



ROADS AGENCY
LIMPOPO
TOGETHER FOR BETTER ROADS

REGISTRATION NO. (2001/025832/30)

CONTRACT NO: RAL/C1055A/2024

FOR

A PANEL OF PROFESSIONAL SERVICE PROVIDERS IN CIVIL ENGINEERING FOR A PERIOD OF THREE (03) YEARS IN THE LIMPOPO PROVINCE

PROCUREMENT DOCUMENT: BOOK 1 OF 1

FEBRUARY 2024

NAME OF TENDERER:

TENDER PRICE:

CSD NO:

ISSUED BY:

The Chief Executive Officer
Roads Agency Limpopo SOC Ltd
Private Bag X9554
Polokwane
0700

Tel: (015) 284 4600

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THE TENDER

PART T1 : TENDERING PROCEDURES

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PART T1: TENDERING PROCEDURES

T1.1 TENDER NOTICE AND INVITATION TO TENDER

Service providers are hereby invited from experienced Consulting Engineering Companies for **TENDER No. RAL/C1055A/2024 FOR A PANEL OF PROFESSIONAL SERVICE PROVIDERS IN CIVIL ENGINEERING FOR A PERIOD OF THREE (03) YEARS IN THE LIMPOPO PROVINCE**

The employer is the **Roads Agency Limpopo SOC Ltd.**

Tender documents can be downloaded from the following: - RAL website: www.ral.co.za and www.etenders.gov.za.

Queries related to the issues of these documents may be addressed to Mr K Nkoana, Tel No: 064 880 9914, e-mail: nkoanak@ral.co.za or Mr M R Dinala, Tel No. (015) 284 4600, email dinalamr@ral.co.za.

There is **No** compulsory clarification briefing session.

The closing time for receipt of tender is **11:00 hrs on Tuesday, 12 March 2024**. Telegraphic, telephonic, telex, facsimile and late tenders will not be accepted.

Tenders, completed as prescribed, shall be sealed in an envelope marked "**TENDER No. RAL/C1055A/2024 FOR A PANEL OF PROFESSIONAL SERVICE PROVIDERS IN CIVIL ENGINEERING FOR A PERIOD OF THREE (03) YEARS IN THE LIMPOPO PROVINCE**", and deposited in the **box located in the entrance foyer (ground floor) of RAL Towers, 26 Rabe Street, Polokwane, 0699**.

SBD 1

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)							
BID NUMBER:	RAL/C1055A/2024		CLOSING DATE: 12 MARCH 2024		CLOSING TIME:		11:00
DESCRIPTION	A PANEL OF PROFESSIONAL SERVICE PROVIDERS IN CIVIL ENGINEERING FOR A PERIOD OF THREE (03) YEARS IN THE LIMPOPO PROVINCE.						
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)							
ROADS AGENCY LIMPOPO							
RAL TOWERS							
26 RABE STREET							
POLOKWANE 0700							
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO				TECHNICAL ENQUIRIES MAY BE DIRECTED TO:			
CONTACT PERSON	DINALA MATSOBANE			CONTACT PERSON	NKOANA KHUTSO		
TELEPHONE NUMBER	015 284 4600			TELEPHONE NUMBER	015 284 4697		
FACSIMILE NUMBER	015 291 2433			FACSIMILE NUMBER	015 291 2433		
E-MAIL ADDRESS	dinalamr@ral.co.za			E-MAIL ADDRESS	nkoanak@ral.co.za		
SUPPLIER INFORMATION							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER	CODE			NUMBER			
CELLPHONE NUMBER							
FACSIMILE NUMBER	CODE			NUMBER			
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA		
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?			☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS							
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				☐ YES ☐ NO			
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				☐ YES ☐ NO			
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				☐ YES ☐ NO			
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				☐ YES ☐ NO			
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				☐ YES ☐ NO			

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

SBD1

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA .
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

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

DATE:

T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annexure F of SANS 294:2004.

The Standard Conditions of Tender make several references to the tender data for details that apply specifically to this tender. The tender data shall have precedence in the interpretation of any ambiguity of inconsistency between it and the Standard Conditions of Tender.

Each item of data given below is cross-referenced to the sub clause in the Standard Conditions

Clause number	Description / Comment
F.1.1	The Employer is the Roads Agency Limpopo (SOC) Ltd
F.1.2	The Project Document issued by the Employer comprises the following:
	THE TENDER Part T1:Tendering procedures: T1.1 Tender notice and invitation to tender T1.2 Tender data Part T2:Returnable documents: T2.1 List of returnable schedules for tender evaluation T2.3 Returnable documents that will be incorporated in to the contract THE CONTRACT Part C1: Agreements and contract data C1.1 Contract data C1.2 Form of offer and acceptance Part C2: Scope of work C3.1 Preamble to the pricing schedule C3.2 Pricing Schedule
F.2.1	Only those tenderers who satisfy the minimum functionality criteria detailed elsewhere in the tender data will be considered responsive:
F.2.7	There will be no compulsory clarification meeting.
F.2.9	The employer does not provide insurance.
F.2.12	No alternative Tender shall be considered.

