



# LIMPOPO

PROVINCIAL GOVERNMENT  
REPUBLIC OF SOUTH AFRICA

---

## DEPARTMENT OF PUBLIC WORKS, ROADS & INFRASTRUCTURE

### TENDER DOCUMENT

#### INVITATION TO TENDER FOR PROFESSIONAL SERVICES:

#### **QUANTITY SURVEYING SERVICES**

FOR THE FOLLOWING PROJECT:

**SEKHUKHUNE: NEW DISTRICT GOVERNMENT OFFICE COMPLEX IN JANE FURSE**

**LDPW-PROF/20627**

**MARCH 2026**

**Name of tenderer: .....**

**Issued by:**

Limpopo Department of Public Works, Roads and Infrastructure  
Works Towers Building  
43 Church Street  
Polokwane  
0700

**Contact Person: General Queries**

Name : Mr Motsopye NJ  
Tel No. : 015 284 7126  
Email : motsopyenj@dpw.limpopo.gov.za

**Technical: Technical Queries**

Name : Mr. A. Greyling  
Tel No. : 015 284 7355  
Email : greylingaj@dpw.limpopo.gov.za

<b>CONTENTS</b>		
<b>Number</b>	<b>Heading</b>	<b>Page No.</b>
<b>The tender</b>		
<b>Part T1: Tendering procedures</b>		
T1.1	Tender notice and invitation to tender	4
T1.2	Tender data	5
<b>Part T2: Returnable documents</b>		
T2.1	List of returnable documents	11
T2.2	Returnable schedules	12
<b>The Contract</b>		
<b>Part C1: Agreements and Contract data</b>		
C1.1	Form of offer and acceptance	37
C1.2	Contract data	40
<b>Part C2: Pricing data</b>		
C2.1	Pricing Instructions	47
C2.2	Activity Schedule	49
<b>Part C3: Scope of Services</b>		
C3	Scope of Services	53
<b>Part C4: Site Information</b>		
C4	Site Information	59
<b>Annexures</b>		
Nil		

## T1.1 TENDER NOTICE AND INVITATION TO TENDER

The Limpopo Department of Public Works, Roads and Infrastructure invites tenderers for the appointment of a **PROFESSIONAL QUANTITY SURVEYING SERVICES FOR THE DESIGN AND CONSTRUCTION SUPERVISION AT THE SEKHUKHUNE GOVERNMENT OFFICE COMPLEX SITUATED IN JANE FURSE (LIMPOPO PROVINCE)**.

The Conditions of Tender applicable to this contract are the Standard Conditions of Tender as contained in Annexure C of the CIDB Standard for Uniformity in Construction Procurement (August 2019) as published in Government Gazette No. 42622, Department of Public Works Notice 423 & SANS 10845. (See [www.cidb.org.za](http://www.cidb.org.za)), to which tenderers are referred to for their information purposes in relation to this Tender Data.

Project Name	<b>PROFESSIONAL QUANTITY SURVEYING SERVICES FOR THE DESIGN AND CONSTRUCTION SUPERVISION AT THE SEKHUKHUNE GOVERNMENT OFFICE COMPLEX SITUATED IN JANE FURSE (LIMPOPO PROVINCE).</b>	
Tender Number	LDPWRI-PROF/20627	
Tender documents availability	Limpopo Department of Public Works, Roads and Infrastructure website	
Address for submission of tenders	DEPARTMENT OF PUBLIC WORKS, ROADS & INFRASTRUCTURE. Physical address: Corner River and Blaauwberg Streets, Ladanna, 0699.	
Closing date of the tender	As per Tender Bulletin	
Closing time of the tender	As per Tender Bulletin	
Compulsory briefing meeting (Tenderers must sign the attendance register in the name of the tendering entity. Addenda (if any) will be issued only to those tendering entities appearing on the attendance register)	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
	Meeting venue	Not Applicable
	Date	Not Applicable
	Time	Not Applicable
Evaluation criteria	<ol style="list-style-type: none"> <li>1. Compliance with mandatory or compulsory requirements</li> <li>2. Functionality</li> <li>3. Price and Specific Goals</li> </ol>	
Enquiries	<p><b>General :</b></p> <p>Name : Mr Motsopye NJ Tel No. : 015 284 7126 Email : motsopyenj@dpw.limpopo.gov.za</p> <p><b>Technical:</b></p> <p>Name : Mr. A. Greyling Tel No. : 015 284 7355 Email : greylingaj@dpw.limpopo.gov.za</p>	

## Part T1: Tendering procedures

## T1.2 TENDER DATA

### T1.2.1 Standard Conditions of Tender

The conditions of tender are the latest edition of SANS 10845-3: Standard Conditions of Tender as contained in Annexure C of the CIDB Standard for Uniformity in Construction Procurement (August 2019) as published in Government Gazette No. 42622, Department of Public Works Notice 423 & SANS 10845. (See [www.cidb.org.za](http://www.cidb.org.za)), to which tenderers are referred to for their information purposes in relation to this Tender Data. SANS 10845-3 makes several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the provisions of SANS 10845-3.

Each item of data given below is cross-referenced to the clause in SANS 10845-3 to which it mainly applies.

All references to the terms: "Tender", "Tenders", "bidders", "bid", and/or "Tenderer" and "Tenderers" in these documents and the Conditions of Tender shall have the same meaning as each other and shall be of equal force.

The following variations, amendments and additions to the Standard Conditions of Tender as set out in the Tender Data below shall apply to this tender.

Clause Number	Tender Data
C.1.1	The Employer is the <b>Limpopo Department of Public Works, Roads and Infrastructure.</b>
C.1.2	<p>For this Contract the <b>single volume</b> approach is adopted.</p> <p>This procurement document has been formatted and compiled under the headings for a single volume approach as contained in table 6 of the CIDB's "Standard for Uniformity in Construction Procurement."</p> <p>The tendering Service Provider's attention is specifically drawn to the T2 Returnable Documents identified in the T2.1 List of Returnable Documents and in the T2.2 Returnable Schedules. The Returnable Documents must be obtained and the Returnable Schedules must be completed by a tenderer when submitting a tender. The tenderer must complete these documents, including the "Offer" document in C1.1 Form of Offer and Acceptance, <b>and deliver his tender back to the Employer bound as it was received.</b></p> <p>The tender document, issued by the Employer, comprises the following separate identifiable documents collectively forming the "Tender Document in a single volume":</p> <p><u>The Tender</u></p> <p>T1: Tendering Procedures</p> <p style="padding-left: 20px;">T1.1 Notice and Invitation to Tender</p> <p style="padding-left: 20px;">T1.2 Tender Data</p> <p>T2: Returnable Documents</p> <p style="padding-left: 20px;">T2.1 List of Returnable Documents</p> <p style="padding-left: 20px;">T2.2 Returnable Schedules</p> <p><u>The Contract</u></p> <p>C1: Agreement and Contract Data</p> <p style="padding-left: 20px;">C1.1 Form of Offer and Acceptance</p> <p style="padding-left: 20px;">C1.2 Contract Data</p> <p>C2: Pricing Data</p> <p style="padding-left: 20px;">C2.1 Pricing Instructions</p>

	<p>C2.2 Activity Schedule</p> <p>C3: Scope of Services</p> <p>C4: Site Information</p>
C.1.4	The Employer's agent for the purpose of this tender is deemed to be the authorised and designated representative of the Employer, who will be the departmental project manager as noted in T1.1.6 Notice and Invitation to Tender.
C.2.1	<p><b><u>Tenders will only be considered for acceptance if</u></b> (i.e. will only be regarded as responsive if):</p> <p>1) The tenderer:</p> <p style="padding-left: 40px;">a) is registered in terms of the Companies Act, 2008 (Act 71 of 2008) or Close Corporation Act, 1984, (Act No. 69 of 1984) or, if a partnership, has in place a partnership agreement that enables the partnership to automatically continue to function in the event of a death or withdrawal of one of the partners; <b>Attach</b> company registration documents.</p> <p style="padding-left: 40px;">b) is not an unincorporated joint venture (i.e. the JV must be registered with CSD, CIPC and SARS as a JV, and all supporting documents must be submitted); and</p> <p>2) The tenderer is registered on the National Treasury Central Supplier Data Base (<a href="https://secure.csd.gov.za">https://secure.csd.gov.za</a>).</p> <p>3) The tendering Service Provider is</p> <p style="padding-left: 40px;">a) an architectural practice and which is owned and controlled by registered professional architects by at least a percentage determined by the South African Council for the Architectural Profession, in its Code of Professional Conduct, in terms of number, shareholding and voting power, who are registered in terms of the Architectural Professions Act, 2000 (Act no 44 of 2000), and who will hereafter be referred to as <b>registered principals</b> of the practice</p> <p style="padding-left: 40px;"><b>or</b></p> <p style="padding-left: 40px;">b) a multidisciplinary professional practice, that also practises architectural work, which architectural division / section is under the fulltime supervision of a registered professional architect, and which is owned and controlled by registered professionals by at least a percentage determined by any of the relevant professional Councils for cases pertaining to multi-disciplinary practices/business undertakings, in their respective Codes of Professional Conduct, in terms of number, shareholding and voting power, who are registered in terms of the</p> <p style="padding-left: 80px;">Architectural Professions Act, 2000 (Act no 44 of 2000), Landscape Architectural Profession Act, 2000 (Act no 45 of 2000), Engineering Profession Act, 2000 (Act no 46 of 2000), Construction and Project Management Profession Act, 2000 (Act no 48 of 2000) and/or Quantity Surveying Profession Act, 2000 (Act no 49 of 2000),</p> <p style="padding-left: 40px;">and who will hereafter be referred to as registered principals.</p> <p style="padding-left: 40px;">In the event of any legal entity, as meant above, being a listed public Company on the stock exchange, the percentages related to ownership and control referred to are to be made relevant to persons duly appointed as Directors of such entity.</p>
C.2.7	No tender clarification meeting will be held.

