



LED A

LIMPOPO ECONOMIC
DEVELOPMENT AGENCY

AN AGENCY OF THE LIMPOPO
PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

ROOTED IN THE FUTURE

LED A/PMU-PROF/2306: FRAMEWORK AGREEMENT FOR MECHANICAL ENGINEERING CONSULTANCY SERVICES FOR THE LIMPOPO ECONOMIC DEVELOPMENT AGENCY (LED A)

Issued by:

Limpopo Economic Development Agency (LED A)
Enterprise Development House
1 Main Road
Lebowakgomo
0737

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Name of the Bidder :



Tender No. LEDA/PMU-PROF/2306: FRAMEWORK AGREEMENT FOR MECHANICAL ENGINEERING CONSULTANCY SERVICES FOR LIMPOPO ECONOMIC DEVELOPMENT AGENCY

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PART T1: TENDERING PROCEDURE



Tender No. LEDA/PMU-PROF/2306: FRAMEWORK AGREEMENT FOR MECHANICAL ENGINEERING CONSULTANCY SERVICES FOR LIMPOPO ECONOMIC DEVELOPMENT AGENCY

T1.1 Tender Notice and Invitation to Tender

Limpopo Economic Development Agency invites tenders for professional Mechanical Engineering Consultancy Services over a three (3) year term ***without a guarantee of the quantum of work.***

The contracts will be based on the NEC3 Professional Service Contract.

Limpopo Economic Development Agency will enter into a contract with the successful tenderer. Organs of state including Municipalities and State-Owned Entities may make use of these framework agreements and issue Task Orders for work falling within the scope of the contracts that are entered into.

Only tenderers who have suitable experience and suitably qualified personnel in providing similar services to those that to submit tenders.

This tender will be subjected to the Standard for skills development through infrastructure contracts as per regulation 22B as part of the CIDB BUILD programme. This will only be applicable at the time of issuing of the task orders only on applicable projects where the value of professional's fees is or in excess of R 5 million and project duration is 12 months or higher on all class of works construction works or as the CIDB regulations are amended.

Tender Description	Framework Agreement for professional Mechanical Engineering Consultancy Services for Limpopo Economic Development Agency
Tender Number	LED A/PMU-PROF/2306
Tender documents availability	Tender documents available on www.etenders.gov.za , CIDB website and www.leda.co.za
Address for submission of tenders	LIMPOPO ECONOMIC DEVELOPMENT AGENCY Physical address: Enterprise Development House, 1 Main Road, Lebowakgomo, 0737
Closing date of the tender	As per Tender Notice
Closing time of the tender	11:00 am
Price of the tender document	Tender documents available on online
Enquiries	General: Name : Ms Suzan Mabeba Tel No. : 015 633 4700 Email : suzan.mabeba@leda.co.za Technical: Name : Ms Vuyiseka Baba Tel No. : 015 633 4700 Email : vuyibaba@gmail.com
	Telegraphic, telephonic, scanned documents, facsimile, e-mail and late tenders will not be accepted.



T1.2 Tender Data

The conditions of tender are the latest edition of SANS 10845-3:2015, *Standard conditions of tender*. 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
3.1	The Employer is the Limpopo Economic Development Agency
3.2	<p>The Tender Documents issued by the Employer comprise the following documents:</p> <p>THE TENDER Part T1: Tendering procedures T1.1 Tender notice and invitation to tender T1.2 Tender data</p> <p>Part T2: Returnable documents T2.1 List of returnable documents T2.2 Returnable schedules</p> <p>THE CONTRACT Part C1: Agreements and contract data C1.1 Form of offer and acceptance C1.2 Contract data</p> <p>Part C2: Pricing data C2.1 Pricing assumptions</p> <p>Part C3: Scope of work C3.1 Scope of work</p> <p>ANNEXURES Annexure 1: Pro forma Task Order Annexure 2: Standard scope of professional services associated with the delivery of a package Annexure 3: Framework for the determination of professional fees associated with the delivery of a package Annexure 4: Specification for developing skills that result in nationally accredited outcomes through infrastructure contracts</p>



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3.4	<p>The employer's representatives are :</p> <p>General: Name : Ms Suzan Mabeba Tel No. : 015 633 4700 Email : suzan.mabeba@lieda.co.za</p> <p>Technical: Name : Ms Vuyiseka Baba Tel No. : 015 633 4700 Email : vuyibaba@gmail.com</p> <p>Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer.</p> <p>Only information issued formally by the Employer in writing to Tenderers will be regarded as amending the Tender Documents.</p>
3.5.	The employer reserves the right to cancel the tender prior to the award of the tender.



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4.1

Eligibility criteria

Only those tenderers who satisfy the following eligibility criteria and who provide the required evidence in their tender submissions are eligible to submit tenders and have their tenders evaluated:

1. The tenderer:

- a) is not an unincorporated joint venture; and
- b) 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;

2. The tenderer has in its full time employ a Principal Consultant (*key person*) (i.e. the person who will provide the service or under whose active and personal direction, control and supervision the service is to be provided) who is registered as a Professional Engineer or a Professional Engineering Technologist in terms of the Engineering Profession Act, 2000 (Act no 46 of 2000), and who has experience in providing similar services to those described in the scope of work.

The Principal consultant for complex works shall be a registered professional Engineer in line with ECSA guideline in terms of the Engineering Profession Act, 2000. In such cases, only service providers with principal consultants who are registered as Professional Engineer will be considered.

3. The tendering entity has professional indemnity insurance cover issued by a reputable insurer in an amount of not less than R3 Million Rand in respect of a claim without limit to the number of claims.

4. The tendering entity's primary business is to provide independent technology-based intellectual services to clients for a fee as evidenced by one of the following:

- a) has at least 51 % of its shareholders, directors, members or partners as relevant, who are professionally registered as one of the following:

Category of registration	Act
Professional Engineer or Professional Engineering Technologist	Engineering Profession Act, 2000 (Act no 46 of 2000)

- b) can demonstrate to the satisfaction of the Employer that the tenderer's primary business is to provide independent technology-based intellectual services to clients for a fee



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5. The tenderer is able to provide financial statements complying with applicable legislation for the preceding financial year within 12 months of the year end.

6. Successful bidders will be categorised as follows:

Category	Turnover over 12 months	Capacity
Large Practice in Mechanical Engineering Services	R5.0 Million Rand and above for Mechanical Engineering Services Only	A minimum of 3 Fulltime Pr Eng (Mechanical) or/and Pr Technologist Eng. (Mechanical)
Medium Practice in Mechanical Engineering Services	R3.0 Million Rand for Mechanical Engineering Services Only	A minimum 2 Fulltime Pr Eng and/or Pr Technologist Eng (Mechanical)
Small Practice in Mechanical Engineering Services	R 0.5 Million Rand for Mechanical Engineering Services Only	A minimum of 1 Fulltime Pr Eng and/or Pr Technologist Eng (Mechanical)

7. The tenderer can provide at least three contactable client references for the provision of Mechanical Engineering Services to such clients which generated a fee income of at least R 0.5 million rand (including VAT) and which have been satisfactorily completed during the last five years.

