



public works & infrastructure

Department of
Public Works & Infrastructure
FREE STATE PROVINCE

**HEAD OF DEPARTMENT
MOTSAMAI. E. MOHLAHLA
DEPARTMENT PUBLIC WORKS & INFRASTRUCTURE**

TENDER NUMBER: DPWFS (T) 001/2022

TENDER DOCUMENTATION

**APPOINTMENT OF A SUITABLY QUALIFIED FIRE
ENGINEERING CONSULTANCY SERVICE ON EXISTING
BUILDINGS
FREE STATE BUILDINGS ON BEHALF OF THE FREE
STATE DEPARTMENT PUBLIC WORKS AND
INFRASTRUCTURE.**

OCTOBER 2022

**THE DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE****Physical address:**

OR Tambo House
Cnr St Andrews Street and Markgraaff Street Bloemfontein
9301

Post box number:

P.O. Box 690
Bloemfontein
9301

DIRECTORATE: SUPPLY CHAIN MANAGEMENT**Contact Person:**

Name: Ms. Lesedi Moleme
Telephone: 051 492 3886
Email: molemel@fsworks.gov.za

DIRECTORATE: WORKS DESIGN UNIT**Contact Person:**

Name: Mr. Thurlo McPherson
Telephone: 051 403 7857 / 066 307 2583
Email: mcpheersont@fsworks.gov.za

TENDERER:

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PRICES INCLUSIVE OF VALUE ADDED TAX:**(a) Total price in numbers:**

R.

(b) Total price in words:

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CIDB CRS NUMBER:

(Main contractor must complete and price the entire Bill of Quantities from which he/she will identify portions of the works which are intended for the achievement of minimum of 30% sub-contracting objectives in line with PPR of 2017)



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C4	Site Information
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C5.1	Proof of company registration on CIPC.
C5.2	A valid Tax Clearance Certificate issued by the South African Revenue Services.
C5.3	Certified copy of VAT Registration Certificate (if VAT number is not included in tax clearance certificate),
C5.4	Valid Proof of Registration on the National Treasury's Central Supplier's Database must be accompany this bid
C5.5	Certified copy of a Workmen's Compensation Certificate, Act 4 of 2002,
C5.6	Certified copy of Unemployment Insurance Certificate, Act 4 of 2002,
C5.7	Certified copy of Certificate of Incorporation (if tenderer is a Company),
C5.8	Certified copy of Founding Statement (if tenderer is a Closed Corporation),
C5.9	Certified copy of Partnership Agreement (if tenderer is a Partnership),
C5.10	Certified copy of Identity Document (if tenderer is a One-man concern),
C5.11	Partnership or Joint Venture Agreement (if tenderer is a Joint Venture),
C5.12	Curriculum Vitae of all supervisory.

TENDER NUMBER:

DPWFS (T) 001/2022

DESCRIPTION:

**FIRE ENGINEERING CONSULTANCY SERVICE
FOR EXISTING FREE STATE BUILDINGS.**



THE TENDER

PART T1: TENDERING PROCEDURES

TENDER NUMBER: DPWFS (T) 001/2022

DESCRIPTION: FIRE ENGINEERING CONSULTANCY SERVICE
FOR EXISTING FREE STATE BUILDINGS.



T1.1 - Tender Notice and Invitation to Tender

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DESCRIPTION: FIRE ENGINEERING CONSULTANCY SERVICE
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TENDER NO: DPWFS (T) 001/2022

DESCRIPTION: APPOINTMENT OF A SUITABLY QUALIFIED FIRE ENGINEERING CONSULTANCY SERVICE ON EXISTING BUILDINGS FREE STATE BUILDINGS ON BEHALF OF THE FREE STATE DEPARTMENT PUBLIC WORKS AND INFRASTRUCTURE.

T1.1 Tender Notice and Invitation to Tender

The Department of Public Works and Infrastructure, invites suitably qualified professional firm/s, joint venture, partnership or Fire Engineering Consultancy Service for Existing Free State Buildings.

Tenderers should have a Fire Engineering Certificate from the Engineering Council of South Africa (ECSA)

Bids will be evaluated according to the 80/20 points system whereby:

Project title:	APPOINTMENT OF A SUITABLY QUALIFIED FIRE ENGINEERING CONSULTANCY SERVICE ON EXISTING BUILDINGS FREE STATE BUILDINGS ON BEHALF OF THE FREE STATE DEPARTMENT PUBLIC WORKS AND INFRASTRUCTURE.		
Tender No:	DPWFS (T) 001/2022		
Advertising date:	07 October 2022	Closing Date:	04 November 2022
Closing time:	11:00	Validity Period	90 Days (Calendar Days)
Compulsory Clarification Date:	26 October 2022	Compulsory Clarification Venue:	OR Tambo Building (Main gate entrance- OUTSIDE) Cnr Markgraaf and St Andrews Street, Bloemfontein
Time:	10h00am		
Tenders are to be delivered to the following address on the stipulated closing date and time:	Department of Public Works and Infrastructure: Ground Floor (Main Entrance Foyer) at OR Tambo House (Old Lebohang Building); St Andrew Street; Bloemfontein		

COLLECTION OF TENDER DOCUMENTS

- Please note that bid documents are obtainable from e-tender portal on www.etenders.gov.za from **07 October 2022** OR
- Bid documents will also be available from **07 October 2022** from 09h00 to 14h30 at the Department of Public Works and Infrastructure SCM Offices, Room 101B, First Floor, OR Tambo House Cnr Markgraaf and St Andrews Street, Bloemfontein. However, a non-refundable tender / bid deposit of R342.00 is payable in cash (please bring the exact amount) on collection of the bid documents. [Payments to be made at Room 102, 01st Floor, OR Tambo House]. The bid is also obtainable from e-Tender Portal.
- Bids are to be completed in accordance with the conditions and bid rules contained in the bid documents. Bid documents must be properly indexed and neatly bound.

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The physical address for collection of tender documents is:

FREE STATE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE

Cnr St Andrews Street and Markgraaff Street
OR Tambo House
Room 101B, 1st Floor
Bloemfontein
9301

BIDS ARE TO BE COMPLETED IN ACCORDANCE WITH THE CONDITIONS AND BID RULES CONTAINED IN THE BID DOCUMENTS. BID DOCUMENTS MUST BE PROPERLY INDEXED AND NEATLY BOUNDED.

REASONS FOR DISQUALIFICATION

1. The department reserves the right to disqualify any bidder which does any one or more of the following, and such disqualification may take place without prior notice to the offending bidder:
 - a. bidders who's tax matters are not compliant with SARS requirements as reflected on eFiling and/or CSD at the time of award (however such bidders will be advised in writing to approach the SARS in order ensure that tax matters are compliant within a period of seven working days;
 - b. bidders who submitted incomplete information and documentation according to the requirements of this bid document, e.g. not submitting both a fully completed document with all returnable documents as stated on this tender document;
 - c. bidders who submitted information that is fraudulent, factually untrue or inaccurate information;
 - d. bidders who received information not available to other bidders through fraudulent means.
 - e. Bidders whose CIDB grading status has been suspended and/or cancelled.
 - f. Bidders who do not comply with mandatory requirement as stated in this document.
 - g. Telegraphic, telephonic, telefax, facsimile and late tenders will not be accepted.
 - h. Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data
-

1. EVALUATION BIDS RECEIVED:

1.1. STAGE ONE: MANDATORY REQUIREMENTS

- 1.1.1 Provide unique security personal identification number (PIN) issued by the South African Revenue Services and/or Central Supplier Database's MAAA number which will be used to verify valid tax compliance status of the bidding entity. (Where Consortium / Joint Venture / Sub-contractors are involved, each party to the association must have a compliant tax status which will be confirmed at the time of award).
- 1.1.2 A valid proof of registration on the National Treasury's Central Supplier's Database must be accompanying this bid (where Consortium / Joint Venture / Sub-contractors are involved, each party to the association must submit a separate or a unique security personal Identification number).
 - However, joint ventures, partnerships, including unincorporated partnerships must register on the CSD within 15 days of the date of bid advert closing.
- 1.1.3 Potential Bidders must have should have a Fire Engineering Certificate from the Engineering Council of South Africa (ECSA). (Valid proof must be attached).
- 1.1.4 Dully completed and signed SBD 1 and SBD 4

- 1.1.5 Duly completed and signed annual financial declaration. Attach income statement and the balance sheet as support for the declaration as supporting documents.
- 1.1.6 The Department will only consider bids from bidders who have B-BBEE level one (01) to four (04), i.e. BBBEE level of contribution five to eight will not be considered. A valid proof of registration with the relevant professional body/ies recognized by Council for Built Environment (CBE). The Construction Codes will be used to evaluate this requirement.
- 1.1.7 Duly Signed and completed Annexure A – Record of Addenda to tender documents.
- 1.1.8 Duly signed and completed Annexure B – Proposed amendments and qualifications.
- 1.1.9 Duly signed and completed Annexure A – Compulsory Declaration.
- 1.1.10 Attendance of the Compulsory Clarification Meeting and the signing of secrecy security document.
- 1.1.11 All documents must be completed in writing with a black ink.

1.2 **NON – MANDATORY REQUIREMENTS REQUIRED FOR EVALUATION PURPOSES:**

- 1.2.1 Completed and signed schedule of tender's schedule of experience.
- 1.2.2 Duly completed and signed SBD 6.1 – Preference points claim form in terms of the Preferential Procurement Regulations 2017.
- 1.2.3 Attach appointment letters, reference letters and completion certificates where the contractor has carried out similar nature of works.
- 1.2.4 Attach curriculum vitae of relevant staff in the format of the Resource Information Sheet provided.
- 1.2.5 All documents must be completed in writing with a black.

1.3 **STAGE TWO : EVALUATION ON FUNCTIONALITY CRITERIA**

Each bidder must score a minimum of 132 points out 175 points in order to be appointed. The functionality criteria and maximum score in respect of each of the criteria for a particular service are as follows:

NO	CRITERION	GUIDELINE FOR CRITERION	MAXIMUM SCORE
1	CAPACITY AND EXPERIENCE OF THE CONSULTING FIRM	Capacity of the bidder to execute the works. In order to qualify here, the bidder will have to demonstrate their capacity/ability to execute the works needed in fire engineering projects of a similar nature within the last 5 years:	50
		7 Projects	
		6 Projects	
		5 Projects	
		4 Projects	
		3 Projects	
		Supporting documents required to support the claims above [Only Appointment letter/s which are accompanied by the reference letters for projects above R2 million (consulting fees) must be submitted as proof to support claims made above]. <ul style="list-style-type: none"> Failure to complete and sign the tenderer's schedule of experience will result in the bidder forfeiting these points. Supporting documents must be stamped, signed and on the letterhead of the employer. All projects listed above must be registered on the schedule of the tenderer's experience. 	

NO	CRITERION	GUIDELINE FOR CRITERION	MAXIMUM SCORE														
2	QUALIFICATIONS AND EXPERIENCE OF KEY PERSONNEL – Fire Engineer with general Fire Protection experience	<p>Certified copies of Qualifications and Professional Registration with the Engineering Council of South Africa (ECSA) as a Fire Engineer. (Only post registration experience will be considered).</p> <p>NOTE: This should be supported by a CV of the proposed Professional individual. (MUST COMPLETE THE ATTACHED RESOURCE INFORMATION SHEET, FAILURE WHICH THE BIDDER WILL FORFEIT THESE POINTS):</p> <table><tr><td colspan="2">Scoring of post registration experience:</td></tr><tr><td>13 to 15 years or higher</td><td>20 Points</td></tr><tr><td>10 to 12 years</td><td>15 Points</td></tr><tr><td>7 to 9 years</td><td>10 Points</td></tr><tr><td>5 to 6 years</td><td>5 Points</td></tr><tr><td>0 to 4 years</td><td>0 Points</td></tr></table>	Scoring of post registration experience:		13 to 15 years or higher	20 Points	10 to 12 years	15 Points	7 to 9 years	10 Points	5 to 6 years	5 Points	0 to 4 years	0 Points	20		
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0 to 4 years	0 Points																
3	QUALIFICATIONS AND EXPERIENCE OF KEY PERSONNEL – Fire Engineer with Fire Sprinkler Design and Maintenance experience	<p>Certified copies of Qualifications and Professional Registration with the Engineering Council of South Africa (ECSA) as a Fire Engineer. (Only post registration experience will be considered).</p> <p>NOTE: This should be supported by a CV of the proposed Professional individual. (MUST COMPLETE THE ATTACHED RESOURCE INFORMATION SHEET, FAILURE WHICH THE BIDDER WILL FORFEIT THESE POINTS):</p> <table><tr><td colspan="2">Scoring of post registration experience:</td></tr><tr><td>13 to 15 years or higher</td><td>12 Points</td></tr><tr><td>10 to 12 years</td><td>9 Points</td></tr><tr><td>7 to 9 years</td><td>6 Points</td></tr><tr><td>5 to 6 years</td><td>3 Points</td></tr><tr><td>0 to 4 years</td><td>0 Points</td></tr><tr><td>Addition points: ASIB Fire Sprinkler certification</td><td>3 Points</td></tr></table>	Scoring of post registration experience:		13 to 15 years or higher	12 Points	10 to 12 years	9 Points	7 to 9 years	6 Points	5 to 6 years	3 Points	0 to 4 years	0 Points	Addition points: ASIB Fire Sprinkler certification	3 Points	15
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4	DETAILED METHODOLOGY AND APPROACH: IT MUST LEAD TO THE SUCCESSFUL COMPLETION OF THE PROJECT IN TERMS TIME, COST, SCOPE, RESOURCES, RISKS AND QUALITY.	<p>NOTE: The proposed methodology should illustrate how project management principles are going to be applied from Designs, Supervision, to Close Out.</p> <table><tr><td colspan="2">Methodology:</td></tr><tr><td>Envisaged project plan and project methodology</td><td>10 Points</td></tr><tr><td>Processes and procedures that the bidder will deploy to ensure that each deliverable of this assignment is achieved. Clearly indicate each deliverable in detail.</td><td>10 Points</td></tr><tr><td>A detailed scope and project management plan with clear time frames.</td><td>5 Points</td></tr></table> <table><tr><td>Finances<ul style="list-style-type: none">Confirmation of the availability of cash flow for the first three months of the project.Analysis of the Annual Financial Declaration and its supporting documents</td><td>10</td></tr><tr><td>Health And Safety Management (submit OHS plan)<ul style="list-style-type: none">Compliance with the Act.OHS Policy.How will the legal appointment be made?</td><td>5</td></tr></table>	Methodology:		Envisaged project plan and project methodology	10 Points	Processes and procedures that the bidder will deploy to ensure that each deliverable of this assignment is achieved. Clearly indicate each deliverable in detail.	10 Points	A detailed scope and project management plan with clear time frames.	5 Points	Finances <ul style="list-style-type: none">Confirmation of the availability of cash flow for the first three months of the project.Analysis of the Annual Financial Declaration and its supporting documents	10	Health And Safety Management (submit OHS plan) <ul style="list-style-type: none">Compliance with the Act.OHS Policy.How will the legal appointment be made?	5	25		
Methodology:																	
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		Quality Assurance <ul style="list-style-type: none">How will quality be assured during the implementation and design stage?How will quality be assured during the construction stage?How will Specialist Contractors be managed?	10	
5	SKILLS TRANSFER / CAPACITATION PLAN	Capacitation Plan	15	
		<ul style="list-style-type: none">Detailed Capacitation Plan indicating who performs and leads which function.The bidder must provide evidence of user training		10 Points
		Number of personnel in the organization with the ability and capacity to execute most functions related to fire engineering. Provide evidence by way of relevant qualifications as well as detailed CVs outlining the achieved experience with contactable references.		
		No plan at all		0 Points
		1 to 4 personnel		3 Points
		5 to 9 personnel		4 Points
		10 or more personnel		5 Points
6	PROFESSIONAL INDEMNITY INSURANCE	Provide valid proof of the relevant Professional Indemnity Insurance	15	
		R20 million or above		15 Points
		R10 million		10 Points
		R5 million		05 Points
7	GEOGRAPHICAL AREA OF SERVICE PROVIDER	Free State Based Service Provider - Fully functional operational office in the Free State – CIPC address corresponding with the municipal statement or lease address:	10	
		Locally based - 10 Points		
		Not Locally based - 0 Points		
TOTAL (minimum score of 75%)			175	

The scoring criteria will be as follows:

Rating	Score out of 5	Score out of 10	Score out of 15	Score out of 20	Approach and methodology
Poor	1	2	3	4	The approach and / or methodology is poor / is very unlikely to satisfy project objectives or requirements. The tenderer has completely misunderstood all aspects of the scope of work and does not deal with any critical aspects of the project.
Average	2	4	6	8	The approach and / or methodology is not good / is unlikely to satisfy project objectives or requirements. The tenderer has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project.