C2.8	<p><b>Seeking clarification</b></p> <p>Bidders are welcome to submit questions, which will be answered and uploaded to the department of Public Works, Roads and Infrastructure website as and when queries are received. All communications should be channelled through the contacts provided in this bid document.</p>
C2.11	<p><b>Alterations to the documents</b></p> <p>Bidders are required to not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All such alterations shall be initialled by all signatories to the tender. Corrections may not be made using correction fluid, correction tape or the like. Failure to comply with this condition will lead to disqualification.</p>
C2.12	<p><b>Alternative tender offer</b></p> <p>No alternative tender offer is permitted in this tender.</p>
C.2.13.3	Each tender offer communicated on paper shall be submitted as an original.
C.2.13.5	<p>The sealed original tender must be submitted to the employer by no later than the closing date and time.</p> <p><b>Location of tender box:</b> LIMPOPO DEPARTMENT OF PUBLIC WORKS, ROADS &amp; INFRASTRUCTURE.  <b>Physical address:</b> Corner River and Blaauwberg Streets, Ladanna, 0699  <b>Identification details:</b> Sealed Tender with Tender reference number, Title of Tender and the closing date and time of the tender.</p>
C.2.13.6	A two-envelope procedure will <b>not</b> be followed.
C2.13.9	<p>The employer will not accept telephonic, telegraphic, telex, facsimile or e-mailed tender offers. Failure to meet this requirement will lead to disqualification during the evaluation for compliance with administration of the tender.</p> <p>The tender document should be returned in printed and original form. It may not be re-typed or altered in any way. The documents must be completed in black ink (non-erasable) – in an eligible handwriting. Mistakes are to be corrected by drawing a line through it and writing the correct information above it. Tenderer should sign next to the correction. <b>Use of correction fluid is prohibited and bidders shall automatically be disqualified. In addition, submission of copy of copy is prohibited and will lead to disqualification.</b></p>
C.2.15	The closing time for submission of tenders is as advertised in the Tender Bulletin.
C.2.16	The tender validity period is <b>120 Days</b> .
C.2.19	The tenderer shall provide access for inspections to his offices as may be required by the Employer.
C.3.4	Tenders will not be opened immediately after the closing time for tenders.
C.3.11.1	The procedure for the evaluation of responsive tenders is <b>Method 4</b> .
C.3.11.3 and C.3.11.7	<p>The tenderers will be evaluated in three stages:</p> <p>a) <b>Stage 1: Eligibility and Administrative Compliance:</b> The Compliance or compulsory documents and returnable are detailed in Section T.2.1 of this tender document. Failure to submit, complete or comply with these requirements will lead to automatic disqualification.</p> <p>b) <b>Stage 2: Functionality:</b> Functionality of responsive bids submitted will be evaluated according to the predetermined criteria described below. Bidders are required to score a minimum number of evaluation points of <b>70</b> for functionality</p>

in order to proceed to the next phase of evaluation.

CRITERIA	DESCRIPTION	MAX. POINTS	MIN. POINTS REQUIRED
Bidder's previous experience	Bidder's Past Experience (bidders must score a minimum of 29)	45	29
Key Personnel	Background and experience of all key personnel proposed to undertake the services	45	31
Professional Indemnity	Professional Indemnity min. 75% of tender offer amount	10	10
<b>Maximum Possible Points</b>		<b>100</b>	<b>70</b>

a) **Stage 3: Price and Specific Goals**

The procedure for final evaluation of responsive tenders is Method 4 (Financial offer, quality and specific goals). The total number of tender evaluation points ( $T_{EV}$ ) shall be determined in accordance with the following formula.

$$T_{EV} = N_{FO} + N_P$$

$N_{FO}$  is the number of tender evaluation points awarded for the financial offer made. The score for financial offer is calculated using the following formula:

$$P = A * \left( 1 - \frac{(P_o - P_m)}{P_m} \right)$$

Where:

A is 90 since the estimated financial value of works inclusive of VAT is equals or is less than R 50,000,000.00.

P is the points awarded to the tender under consideration

$P_m$  is the lowest Comparative tender price

$P_n$  is the comparative price under consideration

$N_P$  is the number of tender evaluation points awarded for preferences claimed in accordance with the Preferencing Schedule in 3.18

The award will only be issued to contractors with valid Tax Clearance certificates, active CIDB grading and the contractor who meets all the legislative requirement – this shall be verified by SCM in line with the departmental SCM Policy.

<p>C.3.11.3 (continued)</p>	<p>Scoring for Specific Goals:</p> <p>Up to 10 Specific Goal points will be allocated according to the following *table:</p> <table border="1" data-bbox="336 338 1481 1160"> <thead> <tr> <th data-bbox="336 338 1198 600">The specific goals allocated points in terms of this tender</th> <th data-bbox="1198 338 1481 600">Number of points allocated (90/10 system) (To be completed by the organ of state)</th> </tr> </thead> <tbody> <tr> <td data-bbox="336 600 1198 730">Enterprises owned by People with Disabilities <b>(Submit: Disability certificate issued by health professionals)</b></td> <td data-bbox="1198 600 1481 730">1</td> </tr> <tr> <td data-bbox="336 730 1198 831">Enterprises owned by Women <b>(Submit: Central Supplier Database (CSD).</b></td> <td data-bbox="1198 730 1481 831">4</td> </tr> <tr> <td data-bbox="336 831 1198 931">Small, Medium and Micro Enterprises (SMMEs). <b>(Submit: Central Supplier Database (CSD).</b></td> <td data-bbox="1198 831 1481 931">1</td> </tr> <tr> <td data-bbox="336 931 1198 1032">Enterprises owned by Youth. <b>(Central Supplier Database (CSD).</b></td> <td data-bbox="1198 931 1481 1032">1</td> </tr> <tr> <td data-bbox="336 1032 1198 1160">Enterprises located in Limpopo Province <b>(Attach municipal utility bill or lease agreement or proof of residence from tribal authority or municipal council)</b></td> <td data-bbox="1198 1032 1481 1160">3</td> </tr> </tbody> </table> <p>The tenderer is required to indicate in form <b>SDB 6.1</b> how they claim points for each preference point system and attached relevant supporting documents.</p> <p>NOTE: The means of verification as indicated in bold above <b>MUST BE SUBMITTED</b> in order for the claimed points to be awarded.</p>	The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Enterprises owned by People with Disabilities <b>(Submit: Disability certificate issued by health professionals)</b>	1	Enterprises owned by Women <b>(Submit: Central Supplier Database (CSD).</b>	4	Small, Medium and Micro Enterprises (SMMEs). <b>(Submit: Central Supplier Database (CSD).</b>	1	Enterprises owned by Youth. <b>(Central Supplier Database (CSD).</b>	1	Enterprises located in Limpopo Province <b>(Attach municipal utility bill or lease agreement or proof of residence from tribal authority or municipal council)</b>	3
The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)												
Enterprises owned by People with Disabilities <b>(Submit: Disability certificate issued by health professionals)</b>	1												
Enterprises owned by Women <b>(Submit: Central Supplier Database (CSD).</b>	4												
Small, Medium and Micro Enterprises (SMMEs). <b>(Submit: Central Supplier Database (CSD).</b>	1												
Enterprises owned by Youth. <b>(Central Supplier Database (CSD).</b>	1												
Enterprises located in Limpopo Province <b>(Attach municipal utility bill or lease agreement or proof of residence from tribal authority or municipal council)</b>	3												
<p>C3.13</p>	<p>Tender offers will only be accepted if:</p> <ul style="list-style-type: none"> <li>a) the tenderer is registered on the Central Supplier Database (CSD) for the South African government (see <a href="https://secure.csd.gov.za/">https://secure.csd.gov.za/</a> ) unless it is a foreign supplier with no local registered entity</li> <li>b) the tenderer provides written proof from SARS that the tenderer either has no tax obligations or has made arrangements to meet outstanding tax obligations;</li> <li>c) the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;</li> <li>d) the tenderer has not:             <ul style="list-style-type: none"> <li>i) abused the Employer's Supply Chain Management System; or</li> <li>ii) had a previous government contract cancelled due to the consultants poor performance;</li> </ul> </li> <li>and</li> <li>e) the tenderer has completed the Compulsory Declaration and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process;</li> <li>f) The tenderer is not appearing on the list of blacklisted service providers;</li> </ul> <p>Meet all the requirements as stated in this tender document.</p>												
<p>C.3.17</p>	<p>The number of paper copies of the signed contract to be provided by the employer is <u>one</u>.</p>												

## **T2: RETURNABLE DOCUMENTS**

This tender document in its entirety, duly initialled on each page, all returnable documents, which must be attached to this tender document, and all returnable schedules must be returned when the tender is submitted.

