

---

**DATE**

---

Capacity and particulars of the authority under which this tender is signed:

---

Please complete the following in block letters:

Name of Service Provider: \_\_\_\_\_

Postal address: \_\_\_\_\_

\_\_\_\_\_

Telephone number(s): \_\_\_\_\_

Facsimile number(s): \_\_\_\_\_

Email address(s): \_\_\_\_\_

Tender number: PU 8110/039

Name of contact person: \_\_\_\_\_

IMPORTANT CONDITIONS	
1	Failure on the part of the Service Provider to sign this tender form and thus to acknowledge and accept the conditions in writing or to complete the attached forms, questionnaires and specifications in all respects, may invalidate the tender.
2	Tenders should be submitted on the official forms and should not be qualified by the Service Provider's own conditions of tender. Failure to comply with these requirements or to renounce specifically the Service Provider's own conditions of tender, when called upon to do so may invalidate the tender.
3	If any of the conditions on this tender form are in conflict with any special conditions, stipulations or provisions incorporated in the tender, such special conditions, stipulations or provisions shall apply.

## TABLE 1: PROPOSED WORK PLAN

**[NOTE:** *How does your organisation execute engineering projects?*]

Attach a document outlining your typical method statement with specific attention to the scope of services and any envisaged particular constraints or challenges. The plan should address the following:

1. Project Lifecycle as outlined in the various gazetted engineering services guidelines;
  - Inception
  - Concept and Viability / Preliminary Design
  - Design Development / Detail Design
  - Documentation and Procurement – Scope of Works Information, Specifications, BOQ and Tender Evaluation Criteria etc.
  - Contract Administration and Inspection – On site construction management including Risk Management, Quality Assurance and Health & Safety Management etc.
  - Project close-out.
2. Consideration of the Project Management Knowledge areas to ensure adherence to the stipulated project quality, cost and time milestones.

NAME: .....

POSITION: .....

SIGNATURE: .....

DATE: .....

(of person authorised to sign on behalf of the tenderer)

## **8. SCHEDULE A: IMPORTANT CONDITIONS MISCELLANEOUS REQUIREMENTS**

- a. The tender forms are drawn up so that certain essential information is to be furnished in a specific manner. Any additional particular shall be furnished in the enclosed questionnaire or in a separate annexure;
- b. The tender forms should not be retyped or redrafted. Additional information may be provided in the submission at the back of the tender document clearly marked additional information;
- c. Should tender forms not be filled in by means of mechanical devices, for example typewriters, black ink must be used to fill in tenders;
- d. Service Provider shall check the numbers of the pages and satisfy themselves that none are missing or duplicated. No liability shall be accepted in regard to claims arising from the fact that pages are missing or duplicated. Each page must be initialled;
- e. The forms attached, shall be completed and submitted with the tender;
- f. Where items are specified in detail, the specifications form an integral part of the tender document and Service Providers shall indicate in the space provided whether the items offered are to specification or not;
- g. In respect of the paragraph where the items offered are strictly to specification, Service Providers shall insert the words “as specified”;
- h. In cases where the items are not to specification, the deviations from the specifications shall be indicated;
- i. The tender prices shall be given in units shown;
- j. All prices shall be quoted in South African currency;
- k. Unless specifically provided for in the tender document, no tenders transmitted by email, telegram, telex, facsimile or similar apparatus shall be considered;
- l. These conditions form part of the tender and failure to comply therewith may invalidate a tender;
- m. Service Providers are requested to promote local content optimally.



## 9. SCHEDULE B: LIST OF CONTACTABLE REFERENCES

- a. Contactable customer list (minimum of THREE and maximum of TEN references) of contracts of similar size and/or value.
- b. These references should include the name of the entity, nature of contract, contact person (contract manager) and office telephone number.
- c. No references provided should be older than three (3) years.
- d. The following mandatory requirements:
  - i. NAME OF COMPANY/CLIENT
  - ii. CONTACT PERSON
  - iii. TELEPHONE NUMBER
  - iv. CONTRACT VALUE
  - v. NATURE OF CONTRACT
  - vi. DURATION OF CONTRACT