4.7 Compulsory briefing session

Details of the compulsory briefing session with representatives of the Employer will take place as noted in Tender Notice and Invitation to Tender.

4.8 Seeking clarification

Bidders are welcome to submit questions, which will be answered and uploaded to LEDA 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.

4.11 Alterations to the documents

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 initiated 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.

4.12 Alternative tender offer

No alternative tender offer is permitted in this tender.

4.13.5 The sealed original tender must be submitted to the employer by no later than the closing date and time.

Location of tender box: LIMPOPO ECONOMIC DEVELOPMENT AGENCY

Physical address: ENTERPRISE DEVELOPMENT HOUSE, 1 MAIN ROAD, LEBOWAKGOMO, 0737

Identification details: Sealed Tender with Tender reference number, Title of Tender and the closing date and time of the tender.

4.13.4 The tenderer is required to submit with his tender the following certified documents:

- i. an active certified copy of the tenderer's professional indemnity insurance certificate;
- ii. an active certified copy of the professional registration certificate(s) for the Principal Consultant
- iii. active copies of the professional registration certificate(s) of any/all other support professional(s).



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4.13.6	<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. 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.</p>
4.15	<p>The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender. Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.</p>
4.16	<p>The tender offer validity period is 180 days.</p> <p>The employer may, in exceptional circumstances, request the Bidder for an extension of the validity period, prior to the expiry of the original proposal validity period. The request and the response thereto shall be made in writing. A Bidder agreeing to the request will not be permitted to modify its Proposal.</p>
C3.2	<p>Notwithstanding any requests for confirmation of receipt of Addenda issued, the tenderer shall be deemed to have received such addenda if the employer can show proof of transmission thereof (or a notice in respect thereof) via electronic mail, facsimile or registered post.</p>
5.11	<p>The tenderers will be evaluated in two (2) stages</p> <ol style="list-style-type: none"> Stage 1: Mandatory and administrative Compliance Stage 2: Functionality (or Quality)
5.11.1	<p>The financial offer will be evaluated at the time of issuing the specific task orders.</p>
	<p>Stage 1: Responsiveness Evaluation</p> <p>The Tenderer shall provide all the relevant information required in this tender which will include the information detailed below. Tenderers who do not adhering to those criteria listed below will be disqualified immediately:</p> <ol style="list-style-type: none"> The tendering entity's primary business is to provide independent technology-based intellectual services to clients for a fee as stated in 4.1 above. At least 51 % of its shareholders, directors, members or partners as relevant, who are professionally registered as Professional Engineers or Professional Engineering Technologist in terms of Engineering Act of 2000. The tenderer has in its full time employ a Principal Consultant (<i>key person</i>) (i.e. the person who will provide the service or under whose active and personal direction, control and supervision the service is to be provided) who is registered as a Professional Engineer or a Professional Engineering Technologist in terms of the Engineering Profession Act, 2000 (Act no 46 of 2000), and who has experience in providing similar services to those described in the scope of work. The tendering entity has professional indemnity insurance cover issued by a reputable insurer in an amount of not less than R3 Million Rand in respect of a claim without limit to the number of claims. Fully completed compulsory returnable stated in this tender. <p>Only tenders that meet the above-mentioned requirements will proceed to stage 2 of the evaluation.</p>



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Stage 2: Functionality

The quality criteria and maximum score in respect of each of the criteria are as follows:

Quality criteria	Sub criteria	Maximum number of points
Experience of Principal Consultant (<i>key person</i>) (Schedule 1)		30
Value add (see Schedule 2)	Additional technical skills	15
	Bidder's past experience in independent technology-based intellectual services to client in Mechanical engineering	35
	Bidder's Quality Management System in terms of ISO 9001	10
Company office established in Limpopo Province with proof of a residential address for at least three (3) years (schedule 3)		10
Maximum possible score for quality (M_s)		100

The minimum number of evaluation points for quality is 70

5.13

Tender offers will only be accepted if:

- a) the tenderer is registered on the Central Supplier Database (CSD) for the South African government (see <https://secure.csd.gov.za/>) unless it is a foreign supplier with no local registered entity
- 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;
- 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;
- d) the tenderer has not:
 - i) abused the Employer's Supply Chain Management System; or
 - ii) had a previous government contract cancelled due to the consultants poor performance; and
- 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;
- f) The tenderer is not appearing on the list of blacklisted service providers;
- g) Meet all the requirements as stated in this tender document.

The additional conditions of tender are:

LEDA will enter into a Framework Agreements with all the service providers who meet the requirements of this tender, without any guarantee of quantum of works during the 3 years.

Post the appointment on the framework agreement, LEDA will call all qualifying service providers and issues request for task orders as necessary. The request for task orders will be based on Option A: Priced Contract with Activity Schedule and Option G: Term contract. Option A will also entail the employer appointing the service providers based on the percentage fee of the actual value of construction works as per Annexure 3: Framework for the determination of professional fees associated with the delivery of a package of this bid.

Preference and scoring for the award of the task order will be done as per LEDA Preferential Procurement Regulations of 2022 – or as amended, at the time of the issuing of the request for task order and will be included on the Request for Quotations. Generally, the Appointment from list of approved service providers will be based on Method 2 (Financial offer and preferences), unless otherwise stated on the RFQ.



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The process of inviting service providers during the RFQ will be based on the nature (either complex or simple) and size of the project (estimated total value of the project).

For Complex Projects, only companies with registered professional engineer(s) and/or professional Architects shall be considered.

The estimated value of the Mechanical installations applicable to the project will be used to determine the size of enterprises (small, medium or large) to be invited as follows:

- (i) Where the estimated costs of Mechanical installations of the project is less than R 5 million, **small enterprises** within the framework agreement will be invited.
- (ii) Where the estimated costs of Mechanical installations of the project is above R 5 million and less than R 10 million, **only medium and large enterprises** will be invited.
- (iii) Where the estimated costs of Mechanical installations of the project is above R 10 million, **only large enterprises** will be invited.

Size of enterprise versus estimated value of Mechanical works

SIZE OF ENTERPRISE TO BE INVITED	ESTIMATED VALUE OF MECHANICAL WORKS	PROFESSIONALS REQUIRED
Small enterprises within the framework agreement	Less than R 5 million	A minimum of 1 Professionally registered person
Medium and Large enterprises only	Above R 5 million and less than R 10 million	A minimum of 2 Professionally registered persons
Large enterprises only	Above R 10 million	A minimum of 3 Professionally registered person

LEDA reserves the right to review these limits as and when necessary.

However, for complex projects, LEDA may also consider additional information during the evaluation of the proposals. This may include amongst others, the following during the assessments of the proposals:

- Current performance of the service provider in relation to similar works allocated by LEDA.
- Experience of the consultants (Consultant's general experience and record in the field covered by the ToR – only professional engineers will be considered.
- Submission of a proposed project approach/methodology that best represents the ToR.
- Submission of proposed project schedule, or work plan that best represents the ToR.



