

**BID DESCRIPTION: PANEL FOR A MULTI-DISCIPLINARY TEAM OF PROFESSIONAL SERVICE PROVIDERS  
FOR THE PERIOD OF 3 YEARS (36 MONTHS).**

**BID NUMBER: TMT- SCMU 2025/26-02**

**PRINCIPAL AGENT'S ECSA REGISTRATION:**

.....

**NAME OF THE BIDDER: .....**

.....

**CLOSING DATE: 16 January 2026 @ 12H00**

## Returnable Documents Checklist

No.	Minimum requirements	Tick	Comment if not attached
1.	Complete original bid document with Black ink		
2.	Tender documents are downloadable from the E-tender		
3.	Valid Tax Clearance Certificate or Tax pin		
4.	CK/Company registration certificate showing percentage of shareholders / membership interest		
5.	Certified ID copies of the Shareholders/Directors appearing in the CK		
6.	Proof of Residence for both company and directors (not older than 03 Months). Municipal statement, valid lease agreements, originally signed tribal letter for Proof To Occupy		
7.	Bidders experience: Attach contactable valid appointment letters		
8.	Key personnel C.V and originally certified qualifications and Competence Certificates where applicable.		
9.	Valid Professional Registration		
10.	Contract period: 36 months		
11.	Compulsory briefing session		
12.	In the case of a Joint Venture, Association or Consortium a formal valid contract agreement is originally signed by both parties.		
13.	Responded as per the scope of work (compliance to specification/ conditions or term of references)		
14.	Bid Validity period 120 days		

.....  
Company Representative (Name)

.....  
Signature

.....  
Date

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## **PART A: Notice and Invitation to Submit Tender**

Bids are hereby invited from interested service providers for the Panel of Professional Service Provider for a period of years (36 months). Bid documents are obtainable at the E-Tender Portal free of charge from the date of advertisement.

Completed bid documents with attachments (supporting documents) must be wrapped in a sealed envelope and be deposited into The Mvula Trust's bid box, 25 Rhodesdrift Street, Rhodesdrift Office Park, ROP6, Bendor Ext 30, marked clearly as Bid No: TMT-SCMU 2025/26-02: Panel of Professional Service Provider for the period of 3 years (36 months).

### **EVALUATION OF BIDS**

**The Evaluation of this bid will be conducted in TWO stages:**

**The first stage will be assessment of Mandatory requirements as follows:**

1. Valid Letter of Good Standing (COIDA).
2. All SBD forms **must be completed and signed** in full.
3. An original Authority of Signatory must be submitted
4. Valid ECSA registration of the Principal Agent
5. Valid Joint Venture Agreement signed off by both parties (In case of a Joint Venture), accompanied by JV bank account (**with all directors being joint signatories**) and Joint Venture CSD registration.
6. **The same bid document with attachments must be submitted in a Clearly marked USB together with the original bid document. (Both the hard copy and electronic documents must be exactly the same).**
7. **Failure to complete and sign all the six (6) participation forms attached herein will lead to tender disqualification. Should any of the participants not be 100% available after award, TMT reserves the right to cancel the contract.**

**Note: Failure to adhere to the above stated mandatory requirements will lead to disqualification.**

**The second stage will be a functionality test** for the following:

1. Key Personnel- 45 points
2. Company Experience- 40 points
3. Locality within Limpopo- 15 points

Bidders must score a minimum of 70 points to be listed in the approved panel of Professional Service Providers for 36 months. Only bidders who meet all the evaluation criteria and functionality will be enlisted on the TMT **Limpopo** Approved Panel of Professional Service Providers.

### **OBJECTIVES AND SELECTION CRITERIA**

#### **1. Objectives**

In support of its mandate as an Implementing Agent on behalf of various governmental clients, TMT intends to utilize the Panel of Professional Service Providers ("PSP") to source professional services in an accelerated manner that is fair, equitable, transparent, competitive and cost effective.

The following is the process for establishing and selecting PSPs:

### Stage 1 – Placement on the Panel of PSP

- ❖ Call for PSPs to express interest to be placed on the TMT panel of PSPs for at least **21 calendar days** advertisement on the Treasury **e-Tender Portal** before the closing date,
- ❖ TMT evaluates received submissions of the Panel of PSP based on functionality,
- ❖ The order of the PSPs listing shall be determined by the number of functionality points scored during the evaluation phase, and where two or more PSP's scored equal points, the order will be determined and/or ranked according to the alphabetical order (**name of company**).
- ❖ Successful bidders will be published on e-tender portal.