No.	CLIENT	CONTACT	TELEPHONE/CELL	DESCRIPTION	VALUE OF CONTRACT	DURATION
1						
2						
3						
4						
5						
6						
7						
8						
9						

## 10. SCHEDULE C: PRICING SCHEDULE

### a. SCHEDULE OF PRICES – CONDITIONS

- i. This schedule of prices forms part of and is to be read in conjunction with the Contract Documents.
- ii. The Contractor shall sign all schedules. If the schedule is signed but not completed it will be assumed that the specific schedule is not applicable.
- iii. This schedule refers to a rate per hour and not to the entire quantity required for this project.
- iv. The unit per hour entered in the schedule shall include the cost of all smaller items necessary for the complete installation according to the schedule.
- v. **Where an item necessary for this contract has not been listed, the Tenderer shall add this item to the schedule.**
- vi. In the event of there being tendered rate per hour which are declared by IKHALA to be unacceptable, because they are either excessively low or high or not in proper balance with other rates, the Tenderer may be required to produce evidence and advance arguments in support of the tendered rates or prices objected to.
- vii. If, after submission of such evidence and any further evidence requested, IKHALA is still not satisfied with the tendered rates or prices objected to, he may request the Tenderer to amend these rates along the lines indicated by IKHALA.
- viii. The extent of the works is controlled by the funds allocated for this project. The Employer reserves the right to reduce/increase the quantum of the works without adjusting the tendered rates to comply with the available funds.
- ix. Value Added tax (15 %) will be payable by IKHALA and shall be charged by the Contractor in terms of the applicable legislation.
- x. All requirements are provisional

## 11. ANNUAL PRICE ESCALATION

The Contractor shall provide in the following table for the % value or calculation formula or methodology to be used for annual rate increases. Such increases shall only be applicable to the labour rate per hour. **Failure to complete this table shall result in the rates for years 2 and 3 being the same as year 1 implying that the Contractor shall not be allowed any rate increase for year 2**

Values shall be percentage based. For formulas, please ensure that all supporting documentation is supplied and abbreviations are clearly defined. Use a covering letter if you have to expand.

No.	Description	Value/Formula
11.1	Year 1	-----Fixed-----
11.2	Year 2	

## SECTION 5A

### GENERAL CONDITIONS OF CONTRACT

#### 1. Definitions

The following terms shall be interpreted as indicated:

- 1.1 **“Closing time”** means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 **“Contract”** means the written agreement entered into between the Purchaser and the Supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 **“Contract price”** means the price payable to the Supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 **“Corrupt practice”** means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 **“Countervailing duties”** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 **“Country of origin”** means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 **“Day”** means calendar day.
- 1.8 **“Delivery”** means delivery in compliance with the conditions of the contract or order.
- 1.9 **“Delivery ex stock”** means immediate delivery directly from stock actually on hand.
- 1.10 **“Delivery into consignee’s store or to his site”** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the Supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 **“Dumping”** occurs when a private enterprise abroad markets its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 **“ Force majeure”** means an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

- 1.13 **“Fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 **“GCC”** means the General Conditions of Contract.
- 1.15 **“Goods”** means all of the equipment, machinery, and/or other materials that the Supplier is required to supply to the Purchaser under the contract.
- 1.16 **“Imported content”** means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the Supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 **“Local content”** means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.18 **“Manufacture”** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 **“Order”** means an official written order issued for the supply of goods/works or the rendering of a service.
- 1.20 **“Project site”** where applicable, means the place indicated in bidding documents.
- 1.21 **“Purchaser”** means the Institution purchasing the goods/works and/or service.
- 1.22 **“Republic”** means the Republic of South Africa.
- 1.23 **“SCC”** means the Special Conditions of Contract.
- 1.24 **“Services”** means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the Supplier covered under the contract.
- 1.25 **“Written”** or **“in writing”** means handwritten in ink or any form of electronic or mechanical writing.

## 2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but **excluding immovable property**, unless otherwise indicated in the bidding documents.

- 2.2 Where applicable, Special Conditions of Contract are also laid down to cover specific Suppliers, services or works.
- 2.3 Where such Special Conditions of Contract are in conflict with these general conditions, the special conditions shall apply.