## T2.1 LIST OF RETURNABLE DOCUMENTS (to be obtained / compiled by the tenderer and attached to this tender).

1. The following forms, certificates and schedule are required for evaluation of tender responsiveness.
  - a) Fully Completed Activity Schedule
  - b) Fully Completed and signed Form of Offer
  - c) Submission of fully completed and signed Standard Bidding Documents
    - 1.1. SBD 1: Invitation to bid
    - 1.2. SBD 3.1: Pricing Schedule – Firm Prices
    - 1.3. SBD 4: Bidder's Disclosure
    - 1.4. SBD 6.1: Reference Points claim form in terms of the Preferential Procurement Regulations 2022 or amended
  - d) Fully completed signed Record of Addenda to tender documents
  - e) Fully completed signed Proposed Amendments and Qualifications (if applicable)
  - f) Fully completed signed Compulsory Declaration
  - g) Fully completed signed Certificate of Authority
  - h) Full CSD Report
  
2. Failure to submit the following will lead to automatic disqualification:
  - a) Fully Completed Activity Schedule ("amount should be the same as that in the form of offer")
  - b) Fully Completed and signed Form of Offer
  - c) Fully completed signed Compulsory Declaration
  - d) SBD 4: Bidder's Disclosure
  - e) Fully completed signed Certificate of Authority
  
3. The following returnable documents are **required for tender evaluation purposes. Tenderers will not be disqualified for failure to submit or complete these returnable documents. However, it will affect the awarding of points during evaluations.**
  - a. Practical and Final completion certificates on the completed projects.
  - b. Curriculum Vitae of all key staff allocated to this project, indicating their experience and qualifications and professional registration with relevant council or body.
  - c. Certified copies (not older than 6 months) of all qualifications, professional registrations
  - d. Certified copy of the company's directors' identity documents not older than six (6) months. No copy of a certified copy will be accepted.
  - e. Valid Professional Indemnity certificate
  - f. COIDA (Compensation for Occupational Injuries and Diseases) registration certificate, e.g. Letter of Good Standing
  - g. Proof of company address
  - h. Valid Professional Indemnity (At least 75% of Bid Value)

## T 2.2: RETURNABLE SCHEDULE

No.	Document Name	Disqualifying Criteria?	Returnable Checklist Submitted/ Completed?
1.	Fully completed Activity Schedule	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.	Fully completed and signed Form of Offer	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.	SBD 1: Invitation to Bid	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.	SBD 3.1: Pricing Schedule – Firm Prices	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.	SBD 4: Bidder's Disclosure	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
6.	SBD 6.1: Reference Points claim form in terms of the Preferential Procurement Regulations 2022 or amended	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.	Record of Addenda to tender documents	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
8.	Proposed Amendments and Qualifications	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
9.	Compulsory Declaration	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
10.	Certificate of Authority	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
11.	CSD Report	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
12.	COIDA (Compensation for Occupational Injuries and Diseases) registration certificate, e.g. Letter of Good Standing	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
13.	Certified Company Registration Documents and Directors' ID copies	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
14.	Practical and Final completion certificates on the completed projects.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
15.	Valid Professional Indemnity	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
16.	Proof of company address	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
17.	Curriculum Vitae & Qualifications of all key staff	<input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No



**LIMPOPC**  
 PROVINCIAL GOVERNMENT  
 REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF

**Record of Addenda to tender documents**

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

No.	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Tenderer \_\_\_\_\_



**LIMPOPC**  
 PROVINCIAL GOVERNMENT  
 REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF

**Proposed amendments and qualifications**

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule.

Page	Clause or item	Proposal

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Tenderer \_\_\_\_\_

The Tenderer's attention is drawn to clause 5.8 of SANS 10845-3 regarding the employer's handling of material deviations and qualifications.





**LIMPOPC**  
 PROVINCIAL GOVERNMENT  
 REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF

**Compulsory Declaration**

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

**Section 1: Enterprise Details**

<b>Name of enterprise:</b>	
<b>Contact person:</b>	
<b>Email:</b>	
<b>Telephone:</b>	
<b>Cell no</b>	
<b>Fax:</b>	
<b>Physical address</b>	
<b>Postal address</b>	

**Section 2: Particulars of companies and close corporations**

<b>Company / Close Corporation registration number</b>	
--	--

**Section 3: SARS Information**

<b>Tax reference number</b>	
<b>VAT registration number:</b>	<i>(State if not registered for VAT)</i>

**Section 4: CIDB registration number: N/A**

**Section 5: National Treasury Central Supplier Database**

<b>Supplier registration number/ Unique registration reference number</b>	
---	--

**Section 6: Particulars of principals**

**principal:** means a natural person who is a partner in a partnership, a sole proprietor, a director of a company established in terms of the Companies Act of 2008 (Act No. 71 of 2008) or a member of a close corporation registered in terms of the Close Corporation Act, 1984, (Act No. 69 of 1984).

Full name of principal	Identity number	Personal tax reference number

Attach separate page if necessary

**Section 7: Record in the service of the state**

Indicate by marking the relevant boxes with a cross, if any principal is currently or has been within the last 12 months in the service of any of the following:

- a member of any municipal council
- a member of any provincial legislature
- a member of the National Assembly or the National Council of Province
- a member of the board of directors of any municipal entity
- an official of any municipality or municipal entity
- an employee of any department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act of 1999 (Act No. 1 of 1999)
- a member of an accounting authority of any national or provincial public entity
- an employee of Parliament or a provincial legislature

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

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

\*insert separate page if necessary

**Section 8: Record of family member in the service of the state**

**family member:** a person's spouse, whether in a marriage or in a customary union according to indigenous law, domestic partner in a civil union, or child, parent, brother, sister, whether such a relationship results from birth, marriage or adoption

Indicate by marking the relevant boxes with a cross, if any family member of a principal as defined in section 5 is currently or has been within the last 12 months been in the service of any of the following:

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

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

\*insert separate page if necessary

**Section 9: Record of termination of previous contracts with an organ of state**

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

Yes       No (Tick appropriate box)

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

**Section 10: Declaration**

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

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

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Enterprise \_\_\_\_\_



**LIMPOPC**  
 PROVINCIAL GOVERNMENT  
 REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF

**Certificate of Authority**

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category.

**NB: Complete relevant section. Do not write "See Attached"**

A Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation
		N / A		

**A. Certificate for company**

I,....., chairperson of the board of directors of ..... hereby confirm that by resolution of the board (copy attached) taken on .....20...., Mr/Mrs.....acting in the capacity of.....,was authorised to sign all documents in connection with this tender and any contract resulting from it on behalf of the company.

As witness

1.....  
Chairman

2.....  
Date

**B. Certificate of partnership**

We, the undersigned, being the key partners in the business trading as ..... hereby authorise Mr/Mrs....., acting in the capacity of.....to sign all documents in connection with the tender for Contract.....and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

**SBD 1**

**PART A: INVITATION TO BID**

**YOU ARE HEREBY INVITED TO TENDER FOR REQUIREMENTS OF THE LIMPOPO DEPARTMENT OF PUBLIC WORKS, ROADS & INFRASTRUCTURE**

<b>TENDER NUMBER:</b>	LDPWRI-PROF/20627	<b>CLOSING DATE</b>	07/04/2026	<b>CLOSING TIME:</b>	11:00am
<b>DESCRIPTION</b>	PROFESSIONAL QUANTITY SURVEYING SERVICES FOR THE DESIGN AND CONSTRUCTION SUPERVISION AT THE SEKHUKHUNE GOVERNMENT OFFICE COMPLEX SITUATED IN JANE FURSE (LIMPOPO PROVINCE)				

TENDER RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE TENDER BOX SITUATED AT (STREET ADDRESS):

DEPARTMENT OF PUBLIC WORKS, ROADS & INFRASTRUCTURE.  
Physical address: Corner River and Blaauwberg Streets, Ladanna, 0699.

**TENDERING PROCEDURE ENQUIRIES MAY BE DIRECTED TO**

<b>CONTACT PERSON</b>	Mr. NJ Motsopye		
<b>TELEPHONE NUMBER</b>	015 284 7126	<b>E-MAIL ADDRESS</b>	motsopyen@dpw.limpopo.gov.za
<b>CONTACT PERSON (TECHNICAL)</b>	Mr. A. Greyling		
<b>TELEPHONE NUMBER</b>	015 284 7355	<b>E-MAIL ADDRESS</b>	greylingaj@dpw.limpopo.gov.za

**SUPPLIER INFORMATION**

<b>NAME OF TENDERER</b>					
<b>REGISTERED ADDRESS</b>					
<b>STREET ADDRESS</b>					
<b>TELEPHONE NUMBER</b>	<b>CODE</b>		<b>NUMBER</b>		
<b>CELLPHONE NUMBER</b>					
<b>E-MAIL ADDRESS</b>					
<b>TAX REGISTRATION NUMBER</b>					
<b>SUPPLIER COMPLIANCE STATUS</b>	<b>TAX COMPLIANCE SYSTEM PIN:</b>	<b>OR</b>	<b>CENTRAL SUPPLIER DATABASE No:</b>	<b>MAAA</b>	

<b>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	<b>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
--	--	---	--

**QUESTIONNAIRE TO TENDERING FOREIGN SUPPLIERS**

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO

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

**PART B: TERMS AND CONDITIONS FOR TENDERING**

**1. TENDER SUBMISSION:**

- 1.1. TENDERS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE TENDERS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL TENDERS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE TENDER DOCUMENT.**
- 1.3. THIS TENDER IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL TENDERER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

**2. TAX COMPLIANCE REQUIREMENTS**

- 2.1 TENDERERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 TENDERERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 TENDERERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE TENDER.
- 2.5 IN TENDERS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE TENDERER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO TENDERS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF TENDERER: .....

CAPACITY UNDER WHICH THIS TENDER IS SIGNED: .....  
(Proof of authority must be submitted e.g. company resolution)

DATE: .....



**LIMPOPO**  
 PROVINCIAL GOVERNMENT  
 REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF

**SBD 4: BIDDER'S DISCLOSURE**

**1. PURPOSE OF THE FORM**

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

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

**2. Bidder's declaration**

2.1. Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state?

**YES/NO**

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

Full Name	Identity Number	Name of State institution

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

2.2. Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

YES/NO

2.2.1. If so, furnish particulars:

.....  
.....