### Stage 2 – Selection of PSPs

#### **TMT's selection or contracting strategy:**

- ❖ The selection of PSPs from the database will be through a **rotational or rolling basis**.
- ❖ **Rotational or rolling basis** means sharing opportunities by taking turns where each PSP on the TMT Panel of PSPs serves a turn in submitting a quotation, thereby ensuring that equitable participation is afforded to the first minimum of three PSPs and to the next available minimum panel members of three until the last PSP on the panel is invited to submit a quotation and thereafter the cycle of the group recommences.
- ❖ TMT formulates functionality assessment criteria according to the size, scope, nature and complexity of the project works.
- ❖ TMT will select pricing strategy.
- ❖ TMT will evaluate the submissions based on price and preferential points according to the 80/20 or 90/10 formula.
- ❖ TMT invites a minimum of three (3) PSPs from the Panel of PSP for quotations, based on the placement as indicated above for a minimum period of seven (7) calendar days.
- ❖ Based on the submission, the evaluation on price, due diligence conducted, TMT shall appoint the preferred PSP and conclude the Contract.
- ❖ Where all bidders are already allocated work through this panel, TMT reserves the right to request for quotations from the panel.
- ❖ Where a PSP on this Panel is appointed for a project, and **later terminated**, TMT will go back to request quote from the panel. Poor performing and/or terminated PSPs will be removed from this panel.

### **Evaluation of PSP's, Establishment and Use of the Panel**

- ❖ Successful PSPs will be published on the e-tender portal ([www.etenders.gov.za](http://www.etenders.gov.za)). Bidders that are not listed on the e-tender portal as stipulated above will be deemed to be unsuccessful and will not receive **Regret Letters**.
- ❖ Placement on the TMT Panel of PSP is not a conclusion of a contract, nor does it place an obligation on TMT to procure professional services from any PSP on the database or an obligation on the PSPs to provide professional services.

- ❖ The professional services shall be on an **As and When Required Basis** and upon TMT issuing invites for quotation, appointing the preferred contractor by issuing an appointment letter, have it accepted by the PSP and concluding the contract.
- ❖ It is the responsibility of PSPs to regularly inform TMT of all changes relating to the PSP's contact information, CSD registration, Tax compliance, Professional registrations etc. as and when changes happen.
- ❖ TMT will not be held liable if a listed PSP that does not receive a tender or an invitation for a quotation due to the above changes and incorrect information.
- ❖ Bidders who are listed on National Treasury's Database of Restricted suppliers will not be eligible to be registered in this Panel of PSPs.
- ❖ Bidders who are responding to this advert bind themselves to the terms and condition of this Panel of PSPs.

**The publication date shall 08 December 2025**

No Compulsory Briefing session will be required.

The closing day and time for the receipt of bids is **12h00, Friday, 16 January 2026.**

**Bidders shall take note of the following bid conditions:**

- a) The Mvula Trust's Supply Chain Management Policy will apply to this bid
- b) Specific goals in terms of the preferential procurement regulations 2022 will apply to this bid.
- c) The Mvula Trust does not bind itself to accept the lowest bid.
- d) The applicable contract period is 36 Months (this includes all statutory holidays and construction builder' holidays).
- e) TMT reserves the right to negotiate further conditions with the successful bidder.
- f) TMT reserves the right not to appoint.
- g) No bidder will be appointed if not registered on Central Supplier Database (CSD). Bidders not registered on the closing date will be disqualified.
- h) Late, incomplete, unsigned, uninitialed, faxed or emailed bids will not be accepted.

#### **Enquiries:**

All SCM enquiries regarding this tender must be forwarded to: Email [ndumiso@themvulatrust.org.za](mailto:ndumiso@themvulatrust.org.za); with the applicable Bid No. as the subject.

All technical enquiries regarding this tender must be forwarded to: Email [ntsako@themvulatrust.org.za](mailto:ntsako@themvulatrust.org.za); [alfeo@themvulatrust.org.za](mailto:alfeo@themvulatrust.org.za) with the applicable Bid No. as the subject.

**NB:** Tenderers should request clarification of the tender documents, if necessary, by notifying the Employer's Representative indicated in the Tender Notice and Invitation to Tender in writing at least **five working days** before the closing time stated in the tender data.