Special Conditions

The following conditions forms part of this tender:

- LEDA reserves the right to call interviews with short-listed bidders before final selection. This may be done during this tender and/or during implementation of the framework agreement.
- LEDA reserves the right to conduct supplier due diligence prior to final award or at any time during the implementation of the framework agreements.
- LEDA reserves the right to appoint the bidder that proves to be fully capable and qualified to handle and execute the job.
- At the issuing of the RFQ, the proposals from the consultants should be in line with the detailed specification stated on the RFQ.
- LEDA reserves the right to cancel or withdraw this bid if:
 - i. Due to changed circumstances, there is no longer a need for this services; or
 - ii. Funds are no longer available to cover the total envisaged expenditure; or
 - iii. No acceptable bids are received; or
 - iv. Negotiating a fair market price has failed; or
 - v. There is a material irregularity in the Bid process.
- Bidders who are not registered on Central Supplier Database (CSD) must register before submission of bids.
- Any completion of the bid document in pencil or erasable ink will not be acceptable and will automatically disqualify the submitted bid.
- Bids received after the closing date and time will not be accepted for consideration.
- No part of the contents may be used, copied, disclosed or conveyed in whole or in part to any party, in any manner whatsoever without the prior written permission of LEDA.
- Any reproduction or transmission of information contained in this document except for the sole purpose of responding to this bid is strictly prohibited.

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PART T2: RETURNABLE DOCUMENTS



T2.1 : LIST OF RETURNABLE DOCUMENTS

1. The following forms, certificates and schedule are required for evaluation of tender responsiveness. Failure to comply will be considered non-responsive, and the bidder will automatically be disqualified.
 - a. Practice Declaration including all the associated supporting documentation listed in such the declaration
 - b. Compulsory declaration
 - c. Certificate of Authority for signatory
 - d. SBD 1: Invitation to bid.
 - e. SBD 4: Declaration of Interest.
 - f. Record of Addenda (if applicable).
 - g. SBD 6.1: Reference Points claim form in terms of the Limpopo Economic Development Agency Preferential Procurement Regulations 2022 or amended.
 - h. Principal Consultant registered as Professional Engineer or Professional Engineering Technologist, in terms of the Engineering Act 2000.
 - i. Signed form of offer

The tender document should be returned in printed and original form. It may not be re-typed. 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 to sign next to the correction. **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.**

2. The following returnable documents are **required for tender evaluation purposes (i.e. awarding of scoring points – and not for disqualification)**
 - a. Referral letters for previous work conducted by the service provider – duly signed off by client. A template is attached herein for the bidders to use. The letters must detail the scope of work undertaken, project value undertaken, date of award, location where work was carried out and whether the projects were handover and closed-out accordingly.
 - b. Curriculum Vitae (not longer than 4 pages) of all key staff allocated to this project, indicating their experience and qualifications and professional registration with various councils. Use of key personnel not employed by the service provider may lead to disqualification during award of the tender as LEDA reserve the right to confirm this before awarding of the tender. CVs should reflect experience in relation to projects implemented by the person.
 - c. Certified copies (not older than 6 months) of all qualifications, professional registrations and training.
 - 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. A unique security Personal Identification number (PIN) issued by the South African Revenue Services.
 - f. Company office and fully established office in Limpopo Province.
3. The following returnable documents **will be incorporated as part of the contract after entering into the framework agreement with LEDA:**
 - a. Annexure 2: Standard scope of professional services associated with the delivery of a package
 - b. Annexure 3: Framework for the determination of professional fees associated with the delivery of a package
 - c. Annexure 4: Specification for developing skills that result in nationally accredited outcomes through infrastructure contracts
 - d. Part C1.2: Contract Data

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T 2.2 : RETURNABLE SCHEDULE

Number	Heading	Page No.	Compulsory (automatic disqualification)	Bidder's schedule
T.2.2.1	Practice Declaration	15	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
T.2.2.2	Record of Addenda to tender documents (if applicable)	17	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
T.2.2.3	Compulsory Declaration	18	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
T.2.2.4	Proposed amendments and qualifications	22	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
T.2.2.5	SBD1: Invitation to Bid	23	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
T.2.2.6	SBD 4: Bidder's Disclosure	24	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
T.2.2.7	SBD 6.1: Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2022	28	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
T.2.2.8	Certificate of Authority	33	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
T.2.2.9	List of Contactable references	35	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
T.2.2.10	Principal Consultant registered with the Engineering Council of South Africa	36	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
T.2.2.11	Evaluation schedule 2: Bidder's value Add	37	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
T.2.2.12	Evaluation schedule 3: Proof of company office based in Limpopo Province	40	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
C.1.1	Form of offer	42	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No



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T2.2.1: Practice Declaration

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

- 1) The tenderer is not an unincorporated joint venture and is (tick appropriate box):

- ☐ a close corporation – ck no
- ☐ a company – company no
- ☐ a partnership

(Attach Proof of company registration in terms of the Companies Act, 2008 (Act 71 of 2008) or Close Corporation Act, 1984, (Act No. 69 of 1984) or partnership agreement as applicable)

- 2) The tenderer has in his full time employ the following Principal Consultant (or *key person*) whose name is stated as such in Part 2 of the Contract Data) i.e. the person who will provide the service or under whose active and personal direction, control and supervision the service is to be provided (see scope of work) and who has experience in providing similar services to those described in the scope of work.

Name of Proposed Principal Consultant: (Only one person to be named - The same person as identified in Contract Data Part 2.		
ID Number or Passport number:		
Type of Professional registration: (tick relevant box)	<input type="checkbox"/> Professional Engineer (PrEng) <input type="checkbox"/> Professional Engineering Technologist (PrTech)	
Professional registration Number: (insert registration number and tick relevant registration council)	No:	<input type="checkbox"/> Engineering Council of South Africa
Location of home base of Principal Consultant (ie: location where this person normally operates from):		
Physical Address:	X co-ordinate e.g. 26° 7'36.13"S Y co-ordinate e.g. 28° 10'37.84"E Post Code:	

- 3) The tenderer has professional indemnity cover is in place in an amount of not less than R 3 million without a limit to the number of claims

PI Cover held by the tenderer: R 3 million

(**Attach** an active certified copy of the professional indemnity professional cover and provide an active certified copy of the latest Annual Financial Statements)

- 4) The tenderer's turnover over the preceding financial year is not less than R5 million large firms, not less than R 3 million medium firms, and not less than R 0.5 million small firms respectively.
(Complete the Annual Financial Statement Declaration)

- 5) The tenderer's primary business is to provide independent technology-based intellectual services to clients for a fee as evidenced by (tick one box):

- ☐ the tenderer having at least 51% of its Shareholders, directors, members or partners, as

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relevant, who are professionally registered as Professional Engineer or Professional Engineering Technologists.

- ☐ can demonstrate to the satisfaction of the Employer that the tenderer's primary business is to provide independent technology-based intellectual services to clients for a fee.

Name (Registered professionals)	Identity number	Professional registration type and number e.g. PrEng no xxxxxxxx

- 6) The contactable client references (3 minimum) for satisfactorily completed projects during the last five years requiring the provision of Mechanical Engineering Services which generated a fee income of at least R 0.5 million including VAT.