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Good	3	6	9	12	The approach is generic and not tailored to address the specific project objectives and methodology. The approach does not adequately deal with the critical characteristics of the project. The quality plan, manner in which risk is to be managed etc., is too generic.
Very Good	4	8	12	16	The approach is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The quality plan and approach to managing risk etc., is specifically tailored to the critical characteristics of the project.
Excellent	5	10	15	20	Besides meeting the “good” rating, the important issues are approached in an innovative and efficient way, indicating that the tenderer has outstanding knowledge of state-of-the- art approaches. The approach paper details ways to improve the project outcomes and the quality of the outputs.

1. 4. Stage three: Evaluation on price and preference (80/20)

- 1.4.1. Pricing on the project in order to achieve the objectives of the Preferential Procurement Regulations.
- 1.4.2. The Department is committed to achieving the government's objectives of the transformation of the economy economic transformation as set out in the Preferential Procurement Policy Framework Act, the B-BBEE act and the Preferential Procurement Regulations of 2017.
- 1.4.3. The 80/20 preference point system applicable to tenders with a rand value of between R30 000 and R50 million (all applicable taxes included), will be used for evaluation this bid.
- 1.4.4. The scoring of points for price and preference system in terms of the 80/20 preference point system where the lowest price score 80 points for price.
- 1.4.5. The 80/20 preference point system will be implemented as follows:

Price	80 points
Preference	20 points
Total points	100 points

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**FREE STATE PROVINCIAL GOVERNMENT DEPARTMENT OF
PUBLIC WORKS AND INFRASTRUCTURE**

TENDER NO: DPWFS (T) 001/2022

DESCRIPTION:

APPOINTMENT OF A SUITABLY QUALIFIED FIRE ENGINEERING CONSULTANCY SERVICE ON EXISTING BUILDINGS FREE STATE BUILDINGS ON BEHALF OF THE FREE STATE DEPARTMENT PUBLIC WORKS AND INFRASTRUCTURE.

T1.2 TENDER DATA

**CONSTRUCTION INDUSTRY DEVELOPMENT BOARD STANDARD FOR UNIFORMITY IN ENGINEERING AND CONSTRUCTION WORKS CONTRACTS
AUGUST 2019**

This standard is issued in terms of sections 4(f), 5(3)(c) and 5(4)(b) of the Construction Industry Development Board Act 38 of 2000 read with Regulation 24 of the Construction Industry Development Regulations, (as amended) issued in terms of section 33.

The Standard for Uniformity in Construction Procurement was first published in Board Notice 62 of 2004 in Government Gazette No 26427 of 9 June 2004. It was subsequently amended in Board Notice 67 of 2005 in Government Gazette No 27831 of 22 July 2005, Board Notice 99 of 2005 in Government Gazette No 28127 of 14 October 2005, Board Notice 93 of 2006 in Government Gazette No 29138 of 18 August 2006, Board Notice 9 of 2008 in Government Gazette No 30692 of 1 February 2008, Board Notice 11 of 2009 in Government Gazette No 31823 of 30 January 2009, Board Notice 86 of 2010 in Government Gazette No 33239 of 28 May 2010 and Board Notice 136 of 2015 in Government Gazette 38960 of 10 July 2015.

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 - 4.2.2. Activities associated with the solicitation of tender offers
 - 4.2.3. Competitive selection procedures
 - 4.3 The evaluation of tenders on functionality
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 - 4.3.2 Functionality in different contracting strategies

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4.4 Procurement documents

4.4.1 General

4.4.2 Tender Data

4.4.3 Contract data

4.4.4 Submission Data

4.4.5 Subcontracting as a condition to tender

4.4.6 Scope of work

4.4 Applying the CIDB register of contractors to public contracts

Annex A: Standard Tender Notice and Invitation to Tender

Annex B: Form of Offer and Acceptance

Annex C: Standard Conditions of Tender

Annex D: Standard Conditions for the calling for Expressions of Interest

Annex E: Standard Notice and Invitation to submit an Expression of Interest Annex F: Record of Addenda to Tender Documents

Annex G: Compulsory Enterprise Questionnaire

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STANDARD FOR UNIFORMITY IN ENGINEERING AND CONSTRUCTION WORKS CONTRACTS

1. Scope

This standard establishes requirements for engineering and construction works contracts aimed at bringing about standardisation and uniformity in construction contracts documentation, practices and procedures.

2. Normative references

The following referenced documents are for the application of this standard.

For undated references, the latest edition of the referenced document (including any amendments) applies.

2.1 Conditions of Contract for Construction for Building and Engineering Works designed by the Employer ("Red Book") as published by the International Federation of Consulting Engineers (FIDIC).

2.2 Conditions of Contract for Plant and Design-Build for Electrical and Mechanical Plant and for Building and Engineering Works, designed by the Contractor ("Yellow Book") as published by the International Federation of Consulting Engineers (FIDIC).

2.3 Conditions of Contract for EPC Turnkey Projects ("Silver Book") as published by the International Federation of Consulting Engineers (FIDIC).

2.4 Conditions of Contract for Design, Build and Operate Projects ("Gold Book") as published by the International Federation of Consulting Engineers (FIDIC).

2.5 General Conditions of Contract for Construction Works as published by the South African Institution of Civil Engineering.

2.6 JBCC Series 2000 Principal Building Agreement as published by the Joint Building Contracts Committee.

2.7 JBCC Series 2000 Minor Works Agreement as published by the Joint Building Contracts Committee.

2.8 NEC3 Engineering and Construction Short Contract as published by the Institution of Civil Engineers.

2.9 NEC3 Engineering and Construction Contract as published by the Institution of Civil Engineers.

2.10 Short Form of Contract ("Green Book") as published by the International Federation of Consulting Engineers (FIDIC).

2.11 Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017 (as amended).

2.12 South African Bureau of Standards, SANS 10845-1, Construction procurement - Part 1:

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Processes, methods and procedures.

2.13 South African Bureau of Standards, SANS 10845-2, Construction procurement - Part 2: Formatting and compilation of procurement documentation.

2.14 South African Bureau of Standards, SANS 10845-3, Construction procurement - Part 3: Standard conditions of tender.

2.15 South African Bureau of Standards, SANS 10845-4, Construction procurement - Part 4: Standard conditions for the calling for expressions of interest.

3. Definitions

For purposes of this standard, the following definitions apply:

3.1 black people means Africans, Coloureds and Indians -

(a) Who are citizens of the Republic of South Africa by birth or descent; or

(b) Who became citizens of the Republic of South Africa by naturalisation -

(i) Before 27 April 1994; or

(ii) on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalisation prior to that date.

3.2 capability means the abilities necessary to perform at the required level;

3.3 capacity means the resources (human capital, financial, physical assets, systems, procedures) which a tenderer puts at the disposal of the project to select, fund and execute the work;

3.4 conflict of interest means any situation in which someone in a position of trust has competing professional or personal interests which make it difficult for him to fulfill his duties impartially, an individual or the tenderer is in a position to exploit a professional or official capacity in some way for his personal or for corporate benefit, or incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee;

3.5 contracting strategy means strategy that defines the nature of the relationship which the employer wishes to foster with the contractor, which in turn determines the risks and responsibilities between the parties to the contract and the methodology by which the contractor is to be paid;

3.6 contract data means document that identifies the applicable conditions of a contract and states the associated contract-specific data;

3.7 design and build means contract in which a contractor designs a project based on a brief provided by the employer and constructs it;

3.8 develop and construct means contract based on a scheme design prepared by the employer under which a contractor produces drawings and constructs it;

3.9 design by employer means contract under which a contractor undertakes only construction based on full designs issued by the employer;

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- 3.10 employer** means an organ of state entering into a contract with a contractor for the provision of engineering and construction works;
- 3.11 expression of interest** means a request for respondents to register their interest in undertaking a specific contract or to participate in a project or programme and to submit their credentials, so they may, in terms of the employer's procurement procedures, be invited to submit a tender offer should they qualify or be selected to do so;
- 3.12 financial offer** means the cost of the procurement in monetary terms;
- 3.13 form of offer and acceptance** means the documents that formalize the legal process of offer and acceptance;
- 3.14 functionality** means the ability of a tenderer to provide engineering and construction works in accordance with specifications as set out in the tender documents;
- 3.15 invitation to tender** means formal invitation to qualified tenderers to make a written offer for construction works;
- 3.16 list of returnable documents** means document that lists everything the employer requires a tenderer to include with the tender submission;
- 3.17 management contractor** means contract under which a contractor provides consultation during the design stage and is responsible for planning and managing all post contract activities for contractors and the performance of the whole contract;
- 3.18 notice and invitation to submit an expression of interest** means the document that alerts respondents to submit their credentials in order to be admitted to an electronic database or to be invited to submit tenders should they satisfy the stated criteria;
- 3.19 potentially emerging enterprise** means an enterprise which is least 50 percent owned, managed and controlled by black people;
- 3.20 preference** means points awarded for Broad-Based Black Economic Empowerment (B-BBEE) status level of contribution;
- 3.21 pricing assumptions** means the document that provides the criteria and assumptions which are assumed in the contract and which the tenderer has taken into account when developing his prices, or target in the case of target cost contracts;
- 3.22 quality** means totality of features and characteristics of a product or service that bears on the ability of the product or service to satisfy stated or implied needs;
- 3.23 scope of work** means the documentation that specifies and describes the engineering and construction works which are to be provided and any other requirements and constraints relating to the manner in which the contract work is to be performed;
- 3.24 services contract** means the contract for the provision of labour or work, including knowledge-based

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expertise, carried out by hand, or with the assistance of equipment and plant;

3.25 site information means the document that describes the site as at the time of tender, to enable the tenderer to price tender and to decide upon the method of working and programming;

3.26 submission data means document that establishes the respondent's obligations in responding to a call for an expression of interest and the employer's undertakings in administering the process of calling for and receiving expressions of interest;

3.27 term contract means a contract that enables the employer to order work during a prescribed period at agreed rate;

3.28 tender data means the document that establishes the tenderer's obligations in submitting a tender and the employer's undertakings in administering the tender process and evaluating tender offers;

3.29 tenderer means a cidb registered sole proprietor, partnership or trust who establishes a company or close corporation in terms of the Companies Act, 1973 or the Close Corporations Act, 1984; submitting a tender offer;

3.30 tender notice means a formal communication to tenderers to submit competitive tenders;

3.31 tender offer means a written offer to carry out engineering and construction works under given conditions, usually at a stated price, and which is capable of acceptance and conversion into a binding contract;

3.32 threshold means a monetary value of a procurement contract established in any legislation governing procurement or by the executive of an institution, below which a procedure must be used.

4 Requirements

4.1 General

Procurement of construction works shall be undertaken in accordance with: a the provisions of legislation regulating procurement;

b) The cidb Code of Conduct for all parties engaged in Construction Procurement published in terms of section 5(4) of the Construction Industry Development Board Act.

4.2 Solicitation of tender offers

4.2.1 General

4.2.1.1 Tender offers shall be solicited using one of the Standard Procurement Procedures and Tender Evaluation Methods described in Table 1.

4.2.1.2 As a general rule, engineering and construction works contract shall be solicited using Standard Methods of procuring different categories of engineering and construction works contracts in accordance with the provisions of Table 2.

4.2.1.3 The scope of work, terms and conditions and prices that are negotiated in the negotiation procedure,

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the proposal procedure using the two-stage system or the competitive negotiation procedure shall be in the best interests of the employer.

4.2.1.4 Minutes of such negotiations and the reasons for pursuing such procedures shall be kept for record and audit purposes.

4.2.1.5 Subject to section 23(2) of the Construction Industry Development Board Act, 38 of 2000, all tender offers above the prescribed tender value published by the Minister shall include a condition that such contracts comply with the cidb best practice standards, published in terms of project assessment scheme.

4.2.2 Activities associated with the solicitation of tender offers

4.2.2.1 Preparation of procurement documents

a) Procurement documents for engineering and construction works contract shall in general:

- i) Require tenderers to submit particulars sufficient for the employer to evaluate their tenders and to assess their status, capabilities and capacities to perform the contract;
- ii) Set out, in a clear and unambiguous manner, the criteria by which tenders are to be evaluated;
- iii) Define the risks, liabilities and contractual obligations of the parties to the contract;
- iv) Define the nature and quality of construction works to be provided in the performance of the contract.

Table 1: Standard Procurement Procedures and Tender Evaluation Methods

Procedure	Description
PP1 Negotiation procedure	A tender offer is solicited from a single tenderer.
Competitive selection contractor procedure evaluation	Any procurement procedure in which the contract is normally awarded to the who submits the lowest financial offer or obtains the highest number of tender points.
PP2A Nominated procedure	Tenderers that satisfy prescribed criteria are accepted to an electronic data base. Tenderers are invited to submit tender offers based on search criteria and their position on the data base. Tenderers are repositioned on the data base upon appointment or upon the submission of a tender offer.
PP2B Open procedure	Tenderers must submit tender offers in response to an advertisement by the employer to do so.
PP2C Qualified procedure	A call for expressions of interest is advertised and thereafter only those tenderers who have expressed interest, satisfy objective criteria and who are selected to submit tender offers, are invited to do so.
PP2D Quotation procedure	Tender offers are solicited from not less than three tenderers in any manner the employer chooses, subject to the procedures being fair, equitable, transparent, competitive and cost-effective.
PP2E Proposal procedure using the two-envelope system	Tenderers submit technical and financial proposals in two envelopes. The financial proposal is only opened should the technical proposal be found to be acceptable.
PP2F Proposal procedure using the two-stage system	Non-financial proposal are called for. Tender offers are then invited from those tenderers that submit acceptable proposals based on revised procurement documents. Alternatively, a contract is negotiated with the tenderer scoring the highest number of evaluation points.
PP2G Shopping procedure	Written or verbal offers are solicited in respect of readily available goods obtained from three sources. The goods are purchased from the source providing the lowest price once it is confirmed in writing.

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- Competitive negotiation A procurement procedure which reduces the number of tenderers competing for the procedure contract through a series of negotiations until the remaining tenderers are invited to submit final offers.
- PP 3
- PP3A Restricted competitive submit tender negotiations determines who may enter into competitive negotiations. A call for expressions of interest is advertised and thereafter only those tenderers who have expressed interest, satisfy objective criteria and who are selected to submit tender offers, are invited to do so. The employer evaluates the offers and determines who may enter into competitive negotiations.
- PP3B Open competitive Tenderers must submit tender offers in response to an advertisement by the employer to negotiations do so. The employer evaluates the offers and determines who may enter into competitive negotiations.

Table 2: Standard methods for procuring different categories of engineering and constructionworks contracts

Category of contract	Type of contracting strategies	Definitions	Standard Procurement Procedure
Engineering and construction works	Design by employer	Contract under which a contractor undertakes only construction based on full designs issued by the employer	PP2B Open Procedure
	Design and build	Contract in which a contractor designs a project based on a brief provided by the employer and constructs it	PP2E Proposal Procedure using two-stage system PP2C Qualified Procedure and eligibility criteria framed around
	Develop and construct	Contract based on a scheme design prepared by the employer under which a contractor produces drawings and constructs	the attainment of a minimum functionality score or requirements PP3A Restricted Competitive Negotiation Procedure

Category of contract	Type of contracting strategies	Definitions	Standard Procurement Procedure
	Management contractor / Construction Management	Contract under which a contractor provides consultation during the design stage and is responsible for planning and managing all postcontract activities for contractors and the performance of the whole contract	PP3B Open Competitive Negotiation Procedure

4.2.2.2 The employer shall apply the Register of Contractors as a requirement to any contracting strategy in Table 2 above for engineering and construction works contract.

4.2.3 Competitive negotiation procedures

4.2.3.1 The competitive negotiation procedures shall be used to negotiate with a number of responsive and qualified tenderers in order to arrive at the most acceptable offer in terms of one of the methods for the evaluation of tenders.