**SBD1**

**PART B**  
**INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MVULA TRUST</b>					
BID NUMBER:	TMT- 2025/26-02	SCMU	CLOSING DATE:	16 January 2026	CLOSING TIME: 12:00pm
DESCRIPTION	PANEL OF PSP FOR THE PERIOD OF 3 YEARS (36 MONTHS)				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
25 Rhodesdrift Street, Rhodesdrift Office Park, ROP 6					
Polokwane					
Limpopo Province					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON			CONTACT PERSON		
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS			E-MAIL ADDRESS		
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
<b>C3.1.1.1</b> ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		<b>C3.1.1.2</b> ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES	<input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES	<input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT <b>ESTABLISHMENT IN THE RSA</b>				<input type="checkbox"/> YES	<input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES	<input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES	<input type="checkbox"/> NO
<b>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.</b>					

SBD1

**PART B**  
**TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-PSP 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: .....



## GENERAL CONDITIONS OF CONTRACT

The Conditions of Contract are clauses 3 to 15 of the **STANDARD PROFESSIONAL SERVICES CONTRACT (July 2009) (Third Edition of CIDB document 1014)** as amended with conditions specified by the employer.

## 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 using 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 considered 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 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 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 based on 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, ensure 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 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 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.

3.15.4 The Service provider shall update the programme:

- a) unless otherwise stated in the Contract Data, every month 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 Fees payable will be capped as percentage of estimates of construction works developed at the time that the concept report is finalised. The percentage fee will be based on the estimated cost of construction and will be only adjusted downwards should the actual construction cost be less than the estimated construction cost. Upward adjustment will only be due to:

- Any amount provided for in the contracts for the performance of work or services that are unforeseen and cannot be specified at the time the contract was concluded.
  - Provision for price adjustment for inflation; or
  - Other provisions of a budgetary nature. (Also refer to pricing instruction C2.1.4)

3.16.2 The indices are those contained in Table A of P0141 Consumer Price Index for the CPI for all services published by Statistics South Africa.

## **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 authorized 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 regarding 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 SubPSP 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 SubPSP 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 SubPSP, 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 any relationship which could be perceived as compromising his independence of judgement, or that of SubPSP 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 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 must 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 because 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:

- where the Services are no longer required.
  - where the funding for the Services is no longer available.
  - if the Service provider does not remedy a failure in the performance of his obligations under the Contract within seven (7) Days after having been notified thereof, or within any further period as the Employer may have subsequently approved in writing.
  - if the Service provider becomes insolvent or liquidated; or
  - 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 fourteen (14) 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:
- 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
  - 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
  - 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
  - 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 decide to stop the performance of the Services and minimize 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 regarding 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 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:
- by a charge in favour of the Service provider's bankers of any monies due or to become due under the Contract; or
  - 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 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 SubPSP. 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 SubPSP 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 SubPSP 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 regarding 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 authorized 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 because 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:
- the sum insured in terms of 5.4 in respect of insurable events; and
  - 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:

- 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
- the improper execution of the Service provider's instructions by agents, employees or independent PSP 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 fees due shall be based on progress.

14.2 If the Employer is satisfied that the invoice complies with the above provision, the Employer shall submit the invoice to the Client<sup>1</sup> for consideration and approval. If the Client approves the invoice, the Client shall make payment to the Employer. The Employer shall make payment of the invoice to the Service provider within 30 days of receiving payment from the Client. PSP to note that notwithstanding, any provision in this Contract or at law, the Employer shall not be liable to or make payment to the Service provider until the Employer receives payment from the Client. The Employer shall not be liable for any costs and/or losses incurred, including interest, by the Service provider due to non-payment or delayed payment by the Client.

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 to be defined as the Limpopo Department of Education

## **PART D:**

### **BID SPECIFICATION AND FUNCTIONALITY TEST**

#### **1. SCOPE OF WORKS FOR THE PROFESSIONAL SERVICES PROVIDER**

##### **1.1. DETAILS OF THE SCOPE OF WORKS PROFESSIONAL SERVICES PROVIDER**

**The provision of a Multi-Disciplinary Team of Professional Service Providers for Provision of Professional Construction Project Management Services (Stages 1-6) for the Implementation of Water, Sanitation and Fencing Infrastructures in Public Schools in the Limpopo Province**

##### **1.2. THE SCOPE OF WORKS FOR EACH PANEL**

###### **1.2.1. PROFESSIONAL SERVICE PROVIDERS PANEL**

The scope of work for the Professional service Providers Panel includes, but is not limited to:

- 1.2.1.1. Providing professional services in areas such as Project Management, engineering designs, Occupational Health and safety services, environmental assessments, and other specialized services, tailored to the specific needs of each project.
- 1.2.1.2. Conducting feasibility studies and preparing technical reports to support decision-making, including evaluating alternative solutions and recommending the most suitable options.
- 1.2.1.3. Preparing project designs, plans, and specifications, ensuring they adhere to established standards, codes, and best practices.
- 1.2.1.4. Assisting in the preparation of project budgets and cost estimates, including conducting cost-benefit analyses and value engineering exercises.
- 1.2.1.5. Providing technical supervision and quality control during project implementation, ensuring that works are conducted according to the project specifications and within the agreed timeframes and budgets.
- 1.2.1.6. Conducting post-implementation evaluations and assessments to measure project success and identify lessons learned for future projects.

##### **1.3. TYPICAL PROJECT / CONSTRUCTION MANAGEMENT STAGES**

- 1.3.1. Inception
- 1.3.2. Concept and viability
- 1.3.3. Design development
- 1.3.4. Documentation and Procurement
- 1.3.5. Construction



#### 1.3.6. Close out

### 1.4. TYPICAL CONSTRUCTION SCOPE OF WORKS:

#### Water Scope

- Borehole development (Testing, siting, drilling and equipping)
- Refurbishment or upgrading of existing borehole(s)
- Electrical connection to existing electric source at the school and installation of electrical pumps for pumping head of between 20 to 50 m and rising main from 50m to 200 m radius with associated works.
- Installation of Elevated tanks
- Collection of Rain water to harvesting tanks with stands and reticulation to standpipes
- Construction of concrete v-drains
- Fencing around elevated tanks
- Water reticulation from existing municipal water reticulation networks and/or boreholes
- Water treatment system to be provided where necessary.

#### Sanitation Scope

- Construction of new VIP ablution blocks in accordance with Client's norms and standards
- Construction of new waterborne ablution blocks in accordance with Client's norms and standards
- Demolition of Inappropriate structure
- Construction of Walkways
- Refurbishment of existing ablution blocks

#### Fencing Scope

- Provision of Steel Perimeter Palisade Fence at 1.8m high above natural ground level
- Construction of Guard House and gates (Vehicular and pedestrian gates)
- Refurbishment of existing dilapidated fence
- Painting of fence

**NB: The scope of the services may not be limited to the above. The scope may include other construction works.**

## 2. FUNCTIONALITY TEST

## VALUATION CRITERIA AND WEIGHTINGS

The tender evaluation method to evaluate all eligible and responsive tender offers will be Method 1 & 2 which is Mandatory and Functionality.

<b>1.0 Evaluation Criteria – Core Staff</b>	<b>Maximum number of points</b>	<b>Maximum number of points</b>
Principal Agent (Civil and Structural Engineer) x 1 (Professionally Registered with ECSA in Civil/Structural Engineer/Technologist with more than 5 years of work experience and 3 years or more post professional registration). Evidence is CV, a minimum of NQF 7 on relevant Qualification and professional registration certificate in the field.	15	<b>15</b>
Principal Agent (Civil and Structural Engineer) x 1 (Professionally Registered with ECSA in Civil/Structural Engineer/Technologist with less than 5 years of work experience and less than 3 years post professional registration). Evidence is CV, a minimum of NQF 7 on relevant Qualification and professional registration certificate in the field.	0	
Architect x 1 (Professionally Registered Architect with SACAP with 5 years' work experience and 3 years or more experience post professional registration). Evidence is CV, a minimum of NQF 7 on relevant Qualification and professional registration certificate in the field.	15	<b>15</b>
Architect x 1 (Professionally Registered Architect with SACAP with less than 5 years' work experience and less than 3 years post professional registration). Evidence is CV, a minimum of NQF 7 on relevant Qualification and professional registration certificate in the field.	0	
Quantity Surveyor x 1 (Professionally Registered QS with SACQSP with 5 years' work experience and 3 years or more experience post professional registration). Evidence is CV, a minimum of NQF 7 on relevant Qualification and professional registration certificate in the field.	15	<b>15</b>
Quantity Surveyor x 1 (Professionally Registered QS with SACQSP with less than 5 years' work experience and less than 3 years post professional registration). Evidence is CV, a minimum of NQF 7 on relevant Qualification and professional registration certificate in the field.	0	
Electrician x 1 (Trade Test certificate from a recognised reputable institution with 5 years work experience and 3 years or more experience post Trade Test Certificate). Evidence is CV, a minimum of N6 relevant Qualification and trade test certificate in the field.	5	<b>5</b>
Electrician x 1 (with no Trade Test certificate from recognised institutions). Evidence is CV, a minimum of N6 relevant Qualification and trade test certificate in the field.	0	
Occupational Health and Safety Practitioner x 1 (Professionally Registered OHS Practitioner with SACPCMP). Evidence is CV, a minimum of NQF 5 relevant Qualification and professional registration certificate in the field.	10	