I hereby declare that the contents of this Declaration are within my personal knowledge, and save where stated otherwise are to the best of my belief both true and correct.

Signed

Date

Name

Position

Tenderer



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T2.2.2. 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.

	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 _____



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T2.2.3 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

Name of enterprise:	
Contact person:	
Email:	
Telephone:	
Cell no	
Fax:	
Physical address	
Postal address	

Section 2: Particulars of companies and close corporations

Company / Close Corporation registration number	
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Section 3: SARS Information

Tax reference number	
VAT registration number:	<i>State Not Registered if not registered for VAT</i>

Section 4: CIDB registration number : N/A

Section 5: National Treasury Central Supplier Database

Supplier number	
Unique registration reference number	

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

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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:

- | | |
|--|--|
| <input type="checkbox"/> a member of any municipal council | <input type="checkbox"/> 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) |
| <input type="checkbox"/> a member of any provincial legislature | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of Parliament or a provincial legislature |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | |
| <input type="checkbox"/> an official of any municipality or municipal entity | |

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:

- | | |
|--|---|
| <input type="checkbox"/> a member of any municipal council | <input type="checkbox"/> 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) |
| <input type="checkbox"/> a member of any provincial legislature | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of Parliament or a provincial legislature |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | |
| <input type="checkbox"/> an official of any municipality or municipal entity | |

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*



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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)
- 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.

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Signed

Date

Name

Position

Enterprise



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T2.2.4 Proposed amendments and qualifications

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

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

Page	Clause or item	Proposal

Signed _____ Date _____

Name _____ Position _____

Tenderer _____



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T2.2.5 PART A: SBD 1 Invitation to Bid

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	LEDA/PMU-PROF/2306	CLOSING DATE:	27 OCTOBER 2023	CLOSING TIME:	11H00
DESCRIPTION	FRAMEWORK AGREEMENT FOR MECHANICAL ENGINEERING CONSULTANCY SERVICES FOR LIMPOPO ECONOMIC DEVELOPMENT AGENCY FOR A PERIOD OF 36 MONTHS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
LIMPOPO ECONOMIC DEVELOPMENT AGENCY, ENTERPRISE DEVELOPMENT HOUSE,					
1 MAIN ROAD, LEBOWAKGOMO, 0737					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	SUZAN MABEBA		CONTACT PERSON	VUYISEKA BABA	
TELEPHONE NUMBER	015 633 4700		TELEPHONE NUMBER	015 633 4700	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	SUZAN.MABEBA@LED.CO.ZA		E-MAIL ADDRESS	VUYIBABA@GMAIL.COM	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
QUESTIONNAIRE TO BIDDING 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.					

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PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

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

2. TAX COMPLIANCE REQUIREMENTS

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

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

SIGNATURE OF BIDDER:

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

DATE:

...



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T2.2.6 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 interest¹ in the enterprise, employed by the state?

YES/NO

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

Full Name	Identity Number	Name of State institution

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



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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 consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

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



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- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.1 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

--



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T2.2.7 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

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

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2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender



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

3.2.1. POINTS AWARDED FOR PRICE

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

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

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.



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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.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points claimed (80/20 system) (To be completed by the tenderer)	Means of verification
Black people ownership	6		Central Supplier Database and company registration documents
Women equity	3		Central Supplier Database and company registration documents
Youth equity	3		Central Supplier Database and company registration documents
Disability	2		Medical certificate or equivalent
Promotion of small businesses	3		Staff complement and annual turnover
Enterprises located within Limpopo	3		Proof of address

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

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;

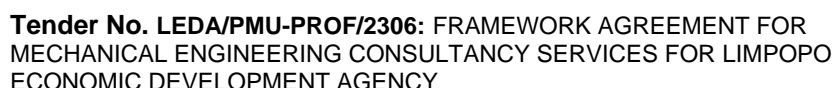


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- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor 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:



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.

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

I,....., chairperson of the board of directors of hereby confirm that by resolution of the board (copy attached) taken on20..., 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.

1.
Chairman

2.
Date

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

NOTE: This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.



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C. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Mrs....., authorised signatory of the company, acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract.....and any other contract resulting from it on our behalf.

This authorisation is evidenced by the attached power of attorney signed by legally authorised signatories of all the partners to the Joint Venture.

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME & CAPACITY

D. Certificate for sole proprietor

I,, hereby confirm that I am the sole owner of the business trading as.....

As Witness:

1.....
Signature: Sole owner

2.....
Date

E. Certificate for Close Corporation

We, the undersigned, being the key members 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

NOTE: This certificate is to be completed and signed by all the key members upon whom rests the direction of the affairs of the Close Corporation as a whole



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T2.2.9 Contactable References

Contactable reference #1.		Description of services provided	Particulars
Name of organisation:			Approximate fee income including VAT (R m)
Contact Person:		
Telephone:	Landline: Mobile:		Completion date (within last 5 years)
Email (if available):		
Contactable reference #2.		Description of services provided	Particulars
Name of organisation:			Approximate fee income including VAT (R m)
Contact Person:		
Telephone:	Landline: Mobile:		Completion date (within last 5 years)
Email (if available):		
Contactable reference #3.		Description of services provided	Particulars
Name of organisation:			Approximate fee income including VAT (R m)
		
			Completion date (within last 5 years)
		



T2.2.10: Valuation Schedule 1: Experience of Principal (*Key Personnel*) Consultant

The experience of the Principal Consultant (Key Consultant whose name is stated as such in Part 2 of the Contract Data) will be evaluated i.e. the person who will provide the service or under whose active and personal direction, control and supervision the service is to be provided (see scope of work).

This will be undertaken in relation to:

- 1) Professional profile: professional qualifications, professional experience (total duration of professional activity), level of education and training and positions held which have a bearing on the services which may be required.
- 2) Experience in relation to the services which may be required in terms of the scope of work

A CV of the Principal Consultant of **not** more than 4 pages must be attached to this schedule. Each CV should be structured under the following headings:

- 1 Personal particulars
- 2 Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations)
- 3 Name of current employer and position in enterprise
- 4 Overview of post graduate experience (year, organization and position / responsibilities)
- 5 Outline of assignments / experience that has a bearing on the required services giving dates, nature and scope of similar services that have been undertaken including the level of responsibility. Indicate projects completed during the course of the career and role played in the project.
- 6 Professional activities which have a bearing on the service

Certificates / suitable proof of membership must be attached to this schedule

The scoring will be as follows:

Rating / score	General experience and qualifications in relation to the service	Post professional registration relevant experience in relation to the service
0	Tenderer has submitted no information or inadequate information to determine scoring level or does not have an appropriate professional profile or experience.	
Poor (score 40)	Principal Consultant has a limited professional profile	Principal Consultant has limited levels of experience which relates to the proposed scope of work. The consultant has less than 3 years of experience post registration.
Satisfactory (score 70)	Principal Consultant has reasonable professional profile	Principal Consultant has reasonable levels of experience which relates to the proposed scope of work. The consultant has more than 3 years but less than or equal to 6 years of experience post registration [> 3 years but ≤ 6 years]
Good (score 90)	Principal Consultant has an extensive professional profile	Principal Consultant has extensive levels of experience which relates to the proposed scope of work. The consultant has more than 6 years but less than or equal to 10 years of experience post registration [> 6 years but ≤ 10 years]
Very good (score 100)	Principal Consultant has outstanding professional profile	Principal Consultant has outstanding levels of experience which relates to the proposed scope of work. The consultant has more than 6 years but less than or equal to 10 years of experience post registration [> 6 years but ≤ 10 years]

Name of proposed Principal Consultant (*key person*):

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 schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed

Date

Name

Position

Tenderer



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T2.2.11 EVALUATION SCHEDULE 2: Value add by Tenderer

The value added by the tenderer in delivering the service will be evaluated i.e. the answer to the question as to why the Employer will derive better value for money by contracting with the tenderer and making use of the Principal Consultant that is offered for the proposed service rather than with any other tenderer and their offered Principal Consultant.