2.3. Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES/NO

2.3.1 If so, furnish particulars:

.....  
.....

### 3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

---

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

- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

**PRICING SCHEDULE**  
(Professional Services)

NAME OF BIDDER: ..... BID NO: LDPWRI – PROF /20627

CLOSING TIME 11:00 ..... CLOSING DATE: 07/04/2026

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
---------	-------------	--

1. The accompanying information must be used for the formulation of proposals.

2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.

R.....

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION

HOURLY RATE

DAILY RATE

-----  
-----  
-----  
-----  
-----

R-----  
R-----  
R-----  
R-----  
R-----

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

-----  
-----  
-----  
-----

R----- days  
R----- days  
R----- days  
R----- days

5.1 Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED

RATE

QUANTITY

AMOUNT

-----  
-----  
-----  
-----

.....  
.....  
.....  
.....  
R.....  
R.....  
R.....  
R.....

TOTAL: R.....

\*\* "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance contributions and skills development levies.

Name of Bidder: .....

5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....	.....	.....	R.....
.....	.....	.....	R.....
.....	.....	.....	R.....
.....	.....	.....	R.....
TOTAL: R.....			

- 6. Period required for commencement with project after acceptance of bid .....  
.....
- 7. Estimated man-days for completion of project .....  
.....
- 8. Are the rates quoted firm for the full period of contract? \*YES/NO
- 9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index. ....  
.....  
.....  
.....

~~\*[DELETE IF NOT APPLICABLE]~~

Any enquiries regarding bidding procedures may be directed to the –

(INSERT NAME AND ADDRESS OF DEPARTMENT/ENTITY)

Tel:

Or for technical information –

(INSERT NAME OF CONTACT PERSON)

Tel:



**LIMPOPC**  
PROVINCIAL GOVERNMENT  
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF

## **SBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022**

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

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

### **1. GENERAL CONDITIONS**

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

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

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

- a) The applicable preference point system for this tender is the **90/10** preference point system.

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS	10
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

P<sub>s</sub> = Points scored for price of tender under consideration

P<sub>t</sub> = Price of tender under consideration

$P_{min}$  = Price of lowest acceptable tender

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

80/20

or

90/10

$$P_s = 80 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right) \quad \text{or} \quad P_s = 90 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where

$P_s$  = Points scored for price of tender under consideration

$P_t$  = Price of tender under consideration

$P_{max}$  = Price of highest acceptable tender

### 4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Enterprises owned by People with Disabilities (Submit: Disability certificate issued by health professionals)	1	-		-
Enterprises owned by Women (Submit: Central Supplier Database (CSD).	4	-		-
Small, Medium and Micro Enterprises (SMMEs). (Submit: Central Supplier Database (CSD).	1	-		-
Enterprises owned by Youth. (Central Supplier Database (CSD).	1	-		-
Enterprises located in Limpopo Province (Attach municipal utility bill or lease agreement or proof of residence from tribal authority or municipal council)	3	-		-

**DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM [TICK APPLICABLE BOX]

- Partnership/~~Joint Venture / Consortium~~
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited

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

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

.....

**SIGNATURE(S) OF TENDERER(S)**

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

.....

.....



**LIMPOPC**  
PROVINCIAL GOVERNMENT  
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF

**EVALUATION SCHEDULE 1: FUNCTIONALITY CRITERIA**

Technical Criteria	Sub-criteria	Points																												
<p><b>Bidder's previous experience in building projects</b></p>	<p><b>Completed Projects</b></p> <p><b>NB: Bidders must score a minimum of 29 points in under this criteria in order for them to be considered for the next stage of evaluation.</b></p> <p><b>Completion certificates</b> for previous work must be submitted for each project for points to be awarded. Only projects completed in the last 10 years will be considered. Below table shows show points will be allocated.</p> <table border="1" data-bbox="427 920 1358 1384"> <thead> <tr> <th data-bbox="432 927 679 1128">Description</th> <th data-bbox="679 927 868 1128">Points Awarded for Completion Certificates</th> <th data-bbox="906 927 1203 1128">Additional Points for Value of Largest Project (submit proof of project value)</th> <th data-bbox="1203 927 1353 1128">Points Awarded for Value of Largest Project</th> </tr> </thead> <tbody> <tr> <td data-bbox="432 1128 679 1205">No completion Certificate</td> <td data-bbox="679 1128 868 1205">0</td> <td data-bbox="906 1128 1203 1205">&lt; R99 999 999</td> <td data-bbox="1203 1128 1353 1205">0</td> </tr> <tr> <td data-bbox="432 1205 679 1238">1 x Project</td> <td data-bbox="679 1205 868 1238">5</td> <td data-bbox="906 1205 1203 1238">&gt; R100 000 000</td> <td data-bbox="1203 1205 1353 1238">4</td> </tr> <tr> <td data-bbox="432 1238 679 1272">2 x Projects</td> <td data-bbox="679 1238 868 1272">10</td> <td data-bbox="906 1238 1203 1272">&gt; R200 000 000</td> <td data-bbox="1203 1238 1353 1272">8</td> </tr> <tr> <td data-bbox="432 1272 679 1305">3 x Projects</td> <td data-bbox="679 1272 868 1305">15</td> <td data-bbox="906 1272 1203 1305">&gt; R300 000 000</td> <td data-bbox="1203 1272 1353 1305">12</td> </tr> <tr> <td data-bbox="432 1305 679 1339">4 x Projects</td> <td data-bbox="679 1305 868 1339">20</td> <td data-bbox="906 1305 1203 1339">&gt; R400 000 000</td> <td data-bbox="1203 1305 1353 1339">16</td> </tr> <tr> <td data-bbox="432 1339 679 1384">5 x Projects</td> <td data-bbox="679 1339 868 1384">25</td> <td data-bbox="906 1339 1203 1384">= or &gt; R500 000 000</td> <td data-bbox="1203 1339 1353 1384">20</td> </tr> </tbody> </table> <p><b>List the details of completed projects in Schedule 2. Completion of this table is mandatory for points to be allocated.</b></p>	Description	Points Awarded for Completion Certificates	Additional Points for Value of Largest Project (submit proof of project value)	Points Awarded for Value of Largest Project	No completion Certificate	0	< R99 999 999	0	1 x Project	5	> R100 000 000	4	2 x Projects	10	> R200 000 000	8	3 x Projects	15	> R300 000 000	12	4 x Projects	20	> R400 000 000	16	5 x Projects	25	= or > R500 000 000	20	<p>45</p>
Description	Points Awarded for Completion Certificates	Additional Points for Value of Largest Project (submit proof of project value)	Points Awarded for Value of Largest Project																											
No completion Certificate	0	< R99 999 999	0																											
1 x Project	5	> R100 000 000	4																											
2 x Projects	10	> R200 000 000	8																											
3 x Projects	15	> R300 000 000	12																											
4 x Projects	20	> R400 000 000	16																											
5 x Projects	25	= or > R500 000 000	20																											

Technical Criteria	Sub-criteria	Points																				
<p>Key Personnel Capacity (background and experience of all key personnel proposed to undertake the services)</p>	<p><b>Profile of key staff (3 x Professional Quantity Surveyors)</b></p> <p><b>NB: Bidders must score a minimum of 31 points in under this criteria in order for them to be considered for the next stage of evaluation.</b></p> <p><b>NB: List the details of key staff in Schedule 3. Completion of this table is mandatory for points to be awarded.</b></p> <p>Attached brief CVs (not longer than 4 pager) for all key staff who will be engaged in the delivery of service to LDPWR&amp;I (indicating technical qualifications, copies of qualifications, professional registrations from the relevant council, and relevant previous project experience. Certified copies shall be less than 6 months.</p> <p>a) <b>Allocation of Points for 3 x <u>Professional Quantity Surveyors</u> with experience in Building Projects (Max = 15 points per CV – Total Max. = 45 Points)</b></p> <table border="1" data-bbox="427 864 1350 1525"> <thead> <tr> <th>Category</th> <th>Description</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td rowspan="2">Qualifications</td> <td>Registration with SACQSP as a Pr. QS (compulsory in order to claim other points below)</td> <td>4</td> </tr> <tr> <td>No registration with SACQPS as a Pr. QS</td> <td>0</td> </tr> <tr> <td rowspan="3">Relevant Experience in Building projects</td> <td>10 years or more relevant experience post registration</td> <td>6</td> </tr> <tr> <td>More than 5 but less than 10-year relevant experience post registration</td> <td>2</td> </tr> <tr> <td>Less than 5-year relevant experience post registration</td> <td>0</td> </tr> <tr> <td rowspan="2">Nature of Experience per professional (To be clearly indicated in the CV)</td> <td>Largest completed Projects &gt; R100 000 000</td> <td>5</td> </tr> <tr> <td>Largest completed Projects &lt; R100 000 000</td> <td>0</td> </tr> </tbody> </table>	Category	Description	Points	Qualifications	Registration with SACQSP as a Pr. QS (compulsory in order to claim other points below)	4	No registration with SACQPS as a Pr. QS	0	Relevant Experience in Building projects	10 years or more relevant experience post registration	6	More than 5 but less than 10-year relevant experience post registration	2	Less than 5-year relevant experience post registration	0	Nature of Experience per professional (To be clearly indicated in the CV)	Largest completed Projects > R100 000 000	5	Largest completed Projects < R100 000 000	0	<p>45</p>
Category	Description	Points																				
Qualifications	Registration with SACQSP as a Pr. QS (compulsory in order to claim other points below)	4																				
	No registration with SACQPS as a Pr. QS	0																				
Relevant Experience in Building projects	10 years or more relevant experience post registration	6																				
	More than 5 but less than 10-year relevant experience post registration	2																				
	Less than 5-year relevant experience post registration	0																				
Nature of Experience per professional (To be clearly indicated in the CV)	Largest completed Projects > R100 000 000	5																				
	Largest completed Projects < R100 000 000	0																				
<p>Professional Indemnity</p>	<table border="1" data-bbox="427 1541 1342 1709"> <thead> <tr> <th>Professional Indemnity</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>Valid Professional Indemnity Certificate Provided greater than 75% of the total bid value</td> <td>10</td> </tr> <tr> <td>No Certificate or PI less than 75% of bid value</td> <td>0</td> </tr> </tbody> </table>	Professional Indemnity	Points	Valid Professional Indemnity Certificate Provided greater than 75% of the total bid value	10	No Certificate or PI less than 75% of bid value	0	<p>10</p>														
Professional Indemnity	Points																					
Valid Professional Indemnity Certificate Provided greater than 75% of the total bid value	10																					
No Certificate or PI less than 75% of bid value	0																					
<p><b>TOTAL</b></p>		<p><b>100</b></p>																				