4.2.3.2 The employer shall negotiate with responsive and qualified tenderers when using the competitive negotiation procedures through one or more rounds of competitive negotiations, based on their rankings or the number of tender evaluation points, until the remaining tenderers are invited to submit final offers. During such negotiations, the employer:

- a) shall ensure equal treatment of all tenderers and not provide any requirements, criteria, guidelines, documents, clarification or other information relative to the negotiations in a discriminatory manner which may give

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some tenderers an advantage over others;

b) may provide for the negotiated procedure to take place in successive stages in order to reduce the number of tenders to be negotiated with, by applying the evaluation criteria disclosed in the procurement documents that are issued to tenderers;

c) may not reveal to the other participants solutions proposed or other confidential information communicated by a tenderer participating in the process without that tenderer's agreement;

d) May request that tender offers be clarified, specified and fine-tuned provided that such clarification, specification, fine-tuning or additional information does not:

i) Involve changes to the basic features of the tender process or the tender data; or

ii) Alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect on the tender process; and

e) Shall close the negotiation with tenderers when solutions which are capable of meeting its needs are identified, inform the tenderers accordingly and call for best and final offers.

4.2.3.3 Tenderers shall be informed of the competitive negotiation process and notified of the evaluation criteria and associated weightings in the tender data. The evaluation criteria associated with each successive round of negotiations shall not be varied. Tenderers shall be notified in advance of the weighting attached to each category or subcategory of evaluation criteria whenever another round of offers is called for.

4.3 Evaluation of Tenders on Functionality

Generally, tender submissions are evaluated in terms of "Financial offer and preference". In the event of "functionality" being introduced as part of an evaluation criteria, such a requirement must be stated in the tender documents.

4.3.1 Process for Evaluation of Tenders on Functionality

4.3.1.1 The evaluation criteria for measuring functionality must be objective.

4.3.1.2 The tender documents must specify-

a) The evaluation criteria for measuring functionality;

b) The points for each criteria and, if any, each sub-criterion; and

c) The minimum qualifying score for functionality.

4.3.1.3 The minimum qualifying score for functionality for a tender to be considered further-

a) Must be determined separately for each tender; and

b) May not be so-

i. low that it may jeopardize the quality of the required engineering and construction works; or

ii. High that it is unreasonably restrictive.

4.3.1.4 Points scored for functionality must be rounded off to the nearest two decimal places.

4.3.1.5 A tender that fails to obtain the minimum qualifying score for functionality, as indicated in the tender documents is not an acceptable tender.

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4.3.1.6 Each tender that obtained the minimum qualifying score for functionality must be evaluated further in terms of price and the preference point system and any objective criteria envisaged in regulation 11 of the Preferential Procurement Regulations, 2017 (as amended).

4.3.2 Functionality in different Contracting Strategies

To apply the different contracting strategies, works shall be classified as follows:

- **Simple/straightforward/routine work** - where the tasks or activities are of a straightforward nature in terms of which inputs are relatively well known and outputs can be readily defined.
- **Complex work** - characterised by requirements for higher levels of skills, greater resources or not well defined inputs and outputs.
- **Specialist work** - requiring considerable innovation, creativity, and expertise or skill (or both) or work that has a high downstream impact.

Note: The value of the project or quantities shall not be used to determine whether the project is of a complex or specialist nature.

4.3.2.1 Design by an employer

- a) If the construction works contract is deemed to be simple or straightforward or routine. No functionality criteria shall be specified in the tender data.
- b) If the construction works contract is deemed to be of a complex or specialist works, the employer may, in the tender data, specify functionality criteria and such criteria shall include:
 - i. Relevant applicable trades or skills in accordance with the scope of works; or
 - ii. Suitably qualified professional person in the built environment; or
 - iii. Any other legislated requirements as per the scope of works.

Note: The following contracting strategies are deemed to be deployed in circumstances where construction works contracts are of a complex or specialist works.

4.3.2.2 Develop and Construct

The employer must, in the tender data, specify functionality criteria and such criteria shall include:

- i. Professionals registered with relevant built environment professions councils.
- ii. Demonstrated experience of key personnel in relation to the scope of works.
- iii. Any other legislated requirements as per the scope of work.

4.3.2.3 Design and Build/Construct

The employer must, in the tender data, specify functionality criteria and such criteria shall include:

- i. Professionals registered with relevant built environment professions councils.
- ii. Demonstrated experience of key personnel in relation to the scope of works.
- iii. Any other legislated requirements as per the scope of work.

4.3.2.4 Management Contract

The employer must, in the tender data, specify functionality criteria and such criteria shall include:

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- i. Professionals registered with relevant built environment professions councils.
- ii. Demonstrated experience of key personnel in relation to the scope of works.
- iii. Any other legislated requirements as per the scope of work.

4.3.3 Where functionality is evaluated, at least three persons who are fully conversant with the technical aspects of the scope of works shall undertake such evaluation.

4.4 Procurement documents

4.4.1 General

4.4.1.1 Construction procurement documents for engineering and construction works shall be formatted and compiled in accordance with the approach adopted under the headings contained in:

- a) Table 3: Calling for expressions of interest; or
- b) Table 4: Tenders are invited using a three-volume; or
- c) Table 5: Tenders are invited using a single volume;
- d) Table 6: Standard headings and sequencing of documents in the contract.

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Table 4: Standard headings and sequencing of documents when soliciting tenders where a threevolume approach is adopted

Volume	Contents		Broad outline of contents
	Number	Heading	
Volume 1	TENDERING PROCEDURES		
	T1.1	Tender Notice and Invitation to Tender	Ensures that everything the employer requires a tenderer to submit with the tender is included in or returned with the tender submission.
	T1.2	Tender Data	Establishes the rules from the time a tender is invited to the time a tender is awarded.
Volume 2	RETURNABLE DOCUMENTS		
	T2.1	List of Returnable Documents	Ensures that everything the employer requires a tenderer to submit with the tender is included in or returned with the tender submission.
	C1.1	Form of Offer and Acceptance	Formalizes the legal process of offer and acceptance.
	C1.2	Contract Data (Part 2: Data provided by the contractor)	Identifies the applicable conditions of contract and associated contract-specific data that collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the contract.
	C2.2	Activity Schedule or Bills of Quantities	Records the contractor's prices for providing engineering and construction works which are described in the scope of work section of the contract.
	T2.2	Returnable Schedules	Contains documents that the tenderer is required to complete for the purpose of evaluating tenders and other schedules which, upon acceptance, become part of the subsequent contract.
Volume 3	CONTRACT		
	Part C1: Agreement and Contract Data		
	C1.2	Contract Data (Part 1: Data provided by the employer)	Identifies the applicable conditions of contract and associated contract-specific data that collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the contract.
	Part C2: Pricing data		
	C2.1	Pricing Assumptions	Provides the criteria and assumptions which it is assumed (in the contract) that the tenderer has taken into account when developing the prices, or target in the case of target and cost-reimbursable contracts.
	Part C3: Scope of Work		
	C3	Scope of Work	Specifies and describes the engineering and construction works which shall be provided and any other requirements and constraints relating to the manner in which the contract work shall be performed.

Tender
Part T2: Returnable documents

T2.2
Returnable documents

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Part C4: Site information (engineering and construction works contracts only)		
C4	Site Information	Describes the site at the time of tender to enable the tenderer to price his tender and to decide upon the method of working and programming, and risks.

4.4.1.2 The contract arising from the solicitation of tender offers using a three-volume approach or the Negotiated Procedure shall be formatted and compiled under the headings contained in Table 6.

4.4.1.3 The Tender Notice and Invitation to Tender shall, as a minimum, contain the wording provided in Annex A.

Table 5: Standard headings and sequencing of documents when soliciting tenders where a single volume approach is adopted

Contents		Function and broad outline of contents
Number	Heading	
TENDER		
Part T1: Tendering procedures		
T1.1	Tender Notice and Invitation to Tender	Alerts tenderers to the nature of the engineering and construction works required by the employer and must contain sufficient information to enable them to respond appropriately.
T1.2	Tender Data	Establishes the rules from the time a tender is invited to the time a tender is awarded.
Part T2: Returnable documents		
T2.1	List of Returnable Documents	Ensures that everything the employer requires a tenderer to submit with the tender is included in or returned with the tender submission.
T2.2	Returnable Schedules	Contains documents that the tenderer is required to complete for the purposes of evaluating tenders and other schedules which, upon acceptance, become part of the subsequent contract.
CONTRACT		
Part C1: Agreement and Contract Data		
C1.1	Form of Offer and Acceptance	Formalizes the legal process of offer and acceptance.
C1.2	Contract Data	Identifies the applicable conditions of contract and associated contract-specific data that collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the contract.
Part C2: Pricing data		
C2.1	Pricing Assumptions	Provides the criteria and assumptions which it is assumed (in the contract) that the tenderer has taken into account when developing the prices, or target in the case of target and cost-reimbursable contracts.
C2.2	Pricing schedules / Activity Schedule or Bills of Quantities	Records the contractor's prices for providing engineering and construction works which are described in the scope of work section of the contract.
Part C3: Scope of Work		

Tender
Part T2: Returnable documents

T2.2
Returnable documents

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C3	Scope of Work	Specifies and describes the engineering and construction works which shall be provided and any other requirements and constraints relating to the manner where the works shall be performed.
Part C4: Site information (engineering and construction works contracts only)		
C4	Site Information	Describes the site at the time of tender to enable the tenderer to price his tender and to decide upon his method of working and programming, and risks.

Table 6: Standard headings and sequencing of documents in the contract

Contents		Broad outline of contents
Number	Heading	
Part C1: Agreements and contract data		
C1.1	Form of Offer and Acceptance	Formalizes the legal process of offer and acceptance.
C1.2	Contract Data	Identifies the applicable conditions of contract and associated contract-specific data that collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the contract.
Part C2: Pricing data		
C2.1	Pricing Assumptions	Provides the criteria and assumptions which it is assumed (in the contract) that the tenderer has taken into account when developing the prices, or target in the case of target and cost-reimbursable contracts.
C2.2	Activity Schedule or Bills of Quantities	Records the contractor's prices for providing engineering and construction works which are described in the scope of work section of the contract.
Part C3: Scope of Work		
C3	Scope of Work	Specifies and describes the engineering and construction works which shall be provided and any other requirements and constraints relating to the manner in which the contract work shall be performed.
Part C4: Site information (engineering and construction works contracts only)		
C4	Site Information	Describes the site at the time of tender to enable the tenderer to price the tender and to decide upon the method of working and programming, and risks.

4.4.1.4 The Form of Offer and Acceptance with a schedule of deviations provided in Annex B shall be used with minimal contract specific amendments to form the basis of agreements arising from the solicitation of tender offers.

4.4.1.5 The Notice and Invitation to submit an Expression of Interest shall, as a minimum, contain the wording provided in Annex D.

4.4.1.6 The Record of Addenda to Tender Documents and the Compulsory Enterprise Questionnaire contained in Annexes F and G, respectively, shall form part of the Returnable Documents in all

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procurement documents issued by employer.

4.4.2 Tender Data

4.4.2.1 The Tender Data shall reference the Standard Conditions of Tender contained in Annex C.

4.4.2.2 The tender offer validity period provided for in the tender data shall not exceed twelve (12) weeks. Any extension beyond twelve (12) weeks must be approved by the Accounting Officer.

4.4.2.3 The Tender Data associated with a Standard Tender Evaluation Method shall reference the method to be used by the employer.

4.4.3 Contract data

4.4.3.1 The contract data in respect of prime or main contracts must reference one of the following standard industry forms of contract unless the publishers of such forms of contract indicate that such a form of contract is not suited for the intended application:

- a) Engineering and Construction Works Contract -
 - i) General Conditions of Contract for Construction Works (GCC);
 - ii) Conditions of Contract for Construction, Conditions of Contract for Plant and Design-Build, Conditions of Contract for FIDIC EPC/Turnkey Projects, Conditions of Contract for Design, Build and Operate Projects or Short Form of Contract;
 - iii) JBCC series 2000 Principal Building Agreement or Minor Works Agreement; or
 - iv) NEC3 Engineering and Construction Short Contract or NEC3 Engineering and Construction Contract.

4.4.3.2 The standard industry forms of contract shall be used with minimal project specific variations and additions which do not change their intended usage.

4.4.3.3 Guarantees required in engineering and construction contracts shall not substantially differ from the samples provided by the drafters of the forms of contract listed in paragraph (4.4.3.1a) or the form as provided in the contract. Such guarantees shall in the case of a fixed guarantee not exceed 10% of the contract price or, in the case of a variable guarantee not exceed 12, 5%, and shall be stated in the contract data.

4.4.3.3.1 Forms of Guarantees shall, where the parties otherwise agree; include one or more of the following:

- a) Guarantee issued by an insurance company duly registered in terms of the Insurance Act (Long Term Insurance Act No 52 of 1998 or Short Term Insurance Act No 53 of 1998) or a bank duly registered in terms of the Banks Act No 94 of 1990; or
- b) A cash deposit paid in the name of employer; or
- c) A payment reduction against payment certificates; or
- d) Combination of (a) to (c) above.

4.4.3.4 The deduction of retention monies, as stated in the contract data, shall not exceed 10% of any amount due to a contractor. Where guarantees are provided in terms of 4.4.3.3, the total amount of retention monies held shall not exceed 5% of the contract price.

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4.4.4 Submission Data

4.4.4.1 The Submission Data shall reference the Standard Conditions for the Calling for Expressions of Interest contained in Annex D.

4.4.5 Subcontracting as a condition of tender

If feasible to subcontract for an engineering and construction works contract, an employer must apply subcontracting to advance designated groups in accordance with the provisions of sections 9 and 12 of the Preferential Procurement Regulations, 2017 (as amended).

4.4.6 Scope of work

4.4.6.1 The scope of work shall, wherever possible be:

- a) Described in terms of performance rather than the design or descriptive characteristics, and
- b) Based on national or international standards, where such exist.

4.4.6.2 Requirements in the form of specifications, plans, drawings, designs, testing and test methods, packaging, marking or labelling or conformity certification shall not create trade barriers. Reference to any particular trademark, name, patent, design, type, specific origin or producer shall not be made unless there is no other sufficiently precise or intelligible way of describing the characteristics of the work. Such reference shall be accompanied by the words "or equivalent".

4.5 Applying the CIBD register of contractors to public contracts

4.5.1 Subject to regulation 6 read with regulation 25 of the Construction Industry Development Regulations, 2004 (as amended), contractor grading designations shall, where appropriate, be described in all procurement documents by a three-digit alpha-numeric where the first character is a number representing the tender value designation and the next two characters are capital letters representing the designation for the class of engineering and construction works.

4.5.2 The following wording must be included in the Notice and Invitation to Tender in all engineering and construction works contracts:

It is estimated that tenderers must have a Fire Engineering Certificate from the Engineering Council of South Africa (ECSA) or higher...

4.5.3 The following wording must be included in the Tender Data, where the class of work is designated in terms clause 4.5.1:

Clause number
(refer to Annex C)

Joint ventures are eligible to submit tenders provided that:

1. Every member of the joint venture is registered with the cidb;
2. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a or* class of construction work or a value determined in

Tender
Part T2: Returnable documents

T2.2
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accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.

4.5.4 The following wording must be included in the Notice and Invitation to submit an Expression of Interest in respect of engineering and construction works, where the contractor grading designation is based on the estimated value of a tender that may arise:

Respondents must have a contractor grading designation of ... oror higher.

Note: Delete “or” where only one class of construction works is applicable.

4.5.5 The following wording must be included in the Submission Data:

**Clause number
(refer to Annex E)**

E.2.1 Only those respondents who are registered with the Construction Industry Development Board, or are capable of being so registered within twenty-one (21) working days from the closing date for submission of tenders, in a contractor grading designation of or * or higher, are eligible to have their submissions evaluated.

**insert contractor grading designation for one or two classes of construction works. Delete “or” where only one class of construction works is applicable.*

4.5.6 The following wording must be included in the Submission Data:

Clause number (refer to Annex E)

E.2.1 Joint ventures are eligible to have their submissions evaluated provided that:

1. Every member of the joint venture is registered with the cidb not later than twenty-one (21) working days from the closing date for tenders;
2. The lead partner has a contractor grading designation in the or* class of construction work; or not lower than one level below the required grading designation in the class of works construction works under considerations and possess the required recognition status.
3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than the required contractor grading designation.