The tenderer should specifically outline the value add with respect to the entity's portfolio of work and past experience in the field of Mechanical Engineering

The tenderer must briefly outline the value add offered in not more than six pages and attach this to this page. The tenderer should also state what value add other staff members will provide to the service and refrain from submitting generic company literature.

The scoring of the tenderer's value added will be as follows:

1. ADDITIONAL TECHNICAL RESOURCES [15 points]

Additional staff	Points allocation
1 x additional technical staff registered with ECSA as PrEng or PrTech Eng	5
2 x additional technical staff registered with ECSA as PrEng or PrTech Eng	10
At least 1 x Technicians and or draughtsman	5
No additional staff	0

2. REFERENCE LETTERS FOR COMPLETED PROJECTS [35 points]

	Description	Points allocated for referral showing that project reach practical completion [JBCC] or similar in other contracting strategies	Additional Points allocated for where projects attained Final completion
Bidder's previous experience in providing engineering services. Bidder should submit referral letters from the Client – as per template attached in this tender (page 44)	No letter	0	0
	1 x referral letter	5	2
	2 x referral letter	10	4
	3 x referral letter	15	6
	4 x referral letter	20	8
	5 x referral letter	25	10

The referral letters should be fully completed to enable award of the points. The following information is required:

1. Details the Client, project name, scope of works, project value and services rendered by the professional service provider.
2. Selection of whether project reach Practical completion and approval of final accounts and close-out reports in JBCC or similar in other contracting strategies.
3. Signed by the contact person from the Client
4. Stamp of the Client



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3. QUALITY MANAGEMENT SYSTEM

Bidder submitted ISO 9001 certificate	10
Bidder did not submit ISO 9001 certificate	0

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

Signed _____

Date

Name _____

Position

Tenderer



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This template should be used as referral letter by consultants for completed projects

Referral letter for Mechanical Engineering Consultancy Services

Name of Client : _____

Address : _____

Consultant Name : _____

Project Name : _____

Project Scope : _____

Project site : _____

Services Rendered : _____

Value of works : _____ (VAT Included)
(professional fees exceeded R 0.5 million as stated in Tender Data)

The Project reached Practical Completion or similar? Yes or No

Project reached close-out stage? Yes or No

Provides any information deemed necessary about the service rendered by the Consultant

I certify that the above information is true:

Name

Signature

Date

Email address

Tel. _____

Client Stamp



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T2.2.12: EVALUATION SCHEDULE 3: Company office established in Limpopo Province

A bidder must attach any of the following documents as a proof of the local address within Limpopo Province (The physical address in the following documents should be the same as provided in the SBD 1 and Central Supplier Database (CSD) report:

1. Municipal Account/Bill, which must not be older than three months or
2. Formal current Lease Agreement accompanied by a Lessor's Municipal account or Traditional Authority Letter or
3. Title deed or
4. Letter from a Traditional Authority not older than three months

The points will be awarded as follows:

Office within Limpopo Province	10
No proof of location is submitted or the bidder is located outside the Limpopo Province	0



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THE CONTRACT



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PART 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:

The tenderer, identified in the Offer signature block, has examined the documents listed in the Tender Data and addenda thereto (if applicable) as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the tenderer offers to perform all of the obligations and liabilities of the *Consultant* under the contract including compliance with all its terms and conditions for an amount to be determined in accordance with the conditions of contract identified in the Contract Data without any guarantee of a quantum of work.

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 including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the *Consultant* in the conditions of contract identified in the Contract Data.

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

Name &
signature of
witness Date



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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 Consultant 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



Part 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:

G: Term contract

dispute resolution Option W1: Dispute resolution procedure
and secondary Options

X1: Price adjustment for inflation

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 Economic Development Agency
Address: Enterprise Development House, 1 Main Road, Lebowakgomo, 0737
Telephone: (015) 633 4700
Email: suzan.mabeba@leda.co.za
or

LEDA as represented by the person or unit that is notified by such LEDA

11.2(9) The *services* relate to the provision of Mechanical Engineering Consultancy services within the Limpopo Province, over a three year term without any commitment to a quantum of work.

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



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13.1	The <i>language of this contract</i> is English	
13.3	The <i>period for reply</i> is 2 weeks	
13.6	The <i>period for retention</i> is 5 years following Completion or earlier termination	
2	The Parties' main responsibilities	
25.2	The <i>Employer</i> provides access to the following persons, places and things as stated in the Task Order	
3	Time	
30.1	The <i>starting date</i> is "two 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 <i>completion date</i> for the whole of the <i>services</i> is 3 Years after the <i>starting date</i>	
11.2(6)	The Key Dates and the <i>conditions</i> to be met are as stated in the Task Order	
31.1	The <i>Consultant</i> is to submit a first programme for acceptance within the time stated in the Task Order	
32.2	The <i>Consultant</i> submits revised programmes at intervals no longer than the period stated in the Task Order	
4	Quality	
40.2	The quality policy statement and quality plan are provided within the time stated in the Task Order	
41.1	The <i>defects date</i> is 26 weeks after Completion of the whole of the <i>services</i> .	
5	Payment	
50.1	The <i>assessment interval</i> is a calendar month	
50.3	The <i>expenses</i> stated by the <i>Employer</i> are	
	Item <ul style="list-style-type: none"> • printing or reproduction of documents issued to the <i>Employer</i> or, where instructed by the <i>Employer</i>, to Others, other than general correspondence and minor reports • covers and binding of documents issued to the <i>Employer</i> or, where instructed by the <i>Employer</i>, to Others other than general correspondence and minor reports • maps, models and presentation materials required by the <i>Employer</i> 	Amount market related cost or in accordance with the latest Rates for Reimbursable expenses published on www.publicworks.gov.za/consultants
	<ul style="list-style-type: none"> • airfares, train fare, taxi, hired car, parking charges and toll fees for travel outside of the 500km from the home base (Polokwane Head Office) of the Consultant identified in Part 2 of the Contract Data to perform the services where authorised by the <i>Employer</i> • accommodation where the services necessitates that staff need to travel outside of the 500km from the home base (Limpopo) of the Consultant identified in Part 2 of the Contract Data to perform the services where authorised by the <i>Employer</i> 	cost
	<ul style="list-style-type: none"> • vehicle travel outside of the 100km from the Company's registered address within Limpopo Province identified in Part 2 of the Contract Data to perform the services where authorised by the <i>Employer</i> • 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 <i>Employer</i> 	in accordance with the latest Rates for Reimbursable expenses published on http://www.publicworks.gov.za/consultantsguidelines.html



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- 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.