**EVALUATION SCHEDULE 2: BIDDER'S PAST EXPERIENCE**

Relevant experience in building projects completed in the last 10 years. **Compulsory:** Complete the table below and attach proof of completion letters for each project for points to be awarded. (List 5 Projects & Attach Completion Certificates)

Client	Project Description	Project Value	Year Completed	Contact Person & Contact Number
<b>TOTAL VALUE</b>				



**EVALUATION SCHEDULE 3: BIDDER'S KEY STAFF**

Key staff with relevant experience in building projects who will be engaged in the delivery of service to LDPWR&I. Compulsory: Complete the table below and attach proof of CVs & Qualifications for points to be awarded.

Role	Name and Surname & Qualifications	Professional Registration & No.	1. Attach certificate of first registration; 2. Attach proof of good standing with SAQSP (2026)	Value of Largest Project Completed
Professional QS 1				
Professional QS 2				
Professional QS 3				

## **C1: AGREEMENT AND CONTRACT DATA**

## C1.1. FORM OF OFFER AND ACCEPTANCE

### Offer

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

#### **PROFESSIONAL QUANTITY SURVEYING SERVICES FOR THE PLANNING AND CONSTRUCTION SUPERVISION OF THE NEW GOVERNMENT OFFICE COMPLEX IN JANE FURSE (SEKHUKHUNE DISTRICT)**

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

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

#### **THE OFFERED TOTAL OF THE PRICE INCLUSIVE OF VALUE ADDED TAX IS (CONTRACT PRICE)**

Rand (in words); R .....

.....

.....

(in figures) R.....

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

Signature(s) .....

Name(s) .....

Capacity .....

**For the tenderer:** .....

Name & signature of witness .....

Date .....

## Acceptance (To be completed by the employer – not the bidder)

By signing this part of this Form of Offer and Acceptance, the *Employer* identified below accepts the tenderer's Offer. In consideration thereof, the *Employer* shall pay the bidder the amount due in accordance with the *conditions of contract* identified in the Contract Data. Acceptance of the tenderer's Offer shall form an agreement between the *Employer* and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1	Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
Part C2	Pricing Data
Part C3	Scope of Work

and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the *Employer* during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

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

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

### For the Employer

Signature .....

Name .....

Capacity .....

### Name and address of organization

### Signature and Name of Witness

Signature .....

Name .....

Capacity .....

## Schedule of Deviations

1 Subject .....

Details .....

.....

.....

.....

2 Subject .....

Details .....

.....

.....

.....

3 Subject .....

Details .....

.....

.....

.....

4 Subject .....

Details .....

.....

.....

.....

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

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

.....

## C1.2. Contract Data

The Conditions of Contract are the NEC3 Professional Services Contract (Third edition with amendments of June 2006 and April 2013), copies of which may be obtained from Engineering Contract Strategies (telephone 011-803 3008). (Amendments made since the publication of the Third Edition of June 2005 may be downloaded from <https://www.neccontract.com/getmedia/a3043061-189e-4fce-a7c3-f28caf62cace/PSC.pdf.aspx>)

Each item of data given below is cross-referenced to the clause in the NEC3 Professional Services Contract which requires it.

### Part one - Data provided by the Employer

---

#### 1 General

---

The *conditions of contract* are the core clauses and the clauses for main Option:

**A: Priced Contract with Activity Schedule**

dispute resolution Option W1: Dispute resolution procedure  
and secondary Options

**X1: Price adjustment factor**

**X2: Changes in the law**

**X7: Delay Damages**

**X9: Transfer of rights**

**X10: Employer's Agent**

**X11: Termination by the Employer**

**Z: Additional conditions of contract**

of the NEC3 Professional Services Contract

---

10.1 The Employer is Limpopo Department of Public Works Roads and Infrastructure  
Address: 43 Church Street Polokwane, 0699  
Telephone: (015) 284-7001  
Email: [MachubeneMC@dpw.limpopo.gov.za](mailto:MachubeneMC@dpw.limpopo.gov.za)  
or  
the LDPWR&I as represented by the person or unit that is notified by such LDPWR&I

---

11.2(9) **The services relate to the provision of Quantity Surveying Consultancy services within the Limpopo Province for the planning and construction supervision of the new Government Office Complex in JANE FURSE (SEKHUKHUNE DISTRICT)**

---

11.2(11) The Scope is in the document called Part 3: Scope of Work

---

12.2 The *law of the contract* is the law of the Republic of South Africa

---

13.1 The *language of this contract* is English

13.3 The *period for reply* is 2 weeks

13.6 The *period for retention* is 5 years following Completion or earlier termination

## 2 The Parties' main responsibilities

25.2 The *Employer* provides access to the following persons, places and things as stated in the appointment.

## 3 Time

30.1 The *starting date* is "4 weeks after the Consultant receives one fully completed original copy of this contract, including the schedule of deviations (if any) as contained in the Form of Offer and Acceptance", as appropriate

11.2(3) The *completion date* for the whole of the services is 5 Years after the starting date and will be adjusted pending the construction pace.

11.2(6) The Key Dates and the *conditions* to be met are as stated in the appointment

31.1 The *Consultant* is to submit a first programme for acceptance within the time stated in the appointment

32.2 The *Consultant* submits revised programmes at intervals no longer than the period stated in the appointment

## 4 Quality

40.2 The quality policy statement and quality plan are provided within the time stated in the appointment

41.1 The *defects date* is 52 weeks after Completion of the whole of the services.

## 5 Payment

50.1 The *assessment interval* is defined by the respective design and implementation stages as per the activity schedule.

50.3 The *expenses* stated by the *Employer* are

### Item

- printing or reproduction of documents issued to the *Employer* or, where instructed by the *Employer*, to Others, other than general correspondence and minor reports
- covers and binding of documents issued to the *Employer* or, where instructed by the *Employer*, to Others other than general correspondence and minor reports
- maps, models and presentation materials required by the *Employer*

### Amount

market related cost or in accordance with the latest Rates for Reimbursable expenses published on [www.publicworks.gov.za/consultants](http://www.publicworks.gov.za/consultants)

- airfares, train fare, taxi, hired car, parking charges and toll fees for travel outside of the Company's registered address of the Consultant identified in Part 2 of the Contract Data to perform the services where authorised by the *Employer*
- accommodation where the services necessitates that staff need to travel outside from the Company's registered address of the Consultant identified in Part 2 of the Contract Data to perform the services where authorised by the *Employer*. *Accommodation to be pre-approved by the employer.*

cost

- vehicle travel outside from the Company's registered address identified in Part 2 of the Contract Data to perform the services where authorised by the *Employer*
- subsistence allowance where the services necessitates that staff need to travel outside of the 250km from the home base (Limpopo) of the Company identified in Part 2 of the Contract Data to perform the services where authorised by the *Employer*
- In the case of a company with the registered address outside of Limpopo, the home base will be Polokwane for the purposes of expense claims.

in accordance with the latest Rates for Reimbursable expenses published on <http://www.publicworks.gov.za/consultantsguidelines.html>

	<ul style="list-style-type: none"> <li>specialist studies, design services, inputs, advice and tests where instructed by the <i>Employer</i></li> </ul>	cost plus 10 %
	<ul style="list-style-type: none"> <li>special equipment such as Dual Frequency GPS with RTK, Laser Scanner, Specialist Software, and any equipment required to conduct aerial surveys</li> <li>casual labour</li> </ul>	Open market or competitively tendered prices with all deductions for all discounts, rebates and taxes which can be recovered plus 10%
51.1	The period within which payments are made is 30 days from submission of approved deliverable and invoice.	
51.2	The <i>currency of this contract</i> is the South African Rand.	
51.5	The <i>interest rate</i> is the Prime lending rate of the <i>Employer's</i> Bank	
<b>6</b>	<b>Compensation events</b>	
	The response period to notification of compensation events is 30 days. The compensation event must be submitted and approved by the Accounting Officer or delegated official in terms of the SCM policy.	
<b>7</b>	<b>Rights to material</b>	
	No data required for this section of the <i>conditions of contract</i> .	
<b>8</b>	<b>Indemnity, insurance and liability</b>	
<b>81.1</b>	<b>The amounts of insurance and the periods for which the Consultant maintains insurance are</b>	
	<b>Event</b>	<b>Cover</b>
	failure by the <i>Consultant</i> to use the skill and care normally used by professionals providing services similar to the <i>services</i>	R 7.0 million in respect of each claim, without limit to the number of claims
	death of or bodily injury to a person (not an employee of the <i>Consultant</i> ) or loss of or damage to property resulting from an action or failure to take action by the <i>Consultant</i>	R 7,0 million in respect of each claim, without limit to the number of claims
	death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract	That which is prescribed by the Compensation Injuries and Diseases Act No. 130 of 1993 as amended and whatever the <i>Consultant</i> deems desirable in addition
<b>81.1</b>	The <i>Employer</i> provides the following insurances:	
	None	
<b>82.1</b>	The <i>Consultant's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than the excluded matters, is limited to the amount of the <i>Consultant's</i> insurance cover	
<b>9</b>	<b>Termination</b>	
	No data required for this section of the <i>conditions of contract</i> .	
<b>10</b>	<b>Data for main Option clause</b>	