**insert class of construction work. Delete “or” where only one class of construction works is applicable.*

4.5.7 Where an employer promotes potentially emerging enterprises within a framework of a targeted development programme as contemplated in terms of the Construction Industry

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Development Regulations:

a) The wording provided in the Notice and Invitation to Tender in terms of 4.5.2 shall be amended as follows:

It is estimated that tenderers must have a cidb contractor grading designation of or or higher. or** potentially emerging enterprises who satisfy criteria stated in the TenderData may submit tender offers.*

** insert estimated contractor grading designation in one or two construction classes, as relevant.*

*** insert one contractor grading designation below estimated contractor grading*

designation Note: Delete "or" where only one class of construction works is

applicable.

b) The wording in the Tender Data provided in terms of 4.5.3 shall be amended as follows:

**Clause number
(referto Annex C)**

C.2.1 The following tenderers who are registered with the CIBD, or are capable of being so registered prior to the evaluation of submissions, are eligible to have their tenders evaluated:

a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a or*. class of construction work; and

b) contractors registered as potentially emerging enterprises with the cidb who are registered in one contractor grading designation lower than that required in terms of a) above and who satisfy the following criteria**

** insert class of construction work. Delete "or" where only one class of construction works is applicable.*

*** state criteria relevant to employer's targeted development programme*

c) The wording provided in terms of 4.5.4 shall be amended as follows:

Note: Delete "or" where only one class of construction works is applicable.

d) The wording in the Submission Data provided in terms of 4.5.5 shall be amended as follows:

**Clause
number
(referto
Annex D.)**

D.2.1 The following respondents who are registered with the CIBD or are capable of being so registered within twenty- one (21) working days from the closing date for the submission of tenders are eligible to have their submissions evaluated:

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.....
** insert contractor grading designation for one or two classes of construction works. Delete "or" where only one class of construction works is applicable.*

***state criteria relevant to employer's targeted development programme.*

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e) Details appropriate to any support provided must be stated in the Contract Data, the Pricing Data and the Scope of Work, as relevant.

4.5.8 Employers, wherever appropriate, in support of industry development, shall in the application of the register of contractors, promote the participation and development of registered contractors by means of one or more of the following:

- a) Unbundling projects into smaller contracts;
- b) Implementing targeted development programmes to support potentially emerging contractors in accordance with the provisions regulations 25(8) of the Construction Industry Development Regulations;
- c) Requiring a prime contractor to subcontract defined portions of the works to such contractors in accordance with the provisions of 4.4.5.

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PART T1: TENDERING PROCEDURES

T1.2 –

Tender Data

Annexure A

Standard Conditions of Tender

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C.1.1 Actions

Annex C

C.1 General

Standard Conditions of Tender

- C.1.1.1** The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in C.2 and C.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.
- C.1.1.2** The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.

2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

- C.1.1.3** The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

C.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

C.1.3 Interpretation

- C.1.3.1** The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.
- C.1.3.2** These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.
- C.1.3.3** For the purposes of these conditions of tender, the following definitions apply:
- a) **conflict of interest means any situation in which:**
- i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially.

- ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
- iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
- c) corrupt practice means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) fraudulent practice means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

C.1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

C.1.5 Cancellation and Re-Invitation of Tenders

C.1.5.1 An employer may, prior to the award of the tender, cancel a tender if-

- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;
- b) funds are no longer available to cover the total envisaged expenditure; or
- c) no acceptable tenders are received.
- d) there is a material irregularity in the tender process.

C.1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised

C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

C.1.6 Procurement procedures

C.1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

C.1.6.2 Competitive negotiation procedure

C.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or

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qualifications which affect the competitive position of tenderers shall not apply

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C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.

Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

C.1.6.2.4 The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

C.1.6.3.2 Option 2

C.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

C.1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

C.2 Tenderer's obligations

C.2.1 Eligibility

C.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

C.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

C.2.2 Cost of tendering

C.2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

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C.2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

C.2.3 Check documents

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

C.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

C.2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

C.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

C.2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

C.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.

C.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

C.2.10 Pricing the tender offer

C.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable fourteen (14) days before the closing time stated in the tender data.

C.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

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C.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

C.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

C.2.11 Alterations to documents

Do 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 signatories to the tender offer shall initial all such alterations.

C.2.12 Alternative tender offers

C.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

C.2.12.2 Accept that an alternative tender offer must be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.

C.2.13 Submitting a tender offer

C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

C.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

C.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

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C.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked “financial proposal” and place the remaining returnable documents in an envelope marked “technical proposal”. Each envelope shall state on the outside the employer’s address and identification details stated in the tender data, as well as the tenderer’s name and contact address.

C.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer’s address and identification details as stated in the tender data.

C.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

C.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

C.2.14 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

C.2.15 Closing time

C.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

C.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

C.2.16 Tender offer validity

C.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

C.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer’s agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).

C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as “SUBSTITUTE”.

C.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the

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adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

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Note: Sub-clause C.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.

C.2.18 Provide other material

C.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment.

Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

C.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

C.2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

C.2.20 Submit securities, bonds and policies

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

C.2.21 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

C.2.22 Return of other tender documents

If so instructed by the employer, return all retained tender documents within twenty-eight (28) days after the expiry of the validity period stated in the tender data.

C.2.23 Certificates

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

C.3 The employer's undertakings

C.3.1 Respond to requests from the tenderer

C.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.

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C.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

C.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.

C.3.3 Return late tender offers

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

C.3.4 Opening of tender submissions

C.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

C.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where

applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.

C.3.4.3 Make available the record outlined in C.3.4.2 to all interested persons upon request.

C.3.5 Two-envelope system

C.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

C.3.5.2 Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBBEE status level. Return

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unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

C.3.6 Non-disclosure

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

C.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

C.3.8 Test for responsiveness

C.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

C.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

C.3.9 Arithmetical errors, omissions and discrepancies

C.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
 - (i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - (ii) the summation of the prices.

C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

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C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

C.3.10 Clarification of a tender offer

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

C.3.11 Evaluation of tender offers

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project.

Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:

Requirement	Qualitative interpretation of goal
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.
Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.

The activities associated with evaluating tender offers are as follows:

- a) Open and record tender offers received
- b) Determine whether or not tender offers are complete
- c) Determine whether or not tender offers are responsive
- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification
- f) Determine acceptability of preferred tenderer

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- g) Prepare a tender evaluation report
- h) Confirm the recommendation contained in the tender evaluation report

C.3.11.1 General

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

C.3.12 Insurance provided by the employer

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

C.3.13 Acceptance of tender offer

Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
- c) has the legal capacity to enter into the contract;
- d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;
- e) complies with the legal requirements, if any, stated in the tender data; and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

C.3.14 Prepare contract documents

C.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents and
- c) other revisions agreed between the employer and the successful tenderer.

C.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

C.3.15 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

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C.3.16 Registration of the award

An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the cidb Register of Projects.

C.3.17 Provide copies of the contracts

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

C.3.18 Provide written reasons for actions taken

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

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PART T2: RETURNABLE DOCUMENTS

T2.1 - List of Returnable Documents

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FREE STATE PROVINCIAL GOVERNMENT

DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE

TENDER NO: DPWFS (T) 001/2022

Description: APPOINTMENT OF A SUITABLY QUALIFIED FIRE ENGINEERING CONSULTANCY SERVICE FOR EXISTING FREE STATE BUILDINGS.

T2.1 List of Returnable Documents

The tenderer must complete the following returnable documents:

List of Returnable Documents required (Mandatory)

1.1 Please refer to the following section in the bid Document under Evaluation Criteria:

- a)** Mandatory requirement(1.1)
- b)** Non-Mandatory requirement(1.2)
- c)** Functionality(1.3)
Required for tender evaluation purposes.

1 Required for tender evaluation purposes

- a)** Schedule of Plant and Equipment
- b)** Schedule of the Tenderer's Experience (Particulars of Tenderers Projects)
- c)** Certificate of Resolution of Board of Directors.
- d)** Certificate of Resolution of Board of Directors to enter into a Consortia or Joint Venture.
- e)** Certificate of Special Resolution of Consortia or Joint Venture.

C1.1 Offer and Acceptance

C1.2 Contract Data (Part 2)

C2 Bills of quantities

C3 Scope of Works

C5 Additional Returnable Schedules for tender evaluation purposes

- a)** Certified copy of VAT Registration Certificate (if VAT number is not included in tax clearance certificate),
- b)** Valid Proof of Registration on the National Treasury's Central Supplier's Database must be accompany this bid
- c)** Certified copy of a Workmen's Compensation Certificate, Act 4 of 2002,
- d)** Certified copy of Unemployment Insurance Certificate, Act 4 of 2002,
- e)** Certified copy of Certificate of Incorporation (if tenderer is a Company),
- f)** Certified copy of Founding Statement (if tenderer is a Closed Corporation),
- g)** Certified copy of Partnership Agreement (if tenderer is a Partnership),
- h)** Certified copy of Identity Document (if tenderer is a One-man concern),
- i)** Partnership or Joint Venture Agreement (if tenderer is a Joint Venture),
- j)** Curriculum Vitae of all supervisory.

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PART T2: RETURNABLE DOCUMENTS

T2.2 - Returnable Schedules

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Annexure A: 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 of Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signature.....

Date.....

Name.....

Position.....

Tenderer.....

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Annexure B: 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

Signature.....

Date.....

Name.....

Position.....

Tenderer.....

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Annexure D: 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	
---	--

Section 3: SARS Information

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

Section 4: CIDB registration number

CIDB Registration number (if applicable)	
---	--

Section 5: National Treasury Central Supplier Database

CSD Master Registration Number Attach CSD registration report	
--	--

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

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Attach separate page if necessary

Section 7: Record in the service of the state

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

- | | |
|--|--|
| <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

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

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 (insert 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:

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- 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.

Signature

Date

Name

Position

Enterprise name

TENDER NUMBER: DPWFS (T) 001/2022

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NOTE 1 The Standard Conditions of Tender contained in SANS 10845-3 prohibits anticompetitive practices (clause 3.1) and requires that tenderers avoid conflicts of interest, only submit a tender offer if the tenderer or any of his principals is not under any restriction to do business with employer (4.1.1) and submit only one tender either as a single tendering entity or as a member in a joint venture (clause 4.13.1). Clause 5.7 also empowers the Employer to disqualify any tenderer who engages in fraudulent and corrupt practice. Clause 3.1 also requires tenderers to comply with all legal obligations.

NOTE 2: Section 30(1) of the Public Service Act, 1994, prohibits an employee (person who is employed in posts on the establishment of departments) from performing or engaging remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department. When in operation, Section 8(2) of the Public Administration Management Act, 2014, will prohibit an employee of the public administration (i.e. organs of state and all national departments, national government components listed in Part A of Schedule 3 to the Public Service Act, provincial departments including the office of the premier listed in Schedule 1 of the Public Service Act and provincial departments listed in schedule 2 of the Public Service Act, and provincial government components listed in Part B of schedule 3 of the Public Service Act) or persons contracted to executive authorities in accordance with the provisions of section 12A of the Public Service Act of 1994 or persons performing similar functions in organs of state from conducting business with the State or to be a director of a public or private company conducting business with the State. The offence for doing so is a fine or imprisonment for a period not exceeding 5 years or both. It is also a serious misconduct which may result in the termination of employment by the employer.

NOTE 3: Regulation 44 of Supply Chain Management regulations issued in terms of the Municipal Finance Management Act of 2003 requires that organs of state and municipal entities not award a contract to a person who is the service of the state, a director, manager or principal shareholder in the service of the state or who has been in the service of the state in the previous twelve months.

NOTE: 4: Regulation 45 of Supply Chain Management regulations requires a municipality or municipal entity to disclose in the notes to the annual statements particulars of any award made to a close family member in the service of the state.

NOTE: 5 Corrupt activities which give rise to an offence in terms of the Prevention and Combating of Corrupt Activities Act of 2004) include improperly influencing in any way the procurement of any contract, the fixing of the price, consideration or other moneys stipulated or otherwise provided for in any contract and the manipulating by any means of the award of a tender.

NOTE: 6 Section 4 of the Competition Act of 1998 prohibits restrictive horizontal practice including agreements between parties in a horizontal relationship which have the effect of substantially preventing or lessening competition, directly or indirectly fixing prices or dividing markets or constitute collusive tendering. Section 5 also prohibits restrictive vertical practices. Any restrictive practices that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties.

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Annual Financial Statements Declaration

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

- 1) The enterprise's financial year end is
- 2) The enterprise's financial statements have been prepared in accordance with the provisions of the Companies Act of 2008 or the Close Corporation Act of 1984, as applicable
- 3) The enterprise has compiled its financial accounts [tick one box]:
☐ internally ☐ independently
- 4) The following statement applies to the enterprise [tick one box and provide relevant information]
☐ enterprise has had its financial statements audited; name
of auditor
☐ enterprise is required by law to have an independent review of its financial statements name of
independent reviewer
☐ enterprise has not had its financial statements audited and is not required by law to have an independent review or
audit of such statements
- 5) The attached income statement and balance sheet is a true extract from the financial statements complying with applicable legislation for the preceding financial year within 12 months of the financial year end.
[Attach the income statement and the balance sheet contained in the financial statement]
- 6) The annual turnover for the last financial year is R
- 7) The total assets as at the end of the last financial year is R
- 8) The total liabilities as at the end of the financial year is R

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.

Signature

.....

Date

.....

Name

.....

Position

.....

Tenderer

.....

PART A INVITATION
TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	DPWFS (T) 001/2022	CLOSING DATE:	04 November 2022	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF A SUITABLY QUALIFIED FIRE ENGINEERING CONSULTANCY SERVICE ON EXISTING BUILDINGS ON BEHALF OF THE FREE STATE DEPARTMENT PUBLIC WORKS AND INFRASTRUCTURE.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Ground Floor (Main Entrance Foyer)					
O.R Tambo House (Lebohang Building);					
Cnr. Markgraaff and St Andrews Street,					
Bloemfontein, 9301					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms. L Moleme		CONTACT PERSON	Mr. T McPherson	
TELEPHONE NUMBER	051 492 3886		TELEPHONE NUMBER	051 403 7857 / 066 307 2583	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	molemel@fsworks.gov.za		E-MAIL ADDRESS	mcpherson@fsworks.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
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 THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					



IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?

☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?

☐ YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

☐ YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE

☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

☐ YES ☐ NO

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

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, 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:

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

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

2.2.1 If so, furnish particulars:

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

DESCRIPTION:

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- 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.
- 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.
- 3.6 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

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, ~~person~~ property, capital, efforts, skill and knowledge in an activity for the execution of a contract. **T2.2**

DESCRIPTION:

**FIRE ENGINEERING CONSULTANCY SERVICE
FOR EXISTING FREE STATE BUILDINGS.**



period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- 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

- a) The value of this bid is estimated is to be between R30 000 and R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

- (a) "B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad-

DESCRIPTION:

FIRE ENGINEERING CONSULTANCY SERVICE
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Based Black Economic Empowerment Act;

- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

DESCRIPTION:

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FOR EXISTING FREE STATE BUILDINGS.public works &
infrastructureDepartment of
Public Works & Infrastructure
FREE STATE PROVINCE

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

- 5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

7. SUB-CONTRACTING

- 7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES		NO	
-----	--	----	--

- 7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
 ii) The name of the sub-contractor.....
 iii) The B-BBEE status level of the sub-contractor.....
 iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES		NO	
-----	--	----	--

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME ✓	QSE ✓
Black people		
Black people who are youth		
Black people who are women		

DESCRIPTION:

**FIRE ENGINEERING CONSULTANCY SERVICE
FOR EXISTING FREE STATE BUILDINGS.**

**public works &
infrastructure**

Department of
Public Works & Infrastructure
FREE STATE PROVINCE

Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
☐ One person business/sole propriety
☐ Close corporation
☐ Company
☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
☐ Supplier
☐ Professional service provider
☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
 ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
 iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4

DESCRIPTION:

**FIRE ENGINEERING CONSULTANCY SERVICE
FOR EXISTING FREE STATE BUILDINGS.**

and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
- (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

WITNESSES

1.
2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

- x is the imported content in Rand
y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

The SABS approve technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

DESCRIPTION:

**FIRE ENGINEERING CONSULTANCY SERVICE
FOR EXISTING FREE STATE BUILDINGS.**

1.6 A bid may be disqualified if –

- (a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and
- (b) the bidder fails to declare that the Local Content Declaration Templates (Annex C,D and E) have been audited and certified as correct.

2. Definitions

- 2.1. **“bid”** includes written price quotations, advertised competitive bids or proposals;
 - 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
 - 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
 - 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
 - 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
 - 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
 - 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
 - 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
 - 2.9. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.
3. **The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

DESCRIPTION:

FIRE ENGINEERING CONSULTANCY SERVICE
FOR EXISTING FREE STATE BUILDINGS.public works &
infrastructureDepartment of
Public Works & Infrastructure
FREE STATE PROVINCEDescription of services, works or goodsStipulated minimum threshold

_____	_____ %
_____	_____ %
_____	_____ %

4. Does any portion of the services, works or goods offered have any imported content?

(Tick applicable box)

YES		NO	
-----	--	----	--

- 4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za.

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

5. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?