Occupational Health and Safety Practitioner x 1 (Not Professionally Registered OHS Practitioner with SACPCMP). Evidence is CV, a minimum of NQF 5 relevant Qualification and professional registration certificate in the field.	0	10
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Bidders who score a minimum of 70 **points and more (above Threshold) for functionality** will be carried over/ passed on to the next evaluation stage of Price and Preferential Points. Evaluate and score submissions using the following evaluation criteria and weighting.

**Note: for CVs, bidders are requested to provide short CVs with brief description of experience relevant to the tender.**

<b>2.0 Evaluation Criteria - Appointed on built environment projects with appointment value between 1.5 million Rand and above.</b> <b>(The appointment value mentioned above (item 2.0) is for the PSP fees not construction value)</b>	<b>Maximum number of points</b>	<b>Maximum number of points</b>
3 appointment letter(s) issued within the past 10 years to be attached as evidence.	15	<b>15</b>
2 appointment letter(s) issued within the past 10 years to be attached as evidence.	10	
1 appointment letter issued within the past 10 years to be attached as evidence.	5	
0 appointment letter(s) issued within the past 10 years to be attached as evidence.	0	

<b>3.0 Evaluation Criteria – Reference Letters from Previous Employers (The performance evaluation scoring sheets must be for the projects as stated in evaluation criterion 2.0. above). NB: The points shall be based on number of letters and points scored on the performance evaluation scoring sheet.</b>	<b>Maximum number of points</b>	<b>Maximum number of points</b>
3 signed and stamped performance evaluation scoring sheets between (85-100) <b>Refer to PSP performance evaluation scoring sheet attached</b>	15	<b>15</b>
2 signed and stamped performance evaluation scoring sheets between (70-100) <b>Refer to PSP performance evaluation scoring sheet attached</b>	10	
1 signed and stamped performance evaluation scoring sheet between (61-100) <b>Refer to PSP performance evaluation scoring sheet attached</b>	5	
Signed and stamped performance evaluation scoring sheets between (0-60) and non-submission <b>Refer to PSP performance evaluation scoring sheet attached</b>	0	

<b>4.0 Locality Evaluation Criteria – If the bidder is not a lessee, proof of address should be as per the address on CSD report and SBD1.</b>	<b>Maximum number of points</b>	<b>Maximum number of points</b>
<p>The bidder/s who have an operation site / office in Limpopo Province are encouraged to participate: Please attach one or more of the below listed documents and the document(s) should be valid at the time of submission:</p> <ul style="list-style-type: none"> <li>• Letter from a Traditional Authority (Permission to Occupy) or Municipal Statement which must not be older than three (3) months; or</li> <li>• A valid Lease Agreement signed by both the Lessor and Lessee</li> </ul>		
Limpopo Province	10	<b>10</b>
Outside Limpopo Province	0	
<b>Total</b>		<b>100</b>
<p>The bidder that fails to <b><u>score 70 Points</u></b> in respect to functionality will be deemed non-responsive and will not be subject further to Price and specific goals.</p> <p>Bidders must score a minimum of 70 points to be listed in the approved panel of Professional Service Provider for 36 months. Only bidders who meet all the evaluation criteria and functionality will be enlisted on the TMT <b>Limpopo</b> Approved Panel of Professional Service Provider.</p>		

**3. Participation forms**

**Form D1-1 – Participation Confirmation letter (Principal Agent, Civil and/or Structural Engineer/ Technologist)**

Bid No: **TMT- SCMU 2025/26-02**– Letter of confirmation to participate in the above proposal and inclusion as part of the proposed team:

I.....with ID No: .....hereby confirm that I have duly given permission for my CV to be included as part of this tender submission and I'm available to participate on the projects on a capacity as .....with Professional registration number ..... and will be available to service the programme, my time available in percentage is **100%**.

Should I not be able to carry out my duties during appointment I will personally advise The Mvula Trust and withdraw my participation in writing with reasons why I am withdrawing.