**A Priced Contract with Activity Schedule**

21.3 The *Consultant* prepares forecasts of the total *expenses* at intervals no longer than 8 weeks.

**11 Data for Option W1**

W1.1 The *Adjudicator* is the person selected by the Parties from the Panel of NEC Adjudicators set up by ICE-SA, a joint division of the Institution of Civil Engineers and the South African Institution of Civil Engineering (see [www.ice-sa.org.za](http://www.ice-sa.org.za)),

W1.2(3) The *Adjudicator* is the person selected by the Parties from the Panel of NEC Adjudicators set up by ICE-SA, a joint division of the Institution of Civil Engineers and the South African Institution of Civil Engineering (see [www.ice-sa.org.za](http://www.ice-sa.org.za)), in accordance with the procedure set out in Clause Z2

W1.4(2) The *tribunal* is reference to a South African Court of Law

**12 Data for secondary Option clauses**

**X1 Price adjustment for inflation**

X1.1 The index is the *index* published in "Consumer Price Index: index numbers and year on year rates " as published in the Statistical News Release, P0141 Table B of Statistics South Africa.

The *staff rates* are

- fixed at the Contract Date and are not variable with changes in salary are those that are based on fixed rate.
- variable with changes in salary paid to individuals are those derived from the total annual cost of employment.

**X2 Changes in the law**

X2.1 The *law of the project* is the law of the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.

**X7 Delay Damages**

X7.1 A penalty amount of R 2 500 per day will be applicable for delay damages for late completion per design stage to a maximum equal to R75 000, after which the contract may be terminated.

**X10 The Employer's Agent**

X10.1 The *Employer's Agent* is as stated in the appointment.

The authority of the *Employer's Agent* is to carry out all actions of the Employer in this contract with respect to all matters except those required by clauses 51.1, 55.1, 81.1, 90 and 92.

**Z Additional conditions of contract**

The *additional conditions of contract* are

**Z1 Tax invoices**

**The *Consultant's* invoice.**

Amend clause 51.1 and replace by:

Each payment is made by the *Employer* within 30 days of receiving the *Consultant's* invoice showing the details which this contract requires or, if a different period is stated in the Contract Data, within the period stated.

**Z2 Selection and appointment of the *Adjudicator***

Add the following paragraph to clause W.1.2(1)

Within 2 weeks after declaring a dispute and if the *Adjudicator* was not yet appointed with a previous dispute, the notifying Party notifies the other Party of the names of two persons he has chosen from the Panel of NEC Adjudicators set up by ICE-SA, a joint division of the Institution of Civil Engineers and the South African Institution of Civil Engineering (see [www.ice-sa.org.za](http://www.ice-sa.org.za)), whose availability to act as the

*Adjudicator* the notifying Party has confirmed. The other Party selects one of the two persons chosen to be the *Adjudicator* within four days of receiving the notice, failing which the person chosen by the notifying Party will be the *Adjudicator* for the Contract. The Parties appoint the selected *Adjudicator* under the NEC3 *Adjudicator's Contract*, April 2013.

**Z3 Acts or omissions by mandatories**

In terms of Section 37(2) of the Occupational Health and Safety Act of 1993 (Act 85 of 1993), the *Consultant* hereby agrees that the *Employer* is relieved of any and all of its liabilities in terms of Section 37(1) of this Act in respect of any acts or omissions of the *Consultant* and his employees to the extent permitted by this Act, and that this contract comprises the written agreement between the *Employer* and the *Consultant* contemplated in section 37(2).

**Z4 Expenses**

If the Parties agree, estimates of *expenses* may be included in the lump sum prices in the Pricing Schedule which are assessed as compensation events.

**Z5 Alternative basis for assessing compensation events**

If the *Employer* and the *Consultant* agree, assessments for changed Prices for compensation events relating to services may be based on a percentage of the construction cost determined in accordance with the provisions of the *Framework for the Determination of Professional Fees for Consulting Services* (see Annexure 3) where:

$F_{PO}$  = tendered professional and technical staff rate expressed in cents / R 100 or part thereof of total cost of employment as stated in the C2.2 Pricing Data / 16

$F_{CON}$  = tendered adjustment factor to reflect factors such as risk, productivity, efficiency, locality, local knowledge, particular methods or systems for delivering services, level of expenses that are not recoverable etc. as stated in C2.3 of the Pricing Data

The fees based on a percentage of the project cost includes all travelling time and travel costs associated with the provision of the service.

The total fee for each stage required in terms of the scope of work in Rands, determined in accordance with the provisions of the *Framework for the determination of professional fees for consulting services*, is entered as a lump sum amount in the Pricing Schedule. Such amounts may be further broken down should the *Consultant* so require.

**Z7 Contract Date**

In these *conditions of contract* each reference to the Contract Date is the date when the appointment came into existence.

**Z9 Key persons in the appointment**

- 1) *Key persons* to undertake specific jobs for the *Consultant* in respect of a particular Task may be included in the appointment.
- 2) The *key person* named in Part 2 of the Contract Data whose responsibilities include the provision or the service or provision of active and personal direction, control and supervision of the *service* that is provided is the point of contact between the *Consultant* and the *Employer*. Such a person attends at least 80 percent of the regular progress meetings which may be convened during the execution of a Task.
- 3) The *Consultant*, in the event that the *key person* identified in 2) above is replaced, effects the replacement in a manner which minimizes the adverse effect of such replacement on the *Employer* and Others and provides continuity of the *services*.

## Part C1.2 Contract Data

The *Consultant* is advised to read the NEC3 Professional Service Contract (Third edition with amendments of June 2006 and April 2013) and the relevant Guidance Notes and Flow Charts, in order to understand the implications of this Data which is required. Copies of these documents may be obtained from the Engineering Contract Strategies (telephone (27) 011 803 3008).

Each item of data given below is cross-referenced to the clause in the NEC3 Professional Service Contract to which it mainly applies.

### Part two - Data provided by the *Consultant*

Clause	Statement
10.1	<p>The <i>Consultant</i> is (Name):</p> <p>Address</p> <p>Postal address:</p> <p>Tel No.</p> <p>Fax No.</p> <p>Mobile No.</p> <p>Email:</p>
22.1	<p>The <i>Consultant's</i> key person is:</p> <p>Name:</p> <p><b>Job:</b></p> <p>Responsibilities: provide the service or provide active and personal direction, control and supervision of the <i>service</i> that is provided</p> <p>Qualifications and experience: see CV attached to the tender</p> <p>Home base (office from which the key person works from):</p> <p>Physical address: .....</p> <p>Co-ordinates of home base of Principal Consultant:</p> <p>X co-ordinate..... Y co-ordinate.....</p>
11.2(13)	The <i>staff rates</i> are as stated in the Pricing Data:
50.3	The <i>expenses</i> stated by the <i>Consultant</i> are none
<b>A</b>	<b>Priced Contract with Activity Schedule</b>
11.2(25)	The <i>activity schedule</i> is in the Pricing Data

## C2: PRICING DATA

## C2.1 Pricing Instructions

### C.2.1.1 General

C.2.1.1.1 The *Consultant* will be paid either under Option G (Priced Contract with Activity Schedule).

C.2.1.1.2 There is no adjustment to the lump sums for items in the Pricing Schedule if the amount, or quantity, of work within that activity later turns out to be different to that which the *Consultant* estimated at the time that the Pricing Schedule was accepted by the *Employer*. The only basis for a change to the lump sum prices is as a result of a compensation event (See Clause 60.1).

### C.2.1.2 Staff rates

Where Option A will be used, the service provider will be requested to provide staff rates, covering the following:

C.2.1.2.1 The *staff rates* are the prices charged for staff, excluding VAT, but including:

- a) all the costs to the *Consultant* including total annual cost of employment, overhead charges incurred as part of normal business operations including the cost of management, as well as payments to administrative, clerical, IT support and secretarial staff used to support professional and technical staff in general and not on a specific project only;
- b) the time and costs expended in travelling to and from a site, meetings or any other activity associated with the provision of the service,
- c) non-recoverable expenses;
- d) all protective clothing and all standard equipment such as office furniture, copiers, plotters, computers and software used to perform the services; and
- e) profit.

C.2.1.2.2 The total annual cost of employment is the total amount borne by the *Consultant* in respect of the employment of a staff member per year comprising basic salary and fringe benefits not reflected in the basic salary, including:

- a) normal annual bonus,
- b) *Consultant's* contribution to medical aid, unemployment insurance fund, pension or provident fund,
- c) group life insurance premiums borne by the *Consultant*; and
- d) all other benefits or allowances payable in terms of a letter of appointment excluding any share of profit and payment for overtime.

C.2.1.2.3 The *staff rates* for staff whose hourly or monthly rate is based on the total annual cost of employment shall not exceed the staff rate for Rate 1 or Rate 3, respectively.

C.2.1.2.4 The *staff rates* exclude VAT.

### C.2.1.3 Percentage fee based on the total value of construction works

Where option A is used, the professional service provider will provide a percentage (%) fee charge in relation to the total value of construction works. The fees will therefore be paid in accordance with the total value of works – including any adjustments, at any given point in time.