(Tick applicable box)

YES		NO	
-----	--	----	--

- 5.1. If yes, provide the following particulars:

- (a) Full name of auditor:
- (b) Practice number:
- (c) Telephone and cell number:
- (d) Email address:

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

-
6. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.



**LOCAL CONTENT DECLARATION (REFER TO
ANNEX B OF SATS 1286:2011)**

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution):

.....NB

1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thdti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),
do hereby declare, in my capacity as
of (name of bidder
entity), the following:

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that:

- (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (ii) the declaration templates have been audited and certified to be correct.

(c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

(d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

TENDER NUMBER: DPWFS (T) 01/2022

DESCRIPTION: FIRE ENGINEERING CONSULTANCY SERVICE
FOR EXISTING FREE STATE BUILDINGS.



Schedule of the Tenderer's Experience (Particulars of Tenderers Projects)

FORM: PARTICULARS OF TENDERERS PROJECTS			
Project title:	APPOINTMENT OF A SUITABLY QUALIFIED FIRE ENGINEERING CONSULTANCY SERVICE ON EXISTING BUILDINGS ON BEHALF OF THE FREE STATE DEPARTMENT PUBLIC WORKS AND INFRASTRUCTURE.		
Tender no:	DPWFS (T) 001/2022	Closing date:	04 November 2022
Advertising date:	07 October 2022	Validity period:	90 days

Note: The Tenderer is required to furnish the following particulars and to attach additional pages if more space is required. Failure to furnish the particulars will result in the tender offer being disqualified from further consideration.

1. PARTICULARS OF THE TENDERER'S CURRENT AND PREVIOUS COMMITMENTS

1.1. Current projects: Appointment letter(s) must be provided to buttress the information supplied below.

Projects currently engaged in		Name of Employer or Representative of Employer	Contact tel. no.	Contract sum	Contractual commencement date	Contractual completion date	Presentprogress
1							
2							
3							
4							

TENDER NUMBER: DPWFS (T) 01/2022

DESCRIPTION: FIRE ENGINEERING CONSULTANCY SERVICE
FOR EXISTING FREE STATE BUILDINGS.



Projects currently engaged in		Name of Employer or Representative of Employer	Contact tel. no.	Contract sum	Contractual commencement date	Contractual completion date	Presentprogress
5							
6							
7							
8							
9							
10							
11							
12							

Name of Tenderer	Signature	Date

TENDER NUMBER: DPWFS (T) 01/2022

DESCRIPTION: FIRE ENGINEERING CONSULTANCY SERVICE
FOR EXISTING FREE STATE BUILDINGS.



Completed projects: Both appointment letter(s) and completion certificates linked to the project(s) listed below must be provided to buttress the information provided.

Projects completed in the previous 5 (five) years		Name of Employer or Representative of Employer	Contact tel. no.	Contract sum	Contractual commencement date	Contractual completion date	Date of Certificate of Practical Completion
1							
2							
3							
4							
5							
6							
7							
8							

TENDER NUMBER: DPWFS (T) 01/2022

DESCRIPTION: FIRE ENGINEERING CONSULTANCY SERVICE
FOR EXISTING FREE STATE BUILDINGS.



Projects completed in the previous 5 (five) years	Name of Employer or Representative of Employer	Contact tel. no.	Contract sum	Contractual commencement date	Contractual completion date	Date of Certificate of Practical Completion
9						
10						
11						
12						
Name of Tenderer		Signature			Date	

TENDER NUMBER: DPWFS (T) 01/2022

DESCRIPTION: FIRE ENGINEERING CONSULTANCY SERVICE
FOR EXISTING FREE STATE BUILDINGS.



Resource Information Sheet (CV) – Registered Fire Engineer with general Fire Protection experience

Professional Registration(s)	
Professional Registration Number(s):	
Date of Birth:	
ID number:	
Employed by:	
Number of years with current employer	
Position held with current employer	

SIGNATURE OF RESOURCE:

DATE:

TENDER NUMBER: DPWFS (T) 01/2022

DESCRIPTION: FIRE ENGINEERING CONSULTANCY SERVICE
FOR EXISTING FREE STATE BUILDINGS.



Key projects worked on (align to evaluation requirements)	Name of project	Role in Project	Project Value	Duration of Project	Project StartDate	Project EndDate	Reference Name	Reference Contact number
1								
2								
3								
4								
5								
6								

TENDER NUMBER: DPWFS (T) 01/2022

DESCRIPTION: FIRE ENGINEERING CONSULTANCY SERVICE
FOR EXISTING FREE STATE BUILDINGS.



Key projects worked on (align to evaluation requirements)	Name of project	Role in Project	Project Value	Duration of Project	Project Start Date	Project End Date	Reference Name	Contact number
7								
8								
9								
10								
11								
12								

TENDER NUMBER: DPWFS (T) 01/2022

DESCRIPTION: FIRE ENGINEERING CONSULTANCY SERVICE
FOR EXISTING FREE STATE BUILDINGS.



Key projects worked on (align to evaluation requirements)	Name of project	Role in Project	Project Value	Duration of Project	Project StartDate	Project End Date	Reference Name	Contact number
13								
14								
15								
In your opinion why you would be the right resource for this project, based on your experience?								

NAME:

SIGNATURE OF RESOURCE:

DATE

TENDER NUMBER: DPWFS (T) 01/2022

DESCRIPTION: FIRE ENGINEERING CONSULTANCY SERVICE
FOR EXISTING FREE STATE BUILDINGS.



Resource Information Sheet (CV) – Registered Fire Engineer with general Fire Sprinkler Design and Maintenance experience

Professional Registration(s)	
Professional Registration Number(s):	
Date of Birth:	
ID number:	
Employed by:	
Number of years with current employer	
Position held with current employer	

SIGNATURE OF RESOURCE:

DATE:

TENDER NUMBER: DPWFS (T) 01/2022

DESCRIPTION: FIRE ENGINEERING CONSULTANCY SERVICE
FOR EXISTING FREE STATE BUILDINGS.



Key projects worked on (align to evaluation requirements)	Name of project	Role in Project	Project Value	Duration of Project	Project Start Date	Project End Date	Reference Name	Reference Contact number
1								
2								
3								
4								
5								
6								

TENDER NUMBER: DPWFS (T) 01/2022

DESCRIPTION: FIRE ENGINEERING CONSULTANCY SERVICE
FOR EXISTING FREE STATE BUILDINGS.



Key projects worked on (align to evaluation requirements)	Name of project	Role in Project	Project Value	Duration of Project	Project Start Date	Project End Date	Reference Name	Contact number
7								
8								
9								
10								
11								
12								

TENDER NUMBER: DPWFS (T) 01/2022

DESCRIPTION: FIRE ENGINEERING CONSULTANCY SERVICE
FOR EXISTING FREE STATE BUILDINGS.



Key projects worked on (align to evaluation requirements)	Name of project	Role in Project	Project Value	Duration of Project	Project StartDate	Project EndDate	Reference Name	Reference Contact number
13								
14								
15								
In your opinion why you would be the right resource for this project, based on your experience?								

NAME:

SIGNATURE OF RESOURCE:

DATE:

TENDER NUMBER:

DPWFS (T) 008/2021

DESCRIPTION:

APPOINTMENT OF A SUITABLY QUALIFIED
FIRE ENGINEERING CONSULTANCY SERVICE
FOR EXISTING FREE STATE BUILDINGS..



RESOLUTION OF BOARD OF DIRECTORS

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

(legally correct full name and registration number, if applicable, of the Enterprise) Held at

_____ (place)

on _____ (date)

RESOLVED that:

- 1 The Enterprise submits a Tender to the Department of Public Works and Infrastructure, Free State Province in respect of the following project:

(project description as per Tender Document)

Tender Number: _____ (Tender Number as per Tender Document)

- 2 *Mr/Mrs. /Ms.: _____

in *his/her Capacity as: _____ (Position in the Enterprise)

and who will sign as follows: _____

be, and is hereby, authorised to sign the Tender, and any and all other documents and/or correspondence in connection with and relating to the Tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the Tender to the Enterprise mentioned above.

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			

TENDER NUMBER: DPWFS (T) 008/2021

DESCRIPTION: APPOINTMENT OF A SUITABLY QUALIFIED
FIRE ENGINEERING CONSULTANCY SERVICE
FOR EXISTING FREE STATE BUILDINGS..



Note:

1. * Delete which is not applicable.
2. **NB.** This resolution must be signed by all the Directors / Members / Partners of the Tendering Enterprise.

ENTERPRISE STAMP

TENDER NUMBER: DPWFS (T) 008/2021

DESCRIPTION: APPOINTMENT OF A SUITABLY QUALIFIED
FIRE ENGINEERING CONSULTANCY SERVICE
FOR EXISTING FREE STATE BUILDINGS..



RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

(Legally correct full name and registration number, if applicable, of the Enterprise)

held at _____ (place) on

(date) **RESOLVED** that:

1 The Enterprise submits a Tender, in consortium/joint venture with the following Enterprises:

(List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the consortium/joint venture)

to the Department of Public Works and Infrastructure, Free State Province in respect of the following project:

(Project description as per Tender Document)

Tender Number: _____ *(Tender Number as per Tender Document)*

2 *Mr/Mrs. /Ms.: _____

in *his/her Capacity as: _____ *(Position in the Enterprise)*

and who will sign as follows: _____

be, and is hereby, authorised to sign a consortium/joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the consortium/joint venture, in respect of the project described under item 1 above.

3 The Enterprise accept joint and several liability with the parties listed under item 1 above for the due fulfillment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.

TENDER NUMBER:

DPWFS (T) 008/2021

DESCRIPTION:

APPOINTMENT OF A SUITABLY QUALIFIED
FIRE ENGINEERING CONSULTANCY SERVICE
FOR EXISTING FREE STATE BUILDINGS..



4 The Enterprise choose as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:

Physical address: _____

_____ (code)

Postal Address: _____

_____ (code)

Telephone number: _____ (code)

Fax number: _____ (code)

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

Note: 1. * Delete which is not applicable. 2. NB. This resolution must be signed by <u>all</u> the Directors / Members / Partners of the Tendering Enterprise. 3. Should the number of Directors / Members / Partners exceed the space available above, additional names, capacity and signatures must be supplied on a separate page.	ENTERPRISE STAMP

SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the duly authorised representatives of the following legal entities who have entered into a consortium/joint venture to jointly tender for the project mentioned below: *(legally correct full names and registration numbers, if applicable, of the Enterprises forming a consortium/joint venture)*

1

2

3

4

5

6

7

8

Held at _____ *(place)*
on _____ *(date)*

RESOLVED that:

A. The above-mentioned Enterprises submit a tender in consortium/joint venture to the Department of Public and Infrastructure Works, Free State Province in respect of the following project:

(Project description as per Tender Document)

Tender Number: _____ (Tender Number as per Tender Document)

B. Mr/Mrs. /Ms.: _____

in *his/her Capacity as: _____ (Position in the Enterprise)

and who will sign as follows: _____

be, and is hereby, authorised to sign the tender, and any and all other documents and/or correspondence in connection with and relating to the tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the tender to the Enterprises in consortium/joint venture mentioned above.

C. The Enterprises constituting the consortium/joint venture, notwithstanding its composition, shall conduct all business under the name and style of:

D. The Enterprises to the consortium/joint venture accept joint and several liability for the due fulfilment of the obligations of the consortium/joint venture deriving from, and in any way connected with, the Contract entered into with the Department in respect of the project described under item A above.

E. Any of the Enterprises to the consortium/joint venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the Department for the due fulfilment of the obligations of the consortium/joint venture as mentioned under item D above.

F. No Enterprise to the consortium/joint venture shall, without the prior written consent of the other Enterprises to the consortium/joint venture and of the Department, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the Department referred to herein.

G. The Enterprises choose as the *domicilium citandi et executandi* of the consortium/joint venture for all purposes arising from the consortium/joint venture agreement and the Contract with the Department in respect of the project under item A above:

Physical address: _____

_____ (code)

Postal Address: _____

_____(code)

Telephone number: _____(code)

Fax number: _____

THE CONTRACT

PART C1: AGREEMENT AND CONTRACT DATA

C1.1 - Form of Offer and Acceptance

C1.1 Form of Offer and Acceptance

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: **APPOINTMENT OF A SUITABLY QUALIFIED FIRE ENGINEERING CONSULTANCY SERVICE ON EXISTING FREE STATE BUILDINGS ON BEHALF OF THE FREE STATE DEPARTMENT PUBLIC WORKS AND INFRASTRUCTURE.**

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

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

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:

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

R (in figures)

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

Signature Date
Name
Capacity

for the Tenderer

(Name and)

address of
organization)

.....
Name and signature
of witness)

Acceptance

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1: Agreements and contract data, (which includes this agreement) Part
C2: Pricing data
Part C3: Scope of work.
Part C4: Site information
Part C5: Additional returnable Documents

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 5 above.

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

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfill 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 contractor) 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.

Signature Date

Name **MR. MOTSAMAI. E. MOHLAHLLO**

Capacity **HOD: DEPARTMENT OF PUBLIC WORKS FREE STATE AND INFRASTRUCTURE**

for the
Employer DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE
P.O Box 690 Bloemfontein

Name and

Signature of witness

Date

Schedule of Deviations

1. Subject
Details

2. Subject
Details

3. Subject
Details

4. Subject
Details

5. Subject

Details

.....

.....

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

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

PART C1: AGREEMENT AND CONTRACT
DATA

C1.2 - Contract

CONTRACT PERIOD

36 MONTHS

FREE STATE PROVINCIAL GOVERNMENT

DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE

TENDER NO: DPWFS (T) 001/2022

DESCRIPTION: APPOINTMENT OF A SUITABLY QUALIFIED FIRE ENGINEERING CONSULTANCY SERVICE ON EXISTING FREE STATE BUILDINGS ON BEHALF OF THE FREE STATE DEPARTMENT PUBLIC WORKS AND INFRASTRUCTURE.

C1.2 Contract Data

The successful firm or consortia will enter into a Service Level Agreement.

The successful firm or bidder will perform all the work as per individual Built Environment Acts, codes and standard.

The Service Provider is advised to read the CIDB Standard Professional Services Contract 3rd Edition of CIDB document 1014 Contract in order to understand the implications of this Data which is required to be completed.

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

This services contract is based upon the **CIDB Standard Professional Services Contract**, published by the CIDB in July 2009.

The Contract Data shall have precedence in the interpretation of any ambiguity or Inconsistency between it and the **CIDB Standard Professional Services Contract**.

Standard Professional Services.

The conditions applicable to this Contract are the **Standard Professional Services Contract (July 2009 edition)** published by the **Construction Industry Development Board (CIDB)**.

https://www.gov.za/sites/default/files/gcis_document/201908/42622gen423.pdf

STANDARD PROFESSIONAL SERVICES CONTRACT

(July 2009)

(Third Edition of CIDB document 1014)



Construction Industry Development Board Pretoria - Head Office
Tel: 012 482 7200
Fraudline: 0800 11 24 32 Call
Centre: 0860 103 353
E-mail: cidb@cidb.org.za

PREFACE

The Standard Professional Services Contract has been prepared for use by Employers when they engage firms or individuals (Service Providers) for the performance of knowledge-based expertise provided on the basis of trust.

This document is intended to be used with the procurement documents prepared in accordance with the provisions of SANS 10403: Formatting and Compilation of Construction Procurement Documents

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GENERAL CONDITIONS OF CONTRACT

1. DEFINITIONS

In the Contract, the following words and expressions shall have the meanings indicated, except where the context otherwise requires. Defined terms and words are signified in the text of the Contract by the use of capital initial letters.

Contract

The Contract signed by the Parties and of which these General Conditions of Contract form part.

Contract Data

Specific data, which together with these General Conditions of Contract, collectively describe the risks, liabilities and obligations of the contracting Parties and the procedures for the administration of the Contract.

Contract Price

The price to be paid for the performance of the Services in accordance with the Pricing Data.

Day

A calendar day.

Defect

A part of the Services, as performed, which does not comply with the requirements of the Contract.

Deliverable

Any measurable, tangible, verifiable outcome, result or item that must be produced or completed;

Employer

The contracting party named in the Contract who employs the Service Provider.

Force Majeure

An event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

Key Persons

Persons who are named as such in the Contract Data who will be engaged in the performance of the Services.

Others

Persons or organisations who are not the Employer, the Service Provider or any employee, Subcontractor, or supplier of the Service Provider.

Parties

The Employer and the Service Provider.

Period of Performance

The period within which the Services are to be performed and completed, commencing from the Start Date.