I further confirm that I have the necessary technical, contractual and administrative competencies to undertake the scope of service. Should it be found that I made this submission in false and misleading pretence. The Mvula Trust will act against me on my professional capacity and further report me with any relevant professional or investigative bodies for misconduct and/or fraudulent act.

.....  
Signature of participant

.....  
Date

**Form D1-2 – Participation Confirmation letter (Quantity Surveyor)**

Bid No: **TMT- SCMU 2025/26-02**– Letter of confirmation to participate in the above proposal and inclusion as part of the proposed team

I.....with ID No: .....hereby confirm that I have duly given permission for my CV to be included as part of this tender submission and I'm available to participate on the projects on a capacity as .....with Professional registration number ..... and will be available to service the programme, my time available in percentage is **100%**.

Should I not be able to carry out my duties during appointment I will personally advise The Mvula Trust and withdraw my participation in writing with reasons why I am withdrawing.

I further confirm that I have the necessary technical, contractual and administrative competencies to undertake the scope of service. Should it be found that I made this submission in false and misleading pretence. The Mvula Trust will act against me on my professional capacity and further report me with any relevant professional or investigative bodies for misconduct and/or fraudulent act.

.....  
Signature of participant

.....  
Date

**Form D1-3 – Participation Confirmation letter (Architect)**

Bid No: **TMT- SCMU 2025/26-02**– Letter of confirmation to participate in the above proposal and inclusion as part of the proposed team

I.....with ID No: .....hereby confirm that I have duly given permission for my CV to be included as part of this tender submission and I'm available to participate on the projects on a capacity as .....with Professional registration number ..... and will be available to service the programme, my time available in percentage is **100%**.

Should I not be able to carry out my duties during appointment I will personally advise The Mvula Trust and withdraw my participation in writing with reasons why I am withdrawing.

I further confirm that I have the necessary technical, contractual and administrative competencies to undertake the scope of service. Should it be found that I made this submission in false and misleading pretence. The Mvula Trust will act against me on my professional capacity and further report me with any relevant professional or investigative bodies for misconduct and/or fraudulent act.

.....  
Signature of participant

.....  
Date

**Form D1-4 – Participation Confirmation letter (Electrician)**

Bid No: **TMT- SCMU 2025/26-02**– Letter of confirmation to participate in the above proposal and inclusion as part of the proposed team

I.....with ID No: .....hereby confirm that I have duly given permission for my CV to be included as part of this tender submission and I'm available to participate on the projects on a capacity as .....with Professional registration number ..... and will be available to service the programme, my time available in percentage is **100%**.

Should I not be able to carry out my duties during appointment I will personally advise The Mvula Trust and withdraw my participation in writing with reasons why I am withdrawing.

I further confirm that I have the necessary technical, contractual and administrative competencies to undertake the scope of service. Should it be found that I made this submission in false and misleading pretence. The Mvula Trust will act against me on my professional capacity and further report me with my relevant professional or investigative bodies for misconduct and/or fraudulent act.

.....  
Signature of participant

.....  
Date



**Form D1-5 – Participation Confirmation letter (OHS Agent)**

Proposal No: **TMT- SCMU 2025/26-02**– Letter of confirmation to participate in the above proposal and inclusion as part of the proposed team

I.....with ID No: .....hereby confirm that I have duly given permission for my CV to be included as part of this tender submission and I'm available to participate on the projects on a capacity as .....with Professional registration number ..... and will be available to service the programme, my time available in percentage is **100%**.

Should I not be able to carry out my duties during appointment I will personally advise The Mvula Trust and withdraw my participation in writing with reasons why I am withdrawing.

I further confirm that I have the necessary technical, contractual and administrative competencies to undertake the scope of service. Should it be found that I made this submission in false and misleading pretence. The Mvula Trust will act against me on my professional capacity and further report me with my relevant professional or investigative bodies for misconduct and/or fraudulent act.

.....  
Signature of participant

.....  
Date

**Form D1-6 – Participation Confirmation letter (Project Admin)**

Bid No: **TMT- SCMU 2025/26-02**– Letter of confirmation to participate in the above proposal and inclusion as part of the proposed team

I.....with ID No: .....hereby confirm that I have duly given permission for my CV to be included as part of this tender submission and I'm available to participate on the projects on a capacity as .....with Professional registration number ..... and will be available to service the programme, my time available in percentage is **100%**.