Clause number	Description / Comment
F2.13.1	Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.
F.2.13.3	a) Submit one bound tender document, (no emailed tenders will be accepted) b) Additional documentation including certificates shall be submitted as a properly bound document.
F.2.13.5	The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are: Location of tender box: In the entrance foyer (ground floor) of the RAL Towers, at 26 Rabe Street, Polokwane. Identification details: CONTRACT No. RAL/C1055A/2024 FOR A PANEL OF PROFESSIONAL SERVICE PROVIDERS IN CIVIL ENGINEERING FOR A PERIOD OF THREE (03) YEARS IN THE LIMPOPO PROVINCE As well as the Tenderer's Name.
F.2.13 & F3.5	A two-envelope procedure will not be followed.
F2.15	Closing time for submission of tender offers is: 11H00 on Tuesday, 12 March 2024. Telephonic, telegraphic, telex, facsimile, electronic, e-mailed or postal tender offers will not be accepted.
F.2. 16	TENDER OFFER VALIDITY 2. 16.1a) Tenders shall remain valid for a period of 120 days from the time set for the closing of Tenders and no Tender may be withdrawn during this period. 2.16.1b) Should a Tenderer amend (other than according to F 3.9) or withdraw his Tender after the time set for the receipt and opening of Tenders and during the period of its validity, but prior to his being notified of the acceptance of his original Tender, or should a Tenderer, after having been notified that his Tender has been accepted i) give notice of his inability to execute the Agreement / Contract in terms of his tender; or ii) failure to sign an Agreement / Contract or furnish the security within the period fixed in the conditions reflected in the form of Tender or any extended period fixed by the Employer; or iii) failure to execute the Agreement / Contract according to the documents; He shall pay either the difference between his Tender and a less favourable Tender accepted in terms of the provisions of Tender sub Condition iv), or if the Employer decides to invite fresh Tenders, all additional expenses which the Employer has to incur in this regard, as well as any difference between his Tender and the accepted new Tender; provided that the Employer may fully or partly exempt a Tenderer from the provisions of this sub condition if he is of the opinion that the circumstances justify the

Clause number	Description / Comment
	exemption. 2.16.1c) When, in the circumstances mentioned in Tender sub Condition 3.10(c) it is not deemed desirable to invite fresh Tenders, the Employer may accept another Tender from those already received.
F2.24	TENDER WITHDRAWAL OR MODIFICATION PRIOR TO CLOSING DATE Any Tenderer has the right to withdraw, modify or correct his Tender after it has been delivered, provided that written request for such withdrawal, modification or correction, together with full details of such modification or correction is received at the address given for the submission of Tenders before the closing date and set for the receipt of Tenders. The original Tender as amended by such written or facsimile communication shall be considered Tenderer's offer.
F.2.6	ACKNOWLEDGE ADDENDA Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary, apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.
F2.8	SEEK CLARIFICATION Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.
F.3.4	The time and location for opening of the tender offers are: Time: 11:00 on Tuesday, 12 March 2024. Location: 26 Rabe Street, Polokwane, 0699
F.3.11	Evaluation Methodology Tenders will be evaluated for compliance and functionality. It is important that the relevant information is included to enable the Technical Proposal to be evaluated in accordance with the procedure outlined below. All supporting documents must be submitted in a separate file. Tampering with the original tender document will render the tender non-responsive. Failure to comply with the above requirements will result in the Tender being disqualified. The service provider will be evaluated as per criteria set out. Each must acquire the minimum points for the tender to be considered to be responsive. The Tender evaluation will be conducted as follows: 1(a) First Tender documents shall be submitted as downloaded and printed from the website without any alterations. Any alterations will render your tender null and void and will be disqualified outright. All forms, certificates and schedules shall be completed and signed in black ink. Mistakes made by tenderer shall not be removed by using correcting fluid (Tippex or similar) but shall be cancelled by drawing a line through the incorrect entry and initial each correction or amendment. Failure to comply will be a disqualification. 1(b) Second