Personnel

Persons hired by the Service Provider as employees and assigned to the performance of the Services or any part thereof.

Personnel Schedule

A schedule naming all Personnel and Key Persons.

Pricing Data

Data that establishes the criteria and assumptions that were taken into account when developing the Contract Price and the record of the components that make up the Contract Price.

Project

The project named in the Contract Data for which the Services are to be provided.

Scope of Work

The document which defines the Employer's objectives and requirements and specifies the Services which must, or may, be provided under the Contract.

Service Provider

The contracting party named in the Contract Data who is employed by the Employer to perform the Services described in the Contract, and legal successors to the Service Provider and legally permitted assignees.

Services

The work to be performed by the Service Provider pursuant to the Contract as described in the Scope of Work.

Start date

The date on which the Services are to commence. as stated in the Contract Data

Subcontractor

A person or body corporate who enters into a subcontract with the Service Provider to perform part of the Services.

2. INTERPRETATION

2.1 Unless inconsistent with the context, an expression which denotes :

- a) any gender includes the other genders;
- b) a natural person includes a juristic person and vice versa;
- c) the singular includes the plural and vice versa.

2.2 If there is any conflict between the provisions of these General Conditions of Contract and the Contract Data, the provisions of the Contract Data shall prevail.

2.3 The clause headings shall not limit, alter or affect the meaning of the Contract.

3. GENERAL**3.1 Governing law**

Law governing the Contract shall be the law of the Republic of South Africa.

3.2 Change in legislation

If after the commencement of the Contract, the cost or duration of the Services is altered as a result of changes in, or additions to, any statute, regulation or bye-law, or the requirements of any authority having jurisdiction over any matter in respect of the Project, then the Contract

Price and time for completion shall be adjusted in order to reflect the impact of those changes, provided that, within 14 Days of first having become aware of the change, the Service Provider furnished the Employer with detailed justification for the adjustment to the Contract Price or Period of Performance (or both)..

3.3 Language

- 3.3.1 The language of the Contract and of all communications between the Parties shall be English.
- 3.3.2 All reports, recommendations and reports prepared by the Service Provider under the Contract shall be in English.

3.4 Notices

- 3.4.1 Any notice, request, consent, approvals or other communication made between the Parties pursuant to the Contract shall be in writing and forwarded to the address specified in the Contract Data. Such communication shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or one week after having been sent by registered post, or unless otherwise indicated in the Contract Data, when sent by e-mail or facsimile to such Party
- 3.4.2 A Party may change its address for receipt of communications by giving the other Party 30 Days advance notice of such change.

3.5 Location

The Services shall be performed at such locations as are specified in the Contract Data, and where the location of a particular task is not so specified, at such locations as the Employer may approve.

3.6 Publicity and publication

Unless otherwise stated in the Contract Data, the Service Provider shall not release public or media statements or publish material related to the Services or Project within two (2) years of completion of the Services without the written approval of the Employer, which approval by the Employer shall not be unreasonably withheld.

3.7 Confidentiality

Both parties shall keep all sensitive information obtained by them in the context of the Contract confidential and shall not divulge it without the written approval of the other Party.

3.8 Variations

- 3.8.1 The Employer may, without changing the objectives or fundamental scope of the Contract, order variations to the Services in writing or may request the Service Provider to submit proposals, including the time and cost implications, for variations to the Services.
- 3.8.2 The reasonable cost of preparation and submission of such proposals and the incorporation

into the Contract of any variations to the Services ordered by the Employer, including any change in the Contract Price, shall be agreed between the Service Provider and the Employer.

- 3.8.3 Where a variation is necessitated by default or breach of Contract by the Service Provider, any additional cost attributable to such variation shall be borne by the Service Provider.

3.9 Changes to the Contract Price or Period of Performance

3.9.1 The Service Provider is entitled to apply to the Employer for a change in Contract Price or the Period of Performance in the event that:

- a) a change in legislation takes place in accordance with the provisions of Clause 3.2;
- b) a variation to the Services is made in accordance with the provisions of Clause 3.8;
- c) the Employer or Others do not perform an action, provide access to people, places or things or perform work in accordance with the programme (see Clause 3.15);
- d) the contract is suspended in accordance with the provisions of Clause 8.5;
- e) the contract is restarted following a suspension; or
- f) an event occurs which neither Party could prevent and which prevents the Service Provider from completing the Services or a part thereof

3.9.2 The Service Provider shall submit proposals to change the Contract Price or the Period for Completion (or both) to the Employer within 6 weeks of becoming aware of an event described in 3.9.1 occurring, failing which, the Service Provider shall not be entitled to a change in the Contract Price or Period of Performance.

3.9.3 The Employer shall assess the changes to the Contract Price on the effect of the event on the Services based on time-based fees.

3.9.4 The Employer shall assess the changes to the Period of Performance on the basis of the time that planned completion as shown on the latest approved programme is delayed.

3.10 Sole agreement

The Contract constitutes the sole agreement between the Parties for the performance of the Services and any representation not contained therein shall not be of any force or effect. No amendments will be of any force or effect unless reduced to writing and signed by both Parties.

3.11 Indemnification

The Service Provider shall, at his own expense, indemnify, protect and defend the Employer, its agents and employees, from and against all actions, claims, losses and damage arising from any negligent act or omission by the Service Provider in the performance of the Services, including any violation of legal provisions, or rights of others, in respect of patents, trademarks and other forms of intellectual property such as copyrights.

3.12 Penalty

3.12.1 If due to his negligence, or for reasons within his control, the Service Provider does not perform the Services within the Period of Performance, the Employer shall without prejudice to his other remedies under the Contract or in law, be entitled to levy a penalty for every Day or part thereof, which shall elapse between the end of the period specified for performance, or an extended Period of Performance, and the actual date of completion, at the rate and up to the maximum amount stated in the Contract Data.

3.12.2 If the Employer has become entitled to the maximum penalty amount referred to in 3.12.1, he

may after giving notice to the Service Provider :

- a) terminate the Contract
- b) complete the Services at the Service Provider's cost.

3.13 Equipment and materials furnished by the Employer

- 3.13.1 Equipment and materials made available to the Service Provider by the Employer, or purchased by the Service Provider with funds provided by the Employer for the performance of the Services shall be the property of the Employer and shall be marked accordingly. Upon termination or expiration of the Contract, the Service Provider shall make available to the Employer an inventory of such equipment and materials and shall dispose of them in accordance with the Employer's instructions.
- 3.13.2 The Service Provider shall, at his own expense, insure the equipment and materials referred to in 3.13.1 for their full replacement value.

3.14 Illegal and impossible requirements

The Service Provider shall notify the Employer immediately, on becoming aware that the Contract requires him to undertake anything which is illegal or impossible.

3.15 Programme

- 3.15.1 The Service Provider shall, within the time period set out in the Contract Data and whenever a programme is amended or revised, submit for the Employer's approval a programme for the performance of the Services which shall, *inter alia*, include:
- a) the order and timing of operations by the Service Provider and any actions, access to people, places and things and work required of the Employer and Others;
 - b) the dates by which the Service Provider plans to complete work needed to allow the Employer and Others to undertake work required of them;
 - c) provisions for float;
 - d) the planned completion of the Services or part thereof in relation to a Period of Performance; and
 - e) other information as required in terms of the Scope of Work or Contract Data.
- 3.15.2 The Employer may, during the course of the Contract, request the Service Provider to amend the programme. Where this is not practicable, the Service Provider shall advise the Employer accordingly and advise him of alternative measures, if any, which might be taken.
- 3.15.3 A programme shall be deemed to be approved if the Employer fails to approve such programme or give reasons for not approving a programme within three weeks of receipt of a request by the Service Provider to approve a programme.
- 3.15.3 The Service Provider shall update the programme:
- a) unless otherwise stated in the Contract Data, every three months to reflect actual progress to date;
 - b) whenever a change in Period of Performance or Contract Price is applied for; and
 - c) whenever a change in the Period of Performance is changed by the Employer

and submit such revised programme to the Employer for approval.

3.16 Price adjustment to time-based fees for inflation

3.16.1 Time-based fees which are stated in the Pricing Data as a unique rate and are not calculated by multiplying the total annual cost of employment contained, shall unless otherwise stated in the Contract Data, be adjusted in terms of 3.16.2 on each anniversary of the Starting Date.

3.16.2 The adjustment to the time-based fees shall be equal to:

$$(CPI_n - CPI_s) / CPI_s$$

where CPI_s = the indices specified in the Contract Data during the month in which the start date falls
 CPI_n = the latest indices specified in Contract Data during the month in which the anniversary of the Start Date falls

4. EMPLOYER'S OBLIGATIONS

4.1 Information

- 4.1.1 The Employer shall timeously provide to the Service Provider, free of cost, all available information and data in the Employer's possession which may be required for the performance of the Services.
- 4.1.2 The Employer shall provide the Service Provider with reasonable assistance required in obtaining other relevant information that the latter may require in order to perform the Services.

4.2 Decisions

The Employer shall, within a reasonable time, give his decision on any matter properly referred to him in writing by the Service Provider so as not to delay the performance of Services.

4.3 Assistance

- 4.3.1 The Employer shall co-operate with the Service Provider and shall not interfere with or obstruct the proper performance of the Services. The Employer shall as soon as practicable:
- a) authorise the Service Provider to act as his agent insofar as may be necessary for the performance of the Services;
 - b) provide all relevant data, information, reports, correspondence and the like, which become available;
 - c) procure the Service Provider's ready access to premises, or sites, necessary for the performance of the Services;
 - d) assist in the obtaining of all approvals, licenses and permits from state, regional and municipal authorities having jurisdiction over the Project, unless otherwise stated in the Contract Data;
- 4.3.2 Unless otherwise communicated, the authorised and designated person named in the Contract Data has complete authority in giving instructions and receiving communications on the Employer's behalf and interpreting and defining the Employer's policies and requirements in regard to the Services.

4.4 Services of Others

The Employer shall, at his own cost, engage such Others as may be required for the execution of work not included in the Services, but which is necessary for the completion of the Project.

4.5 Notification of material change or defect

The Employer shall immediately advise the Service Provider on becoming aware of:

- a) any matter other than a change in legislation which will materially change, or has changed the Services; or
- b) a material defect or deficiency in the Services.

4.6 Issue of instructions

Where the Service Provider is required to administer the work or services of Others, or any contract or agreement, on behalf of the Employer, then the Employer shall issue instructions related to such work, services, contract or agreement only through the Service Provider.

4.7 Payment of Service Provider

The Employer shall pay the Service Provider the Contract Price in accordance with the provisions of the Contract.

5. SERVICE PROVIDER'S OBLIGATIONS

5.1 General

- 5.1.1 The Service Provider shall perform the Services in accordance with the Scope of Work with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.
- 5.1.2 If the Service Provider is a joint venture or consortium of two or more persons, the Service Provider shall designate one person to act as leader with authority to bind the joint venture or consortium. Neither the composition nor the constitution of the joint venture or consortium shall be altered without the prior consent in writing of the Employer, which shall not be unreasonably withheld.

5.2 Exercise of authority

The Service Provider shall have no authority to relieve Others appointed by the Employer to undertake work or services on the Project of any of their duties, obligations, or responsibilities under their respective agreements or contracts, unless expressly authorised by the Employer in response to an application by the Service Provider in writing to do so.

5.3 Designated representative

Unless otherwise communicated, the authorised and designated person named in the Contract Data has complete authority to receive instructions from and give information to the Employer on behalf of the Service Provider.

5.4 Insurances to be taken out by the Service Provider

- 5.4.1 The Service Provider shall as a minimum and at his own cost take out and maintain in force all such insurances as are stipulated in the Contract Data.
- 5.4.2 The Service Provider shall, at the Employer's request, provide evidence to the Employer showing that the insurance required in terms of Clause 5.4.1 has been taken out and maintained in force.

5.5 Service Provider's actions requiring Employer's prior approval

The Service Provider shall obtain the Employer's prior approval in writing before taking, inter alia, any of the following actions:

- a) appointing Subcontractors for the performance of any part of the Services,
- b) appointing Key Persons not listed by name in the Contract Data.
- c) any other action that may be specified in the Contract Data.

5.6 Co-operation with Others

If the Service Provider is required to perform the Services in co-operation with Others he may make recommendations to the Employer in respect of the appointment of such Others. The Service Provider shall, however, only be responsible for his own performance and the performance of Subcontractors unless otherwise provided for.

5.7 Notice of change by Service Provider

On becoming aware of any matter which will materially change or has changed the Services, the Service Provider shall within 14 Days thereof give notice to the Employer.

6. CONFLICTS OF INTEREST

6.1 Service Provider not to benefit from commissions, discounts, etc.

The remuneration of the Service Provider under the Contract shall constitute the Service Provider's sole remuneration in connection with the Contract, or the Services, and the Service Provider shall not accept for his own benefit any trade commission, discount, or similar payment in connection with activities pursuant to the Contract, or in the discharge of his obligations under the Contract, and shall use his best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them shall, similarly, not receive any additional remuneration.

6.2 Royalties and the like

The Service Provider shall not have the benefit, whether directly or indirectly, of any royalty or of any gratuity or commission in respect of any patented or protected article or process used in or for the purposes of the Contract, or Project, unless so agreed by the Employer in writing.

6.3 Independence

The Service Provider shall refrain from entering into any relationship which could be perceived as compromising his independence of judgement, or that of Subcontractors or Personnel.

7. SERVICE PROVIDER'S PERSONNEL

7.1 General

7.1.1 The Service Provider shall employ and provide all qualified and experienced Personnel required to perform the Services.

7.1.2 Where required in terms of the Contract, the Service Provider shall provide Key Persons as listed in the Contract Data to perform specific duties. If at any time, a particular Key Person cannot be made available, the Service Provider may engage a replacement who is equally or better qualified to perform the stated duty, subject to the Employer's approval, which approval shall not be unreasonably withheld.

7.1.3 Where the fees for the Services are time-based, the fee payable for a person provided as a

replacement to a named Key Person shall not exceed that which would have been payable to the person replaced.

- 7.1.4 The Service Provider shall bear all additional costs arising out of or incidental to replacement of Personnel, except where such replacement is otherwise provided for in the Contract.
- 7.1.5 The Service Provider shall take all measures necessary and shall provide all materials and equipment necessary to enable Personnel to perform their duties in an efficient manner.

7.2 Provision of Personnel in terms of a Personnel Schedule

- 7.2.1 The Service Provider shall, where required in terms of the Contract Data, provide appropriate Personnel for such time periods as required in terms of the Contract and enter all data pertaining to Personnel including titles, job descriptions, qualifications and estimated periods of engagement on the performance of the Services in the Personnel Schedule.
- 7.2.2 Where the Service Provider proposes to utilise a person not named in the Personnel Schedule, he shall submit the name, relevant qualifications and experience of the proposed replacement person to the Employer for approval. Should the Employer not object in writing within 10 Days of receipt of such notification, the replacement shall be deemed to have been approved by the Employer.
- 7.2.3 The Services shall be performed by the Personnel listed in the Personnel Schedule for the periods of time indicated therein. The Service Provider may, subject to the approval of the Employer, make such adjustments to the data provided in terms of Clause 7.2.1 above as may be appropriate to ensure the efficient performance of the Services, provided that the adjustments will not cause payments to exceed any limit placed on the Contract Price.
- 7.2.4 The Service Provider shall, if required in terms of Clause 7.2.1:
- a) forward to the Employer for approval, within 15 Days of the award of the Contract, the Personnel Schedule and a timetable for the placement of Personnel.
 - b) inform the Employer of the date of commencement and departure of each member of Personnel during the course of the Project.
 - c) submit to the Employer for his approval a timely request for any proposed change to Personnel, or timetables.

8. COMMENCEMENT, COMPLETION, MODIFICATION, SUSPENSION AND TERMINATION

8.1 Commencement of Services

The Service Provider shall commence the performance of the Services within the period stated in the Contract Data.

8.2 Completion

- 8.2.1 Unless terminated in terms of the Contract, or otherwise specified in the Contract Data, the Contract shall be concluded when the Service Provider has completed all Deliverables in accordance with the Scope of Work.
- 8.2.2 The Service Provider may request an extension to the Period of Performance if he is or will be delayed in completing the Contract by any of the following causes:
- a) additional Services ordered by the Employer;
 - b) failure of the Employer to fulfil his obligations under the Contract;
 - c) any delay in the performance of the Services which is not due to the Service Provider's default;
 - d) *Force Majeure*; or

e) suspension.

8.2.3 The Service Provider shall within 14 Days of becoming aware that a delay may occur or has occurred, notify the Employer of his intention to make a request for the extension of the Period of Performance to which he considers himself entitled and shall within 30 days after the delay ceases deliver to the Employer full and detailed particulars of the request.