Should I not be able to carry out my duties during appointment I will personally advise The Mvula Trust and withdraw my participation in writing with reasons why I am withdrawing.

I further confirm that I have the necessary technical, contractual and administrative competencies to undertake the scope of service. Should it be found that I made this submission in false and misleading pretence. The Mvula Trust will act against me on my professional capacity and further report me with any relevant professional or investigative bodies for misconduct and/or fraudulent act.

.....  
Signature of participant

.....  
Date

**NB: Failure to complete and sign all the six (6) participation forms will lead to tender disqualification. Should any of the participant not be 100% available after award, TMT reserves the right to cancel the contract.**

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

Signed		Date	
Name		Position	
Service provider			

# ANNEXURE G - PSP PERFORMANCE EVALUATION FORM – SCORING GUIDELINES

PERFORMANCE SCORE	LEVEL OF PERFORMANCE				
	Score = 1	Score = 2	Score = 3	Score = 4	Score = 5
	PSP was a drag; Does not execute as planned or as agreed; Does not have an appreciation of the objectives of this Stage; Literally guided by the Project Management Team at all times; Quality of work rejected more than once; All the deliverables submitted 50% or more behind scheduled time	PSP needed to be “hand-held”; Displayed some degree of professionalism; Does not have full appreciation of the objectives of this Stage; Guided by the Project management Team 80% of the time; Quality of work rejected once; All the deliverables submitted 40% or more behind scheduled time	PSP has done the basic bare minimum; Not pro-active; Displayed reasonable degree of professionalism; No additional suggestions on how to improve the total deliverables; Deliverables returned at least once to be revised; All deliverables submitted not more than 30% behind scheduled time.	PSP has most (80%) of the time been pro-active; Displayed satisfactory professionalism, diligent, insightful, useful suggestions but lack full implementation of best approaches to minimise time, costs, and improve quality of the deliverables. Deliverables accepted first time meeting quality expectations: All deliverables submitted not more than 20% behind scheduled time.	PSP has at all times been pro-active; displayed astute professionalism, diligent, insightful, useful suggestions and implementation of best approaches to minimise time. Costs and improve quality of the deliverables; All deliverables accepted first time and not more than 10% behind scheduled time

**ANNEXURE G - PSP PERFORMANCE EVALUATION FORM – Project 1**

The form below to be completed by Employer's Project Manager

Name of Employer .....

Name of Project.....

Contract Amount .....

Duration of project .....

No.	Performance Area	LEVEL OF PERFORMANCE				
		Score = 1	Score = 2	Score = 3	Score = 4	Score = 5
1.	Collection and keeping records of contractual documents on time					
2.	Issuing Payment certificates fairly based on work done and on time					
3.	Processing of Variation orders on time					
4.	Assisting emerging PSP to complete projects					
5.	Manage projects to complete on time					
6.	Approval of works in terms of quality and specification					
7.	Attendance of project meetings by professionally registered person					
8.	Progress report and contractor's reports					
9.	Monitor and ensure OHS Compliance on site					
10.	Issuing Notices of defaults to contactors timeously					
11.	Application and deduction of penalties progressively					
12.	Updating EFMS/NEIMS/IRM and uploading documents timeously					
13.	Issuing of Practical Completion certificates timeously					
14.	SNAG List (works completion list) timeously					
15.	Issue WC certificates timeously					
16.	Defects list timeously from WC					
17.	Issue Final Completion certificates					
18.	Issue Final Accounts timeously after issuing of final completion certificate					
19.	Issue As built drawings timeously					
20.	Issue Close out report timeously after final account approval					
	Total Score					
	Overall score					

I, the undersigned below hereby confirm that the scoring undertaken by myself is a true reflection of the service provider on the above-mentioned project.

Other comments by employer representative

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

.....  
**Name of Employer representative**

.....  
**Signature**

**Contact number** .....

**E-mail address** .....

.....  
**Stamp of Employer**

# ANNEXURE G - PSP PERFORMANCE EVALUATION FORM – Project 2

The form below to be completed by Employer's Project Manager

Name of Employer .....

Name of Project.....

Contract Amount .....

Duration of project .....