Clause number	Description / Comment
	Tenders will be checked for compliance with Tender Conditions and administrative responsiveness. Non-compliance with any of the requirements will render the tender non-responsive and it will not be carried forward to the next stage. 1(c) Third The Tenderer's company and staff experience will be evaluated. Each tender will be assessed and awarded points for Functionality. Failure to achieve 75 points out of the 100 for Functionality will render the tender non-responsive. Only tenders that score the specified minimum number of points for Functionality will be deemed to be acceptable and form part of the panel. The rest will be disqualified. The points for functionality will not be carried forward to the remainder of the evaluation. Price and preference point system evaluation is not applicable for this procurement at this stage. 2(a) Compliance with Tender Conditions and other Requirements The tender will be checked to ensure that they comply with the Tender Conditions and all other requirements of the project document. In particular, the following documentation must be included in the tender: a) T.2.1: A Certificate of Authority b) T.2.1: B Preference Points Claim c) T.2.1: D Record of Addenda to Tender Documents (Attachment and implementation of issued addenda) d) T.2.1: E Certificate of Non-Collusive Tender e) T.2.1: G Compliance with Occupational Health and Safety Act f) T.2.1: H Compulsory Enterprise Questionnaire g) T.2.1: J Bidder's disclosure h) T.2.1: M Proof of professional Indemnity i) C1.1: Form of offer and Acceptance Failure to comply with the Tender Conditions or to supply the necessary information at tender closure WILL result in the tender being rejected. Non submission of any of the forms listed above or not completing the documents fully will result in the Tender being rejected as non-responsive.
F3.18	No copies will be required at the bidding/tendering stage.

2(b) Second Stage in Evaluation: Quality or Functionality: Points System

A brief description of the scoring system is given below. A tabulated score sheet which will be used in the evaluation is as provided below.

Bidder's submissions will be evaluated based on compliance with the following criteria to determine the responsiveness to the bid requirements:

- I. Curriculum Vitae of the proposed project team highlighting qualifications and relevant experience of each team member with particular reference to the specifications of this bid.
- II. Capability statement of the company with regard to this type of work in general, and the specifications of this bid in particular. Provide project descriptions of roads completed projects, highlighting similarities between the completed projects and the specifications of this project. Highlight experience with similar roads projects in South Africa in the past 10 years. Provide contact details of employers for these projects.

It is important that the tenderer provides information as requested as this information will be used for functionality in which a minimum of **75 points** must be scored to move to the next stage of evaluation. The scoring will be according to the table below:

SCORING			WEIGHT
PROJECT TEAM			70
All the below civil engineering personnel's Professional registration MUST be with the Engineering Council of South Africa (ECSA). A Letter of good standing from ECSA confirming registration must be submitted. RAL will electronically check the registration status of submitted personnel. Proof of registration must be submitted with the bid. Experience in bridge, road and pavement design and supervision including maintenance and upgrading of gravel roads and paved surface, preventative maintenance and rehabilitation must be demonstrated and clearly indicated in the CV. All the bridge engineers must be COTO certified. If during implementation one of the submitted personnel is no longer available, they should be replaced with personnel with the similar qualification or higher)			
Key Personnel	Experience in years	Points	
Project Engineer / Director Pr.Eng/Pr Tech Eng (ECSA)	10 years and more as a project engineer	25	
	More than 5 years up to and less than 10 year as a project engineer	15	
	More than 3 years up to and including 5 years as a project engineer	10	
	3 years and below as a project engineer	0	
Design Engineer Pr.Eng/Pr Tech Eng (ECSA)	10 years and more as a design engineer	20	
	More than 5 years up to and less than 10 years as a design engineer	10	
	More than 3 years up to and including 5 years as a design engineer	5	
	3 years and below as a design engineer	0	
Resident Engineer Pr.Eng/Pr Tech Eng (ECSA)	10 years and more as a resident engineer	15	
	Between 5 years and less than 10 as a resident engineer	10	
	Between 3 years and less than 5 as a resident engineer	5	
	Less than 3 years as a resident engineer	0	
The below engineering personnel MUST hold a minimum of a National Diploma in Civil Engineering.			

Assistant Resident Engineer National Diploma or Higher In Civil Engineering	5 years and above	10	
	Between 3 years and less than 5	5	
	Less than 3 year	0	

NB: Key Personnel cannot work for more than one consulting firm.

SCORING		WEIGHT
COMPANY EXPERIENCE Provide a maximum of 5 relevant road design and supervision related projects which must include roads, bridges and culverts completed in the past 10 years (proof of completion and reference letter must be attached). Each qualifying project scores 6 points.		30
Number of Projects	Points	
1 x qualifying project	6	
2 x qualifying projects	12	
3 x qualifying projects	18	
4 x qualifying projects	24	
5 x qualifying projects	30	
Total		100

Once a tenderer has passed both compliance and functionality, they will form part of the panel. Service providers in the panel will then be required to bid for specific projects as and when required through a request for proposals.