- specialist studies, design services, inputs, advice and tests where instructed by the *Employer* cost plus 10 %

- special equipment such as such as Dual Frequency GPS with RTK, Laser Scanner, Specialist Software, and any equipment required to conduct aerial surveys Open market or competitively tendered prices with all deductions for all discounts, rebates and taxes which can be recovered plus 10%
- casual labour

51.1 The period within which payments are made is 30 days from submission of approved deliverable and invoice.

51.2 The *currency of this contract* is the South African Rand.

51.5 The *interest rate* is the Prime lending rate of the *Employer's* Bank

6 Compensation events

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.

7 Rights to material

No data required for this section of the *conditions of contract*.

8 Indemnity, insurance and liability

81.1 The amounts of insurance and the periods for which the Consultant maintains insurance are

Event	Cover	Period following Completion of the whole of the services or earlier termination
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 2.0 million in respect of each claim, without limit to the number of claims	For as long as the Consultant remains in business
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 2,0 million in respect of each claim, without limit to the number of claims	0
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 Consultant deems desirable in addition	0
81.1 The <i>Employer</i> provides the following insurances :		
None		
82.1 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		



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9	Termination
	No data required for this section of the <i>conditions of contract</i> .
10	Data for main Option clause
G	Term contract
21.4	The <i>Consultant</i> prepares forecasts of the total Time Charge and <i>expenses</i> at intervals no longer than 5 weeks.
11	Data for Option W1
W1.1	The <i>Adjudicator</i> 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),
W1.2(3)	The <i>Adjudicator</i> 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), in accordance with the procedure set out in Clause Z2
W1.4(2)	The <i>tribunal</i> 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 <i>index</i> 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 <i>staff rates</i> are
	<ul style="list-style-type: none"> 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 <i>law of the project</i> is the law of the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.
X7	Delay Damages
X7.1	Delay damages for late Completion of the Whole of the services are as stated in the Task Order.
X10	The Employer's Agent
X10.1	The <i>Employer's Agent</i> is as stated in the Task Order
	The authority of the <i>Employer's Agent</i> 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 <i>additional conditions of contract</i> are



Z1 Tax invoices

The *Consultant's* invoice.

Delete the first sentence of core clause 50.2 and replace with:

Invoices submitted by the *Consultant* to the *Employer* include:

- the details stated in the Scope to show how the amount due has been assessed, and
- the details required by the *Employer* for a valid tax invoice.
- Approved deliverables.

Delete the first sentence of core 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), 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 Task 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 within *travel more than 50 km from the home base of the Consultant identified in Part 2 of the Contract Data to provide Mechanical Engineering Services.*

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 Task Order. Such amounts may be further broken down should the *Consultant* so require.

Z6 Vendor registration

The *Consultant* registers on the *Employer's* vendor database by completing the relevant Vendor Registration Form and providing all the required information.

One hundred percent of the Prices for Services Provided to Date is retained in assessments of the amount due until the *Consultant* has registered on the *Employer's* database.

Z7 Contract Date

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

Z8 Price adjustment for inflation

Notwithstanding the provisions of X1

- (1) The provisions of X1.4 and X1.5 do not apply.
- (2) The *Consultant* calculates the *staff rates* at the Contract Date for all rates which are fixed and are not variable with changes in salary paid to individuals, by multiplying the *staff rates* contained in the Pricing Data by $1 + (L - B) / B$, where B is the last value of the *index* published before the *starting date* and L is the last published value of the *index* published before the Contract Date.

Z9 Key persons in Task Orders

- 1) *Key persons* to undertake specific jobs for the *Consultant* in respect of a particular Task may be included in a Task Order.
- 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*.



Z10 Confining the services to one or more provinces

Notwithstanding the provisions of 11.2(9), the Consultant shall only Provide the Services in the Limpopo province.

Z11 Low performance damages for failing to adhere to the Accepted Programme

If the *Consultant* fails to adhere to the Accepted Programme and as a consequence is the primary reason for a delay in the finalization of an end-of-stage deliverable required in terms of the National Treasury Framework for Infrastructure Delivery and Procurement Management, the *Consultant* pays low performance damages in the following amounts:

Delay in finalizing the deliverable	Amount
Up to 7 days	5% of the total of the Prices for the stage that is delayed
More than 7 days but less than 14 days	10% of the total of the Prices for the stage that is delayed
More than 14 days but less than 21 days	15% of the total of the Prices for the stage that is delayed
More than 21 days but less than 28 days	20% of the total of the Prices for the stage that is delayed
More than 28 days	25% of the total of the Prices for the stage that is delayed



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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>Job:</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
G	Term contract
11.2(25)	The <i>task schedule</i> is in the Pricing Data



C2: Pricing Data

The actual pricing will be done when LEDA or any organ of state issues an RFQ after the service providers have entered into an agreement with LEDA. This section details the conditions that will apply at that time.

C2.1 Pricing assumptions

C.2.1.1 General

C.2.1.1.1 The *Consultant* will be paid either under Option G (Term Contract) i.e. on a combination of Time Charges (sum of the products for each of the *staff rate* multiplied by the time appropriate to that *rate* properly spent on work in the contract) and Option B: Priced Contract with Activity Schedule.

C.2.1.1.2 *Expenses* as provided for in the contract are paid in addition to the total of the Time Charges and lump sum prices.

C.2.1.1.3 There is no adjustment to the lump sums for items in the Task 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 Task 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 G 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, *within 50 km from the key person's home base identified in Part 2 of the Contract Data*;
- 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 the provider will 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 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 staff rates.

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).

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 1800cc is not a hired car and cannot be claimed as an expense



Part C3: Scope of work

1 Background

Limpopo Economic Development Agency (LEDA) has established an Infrastructure Development Unit (IBU) (also referred to as PMU) to act as an implementing agent to supplement the existing available capacity to deliver the much-needed infrastructure for social and economic development in the Limpopo Province.

2 Employer's objectives

The objective of this contract is to obtain the services of Mechanical Engineering Providers for the Limpopo Economic Development Agency. Any organ of state may participate on this framework agreement and issue task orders as necessary.

3 Framework agreements

Previously, the National Treasury issued a *Standard for Infrastructure Procurement and Delivery Management* (SIPDM) through PFMA Treasury Instruction No 4 of 2015 2016 that made provision for framework agreements. In addition, the CIDB practice Note # 15 of 2008 make provision for framework agreements. In this respect, "framework agreements are agreements between two parties that establish the terms for the supply of goods, construction works or services over a period of time, but which do not set out the precise quantities that are required, and where tasks are undertaken on an ad-hoc basis".

The employer may issue task orders on the scope of works covered by such agreements, thus the parties from having to procure from the open market every time work is required.