No.	Performance Area	LEVEL OF PERFORMANCE				
		Score = 1	Score = 2	Score = 3	Score = 4	Score = 5
1.	Collection and keeping records of contractual documents on time					
2.	Issuing Payment certificates fairly based on work done and on time					
3.	Processing of Variation orders on time					
4.	Assisting emerging PSP to complete projects					
5.	Manage projects to complete on time					
6.	Approval of works in terms of quality and specification					
7.	Attendance of project meetings by professionally registered person					
8.	Progress report and contractor's reports					
9.	Monitor and ensure OHS Compliance on site					
10.	Issuing Notices of defaults to contractors timeously					
11.	Application and deduction of penalties progressively					
12.	Updating EFMS/NEIMS/IRM and uploading documents timeously					
13.	Issuing of Practical Completion certificates timeously					
14.	SNAG List (works completion list) timeously					
15.	Issue WC certificates timeously					
16.	Defects list timeously from WC					
17.	Issue Final Completion certificates					
18.	Issue Final Accounts timeously after issuing of final completion certificate					
19.	Issue As built drawings timeously					
20.	Issue Close out report timeously after final account approval					
	Total Score					
	Overall score					

I, the undersigned below hereby confirm that the scoring undertaken by myself is a true reflection of the service provider on the above-mentioned project.

Other comments by employer representative

.....

.....

.....

.....

.....  
**Name of Employer representative**

.....  
**Signature**

**Contact number** .....

**E-mail address** .....

.....  
**Stamp of Employer**

**ANNEXURE G - PSP PERFORMANCE EVALUATION FORM – Project 3**

The form below to be completed by Employer's Project Manager

Name of Employer .....

Name of Project.....

Contract Amount .....

Duration of project .....

No.	Performance Area	LEVEL OF PERFORMANCE				
		Score = 1	Score = 2	Score = 3	Score = 4	Score = 5
1.	Collection and keeping records of contractual documents on time					
2.	Issuing Payment certificates fairly based on work done and on time					
3.	Processing of Variation orders on time					
4.	Assisting emerging PSP to complete projects					
5.	Manage projects to complete on time					
6.	Approval of works in terms of quality and specification					
7.	Attendance of project meetings by professionally registered person					
8.	Progress report and contractor's reports					
9.	Monitor and ensure OHS Compliance on site					
10.	Issuing Notices of defaults to contractors timeously					
11.	Application and deduction of penalties progressively					
12.	Updating EFMS/NEIMS/IRM and uploading documents timeously					
13.	Issuing of Practical Completion certificates timeously					
14.	SNAG List (works completion list) timeously					
15.	Issue WC certificates timeously					
16.	Defects list timeously from WC					
17.	Issue Final Completion certificates					
18.	Issue Final Accounts timeously after issuing of final completion certificate					
19.	Issue As built drawings timeously					
20.	Issue Close out report timeously after final account approval					
	Total Score					
	Overall score					

I, the undersigned below hereby confirm that the scoring undertaken by myself is a true reflection of the service provider on the above-mentioned project.



Other comments by employer representative

.....

.....

.....

.....

.....  
**Name of Employer representative**

.....  
**Signature**

**Contact number** .....

**E-mail address** .....

.....  
**Stamp of Employer**

## PART E

### SBD 4

#### BIDDER'S DISCLOSURE

##### 1. PURPOSE OF THE FORM

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

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

##### 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise, employed by TMT and/or the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, TMT and/or 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:

.....  
.....

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 they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....  
.....

### 3 DECLARATION

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

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

---

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

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 2022

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

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

### 1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
  - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 The applicable preference point system for this tender is the 80/20 preference point system.
- a) 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.
- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price; and
- (b) Specific Goals.
- 1.4 The maximum points for this tender are allocated as follows:

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

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

### 2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price Tenders, competitive tendering process or any other method envisaged in legislation.

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

## 2. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10
$Ps = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$	or	$Ps = 90 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

PMing = Price of lowest acceptable tender

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

80/20	or	90/10
$Ps = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)$	or	$Ps = 90 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)$

Where:

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

## 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the bidder will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states

that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

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

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

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

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

***Note to bidders: The bidder must indicate how they claim points for each preference point system as per CSD Report.)***

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the bidder as per CSD Report)
Black People	3	
Youth	5	
Women	5	
Person with Disability	3	
Small, Medium and Micro Enterprises (SMMEs)	2	
Enterprises located in rural or underdeveloped areas	2	

**Note: Points for Black People / Youth / Women and Person with disability will be allocated proportionally as per ownership percentage on the CSD report if claimed.**

#### **DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the

company/ firm for the preference(s) shown and I acknowledge that:

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

Stamp

.....  
**SIGNATURE(S) OF BIDDER(S)**

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

**DATE:** .....

**ADDRESS:** .....

.....

.....