PART T2: LIST OF RETURNABLE DOCUMENTS

The tenderer must complete the following returnable documents:

- T2.1 LIST OF RETURNABLE SCHEDULES.....
- T2.2 OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION

T.2.1: LIST OF RETURNABLE DOCUMENTS THAT FORM PART OF THE TENDER EVALUATION

T.2.1: A CERTIFICATE OF AUTHORITY

T.2.1: B PREFERENCE POINTS CLAIM

T.2.1: D RECORD OF ADDENDA TO TENDER DOCUMENTS (Attachment and implementation of issued addenda)

T.2.1: E CERTIFICATE OF NON-COLLUSIVE TENDER

T.2.1: G COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY ACT

T.2.1: H COMPULSORY ENTERPRISE QUESTIONNAIRE

T.2.1: J BIDDER'S DISCLOSURE

T.2.1: K EXPERIENCE OF THE KEY PERSONNEL

T2.1: L COMPANY RELEVANT EXPERIENCE

T2.1: M PROOF OF PROFESSIONAL INDEMNITY

T.2.2: RETURNABLE DOCUMENTS THAT WILL BE INCORPORATED IN THE CONTRACT

T.2.2: A DEVIATIONS OR QUALIFICATIONS BY THE TENDERER

NB. Additional documentation including certificates shall be submitted in a separate, properly bound, document.

T2.1: A CERTIFICATE OF AUTHORITY

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

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

A. Certificate for company

I,....., chairperson of the board of directors of hereby confirm that by resolution of the board (copy attached) taken on20..., Mr/Ms.....acting in the capacity of.....,was authorised to sign all documents in connection with this tender and any contract resulting from it on behalf of the company.

As witness

1.....
Chairman

2.....
Date

B. Certificate of partnership

We, the undersigned, being the key partners in the business trading as

hereby authorise Mr/Ms....., acting in the capacity of.....to sign all documents in connection with the tender for Contract.....and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

C. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms....., authorised signatory of the company,

acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract.....and any other contract resulting from it on our behalf.

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

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME & CAPACITY
Lead partner		
JV partner 1		
JV partner 2		
JV partner 3		
JV partner 4		

D. Certificate for sole proprietor

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

As Witness:

1.....
Signature: Sole owner

2.....
Date

E. Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as.....hereby authorise Mr/Mrs.....

Acting in the capacity of....., to sign all documents in connection with the tender for Contract No:.....and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

NB: SPECIFIC GOALS POINTS WILL APPLY AT THE TIME OF APPOINTING FROM THE PANEL. PLEASE ENSURE THAT POINTS CLAIMED ARE CLEARLY INDICATED IN SBD 6.1 TABLE BELOW.

SBD 6.1

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
PROCUREMENT REGULATIONS 2022**

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 The applicable preference point system for this tender is the 0/20 preference point system.
- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price; and
 - (b) Specific Goals.
- 1.4 The maximum points for this tender are allocated as follows:

	POINTS
PRICE	0
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

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

2. DEFINITIONS

- (a) **“highest acceptable tender”** means a tender that complies with all specifications and conditions of tender and that has the highest price compared to other tenders;
- (b) **“lowest acceptable tenders”** means a tender that complies with all the specifications and conditions of tender that has lowest price compared to other tenders;
- (c) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (d) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (e) **“specific goals”** means specific goals as contemplated in section 2(1)(d) of the Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in *Government Gazette* No. 16085 dated 23 November 1994;
- (f) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (g) **“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
- (h) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

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

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

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 2022, preference points must be awarded for specific goals stated in the 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,

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points claimed (80/20 system)	Required documents as a means of verification
Enterprises with ownership of 51% or more by person/s who are black person/s	10		- ID copies of company director/s - CSD report
Enterprises with ownership of 51% or more by person/s who are women	5		- ID copies of company director/s - CSD report
Enterprises with ownership of 51% or more by person/s who are youth	3		- ID copies of company director/s - CSD report
Enterprises with ownership of 51% or more by person/s with disability	2		- Medical certificate - CSD report
Total points for specific goals	20		

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 as a result of points claimed as shown in paragraphs 1.4 and 4.1, the contractor is be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders, and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

T2.1: D RECORD OF ADDENDA TO TENDER DOCUMENTS

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

No: Failure to attach and implement the issued addenda, will result in disqualification.

	Date	Title of Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed..... Date

Name..... Position.....

Tenderer.....