8.2.4 The Employer shall, within 30 Days of receipt of a detailed request, grant such extension to the Period of Performance as may be justified, either prospectively or retrospectively, or

inform the Service Provider that he is not entitled to an extension. Should the Service Provider find the decision of the Employer to be unacceptable he shall, nevertheless, abide by such decision in the performance of the Services and the matter shall be dealt with as a dispute in terms of Clause 12.

8.3 Force Majeure

- 8.3.1 The failure of a Party to fulfil any of its obligations under the Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of *Force Majeure*, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures in order to meet the terms and conditions of this Contract, and has informed the other Party as soon as possible about the occurrence of such an event.
- 8.3.2 In the event that the performance of the Services has to be suspended on the grounds of *Force Majeure*, the Period of Performance shall be extended by the extent of the delay plus a reasonable period for the resumption of work.
- 8.3.3 During the period of his inability to perform the Services as a result of an event of *Force Majeure*, the Service Provider shall be entitled to any payment due in terms of the Contract and shall be reimbursed for additional costs reasonably and necessarily incurred by him in suspending, delaying and re-activating the performance of the Services.

8.4 Termination

- 8.4.1 The Employer may terminate the Contract:
- (a) where the Services are no longer required;
 - (b) where the funding for the Services is no longer available;
 - (c) if the Service Provider does not remedy a failure in the performance of his obligations under the Contract within thirty (30) Days after having been notified thereof, or within any further period as the Employer may have subsequently approved in writing;
 - (d) if the Service Provider becomes insolvent or liquidated; or
 - (e) if, as the result of *Force Majeure*, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) Days;
- 8.4.2 The Employer shall give the Service Provider not less than thirty (30) Days written notice of any termination made in terms of 8.4.1 (a) or (b).
- 8.4.3 The Service Provider may terminate the Contract, by giving not less than thirty (30) Days written notice to the Employer after the occurrence of any of the following events:
- (a) if the Employer fails to pay any monies due to the Service Provider in terms of the Contract and not subject to dispute pursuant to Clause 12 within forty-five (45) Days after receiving written notice from the Service Provider that such payment is overdue; or
 - (b) if, as the result of *Force Majeure*, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) Days; or
 - (c) when the Services have been suspended under Clause 8.5 and the period of suspension exceeds the period stated in the Contract Data, or it is clear to the Service

Provider that it will be impossible or impractical to resume the suspended Services before the period of suspension has exceeded the period stated in the Contract Data; or

- (d) if the Employer is in material breach of a term of the Contract and fails to rectify such breach within 30 Days of the receipt of written notice requiring him to do so.

8.4.4 Upon termination of this Contract pursuant to Clauses 8.4.1 or 8.4.3, the Employer shall remunerate the Service Provider in terms of the Contract for Services satisfactorily performed

prior to the effective date of termination and reimburse the Service Provider any reasonable cost incident to the prompt and orderly termination of the Contract, except in the case of termination pursuant to events (c) and (d) of Clause 8.4.1.

8.4.5 Should the Service Provider, being an individual or the last surviving principal of a partnership or body corporate, die or be prevented by illness or any other circumstances beyond his control from performing the obligations implied by the Contract, the Contract shall be terminated without prejudice to the accrued rights of either Party against the other.

8.5 Suspension

8.5.1 The Employer may temporarily suspend all or part of the Services by notice to the Service Provider who shall immediately make arrangements to stop the performance of the Services and minimise further expenditure.

8.5.2 When Services are suspended, the Service Provider shall be entitled to pro-rata payment for the Services carried out and reimbursement of all reasonable cost incident to the prompt and orderly suspension of the Contract.

8.6 Rights and liabilities of the Parties

Completion, suspension or termination of the Contract shall not prejudice or affect the accrued rights or liabilities of the Parties.

9. OWNERSHIP OF DOCUMENTS AND COPYRIGHT

9.1 Copyright of all documents prepared by the Service Provider in accordance with the relevant provisions of the copyright Act (Act 98 of 1978) relating to Project shall be vested in the party named in the Contract Data. Where copyright is vested in the Service Provider, the Employer shall be entitled to use the documents or copy them only for the purposes for which they are intended in regard to the Project and need not obtain the Service Provider's permission to copy for such use. Where copyright is vested in the Employer, the Service Provider shall not be liable in any way for the use of any of the information other than as originally intended for the Project and the Employer hereby indemnifies the Service Provider against any claim which may be made against him by any party arising from the use of such documentation for other purposes.

9.2 The ownership of data and factual information collected by the Service Provider and paid for by the Employer shall, after payment by the Employer, lie with the Employer.

- 9.3 The Employer shall have no right to use any documents prepared by the Service Provider whilst the payment of any fees and expenses due to the Service Provider in terms of the Contract is overdue.

10. SUCCESSION AND ASSIGNMENT

- 10.1 Except as defined in Clause 8.4.4 above, each Party binds itself and its partners, successors, executors, administrators, assigns and legal representatives to the other Party and to the other partners, successors, executors, administrators, assigns and legal representatives of the other Party in respect of all obligations and liabilities of the Contract.
- 10.2 An assignment shall be valid only if it is a written agreement by which the Service Provider transfers his rights and obligations under the Contract, or part thereof, to others.
- 10.3 The Service Provider shall not, without the prior written consent of the Employer, assign the Contract or any part thereof, or any benefit or interest thereunder, except in the following cases

- (a) by a charge in favour of the Service Provider's bankers of any monies due or to become due under the Contract; or
- (b) by assignment to the Service Provider's insurers of the Service Provider's right to obtain relief against any other person liable in cases where the insurers have discharged the Service Provider's loss or liability.

- 10.4 The approval of an assignment by the Employer shall not relieve the Service Provider of his obligations for the part of the Contract already performed or the part not assigned.
- 10.5 If the Service Provider has assigned his Contract or part thereof without authorization, the Employer may forthwith terminate the Contract and the third party will have no claim against the Employer resulting from such termination.

11. SUBCONTRACTING

- 11.1 A Service Provider may not subcontract any work which he has the skill and competency to perform, unless otherwise permitted in the Contract Data.
- 11.2 A subcontract, where permitted in terms of the Contract Data, shall be valid only if it is a written agreement by which the Service Provider entrusts performance of a part of the Services to Others.
- 11.3 The Service Provider shall not subcontract to nor engage a Subcontractor to perform any part of the Services without the prior written authorization of the Employer. The services to be subcontracted and the identity of the Subcontractor shall be notified to the Employer. The Employer shall, within 14 Days of receipt of the notification and a full motivation why such services are to be subcontracted, notify the Service Provider of his decision, stating reasons, should he withhold such authorization. If the Service Provider enters into a subcontract with a Subcontractor without prior approval, the Employer may forthwith terminate the Contract.
- 11.4 The Employer shall have no contractual relationships with Subcontractors. However, if a Subcontractor is found by the Employer to be incompetent, the Employer may request the Service Provider either to provide a Subcontractor with qualifications and experience acceptable to the Employer as a replacement, or to resume the performance of the relevant part of the Services himself.
- 11.5 The Service Provider shall advise the Employer without delay of the variation or termination of any subcontract for performance of all or part of the Services.
- 11.6 The Service Provider shall be responsible for the acts, defaults and negligence of Subcontractors and their agents or employees in the performance of the Services, as if they were the acts, defaults or negligence of the Service Provider, his agents or employees. Approval by the Employer of the subcontracting of any part of the Contract or of the engagement by the Service Provider of Subcontractors to perform any part of the Services shall not relieve the Service Provider of any of his obligations under the Contract.

12. RESOLUTION OF DISPUTES

12.1 Settlement

- 12.1.1 The Parties shall negotiate in good faith with a view to settling any dispute or claim arising out of or relating to the Contract and may not initiate any further proceedings until either Party has, by written notice to the other, declared that such negotiations have failed.
- 12.1.2 Any dispute or claim arising out of or relating to the Contract which cannot be settled between the Parties shall in the first instance be referred by the Parties to either mediation or adjudication as provided for in the Contract Data.

12.2 Mediation

- 12.2.1 If the Contract Data does not provide for dispute resolution by adjudication, not earlier than 14 Days after having advised the other Party, in terms of Clause 12.1, that negotiations in regard to a dispute have failed, an aggrieved Party may require that the dispute be referred, without legal representation, to mediation by a single mediator. The mediator shall be selected by agreement between the Parties, or, failing such agreement, by the person named for this purpose in the Contract Data. The costs of the mediation shall be borne equally by the Parties.
- 12.2.2 The mediator shall convene a hearing of the Parties and may hold separate discussions with any Party and shall assist the Parties in reaching a mutually acceptable settlement of their differences through means of reconciliation, interpretation, clarification, suggestion and advice. The Parties shall record such agreement in writing and thereafter they shall be bound by such agreement.
- 12.2.3 The mediator is authorised to end the mediation process whenever in his opinion further efforts at mediation would not contribute to a resolution of the dispute between the Parties.
- 12.2.4 If either Party is dissatisfied with the opinion expressed by the mediator or should the mediation fail, then such Party may require that the dispute be referred to arbitration or litigation in a competent civil court, as provided for in the Contract Data.

12.3 Adjudication

- 12.3.1 If the Contract Data does not provide for dispute resolution by mediation, an aggrieved Party may refer the dispute to adjudication. Adjudication shall be in accordance with the latest edition of the separately published CIDB Adjudication Procedures.
- 12.3.2 The adjudicator shall be appointed in terms of the Adjudicator's Agreement bound in the Construction Industry Development Board's Adjudication Procedure.
- 12.3.3 The Adjudicator shall be any person agreed to by the parties or, failing such agreement, shall be nominated by the person named in the Contract Data. The Adjudicator shall be appointed in accordance with the Adjudicator's Agreement contained in the CIDB Adjudication Procedure.
- 12.3.4 If a Party is dissatisfied with the decision of the Adjudicator, the Party may give the other Party notice of dissatisfaction within 28 Days of the receipt of that decision and refer the dispute to arbitration or litigation in a competent civil court as provided for in the Contract Data. If no notice of dissatisfaction is given within the specified time, the decision shall be final and binding on the Parties.

12.4 Arbitration

- 12.4.1 Arbitration, where provided for in the Contract Data, shall be by a single arbitrator in accordance with the provisions of the Arbitration Act of 1965 as amended and shall be conducted in accordance with such procedure as may be agreed between the Parties or, failing such agreement, in accordance with the Rules for the Conduct of Arbitrations published by the Association or Arbitrators current at the date the arbitrator is appointed.

12.4.2 The arbitrator shall be mutually agreed upon or, failing agreement, to be nominated by the person named in the Contract Data.

13. LIABILITY

13.1 Liability of the Service Provider

- 13.1.1 The Service Provider shall be liable to the Employer arising out of or in connection with the Contract if a breach of Clause 5.1 is established against him.
- 13.1.2 The Service Provider shall correct a Defect on becoming aware of it. If the Service Provider does not correct a Defect within a reasonable time stated in a notification and the Defect arose from a failure of the Service Provider to comply with his obligation to provide the Services, the Service Provider shall pay to the Employer the amount which the latter assesses as being the cost of having such Defect corrected by Others.
- 13.1.3 All persons in a joint venture or consortium shall be jointly and severally liable to the Employer in terms of this Contract and shall carry individually the minimum levels of insurance stated in the Contract Data, if any.

.13.2 Liability of the Employer

The Employer shall be liable to the Service Provider arising out of or in connection with the Contract if a breach of an obligation of his in terms of the Contract is established. The Service Provider shall have no separate delictual right of action against the Employer.

13.3 Compensation

If it is established that either Party is liable to the other, compensation shall be payable only on the following terms:

- (a) Compensation shall be limited to the amount of reasonably foreseeable loss and damage suffered as a result of the breach.
- (b) In any event, the amount of compensation will be limited to the amount specified in Clause 13.5.

13.4 Duration of Liability

Notwithstanding the terms of the Prescription Act No. 68 of 1969 (as amended) or any other applicable statute of limitation neither the Employer nor the Service Provider shall be held liable for any loss or damage resulting from any occurrence unless a claim is formally made within the period stated in the Contract Data or, where no such period is stated, within a period of three years from the date of termination or completion of the Contract.

13.5 Limit of Compensation

- 13.5.1 Unless otherwise indicated in the Contract Data, the maximum amount of compensation payable by either Party to the other in respect of liability under the Contract is limited to:
- a) the sum insured in terms of 5.4 in respect of insurable events; and
 - b) the sum stated in the Contract Data or, where no such amount is stated, to an amount equal to twice the amount of fees payable to the Service Provider under the Contract,

excluding reimbursement and expenses for items other than salaries of Personnel, in respect of non-insurable events.

- 13.5.2 Each Party agrees to waive all claims against the other insofar as the aggregate of compensation which might otherwise be payable exceeds the aforesaid maximum amount payable.
- 13.5.3 If either Party makes a claim for compensation against the other Party and this is not established, the claimant shall reimburse the other for his reasonable costs incurred as a

result of the claim or if proceedings are initiated in terms of Clause 12 for such costs as may be awarded.

13.6 Indemnity by the Employer

Unless otherwise indicated in the Contract Data, the Employer shall indemnify the Service Provider against all claims by third parties which arise out of or in connection with the performance of the Services save to the extent that such claims do not in the aggregate exceed the limit of compensation in Clause 13.5, if applicable, or are covered by the insurances arranged under the terms of Clause 5.4.

13.7 Exceptions

13.7.1 Clauses 13.5 and 13.6 shall not apply to claims arising from deliberate misconduct.

13.7.2 The Service Provider shall have no liability whatsoever for actions, claims, losses or damages occasioned by:

- a) the Employer omitting to act on any recommendation, or overriding any act, decision or recommendation, of the Service Provider, or requiring the Service Provider to implement a decision or recommendation with which the Service Provider disagrees or on which he expresses a serious reservation; or
- b) the improper execution of the Service Provider's instructions by agents, employees or independent contractors of the Employer.

14. REMUNERATION AND REIMBURSEMENT OF SERVICE PROVIDER

The Employer shall remunerate and reimburse the Service Provider for the performance of the Services as set out in the Pricing Data. If not otherwise stated in the Pricing Data, the following shall apply:

- 14.1 The Service Provider shall be entitled to render interim monthly accounts for fees and reimbursements throughout the duration of the Contract. Interim amounts of lump sum fees due shall be based on progress.
- 14.2 Amounts due to the Service Provider shall be paid by the Employer within thirty (30) Days of receipt by him of the relevant invoices. If the Service Provider does not receive payment by the due date, he shall be entitled to charge interest on the unpaid amount, which is payable by the Employer, at the prime interest rate charged by his bank and certified by such bank, plus 2% per annum, and calculated from the due date of payment.
- 14.3 If any item or part of an item in an invoice submitted by the Service Provider is disputed by the Employer, the latter shall, before the due date of payment, give notice thereof with reasons to the Service Provider, but shall not delay payment of the balance of the invoice. Clause 14.2 shall apply to disputed amounts which are finally determined to be payable to the Service Provider.
- 14.4 In respect of Services charged for on a time-basis and all other reimbursable expenses the Service Provider shall maintain records in support of such charges and expenses for a period of twenty four months after the completion or termination of the Contract. Within this period the Employer may, on not less than 14 Days notice, require that a reputable and independent firm

of accountants, nominated by him at his expense, audit any claims made by the Service Provider for time charges and expenses by attending during normal working hours at the office where the records are maintained.

15 AMOUNTS DUE TO THE EMPLOYER

Amounts due to the Employer shall be paid by the Service Provider within thirty (30) Days of receipt by him of the relevant invoices. If the Employer does not receive payment by the due date, he shall be entitled to charge interest on the unpaid amount, which is payable by the Service Provider, at the rate stated in the Contract Data, calculated from the due date for payment.

PART C2: PRICING DATA

C2.1 – PRICING

INSTRUCTION

PART C2: PRICING DATA

C2.1 – PRICING INSTRUCTION

C2.1 Pricing Instructions

1. The Assessment of the Fire Protection services of three (3) identified buildings and the findings report with proposal as per the scope of works are to be done on an hourly fee rate and would be treated as lump sum quoted amount. The hourly fee rate submitted in the pricing proposal must be an all-inclusive fee for the nominated personnel, including allowances for overhead costs and charges incurred by the service provider as part of normal business operations, including the cost of management, as well as payments to administrative, clerical and secretarial staff used to support professional and technical staff in general and not on a specific project only.
2. The implementation of the corrective measure works will be based on the gazette percentage based fees (Stage 4 to 6). The fees should be based on the ECSA Fee scale Gazetted on 26 March 2021, The Deliverables would be as per the applicable ECSA guidelines.
3. Disbursements based on the latest Reimbursable Rates of the National Department of Public Works and Infrastructure. Disbursements in respect of all travelling and related expenses (including all travelling costs, time charges and subsistence allowances related thereto) will not be paid for. The site must be visited as often as the works require for the execution of all duties on the Project. The Service Provider must be available at 24 hours' notice to visit the site if so required.
4. Prices must be in South African Rand Value and must show the price before VAT, VAT at 15% and the price inclusive of VAT.