4 Description of the services

The services over the term of the contract include, but not limited:

- a. Planning, designing, and reviewing of the mechanical installations within and around the buildings, in and adjacent to the site, including one or more of the following:
 - o external and internal environmental agents.
 - o maintenance schedule and specified component design life; or
 - o changes in form or properties.
- b. Providing advice and specifying procedures relating to the maintenance and repair of Mechanical systems and components thereof.
- c. Procuring as necessary of the services of others to provide specialists studies, design advice or services in support of the services which the consultant provides; and
- d. assistance in the evaluation of tender offers.
- e. Undertaking of condition assessments of mechanical works.
- f. Providing advice and specifying procedures relating to the maintenance and repair of mechanical systems or components thereof.
- g. Performing duties in terms of a contract with a contractor who constructs, repairs or maintains mechanical systems.
- h. The procuring as necessary of the services of others to provide specialists studies, design advice or services in support of the services which the consultant provides.
- i. Preparation and review of procurement documents for compliance with the requirements of the *Framework for Infrastructure Delivery and Procurement Management (FIDPM)*
- j. Assistance in the evaluation of tender submissions, including evaluation of quality.
- k. Municipal submission of plans and approval.

Annexure 2 Standard scope of professional services associated with the delivery of a package



5 Requirements

5.1 General

5.1.1 The Consultant shall in the provision of the services observe all relevant statutes, by-laws and associated regulations, the provisions of National Treasury's Framework for Infrastructure Delivery and Procurement Management, standards of professional conduct and industry norms established in relevant South African national standards published in terms of the Standards Act of 2008 or standards recommended by professional associations.

5.1.2 The Consultant shall provide the services in accordance with the relevant provisions of:

- a) The Standard Scope of Professional Services associated with the delivery of a Package (see Annexure 2) as a Designer and Supervising agent; and
- b) The Engineering Council of South Africa (ECSA) Guideline for Services and Processes for estimating fees for Persons registered in terms of Engineering Act, 2000 (Act 46 of 2000), as amended;
- a) *The Joint Mechanical Division of the Institution of Mechanical Engineers and the South African Institution of Civil Engineering's Standard for Mechanical engineering services* (see www.jsd.co.za)
- b) Framework for Infrastructure Delivery and Procurement Management;

5.2 Production information requirements

5.2.1 Construction requirements shall be described in terms of South African national standards published by the South African Bureau of Standards (SABS) where such standards exist and their scope covers such requirements.

5.2.2 Other relevant standards and regulations, amongst others:

- SANS 7396-1 – Pipeline systems for compressed Medical Gases and Vacuum
- SANS 7396-2 – Anaesthetic Gas Scavenging disposal systems
- SANS 10252-1: 2012 Part 1: Water supply installations for buildings.
- SANS 10252-2: 1993 Part 2: Drainage installations for buildings.
- SANS 10400: 2010 PART A, P, S, W (National Building Regulations.)
- SANS 10400 XA : 2011 – Energy Usage in Buildings
- SANS 2001 DP2 – Medium pressure pipe lines.
- SANS 10400-O: 2011
- SANS 10400 XA: 2011 – Energy Usage in Buildings
- SANS 10400 W – National Building regulation, Fire Installation
- SANS 10287 :2000 – Code of Practice: Automatic Sprinkler Installations for Fire-Fighting Purposes, including all specification referred to within the SANS 10287
- SANS 10139 Fire detection and alarm systems for buildings – System design, installation and servicing
- Occupational, Health and Safety Regulations (OSHACT) – ACT 85 of 1993 – as amended
- SANS 10131 – “Above-ground storage tanks for petroleum products”
- SANS 10139 – “Fire detection and alarm systems for buildings – system design, installation and servicing.
- SANS 10089 – part 1: “The Petroleum industry: Storage and distribution of petroleum products in above-ground bulk installations”.
- Department of Public Works Consultant Guidelines as obtained <http://www.publicworks.gov.za/consultantsdocs.html>
- PW371 Specification of materials and method to be used.
- Health Infrastructure Norms and Standard Guidelines (Gazette 37348, 37790, 38776).
- Education Infrastructure Norms and Standards Guidelines.
- Local municipal by-laws and regulations.



5.2.3 A bill of quantities shall not be used as a substitute for production information.

Note: The National Treasury Framework for Infrastructure Delivery and Procurement Management defines production information as *information which provides the detailing, performance definition, specification, sizing and positioning of all systems and components enabling either construction (where the constructor is able to build directly from the information prepared) or the production of manufacturing and installation information for construction.*

5.3 Standard systems of measurements

5.3.1 Bills of quantities shall be prepared as per scope of works, drawings, site plans and in alignment with the other disciplines (Mechanical, Structural and Architectural) in order to bring the facility into working condition.

5.3.2 Where applicable, the bills of quantities shall be prepared in accordance with the provisions of the Standard System of Measuring Builders Work – Edition 7 (2015) published by the Association of South African Quantity Surveyors.

5.3.3 Space Guidelines – Professional Service Providers instruction for Quantity Surveyors and Architects.

5.4 Reporting and attendance at meetings

5.4.1 The Consultant shall prepare in a format acceptable to the Employer progress reports for tabling at fortnightly project meetings and to accompany invoices for payment.

5.4.2 The Consultant shall attend regular design and / or site co-ordination meetings with the Employer's project management team as well as ad hoc meetings convened to deal with specific issues that may arise.

5.4.3 The Consultant shall promptly provide information required for the reports which the Employer and / or the project management team are required to prepare e.g. quarterly Presidential Infrastructure Co-ordinating Committee reports on key performance indicators.

6 Facilities and equipment to be provided by the Employer

No facilities or equipment are provided by the Employer.

7 Skills development requirements

The Consultant shall achieve in the execution of a Task Order whose value exceeds R2,0 million and which has a duration in excess of 12 months the contract skills development goal established in the *Specification for developing skills that result in nationally accredited outcomes through infrastructure contracts* (Annexure 4).

8 Procurement of specialist studies, inputs, advice and tests

The Consultant shall:

- a) obtain the Employer's prior permission to procure specialist studies, inputs, advice and tests; and
- b) either obtain three quotes for studies, inputs and tests and award a contract to the service provider offering the best value for money or engage a sole provider at open market rates.
- c) Compile terms of reference thereof.



9 Facilities and equipment to be provided by the Consultant

The Consultant shall provide all equipment and facilities required to provide the services relating to required service.

10 Communications

All communications with the Employer which are made in terms of the contract should be made using the standard templates provided by the Employer. Reference to the Framework Agreement description shall at all times precede any project related communication.

11 Issuing of RFQ and Task Orders

Post the appointment of the service provider to the framework agreement, LEDA will call all qualifying service providers and issue request for task orders as necessary – depending on the size of the project and complexity. The Request for Quotations will be based on Option A: Priced Contract with Activity Schedule and Option G: Term contract.

The process of inviting service providers during the issuing of request for task orders will be based on the nature or classification of works (either complex or simple) and size of the project (estimated total value of the project).

For complex projects, only service providers who their principal consultants are registered as professional engineers (Pr.Eng) with the ECSA will be considered and invited.