SIGNED ON BEHALF OF TENDERER

T2.1: E CERTIFICATE OF NON-COLLUSIVE TENDER

1 IN THE CASE OF A SINGLE CONSULTING COMPANY:

I/We certify that this is a bona fide tender.

I/We also certify that I/We have not done and I/We undertake not to do any of the following at any time before the hour and date specified for the closure of submission of tenders for this contract.

- a) Fix or adjust the amount of this tender by or under or in accordance with any agreement or arrangement with any other person;
- b) communicate to a person other than the person calling for these tenders the amount or approximate amount of the proposed tender, except when the confidential disclosure of the approximate amount of the tender is necessary to obtain the insurance-premium quotations required for preparation of the tender;
- c) cause or induce any other person to communicate to me/us the amount or approximate amount of any rival tender for this contract;
- d) enter into any agreement or arrangement with any other person to induce him to refrain from tendering for this contract, or to influence the amount of any tender or the conditions of any tender to be submitted, nor cause or induce any other person to enter into any such agreement or arrangement;
- e) offer or pay or give or agree to pay or to give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any tender or proposed tender for this contract, any action similar to those described above.

In this certificate the term "person" includes juristic or natural persons , body of persons or association, whether corporate or not, and the term "agreement or arrangement" includes any agreement or arrangement, whether formal or informal and whether legally binding or not.

SIGNED ON BEHALF OF TENDERER:

2 IN THE CASE OF A CONSORTIUM OF CONSULTING CONCERNS:

We certify that this is a bona fide tender.

We also certify that we have not done and we undertake not to do any of the following at any time before the hour and date specified for the closure of submission of tenders for this contract:

- a) Fix or adjust the amount of this tender by or under or in accordance with any agreement or arrangement with any person outside this consortium;
- b) communicate to a person outside this consortium other than the person calling for these tenders, the amount or approximate amount of the proposed tender, except when the confidential disclosure of the approximate amount of the tender is necessary to obtain insurance premium quotations required for preparation of the tender;
- c) cause or induce any person outside this consortium to communicate to us the amount or approximate amount of any rival tender for this contract.
- d) enter into any agreement or arrangement with any person outside this consortium to induce him to refrain from tendering for this contract, or to influence the amount of any tender or the conditions of any tender to be submitted, nor cause or induce any person outside this consortium to enter into any such agreement or arrangement;
- e) offer or pay or give or agree to give any sum of money or valuable consideration directly or indirectly to any person outside this consortium for doing or having done or causing or having caused to be done in relation to any tender or proposed tender for this contract, any action similar to those described above.

In this certificate the term “person” includes juristic or natural persons , body of persons or association, whether corporate or not, the term “agreement or arrangement” includes any agreement or arrangement, whether formal or informal and whether legally binding or not, and the term “person outside this consortium” means, when the consortium is a partnership, a person other than a partner or an employee of a partner or the partnership, or when the consortium is a company, a person other than a person or company holdings shares in the consortium, or any employee of such a person, company or the consortium.

SIGNED ON BEHALF OF TENDERER:

**T2.1: G COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 AND
CONSTRUCTION REGULATIONS, 2003**

The tenderer shall attach evidence that he is registered and in good standing with a compensation insurer who is approved by Department of Labour in terms of section 80 of the Compensation for Injury and Disease Act (COID)(Act 130 of 1993).

The tenderer is required to disclose, by also attaching documentary evidence, all inspections, investigations and their outcomes conducted by the Department of Labour into the conduct of the tenderer at any time during the 36 months preceding the date of this tender.

Attach a valid letter of good standing from the Compensation Commissioner or FEMA

SIGNED ON BEHALF OF THE TENDERER:

Note to tenderer:

Discovery that the tenderer has failed to make proper disclosure may result in RAL terminating a contract that flows from this tender on the ground that it has been rendered invalid by the tenderer's misrepresentation.

T2.1: H COMPULSORY ENTERPRISE QUESTIONNAIRE

THE FOLLOWING PARTICULARS MUST BE FURNISHED IN THE CASE OF A JOINT VENTURE, SEPARATE ENTERPRISE QUESTIONNAIRES IN RESPECT OF EACH PARTNER MUST BE COMPLETED AND SUBMITTED OTHERWISE THE TENDER WILL BE DECLARED NON-RESPONSIVE

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity Number *	Personal income tax number*

* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stake holder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

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

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

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

* Insert separate page if necessary

Section 7: Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stake holder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

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

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

* Insert separate page if necessary

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

- authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my/our tax matters are in order;
- confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises or may exercise, control over the enterprise appears on the

Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;

- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I/we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed Date

Name Position

Enterprise name.....

T2.1: J BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state?