#### **C.2.1.4 Expenses**

**C.2.1.4.1** The *expenses* that may be paid to the *Consultant* are as stated in the Contract Data. All other cost to the Consultant associated with Providing the Services is included within the Pricing Schedule.

**C.2.1.4.2** All air travel shall be in economy class on a scheduled airline.

**C.2.1.4.3** Accommodation means a

- a) a bed and breakfast;
- b) a guest house;
- c) self-catering; or
- d) hotel having a star rating of 1, 2 or 3 as defined by the Tourism Grading Council of South Africa (see [www.tourismgrading.co.za](http://www.tourismgrading.co.za)).

**Note:** A lodge, country house or 4 star or higher star rated hotel is not accommodation. Any stay in such a facility cannot be claimed as an expense.

**C.2.1.4.4** A hired car means a motor vehicle having an engine capacity of not more than 2500 cc.

**Note:** A hired car having an engine capacity greater than 2500cc is not a hired car and cannot be claimed as an expense

## **C2.2 Activity Schedule**

### **C2.2.1 Activities**

C2.2.1.1 The following a list, which is not necessarily exhaustive, indicates activities that may form part of this Service:

1. Work stage 1: Inception
2. Work stage 2: Concept and viability
3. Work stage 3: Design development
4. Work stage 4: Documentation and procurement
5. Work stage 5: Construction
6. Work stage 6: Close-out
7. Supplementary services
8. Other services

**Scope of Quantity Surveying Services and Tariff of Fees in respect of services rendered by a person registered in terms of section 19(2) of the Quantity Surveying Profession Act, 2000 (Act No.49 of 2000).**

C2.2.1.2 The tenderer must make provision for all activities necessary for the execution of the service as set out in C3 Scope of Services hereof.

**C2.2.2 Activity Schedule for Value Based Fees**

<b>Value Based Fees – QUANTITY SURVEYOR</b>		
<b>1. Value Based Fees</b>		
Cost Estimate for construction (excl. VAT)		<b>R 650 000 000.00</b>
% of professional fees for Quantity Surveying Services		%
Value Based Professional Fees		R
% Discount		- %
<b>Total Quantity Surveying Fees (A)</b>		<b>R</b>
<b>Breakdown of Value Based Fees by Project Stage</b>	<b>% of Stage on Normal Fees</b>	<b>Normal Fees Tendered (after discount)</b>
Stage 1: Initiation Report	5%	R
Stage 2: Conceptual Design Report	15%	R
Stage 3: Detailed Design Report	20%	R
Stage 4: Procurement and Documentation	30%	R
Stage 5: Contract Administration and Monitoring	25%	R
Stage 6: Handover & Close Out	5%	R
<b>Sub-Total Value Based Fees (A)</b>		<b>R</b>

<b>2. Disbursements (For both Quantity Surveying services for the planning and construction stages)</b>				
Description	Unit	Quantity	Rate	Amount
Travelling (Mileage – for 100 trips)	km			R
Ad hoc Travelling (Mileage - for 20 trips)	km			R
Travelling (Travel Time for 120 trips)	hrs			R
Accommodation	Days	100		R
Typing	Pages	750		R
Duplicating	Pages	15 000		R
Duplicating Drawings (A1)	No	500		R
<b>Sub-Total Disbursements (B)</b>				<b>R</b>

<b>3. CIDB Contract Skills Development Goal (where PSP fees exceed R5mil incl. VAT)</b>					
Contract Skills Development Goal (CSDG) Cost = C11 x C12 x C13 x C14	C11: Hours per each million rand as per skills standard	C12: Professional Fees in millions from Sub-total A	C13: Total Hours of placement (C11 x C12)	C14: Rate per Hour as per skills standard	
e.g.: 150hrs x 10,5m = 1 575h x R148,95 = R234 596,25 (Refer to Section 10)	150			R148,95	R
<b>Sub-Total QS Contract Skills Development Goal (C)</b>					<b>R</b>
<b>Total Before VAT (A + B +C)</b>					<b>R</b>
<b>Value Added tax at 15%</b>					<b>R</b>
<b>TOTAL CARRIED TO FORM OF OFFER</b>					<b>R</b>

**NOTE:**

- Total Financial Offer for Value Based Fees, (3) above as well as the percentage of normal fees tendered, (b) above, **must be carried over to C1.1 Form of Offer and Acceptance**, if this tender is for value-based fees. Failure to carry this over to the Form of Offer and Acceptance **will render the tender non-responsive**.
- Remuneration for value-based appointments will be calculated as determined in C2.1.2 (i.e. the percentage of the normal fee tendered multiplied by the value fee scale *vis-à-vis* the actual cost of construction) In terms of C2.1.2.4, time spent on travelling, as well as any other travel related expenses (such as travelling costs and subsistence allowances) will not be remunerated – except as provided for in C2.1.7.

## C3: SCOPE OF SERVICES

### C3.1 Employer's objectives

This tender is for:

A Professional Service Provider performing quantity surveying work (stage 1 to 6) on a greenfield building project.

### C3.2 Description of the Services

#### C3.2.1 Services:

The following architectural Services are required:

**Standard Services: Work Stages 1 to 6** as further defined hereafter in C3.3. Should there be any discrepancies between this Tender Document and other departmental documentation, the former shall take precedence.

#### C3.2.2 Project description:

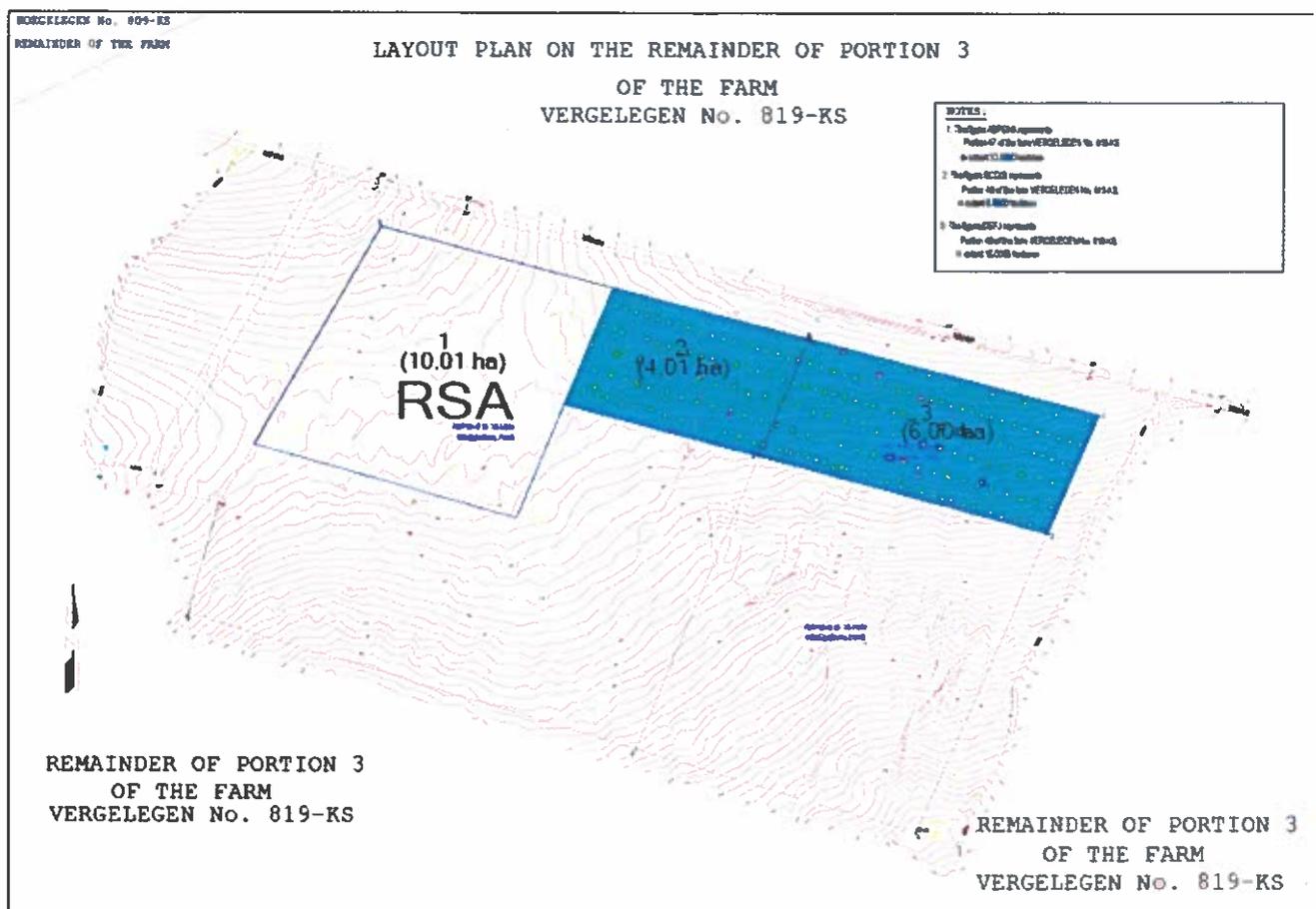
The construction of a District Office Complex for 10 x Provincial Government Departments in Jane Furse (Sekhukhune district – Limpopo Province)

##### C3.2.2.1 Scope of Works:

**NEW DISTRICT GOVERNMENT OFFICE COMPLEX IN JANE FURSE**

##### C3.2.2.2 Location of the Project:

- Jane Furse: Sekhukhune District, Limpopo Province;
- Coordinates: South: 24° 44' 06.37" & East: 29° 50' 29.49".