The estimated value of the Mechanical installations applicable to the project will be used to determine the size of enterprises (small, medium or large) to be invited as follows:

- (i) Where the estimated costs of Mechanical installations of the project is less than R 5 million, **small enterprises** within the framework agreement will be invited.
- (ii) Where the estimated costs of Mechanical installations of the project is above R 5 million and less than R 10 million, **only medium and large enterprises** will be invited.
- (iii) Where the estimated costs of Mechanical installations of the project is above R 10 million, **only large enterprises** will be invited.

Size of enterprise versus estimated value of mechanical works

SIZE OF ENTERPRISE TO BE INVITED	ESTIMATED VALUE OF MECHANICAL WORKS	PROFESSIONALS REQUIRED
Small enterprises within the framework agreement	Less than R 5 million	A minimum of 1 Professionally registered person
Medium and Large enterprises only	Above R 5 million and less than R 10 million	A minimum of 2 Professionally registered persons
Large enterprises only	Above R 10 million	A minimum of 3 Professionally registered person



The evaluation of task order request will be evaluated in terms of Method 2: Financial Offer and Preference – unless otherwise stated on the specific RFQ. The points for preference will be done in terms of the LEDA Preferential Procurement Regulations of 2022 – or as amended, at the time of the issuing of the request for task order. This information will be included on the request for Quotations.

The number of points awarded for financial offer will be calculated using this equation.

$$P = 80 * \left(1 - \frac{(P_o - P_m)}{P_m}\right) \text{ or } P = 90 * \left(1 - \frac{(P_o - P_m)}{P_m}\right)$$

Where:

P is the points awarded to the bid under consideration

P_m is the lowest acceptable bid price

P_o is the comparative price under consideration

POINTS AWARDED FOR SPECIFIC GOALS

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:

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.



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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points claimed (80/20 system) (To be completed by the tenderer)	Means of verification
Black people ownership	6		Central Supplier Database and company registration documents
Women equity	3		Central Supplier Database and company registration documents
Youth equity	3		Central Supplier Database and company registration documents
Disability	2		Medical certificate or equivalent
Promotion of small businesses	3		Staff complement and annual turnover
Enterprises located within Limpopo	3		Proof of address

For complex projects, LEDA may also consider additional information during the evaluation of the proposals. This may include amongst others, the following – which will be considered during RQF and evaluation thereof:

- Current performance of the service provider in relation to similar works allocated by LEDA.
- Experience of the consultants (Consultant's general experience and record in the field covered by the ToR) – only professional engineers will be considered.
- Submission of a proposed project approach/methodology that best represents the ToR.
- Submission of proposed project schedule, or work plan that best represents the ToR.

LEDA or any organ of state reserves the right to cancel any RFQ and consider advertising any tender on open tender as the case may be when it is necessary to do so.

12 Invoices

Invoices submitted shall be a Tax invoice inclusive of VAT. The invoice shall comply with requirements, if any, established by the Employer. A copy of the task order shall accompany the Tax Invoice, together with a CD of approved deliverables.

13 Vendor registration

The Consultant shall complete vendor registration forms before the first assessment date. Such forms and the submission requirements shall be obtained from the Employer.



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Annexure 1: Proforma Task Order [For Time based]

Task Order (PSC-G)

for use with Framework agreement based on the NEC3 PSC



Employer:

Unit / department:

Consultant :

Framework contract details:

No:		Title:	
------------	--	---------------	--

Task Order No:

Detailed description of the work in the Task

Contract Data associated with the performance of the Task

Part 1: Data provided by the Employer

1 General

The Contract Data as provided for in the *Consultant's* framework contract applies together with the additional *contract data* in this Task Order

11.2(10) The following matters will be included in the Risk Register

11.2(6) The Key Dates and the conditions to be met are:

Condition to be met

key date

1

2

3

2 The Parties' main responsibilities

22.1 The *Consultant's* key person is:

1 Name:

Job:

Responsibilities:

Qualifications:



Experience:

22.2 Other professional(s)

1 Name:

Job

Responsibilities:

Qualifications:

Experience:

25.2 The *Employer* provides access to the following persons, places and things

	access to	access date
1		
2		
3		

3 Time

31.1 The *Consultant* is to submit a first programme for acceptance within weeks of the issue of the Task Order.

32.2 The *Consultant* submits revised programmes at intervals no longer than weeks

4 Quality

40.2 The quality policy statement and quality plan are provided within weeks of the receipt of the Task Order.

G Term contract

55.1 The starting date for the Task is

55.1 The Task Completion Date is

55.1 The delay damages are R per day

X10 The Employer's Agent

The *Employer's Agent* is

Name:

Address:

Tel. No.:

Fax No.:

email:



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Part 2: Data provided by the *Consultant*

Consultant's representative is (Name):

Address

Tel No.:

Fax No.

Email.

11.2(10) The following matters (if any) will be included in the Risk Register

25.2 The *Employer* provides access to the following persons, places and things

access to

access date

1

2

3

31.1 The programme identified in the Contract Data is attached to this Task Order

Task Schedule for work in the Task

11.2 Time Charges or Activity Based³

Item number	Description of time based item or activity schedule to be carried	Expected output	Initial forecast
1	Condition assessment of the facility and/or Project initiation	Status Quo Report or Initiation report	R
2	Concept design	Concept design report	R
3	Detailed design	Detailed design report	R
4	Design documentation	Bills of Quantities, Specifications and Tender documentations	R
5	Works	Practical Completion, Works Completion and Final Completion	R
6	Closeout	Closeout report	R
Total of the Prices for this Task Order (VAT Excl.)			R
% Discount			%
A. Total Forecast of charges – after discount (VAT Excl.)			R

³ Delete whichever is no applicable



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B. Total Disbursement

Disbursements (as per the latest rate of Reimbursable Expenses published by NDPW)

Item Number	Description	Quantity	Rate	Amount
1	Travelling Distance (maximum 2 x Trips per month)			
2	Printing			
3	Duplicating			
4	Additional travelling (contingency) ⁴			
5	Additional time charges related to meetings by client and special circumstances ⁵			

C. Specialist sub-contracting or management fee

A. Total Forecast of Time or Activity Charges excluding VAT

R

B. Disbursements

R

C. Specialist sub-contracting / Management Fee

R

Total of the Prices for this Task Order (A+B+C) excluding VAT

R

VAT

R

Total of the Prices for this Task Order including VAT

R

Total of the Prices for this Task Order including VAT (in words):

The above prices are valid for days from the date of the *Consultant's* signature below

Consultant's representative

Signature:

Name:

Date:

Acceptance by *Employer*

The above pricing and other details in this Task Order are accepted and the *Consultant* may now commence work on the Task in terms of Clause 55.3.

Signature:

Name: (Print)

Date:

⁴ To be used as contingency and is the prerogative of the employer. Prior approval is required by the service provider

⁵ To be used as contingency and is the prerogative of the employer. Prior approval is required by the service provider



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Annexure 2: Standard scope of professional services associated with the delivery of a package



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Annexure 3: Framework for the determination of professional fees for consulting services



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Annexure 4: Specification for developing skills that result in nationally accredited outcomes through