YES/NO

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

Full Name	Identity Number	Name of State institution

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

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

2.2.1 If so, furnish particulars:

.....

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

YES/NO

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 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

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

Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of

DECLARATION

I, THE UNDERSIGNED (NAME).....

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS
DECLARATION PROVE TO BE FALSE.

.....

Signature

.....

Date

.....

Position

.....

Name of bidder

T2.1: K EXPERIENCE OF THE KEY PERSONNEL

Tenderers shall enter in the table below information in respect of the key personnel who will be engaged on the project. Curricula Vitae, including the relevant certificates, to support the stated information must be included in the Technical Proposal together with a copy of this form. Only one person may be entered against each category. No person may fill two categories. Key staff must be in the direct employ of the Tenderer.

A CV of each key staff member and indication of respective discipline of not more than 3 pages as well as certified Professional Registration and Qualification should be appended.

Each CV should be structured under the following headings:

Personal particulars (name, date and place of birth, place (s) of tertiary education and dates associated therewith, professional awards).

Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations) – attach certified copies of professional registrations and qualification.

Overview of relevant experience (year, organization and role). Outline of recent experience that has a bearing on the required service area).

Designation	Name / Prof. Status	Experience
	Prof. Reg. No. / Date	initial qualification and year obtained
Project Engineer / Director		
Design Engineer		
Resident Engineer		
Assistant Resident Engineer		
Example Manager	J.P Nkosi, Pr. Eng	BSc Eng. (Civil)
	12344 / 1971	1980

SIGNED ON BEHALF OF THE TENDERER:

T2.1: L COMPANY RELEVANT EXPERIENCE

The Tenderer shall enter in the spaces provided below **A LIST OF ROAD CONSTRUCTION, DRAINAGE STRUCTURES AND PAVEMENT DESIGN PROJECTS CARRIED OUT IN THE LAST 10 YEARS**. This information is deemed to be material to the award of the contract and is taken into account in the calculation of the Tender adjudication points. It is essential that full details of the projects and of the Employer / Engineer references be provided in order for the projects to be evaluated and points awarded. A letter of completion must be provided for each project .

If necessary, a separate form may be submitted.

Failure to provide the necessary information will compromise the Tender.

	Employer (Name, Tel. No. or Fax No.)	Details of Project	Value of Work (fees)	Year Completed
1				
2				
3				
4				
5				

SIGNED ON BEHALF OF THE TENDERER:

T2.1: M PROOF OF PROFESSIONAL INDEMNITY

The Tenderer shall provide proof of his professional indemnity insurance showing the scope of that insurance upon appointment. The value of the PI should cover the tendered **basic fees*** or more per claim.

In the case of a joint venture or consortium, each party shall provide its professional indemnity insurance. The combined PI's values should cover the basic fees per claim.

***Basic fees** include fees for scoping, preliminary and detailed design, inclusive of VAT.

SIGNED ON BEHALF OF THE TENDERER:

T2.2: A DEVIATIONS OR QUALIFICATIONS BY THE TENDERER

Note: Tenderers will be declared to be non-responsive should any proposed deviation or qualification, in the employer's opinion:

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

PAGE	DESCRIPTION

SIGNED ON BEHALF OF TENDERER:

THE CONTRACT

PART C1 AGREEMENT AND CONTRACT DATA

PART C2 SCOPE OF WORKS

PART C1: AGREEMENT AND CONTRACT DATA

C.1.1.	FORM OF CONTRACT	C.2
C.1.2.	FORM OF OFFER AND ACCEPTANCE	C.5

PART C1: AGREEMENT AND CONTRACT DATA

1.1.1. FORM OF CONTRACT

The Form of Contract to be used is the standard CIDB Standard Professional Services Contract – Third Edition July 2009.

CONTRACT DATA

Section 1: Data provided by the Employer

Clause	
3.4 and 4.3.2	The employer is the Roads Agency Limpopo SOC Ltd, (RAL) .
	The authorised and designated representative of the employer is: Mr M Mokgala
	The employer's address for receipt of communication is: Telephone: (015) 284 4600 e-mail: mokgalam@ral.co.za or dinalamr@ral.co.za Roads Agency Limpopo SOC Ltd, (RAL) Private Bag X9554, Limpopo, 0700
1	The Project is FOR A PANEL OF PROFESSIONAL SERVICE PROVIDERS IN CIVIL ENGINEERING FOR A PERIOD OF THREE (03) YEARS IN THE LIMPOPO PROVINCE.
3.6	The Service Provider may not release public or media statements or publish material to the Services or Project under any circumstances
3.9.2	The time-based fees used to determine changes to the Contract Price are as stated in the Pricing Data.
3.12	The penalty payable for delay is R2 000 per Day or part thereof to a maximum of R180 000.-
3.15.1	The programme shall be submitted within 14 days after the date of the Project handover.
3.15.2	The Service Provider shall update the programme at intervals not exceeding 12 weeks
3.16	The time-based fees shall not be adjusted for inflation.
3.16.1	The indices are those contained in Table A of P0141 Consumer Price Index for CPI for all services published by Statistics South Africa
4.3.1(d)	The Service Provider is not required to assist in the obtaining of approvals, licenses and permits from state, regional and municipal authorities having jurisdiction over the Project.