### **3. General**

- 3.1 Unless otherwise indicated in the bidding documents, the Purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za).

### **4. Standards**

- 4.1 The goods/works and/or service supplied shall conform to the standards mentioned in the bidding documents and specifications.

### **5. Use of Contract Document and Information; Inspection**

- 5.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier's performance under the contract if so required by the Purchaser.
- 5.4 The Supplier shall permit the Purchaser to inspect the Supplier's records relating to the performance of the Supplier and to have them audited by auditors appointed by the Purchaser, if so required by the Purchaser.

### **6. Patent Rights**

- 6.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the Purchaser.

## **7. Performance Security**

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified on the SCC.
- 7.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the Purchaser and shall be in one of the following forms:
  - a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Purchaser's country or abroad, acceptable to the Purchaser, in the form provided in the bidding documents or another form acceptable to the Purchaser; or
  - b) A cashier's or certified cheque.
- 7.4 The performance security will be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

## **8. Inspection, Tests and Analysis**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Institution or an organization acting on behalf of the Institution.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period, it is decided that inspections shall be carried out, the Purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the Purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the Supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.



- 8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the Supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies, which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the Supplier's cost and risk. Should the Supplier fail to provide the substitute supplies forthwith, the Purchaser may, without giving the Supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the Supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the Purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

## **9. Packaging**

- 9.1 The Supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Purchaser.

## **10. Delivery and Documents**

- 10.1 Delivery of the goods shall be made by the Supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the Supplier are specified in SCC.
- 10.2 Documents to be submitted by the Supplier are specified in SCC.

## **11. Insurance**

- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

## **12. Transportation**

- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

## **13. Incidental Services**

- 13.1 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this contract;
- e) training of the Purchaser's personnel, at the Supplier's plant; and /or
- f) on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the Supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

#### **14. Spare Parts**

14.1 Specified in SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- a) such spare parts as the Purchaser may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the contract; and
- b) in the event of termination of production of the spare parts:
  - i. Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and
  - ii. following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

#### **15. Warranty**

15.1 The Supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The Supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Purchaser's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.

- 15.4 Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the Purchaser.
- 15.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights, which the Purchaser may have against the Supplier under the contract.

## **16. Payment**

- 16.1 The method and conditions of payment to be made to the Supplier under this contract shall be specified in SCC.
- 16.2 The Supplier shall furnish the Purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the Purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the Supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

## **17. Prices**

- 17.1 Prices charged by the Supplier for goods/works delivered and/or services rendered under the contract shall not vary from prices quoted by the Supplier in this bid, with an exception of any price adjustments authorized in SCC or Purchaser's request for bid validity extension, as the case may be.

## **18. Contract Amendments**

- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

## **19. Assignment**

- 19.1 The Supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the Purchaser's prior written consent.

## **20. Subcontractors**

- 20.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Supplier from any liability or obligation under the contract.

## **21. Delay in Supplier's Performance**

- 21.1 Delivery of the goods/works and/or performance of services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the contract.
- 21.2 If at any time during performance of the contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods/works and/or performance of services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at his discretion extend the Supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the Supplier's point of supply is not situated at or near the place the supplies are required or the Supplier's supplies/services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the Purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the Supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the Supplier.

## **22. Penalties**

- 22.1 Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the goods/works and/or to perform the services within the period(s) specified in the contract, the Purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods/works and/or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The Purchaser may also consider termination of the contract pursuant to GCC Clause 23.

## 23. Termination for Default

- 23.1 The Purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, may terminate this contract in whole or in part:
- a) if the Supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 21.2;
  - b) if the Supplier fails to perform any other obligation(s) under the contract; or
  - c) if the Supplier, in the judgment of the Purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the Purchaser terminates the contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, goods/works and/or services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar goods/works and/or services. However, the Supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the Purchaser terminates the contract in whole or in part, the Purchaser may decide to impose a restriction penalty on the Supplier by prohibiting such Supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a Purchaser intends imposing a restriction on a Supplier or any person associated with the Supplier, the Supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the Supplier fail to respond within the stipulated fourteen (14) days the Purchaser may regard the intended penalty as not objected against and may impose it on the Supplier.
- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the Purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the Supplier and / or person restricted by the Purchaser;
  - (ii) the date of commencement of the restriction;
  - (iii) the period of restriction; and
  - (iv) the reasons for the restriction.
- These details will be loaded in the National Treasury's central database of Suppliers or persons prohibited from doing business with the public sector.
- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register,

the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

## **24. Anti-Dumping and Countervailing Duties and Rights**

- 24.1 When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

## **25. Force Majeure**

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the Supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract as a result of an event of Force Majeure.
- 25.2 If a force majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