- C3.2.2.3 Project Programme:
- Infrastructure Capital Program – Provincial Departments
- C3.2.2.4 Information available from Employer:
- This project will be managed through the office of the Chief Director (Provincial Departments) Mr. M.C. Machubene.
- C3.2.2.5 Other Contracts on Site:
- Geotechnical and Topographical Survey
  - Hydro Geological Study
  - Traffic Impact Assessment
  - The outcome of the listed studies will be made available to the appointed project team.
- C3.2.2.6 Reporting Requirements and Approval Procedure:
- Reporting will be in terms of the respective stages for planning (Stage 1 to 4) and implementation (Stage 5 and 6).
  - The 2013 PROCSA matrix for client and consultant will be used to evaluate the scope of services by stage and by discipline.
- C3.2.2.7 Project cost estimate:  
New Office Complex: R 650 million

### **C3.3 Extent of the Services**

The specific quantity surveying Services required on this Project and referred to in C3.2 above, entails the following for:

#### **C3.3.1 Full services**

Unless otherwise stated, duties will cover the full field of quantity surveying functions.

### **C3.4 Use of reasonable skill and care**

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

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

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

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

### **C3.5 Co-operation with other services providers**

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

- C3.5.1 Service Providers:  
Service Providers from the following professions are/will be appointed on the Project to form the professional team:
- Architects / Principal Agent;
  - Civil Engineer
  - Electrical Engineer
  - Mechanical Engineer
  - Structural Engineer
  - Quantity Surveyor

and other service providers as may from time to time be deemed necessary.

The above-mentioned: **The appointed Architects will act as principal agent**

The required professional Services will be executed by the professional team under the control and management of the designated departmental project manager who, at the time of invitation to perform professional Services, will be the person mentioned in T1.1.6. The Employer reserves the right to replace the mentioned departmental project manager with another member of its staff or any individual/firm from the private sector should it be deemed necessary at any stage during the execution of the Project.

- C3.5.2 Occupational Health and Safety Act, 1993 (Act 85 of 1993)  
The Employer shall appoint a Service Provider under a separate contract as its "agent" as contemplated in the Construction Regulations in the Occupational Health and Safety Act, 1993 (Act 85 of 1993).

The Service Provider under this Contract shall however make provision for the incorporation of the Occupational Health and Safety specifications, compiled by others, in the tender documentation, if applicable.

It is a firm requirement that in the designs, planning and supervision of the execution of the work done under this contract resulting from this tender, all applicable regulations and stipulations under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) including regulations and codes of practice, etc. are complied with and that the final product shall be in full compliance with said legislation, standards, etc.

Furthermore, the Service Provider shall be fully responsible for the compliance of his operation, equipment as well as staff and persons under his supervision on site whether by invitation, instruction or otherwise and regardless of the capacity, purpose and relationship of any such persons to the appointment, to all aspects of all applicable regulations and stipulations under the act.

- C3.5.3 Other role players  
Local, provincial and national authorities, statutory bodies, governmental departments, Others, as may be required from time to time, including the client department/end user(s).

### C3.6 Brief

- C3.6.1 Target dates and times  
The Service Provider will be expected throughout to give preference to the execution of the work involved in this commission.

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

During the construction phase of the Project it will be expected of the principal agent to obtain a construction programme from the main contractor, to continuously monitor his progress against that programme for compliance and to take whichever steps have been described in the relevant

manual and the Working Guideline for Project Managers. This should be done in collaboration with the rest of the professional team, should the progress not be according to the said programme.

**C3.6.2 Reporting requirements**  
Notwithstanding any other requirements as listed elsewhere, the Service Provider shall submit a monthly report indicating progress of the Services.

**C3.6.3 Local content**  
It is the policy of the Employer to give preference to materials and equipment of South African manufacture. The Service Provider is to ensure that, wherever feasible, designs are based on locally manufactured equipment and materials which can meet requirements at competitive prices.

**C3.6.4 Design innovation**  
Given the need for energy efficiency and environmental sustainability in the built environment, each member of the professional team is required, wherever possible and applicable, to demonstrate design innovation in all aspects of the Service towards "green" design solutions. Aspects to be considered and incorporated in all new building and/or maintenance designs are, *inter alia* but not limited to,

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

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

### **C3.7 Reference data**

**C3.7.1 Space norms**  
Space norms are applicable on this service.

The space norms of the Department of Public Works, space norms as may be published in the government gazette, norms determined by the Employer, when applicable to this/these Project(s), are the norms as set hereunder and shall not be exceeded without prior written approval. Any re-planning resulting from the norms as set, being exceeded, shall be for the Service Provider's account.

The professional team must apply cost control and submit elemental estimates at each stage, reduced to a common date. The Service Provider must set appropriate procedures in place with the other members of the professional team to ensure compliance in this regard.

Space must be controlled and reconciled with the approved norm(s). All planning units are to be provided and if not, this must be pointed out.

The Employer must, at least at completion of each work stage, be provided by the principal agent with certificates which specify that the space norms are not being exceeded, before the next stage may be proceeded with.

The space norm(s) will be made available by LDPWRI after the appointment of the professional service provider team.

(a) SPACE NORM(S):

ASM/GSM N / A

m<sup>2</sup>

### C3.8 Applicable legislation and standards

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

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

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

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

- Architectural Profession Act, 2000 (Act 44 of 2000);
- Atmospheric Pollution Prevention Act, 1965 (Act 45 of 1965);
- Construction Industry Development Board Act, 2000 (Act 38 of 2000);
- Council for the Built Environment Act, 2000 (Act 43 of 2000);
- Electricity Act, 1987 (Act 41 of 1987);
- Environmental Conservation Act, 1998 (Act 107 of 1998);
- Fire Brigade Services Act, 2000 (Act 14 of 2000);
- Local Government Municipal Systems Act, 2000 (Act 32 of 2000), municipal by-laws and any special requirements of the local service supply authority;
- National Building Regulations and Building Standards Act, 1977 (Act 103 of 1977);
- National Environmental Management Act, 1998 (Act 107 of 1998);
- National Heritage Resources Act, 1999 (Act 25 of 1999);
- National Water Act, 1998 (Act 36 of 1998);
- Occupational Health and Safety Act, 1993 (Act 85 of 1993);
- Telecommunications Act, 1996 (Act 103 of 1996);
- Water Services Act, 1997 (Act 108 of 1997) and general authorizations;
- the latest issue of SANS 10142: "Code of Practice for the Wiring of Premises";
- the Regulations of the local Gas Board, where applicable and
- all regulations promulgated under the above Acts.

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

- development of plans and documentation;
- supervision of any Service Provider under the appointment;

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

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

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

**C3.9 Access to land/buildings/sites**

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

**C3.10 Software application for programming**

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

**C3.11 Security clearance**

It is an explicit condition of this agreement that partners, directors and/or the members of staff who will have insight into the planning of projects requiring security clearance, be kept to a minimum and that such persons will not object to being submitted to a security clearance, if the Employer so requires.

If the latter is applicable, the necessary forms will accompany this tender or be provided to the Service Provider at any stage thereafter. These forms must be completed, if attached, and returned with the tender. It is important to furnish information which is complete in every respect.

Should the authority responsible for the clearance, for security reasons not be satisfied with the classification obtained of any of the staff members of the Service Provider, it will be a further condition of this appointment that none of such staff members be involved with any aspect of the Project.

All documents pertaining to these projects must be stored in a safe place when not in use so as to ensure that the level of security of the projects is maintained.

The Employer will not accept liability for any costs in this regard.

FINGER PRINTS (except Defence projects)

Persons of whom security clearance is required can obtain a finger print form SAP 91(a) from any police station. Kindly ensure that the police official responsible for taking the finger prints certifies the form since non-certification will result in the form being unacceptable.

**C3.12 Forms for contract administration**

All forms required during contract administration, called PRM forms, are obtainable on the Employer's website at <http://www.publicworks.gov.za/> under "Documents"; "Consultants Guidelines"; item 14. The agreement and conditions of contract to be entered into with the main contractor can be either the "JBCC 2000 Edition 6.1" or the "NEC 3".

**C3.13 Condition to accept unregistered persons with suitable built environment qualifications on secondment**

It is an express term of the contract that the Service Provider, after award of tender, accept unregistered, suitably qualified (built environment) persons in his office for the purpose of exposing the latter to the full extent of professional work, or as may be required according to specific circumstances, in order to gain experience which can be presented to the relevant Council for consideration towards professional registration. The secondment of such unregistered persons will be negotiated with the Service Provider in terms of numbers, periods of training and extent of professional work opportunity to be afforded. The conditions of secondment will be the subject of a separate Memorandum of Understanding with the Service Provider which will serve as an annexure hereto. Any secondment arrangements will cease upon the professional registration of the seconded person or as agreed on and so included in the aforesaid Memorandum of Understanding. The responsibility for salaries of seconded persons will remain with the Employer, but responsibility for operational expenses, necessary for the execution of the work, will vest with the Service Provider, all of which will be dealt with in the Memorandum of Understanding.

## **C4: SITE INFORMATION**

(Refer to C3.2.2.4 above.)

### **C4.1 Project Location:**

The proposed site is found in Jane Furse (Sekhukhune District – Limpopo Province) at about four kilometres (4km) from the Jane Furse Hospital on the Baltokwa Road. Coordinates: South: 24° 44' 06.37" & East: 29° 50' 29.49".

### **C4.2 Project Objectives:**

The objective of the project is as follows:

- a) The objective of the project is the relocation of Provincial Government Offices from Lebowakgomo to Jane Furse.

### **C4.3 Additional Information:**

The following information will be shared with the professional team once it becomes available:

- Geotechnical report & Topographical Survey;
- Hydro Geological report;
- Traffic Impact Assessment.