Clause	
5.4.1	The Service Provider will be required to provide professional indemnity cover upon appointment as set out in the Professional Indemnity Schedule. The value of the PI should cover the tendered basic fees* or more per claim,
5.5	The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions: 1. Appointment of sub-consultants
7.2	The Service Provider is requested to provide personnel in accordance with the provisions of clause 7.2 and complete the Personnel Schedule.
8.1	The Service Provider is to commence the performance of the Service within 14 days of the date of the Project handover.
8.4.3©	The period of suspension under clause 8.5 is no to exceed nil (0) months.
9.1	Copyright of documents prepared for the Project shall be vested with the Employer.
12.1	Interim settlement of disputes is to be by adjudication
12.3	Final settlement is by arbitration
12.3.3	The adjudicator is the person appointed by the CEO of CIDB
12.4.1	In the event that the parties fail to agree on an arbitrator, the arbitrator is nominated by the President of the Law Society of South Africa
13.1.3	All persons in a joint venture or consortium shall carry a minimum professional indemnity insurance of not less than two (2) times the basic fee.
13.4	Neither the Employer nor the Service Provider is liable for any loss or damage resulting from any occurrence unless a claim is formally made within 12 months from the date of termination or completion of the Contract.
13.6	The provisions of clause 13.6 do not apply to the Contract.
15	The interest rate will be the prime interest rate of the Employer's bank at the time that the amount is due.

Section 2: Data provided by the Service Provider

Clause											
1	The Service Provider is:.....										
1	The authorised and designated representative of the Service Provider is.: Name:.....										
5.3	The Service Provider's address for receipt of communication is: Telephone: Facsimile: e-mail:..... Address:.....										
5.5 7.1.2	The key Persons and their jobs/functions in relation to the services are: <table border="1"> <thead> <tr> <th>Specific duties</th><th>Name</th></tr> </thead> <tbody> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </tbody> </table>	Specific duties	Name								
Specific duties	Name										

1.1.2. FORM OF OFFER AND ACCEPTANCE OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of: **A PANEL OF PROFESSIONAL SERVICE PROVIDERS IN CIVIL ENGINEERING FOR A PERIOD OF THREE (03) YEARS IN THE LIMPOPO PROVINCE**

The Bidder, identified in the Offer signature block, has examined the documents listed in the bid data and addenda thereto as listed in the bid schedules, and by submitting this offer has accepted the Conditions of Bid.

By the representative of the Bidder, deemed to be duly authorized, Signing this part of this Form of Offer and Acceptance, the Bidder offers to perform all the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be deemed in accordance with the Conditions of Contract identified in the Contract Data.

The offered total of the prices inclusive of value-added tax is:

..... Rand (in word);

R..... (in figures)

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Bidder before the end of the period of validity stated in the Bid Data, whereupon the Bidder becomes the party named as the Contractor in terms of the Conditions of Contract identified in the Contract Data.

Signature Date

Name Capacity

For the Bidder
(Name and address of organization)

AS WITNESSES:

Witness 1

Signature Date

Name

Witness 2

Signature Date

Name

ACCEPTANCE

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

The terms of the contract are contained in Volume 1: the Technical Proposal and the Financial Proposal.

Deviations from and amendments to the documents listed in the Bid Data and any addenda thereto, as listed in the Bid Schedules, as well as any changes to the terms of the Offer agreed by the Bidder and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this schedule, which shall be signed by the authorized representative(s) of both parties.

The Bidder shall, within two weeks of receiving a completed copy of this Agreement including the Schedule of Deviations, (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data on, or just after, the date on which this Agreement comes into effect. Failure to fulfil any of the obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Bidder receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Bidder (now Contractor), within 5 days of the date of such receipt, notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

Signature Date

Name Capacity

For the Employer
(Name and address of organization)

AS WITNESSES

Witness 1

Signature Date

Name

Witness 2

Signature Date

Name

SCHEDULE OF DEVIATIONS

Notes:

- 1 The extent of deviations from the tender documents issued by the employer before the tender closing date is limited to those permitted in terms of the conditions of tender.
- 2 A tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.
- 3 Any other matters arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.
- 4 Any change or addition to the tender documents arising from the above agreements and recorded here shall also be incorporated into the final draft of the Contract.