## **26. Termination for Insolvency**

- 26.1 The Purchaser may at any time terminate the contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

## **27. Settlement of Disputes**

- 27.1 If any dispute or difference of any kind whatsoever arises between the Purchaser and the Supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of his intention to commence with mediation. No mediation

in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

- a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- b) the Purchaser shall pay the Supplier any monies due the Supplier.

## **28. Limitation of Liability**

28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;

- a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay penalties and/or damages to the Purchaser; and
- b) the aggregate liability of the Supplier to the Purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## **29. Governing Language**

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

## **30. Applicable Law**

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

## **31. Notices**

31.1 Every written acceptance of a bid shall be posted to the Supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

### **32. Taxes and Duties**

- 32.1 A foreign Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's country.
- 32.2 A local Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the Purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the institution must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

### **33. National Industrial Participation Programme**

- 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

### **34. Prohibition of Restrictive Practices**

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the Purchaser, has / have engaged in the restrictive practice referred to above, the Purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the Purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.



## SECTION 5B

### SPECIAL CONDITIONS OF CONTRACT

Supplement to General Conditions of Contract

Whenever there is a conflict the provisions in the SCC shall provide.

*Note: this is to be completed separately for every bid if applicable, to supplement the General Conditions of Contract*

#### 1. Performance Security

- 1.1 In terms of 7.1 of the GCC, the performance security in the amount of **R0.00** is to be provided by the service provider. N/A Clause.
- 1.2 In terms of 7.4 of the GCC, the purchaser will discharge their performance security to the supplier, not later than **N/A**, following the date of completion of the suppliers' performance obligations.

#### 2. Packaging

- 2.1 In terms of 9.2 of the GCC, specific packing, marking and documentation within and outside the packages shall comply with the following additional requirements: N/A.

#### 3. Delivery and Documents

- 3.1 With reference to 10.1 of the GCC, shipping details to be furnished by the supplier include: N/A
- 3.2 With reference to 10.2 of GCC, documents to be submitted by the supplier include: N/A.

#### 4. Insurance

- 4.1 With reference to 11.1 of the GCC, provision of Insurance of goods/services include (certificate of insurance to be included): **Supplier to arrange own insurance for all goods and services until such time as the commissioned infrastructure has been officially handed over to the Client.**

#### 5. Incidental Services

- 5.1 With reference to 13.1 of the GCC, additional services to be provided by the supplier include: None.

#### 6. Spare Parts

- 6.1 With reference to 14.1 of the GCC, information to be provided by the supplier pertaining to spare parts, manufactured or distributed by the supplier: Refer to pricing schedules for spares.

## **7. Warranty**

- 7.1 With reference to 15.2 of the GCC, the warranty period is varied as follows: **12 months from date of INVOICE.**
- 7.2 With reference to 15.4 of the GCC, the supplier shall within **14 calendar days**, repair or replace defective goods or parts.

## **8. Payment**

- 8.1 With reference to 16.1 of the GCC, conditions of payment to the supplier include:
- The Supplier shall submit detailed payment certificates to IKHALA on a monthly basis. The payment certificates shall include a full copy of the BoQ inclusive of measured quantities of materials either on site or installed.

## **9. Prices**

- 9.1 With reference to 17.1 of GCC, authorized price adjustments include: **Refer to TABLE C3: ANNUAL PRICE ESCALATION.**

## **10. Settlements of disputes**

- 10.1 With reference to 27.4 of the GCC, mediation procedures include: To be agreed by both parties.

## **11. Applicable law**

- 11.1 With reference 30.1 of GCC, other laws applicable other than South African laws: None.