PART C2: PRICING DATA

C2.2 – PRICE PROPOSAL

C2.2 – PRICE PROPOSAL

Item	DELIVERABLE	Hours	Hourly Rate	AMOUNT
1	Compliance to the contract / SLA Contract	N/A	N/A	R
2	Fire Engineering & Protection Assessment for maintenance with accurate Cost Estimate Building 1			R
3	Fire Engineering & Protection Assessment for maintenance with accurate Cost Estimate Building 2			R
4	Fire Engineering & Protection Assessment for maintenance with accurate Cost Estimate Building 3			R
				R
				R
				R
				R
5	VAT (15%)			
6	TOTAL			R

Note:

The rest of the maintenance scope (ECSA stage 4 to 6) will be based on the actual project value once the project commences, as a percentage based fee as per the applicable ECSA Guideline, ECSA Fee scale Gazetted on 26 March 2021.

PART C3: SCOPE OF WORKS

C 3.1: SCOPE OF WORKS

FREE STATE PROVINCIAL GOVERNMENT DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE

TENDER NO: DPWFS (T) 001/2022

DESCRIPTION: APPOINTMENT OF A SUITABLY QUALIFIED FIRE ENGINEERING CONSULTANCY SERVICE ON EXISTING BUILDINGS FREE STATE BUILDINGS ON BEHALF OF THE FREE STATE DEPARTMENT PUBLIC WORKS AND INFRASTRUCTURE.

C3 Scope of Work

3.1 EMPLOYERS OBEJECTIVES

The Department is the custodian of a number of buildings in the Free State. The Department has is in process of improving their maintenance strategy towards the buildings the Department are responsible for.

One of those strategies is to have the Fire Protection services properly reviewed and properly maintained. To achieve this target, the assistance of Fire Engineer is required to evaluations, reports and recommendations to the Department.

3.2 PURPOSE OF THE TENDER

The purpose of the tender is to appoint a suitable Service Consultant to render Fire Consultancy services to the Department. The Department requires Fire Engineering service to evaluating and maintaining the Fire Protection services in Government building of which the Department are the custodians of.

3.3 SCOPE AND DEFINITION OF WORK

3.3.1 SCOPE OF WORK

The successfully appointed Service Consultant shall:

- a. Provide Fire Engineering Consultancy service to the Department;
- b. Conduct Assessment of the existing Fire Protection services of three identified buildings of the Department;
- c. Develop a report on the findings of the assessment and advice the Department on the proposed corrective measures to be taken with a fairly accurate Cost Estimate included;
- d. Develop documentation to assist the Department to implement corrective measures on fire protection services;
- e. Conduct programme and quality project management activities for this assignment during the corrective action process;
- f. Support the overall risk management of the projects assignment during the corrective action process;
- g. Develop close out reports and "As-built" documentation with drawings.

3.3.2 DEFINITION OF WORK

- a. Provide Fire Engineering Consultancy service: Provide professional and ethical services to the Department in line with the code of conduct of the Engineering Council of South Africa.
- b. Conduct assessment of fire protection services on three (3) identified buildings in the province, refer to Project Location for

more information.

- c. Develop a report on the findings of the assessment and advise the Department on the proposed corrective actions to be taken: The assessment and the report with proposals is a critical aspect of this project. The timing for the submission of the assessment and the findings report with proposals would will be three to four (3 to 4) weeks after successful appoint.
- d. The findings report should be based on the three buildings indicated previously. The report should provide factual finding with evidence and measurements where possible. The report should also provide the Department with value for money solutions with reasonable accurate cost estimates for the proposals for the proposed corrective actions. The consultant may be invited to give presentation as and when required.
- e. Develop documentation to assist the Department to implement corrective actions on fire protection services: Based on the discretion of the Accounting Officer (HoD) of the Department, a go-ahead may be given to plan of the implementation of the corrective measures. Consultant would be required to prepare and maintain project documentation as and when requested by the Department project manager.
- f. Conduct programme and quality project management activities for this assignment during the corrective action process: The consultant would be required to develop a detailed project plan and review, validate and manage the implementation of the project plan for implementation; The consultant would need to ensure that the Departments needs are met and protected at all times and implantation of corrective measure are implemented in the most cost effective way. The consultant to ensure that top quality project is delivered in favor of the mandate of the Department and that value for money is always obtained.
- g. Support the overall risk management of the projects assignment during the corrective action process:
Consultant will have to develop a risk management plan,
Consultant will have conduct risk identification and mitigation for the project deliverables,
- h. Develop close out report and with "As-built" documentation:
The close out report for the consultant will have to provide the Department with reasonably accurate "As-Built" documentation.

3.3.3 Project Location

The current identified buildings in the province are;

a. Details of Building 1:

- i. Building 1 is an existing building with 28 levels, with an approximate total floor area of 38900m². The existing Fire Protection of the building consists of Fire Hydrants, Fire House reels and Fire Extinguishers and Fire Sprinkler system throughout the building. Fire Water of the building is supplied via three (3) pump rooms, one (1) of the pump rooms has Electric Pumps and a Diesel engine pump, the buildings has eleven (11) Fire Sprinkler Valves (ICV's).

b. Details of Building 2:

- i. Building 2 is an existing building with 15 levels, with an approximate total floor area of 28500m². The existing Fire Protection of the building consists of Fire Hydrants, Fire House Reels, Fire Extinguishers and Fire Sprinkler system in the basement of the building only. The building has a pump room, with electric pump and jockey pump. The buildings have one Fire Sprinkler Valve (ICV).

c. Details of Building 3:

- i. Building 3 is an existing building with 2 levels, with an approximate total floor area of 1700m². The existing Fire Protection of the building consists of Fire Hydrants, Fire House Reels, Fire Extinguishers and a sprinkler system in the main part of the building only. The building has a jockey pump and one (1) Fire Sprinkler Valve (ICV).

3.4 DELIVERABLES

- 3.4.1 The Findings report with proposals for corrective actions for current state of Fire Protection services.
- 3.4.2 The Findings report should include reasonably accurate cost estimate.
- 3.4.3 The development of documentation (Bill of Quantities, Specifications and Drawings) to assist the Department to implement corrective actions on fire protection services.
- 3.4.4 The development of a project programme and quality project management activities for the project.
- 3.4.5 Support the department with the overall risk management of the projects assignment during the corrective action process.
- 3.4.6 The development close-out report and with as-built documentation.

3.5 QUALIFICATIONS, EXPERIENCE, SKILLS AND KNOWLEDGE

3.5.1 QUALIFICATIONS

- a. The consultant will have to be suitably qualified Fire Engineer Professionally Register with the Engineering Council of South Africa (ECSA),
- b. ASIB Fire Sprinkler certification would be beneficial.

3.5.2 EXPERIENCE

- a. Should have at least five (5) years' or more experience in general Fire Protection environment;
- b. Should have at least five (5) years' experience in fire Sprinkler design and maintenance environment;
- c. Must have experience in report writing;
- d. Must have experience in system testing and/or system testing facilitations;
- e. Must have experience in user training;
- f. Should have proven experience of bringing projects with at least three (3) stakeholders to successful completion. A short description of projects(s) undertaken covering contactable client, scope, duration and number of stakeholders should be provided on the Resource Information Sheet.

3.5.3 SKILLS

- a. The consultant will be required to have the necessary skills to successfully delivery the deliverables for the project;
- b. The consultant to have good interpersonal skills and good communications skills.

3.5.4 KNOWLEDGE

- a. The consultant to have the necessary knowledge to deliver the project deliverables well within the agreed due time.
- b. The bidder must provide a short description of the envisaged project plan and project methodology, processes and procedures that the bidder will deploy to ensure that each deliverable of this assignment is achieved at the desired level of quality on time.

3.6 PRICING

- 3.6.1** The Assessment of the Fire Protection services of three (3) identified buildings and the findings report with proposal as per the scope of works are to be done on an hourly fee rate.
- 3.6.2** The hourly fee rate submitted in the pricing proposal must be an all-inclusive fee for the nominated personnel, including allowances for overhead costs and charges incurred by the service provider as part of normal business operations, including the cost of management, as well as payments to administrative, clerical and secretarial staff used to support professional and technical staff in general and not on a specific project only.
- 3.6.3** The implementation of the corrective measure works will be based on the gazette percentage based fees.
- 3.6.4** The fees should be based on the ECSA Fee scale Gazetted on 26 March 2021, disbursements based on the latest Reimbursable Rates of the Department of Public Works
- 3.6.5** Prices must be in South African Rand Value and must show the price before VAT, VAT at 15% and the price inclusive of VAT.

3.7 ENQUIRIES & RESPONSES

All Enquiries regarding this proposal should be submitted in writing to mcphersont@fsworks.gov.za.
All documentation submitted in response to this bid must be in English.

3.8 VERIFICATION OF DOCUMENTS

Respondents should check the numbers of the pages to satisfy themselves that none are missing or duplicated. No liability will be accepted by the Department in regard to anything arising from the fact that pages are missing or duplicated.

3.9 COMPULSORY CLARIFICATION MEETING

A compulsory clarification meeting, will take place at Cnr. St' Andrew and Markgraaff Street (Main entrance - OUTSIDE), O.R Tambo House, Bloemfontein on Wednesday, 26 October 2022 starting at 10h00am.

Failure to attend this clarification meeting and the failure to sign swearing of secrecy security document will lead to disqualification.

3.10 SUBMISSION OF PROPOSAL

Proposals should be submitted at OR Tambo Building (in the tender box) at the address mentioned below. It is the responsibility of the prospective supplier to ensure that the proposal is deposited in the tender box before 11h00 on 04 November 2022.

O R Tambo House
Cnr Markgraaff and St Andrews Bloemfontein

If a courier service company is being used for delivery of the proposal document, the bid description must be endorsed on the delivery note/courier packaging to ensure that documents are delivered to the tender box, as mentioned above.

3.11 GENERAL BID TERMS AND CONDITIONS

- 3.11.1 Where a proposal is not received by the Department in the tender box by the closing date and time, it will be regarded as a late proposal and thus it will not be considered.
- 3.11.2 The Respondent shall not assume that information and/or documents supplied to the Department, at any time prior to this request, are still available to the Department, and shall consequently not make any reference to such information document in its response to this request.
- 3.11.3 The Respondent is responsible for all costs incurred in the preparation and submission of the proposal.
- 3.11.4 A copy/ies of any affiliations, memberships and/or accreditations that support your submission must be included in the proposal.
- 3.11.5 Kindly note that the Department is entitled to :
 - a. Amend any bid conditions, validity period, specifications, or extend the closing date and/or time of these bid before the closing date. All Respondents to whom the bid documents have been issued, will be advised through the appropriate media platform, e.g. eTender portal or through email those service providers who shall attended the compulsory briefing session, of any such amendments in good time;
 - b. Verify any information contained in a proposal;
 - c. Not to appoint any bidder;
 - d. Vary, alter, and/ or amend the terms of this bid, at any time prior to the finalisation of its adjudication hereof.
- 3.11.6 An omission to disclose material information, a factual inaccuracy, and/ or a misrepresentation of fact may result in the disqualification of a proposal, or cancellation of any subsequent contract.
- 3.11.7 The Department also reserves the right to award this bid to:-
 - a. An organisation that has strong B-BBEE credentials in terms of current BBBEE legislation
 - b. An organisation that is a joint venture with a black empowered company.
 - c. B-BBEE status will be considered as part of the evaluation criteria when evaluating the proposals.
- 3.11.8 The Department also reserves the right to award this bid as a whole or in part without furnishing reasons.
- 3.11.9 The Department also reserves the right to cancel or withdraw from this bid as a whole or in part without furnishing reasons and without attracting any liability.
- 3.11.10 The Respondent hereby offers to render all of the services described in the attached documents (if any) to the Department on the terms and conditions and in accordance with the specifications stipulated in this bid documents (and which shall be taken as part of, and incorporated into, this proposal at the prices inserted therein).
- 3.11.11 This proposal and its acceptance shall be subject to the terms and conditions contained in this bid document.
- 3.11.12 Proposals submitted by companies must be signed by a person or persons duly authorised thereto by a resolution of a Board of Directors.
- 3.11.13 The Respondent shall prepare for a possible presentation should the Department require such and the Respondent shall be notified thereof no later than 4 (four) days before the actual presentation date.

3.12 CONTRACTING DATA

- 3.12.1 The successful firm or consortia will enter into a Service Level Agreement.
- 3.12.2 The successful firm or bidder will perform all the work as per individual Built Environment Acts, codes and standard.
- 3.12.3 Standard Professional Services.
- 3.12.4 The conditions applicable to this Contract are the Standard Professional Services Contract (July 2009 edition) published by the Construction Industry Development Board (CIDB).

<http://www.cidb.org.za/procurement/Pages/Construction-Contracts.aspx>

3.13 SERVICE LEVEL AGREEMENT

A Service Level agreement will be entered into with the successful bidder. Skills transfer Plan will be part of the Service Level Agreement

3.14 LEGISLATION AND STANDARDS

3.14.1 It is the expectation of the Department that the bidder is familiar with all legislations and standards applicable to this Bid, including the following:

- a. Cost Control measures for the projects /construction projects,
- b. The National Treasury's Standard on Infrastructure Procurement and Delivery Management System (SIPDM),
- c. Public Finance Management Act, act no 1 of 1999 as update on 30 April 2015,
- d. Preferential Procurement Regulations of 2017,
- e. The CIDB Act, act no 38 of 2000,
- f. National Treasury Designated Sectors Instruction note number 15 of 2016 – 2017 for steel products and components for construction, and
- g. All the relevant Legislations, Treasury Regulations, Circulars, and Instruction Notes.

3.15 RETURNABLE DOCUMENTS

3.15.1 The following documents must be included in the proposal:

- a. A Company Profile
- b. Curriculum Vitae clearly showing all the relevant qualifications and applicable certificates of key personnel which will be allocated to this project/s.
- c. Completed and signed Annexure A, B, C and D as per the provisions of Standard for Infrastructure Procurement and Delivery Management.
- d. The above is in addition to specific information requested in the bid document regarding skills, areas of competence, technical expertise, etc.

3. 16 CONCLUSION

Failure to comply with any of the terms and conditions as set out above will invalidate the Proposal.
The Department's decision on proposals received shall be final and binding

PART C3.2: SCOPE OF WORKS

C 3.2: Drawings

PART C4 SITE INFORMATION

C4: Site Information

**FREE STATE PROVINCIAL GOVERNMENT DEPARTMENT OF
PUBLIC WORKS AND INFRASTRUCTURE**

TENDER NO: DPWFS (T) 001/2022

DESCRIPTION: APPOINTMENT OF A SUITABLY QUALIFIED FIRE ENGINEERING CONSULTANCY SERVICE FOR EXISTING FREE STATE BUILDINGS.

C4: Site Information

The current identified buildings in the province are;

3.3.3.1 Details of Building 1:

Building 1 is an existing building with 28 levels, with an approximate total floor area of 38900m². The existing Fire Protection of the building consists of Fire Hydrants, Fire House reels and Fire Extinguishers and Fire Sprinkler system throughout the building. Fire Water of the building is supplied via three (3) pump rooms, one (1) of the pump rooms has Electric Pumps and a Diesel engine pump, the buildings has eleven (11) Fire Sprinkler Valves (ICV's).

3.3.3.2 Details of Building 2:

Building 2 is an existing building with 15 levels, with an approximate total floor area of 28500m². The existing Fire Protection of the building consists of Fire Hydrants, Fire House Reels, Fire Extinguishers and Fire Sprinkler system in the basement of the building only. The building has a pump room, with electric pump and jockey pump. The buildings have one Fire Sprinkler Valve (ICV).

3.3.3.3 Details of Building 3:

Building 3 is an existing building with 2 levels, with an approximate total floor area of 1700m². The existing Fire Protection of the building consists of Fire Hydrants, Fire House Reels, Fire Extinguishers and a sprinkler system in the main part of the building only. The building has a jockey pump and one (1) Fire Sprinkler Valve (ICV).