1	Subject
	Details
	
	
2	Subject
	Details
	
	
3	Subject
	Details
	
	
4	Subject
	Details
	
	

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

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

For the Tenderer:

Signature(s)
 Name(s)
 Capacity
 (Name and address of
 organization/tenderer)

Name and
 signature
 of witness Date

For the Employer:

Signature(s)
 Name(s)
 Capacity
 (Name and
 address of
 organization)

Name and
 signature
 of witness Date

C2 SCOPE OF WORKS: GENERAL REQUIREMENTS

Overview of the scope of works of Professional Service Providers

3.1 Overview of the scope of work of the Engineering Professional Service Provider

The Professional Service Provider (PSP) will provide a team of professionals to:

- Obtain a detailed project brief from the **Professional Project Director (PD)** as required by employer of what the project will address as well as what it will not, specifically for completing the necessary work, activities and project deliverables in line with their respective Professional bodies;
- Align discipline specific goals and objectives to the project goals and objectives as communicated by the PM and to ensure that their activities are properly aligned with the project management plan that will be used to achieve the goals of the project;
- Manage all discipline specific activities and deliverables from the production of site scoping reports to final project handover. Further, the PSP shall ensure that all necessary documentation required as part of the close out process (including commissioning data packages) is complete. This shall include information to be provided by the Contractor;
- Obtain from the PM confirmation of the location of each facility, the scope of work to be completed, contact details and all other information so as to be able to visit the sites as when the PSP deems it necessary after the project initiation and formal introduction has been facilitated by the PM;
- In the course of managing discipline specific activities and deliverables, produce drawings and equipment specifications in line with relevant statutory bodies (These shall include SABS, IEC, ASTM, IEEE and other applicable bodies) and the Employer's standards where any are applicable.
- Assist the PM in execution of his/ her duties by monitoring and controlling discipline specific work including Scope Verification, and Scope Control as identified in the project;
- Ensure that the discipline specific targets for progress, quality, cost, scope and compliance are met by the suppliers;
- Notify the PM in writing of all discipline specific project activities that are labour intensive or those that can assist in the promotion of the employment of local residents in the project;
- Ensure that the discipline specific activities, services and deliverables are to employer's satisfaction;
- Verify all discipline specific Contractor claims (for correctness and quality) timeously for work done and submit this information for payment to the PM on communicated dates so as to minimize delays;
- Ensure resolution of any possible problems that may arise in the completion and functionality of the maintenance of the facility in all aspects so as not to

affect the project programme as communicated by the PM;

- Prepare and submit monthly narrative and quantitative reports on discipline specific progress, quality, cost, scope, and compliance to the PM;
- Close out the discipline specific activities after the deliverables have been accepted. The PSP must also verify that the discipline specific work of the project was completed correctly and conform to the Employers' (through statutory bodies) final deliverables. This information must be documented and communicated to the PM to assist him/ her in the Contract Closure and the Project Close processes.
- Manage the compilation of recorded information (including test and commissioning sheets) and asset management data by the Contractor on completion of the installation;
- Ensure all the guarantees / warranties for various installations, as built drawings and operator's and maintenance manuals for various components, etc. are handed over to the PM; and
- Where applicable, the discipline specific engineering PSP shall assist the contractor in managing the supply and delivery of medical equipment and the commissioning of all plant & equipment.

In addition, the Professional Engineering Service Provider shall provide the following services on the Employer's request;

- Relevant standard services and deliverables as defined in "The Engineering Council of South Africa (ECSA) Guideline for Services and Processes for Estimating Fees for Persons Registered in Terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000)";
- The following additional services and deliverables defined in "The Engineering Council of South Africa (ECSA) Guideline for Services and Processes for Estimating Fees for Persons Registered in Terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000)":
 - Section 3.3.1(1)-(26) pertaining to Additional Services pertaining to all Stages of the Project
 - Section 3.3.2(1)-(6) pertaining to Construction Monitoring
 - Section 3.3.3(1)-(2) pertaining to Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)
 - Section 3.3.4 pertaining to Quality Assurance System
 - Section 3.3.6 pertaining to Engineering Management Services (Principal Consultant)
 - Section 3.3.7(1)-(3) pertaining to Mediation, Arbitration and Litigation proceedings and similar services

The services listed above are deemed to be an addition to normal services that shall ONLY be provided by the Engineering PSP, on agreement between the PSP and the PM. The agreement on the services and remuneration shall be in writing and if at all possible will be concluded before the PSP renders such services.