



1 Cedara Road, Pietermaritzburg, 3200  
KZN Department of Agriculture & Rural Development, Private Bag X9059, Pietermaritzburg, 3200  
Tel: 033 355 9100

## Invitation to Tender – DARD 13/2023

### KwaZulu-Natal– DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT

Suitable and capable service providers are invited to bid for the **Establishment and Operation of a Consultants Panel for the Planning, Design, Implementation and Evaluation of Agricultural and related Infrastructure**

#### Department reserves the right to:

- (i) To accept part of a tender rather than the whole tender.
- (ii) To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the Bid.
- (iii) To correct any mistakes at any stage of the tender that may have been in the Bid documents or occurred at any stage of the tender process.
- (iv) To cancel and/or terminate the tender process at any stage, including after the Closing Date and/or after presentations have been made, and/or after tenders have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.

#### Contact Details for Enquiries

Queries relating to the issue of these documents may be addressed to

**Administrative:** Ms. Nompumelelo Dladla Tel. No. 033 355 9369: or [Nompumelelo.Dladla@kzndard.gov.za](mailto:Nompumelelo.Dladla@kzndard.gov.za)  
and **Technical:** Mr R. DeNeef Tel. 033 343 8051/ 082 9590364  
or [robert.deneef@kzndard.gov.za](mailto:robert.deneef@kzndard.gov.za)

The closing date and time for receipt of Tenders is **28 September 2023 at 11h00**. Telegraphic, telephonic, telex, facsimile, e-mail and late Tender Proposals will not be accepted.

**NB.** Tender documents must be deposited at:

**Department of Agriculture and Rural Development, 1 Cedara Road, Cedara 3200, Supply Chain Management Bid Box**

#### **Briefing Session:**

**Date: 06 September 2023**

**Time: 11h00**

**Teams :** [https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_ODU2ZGQ0MWQtNTIwOS00OGUyLTk2NzAtZDBiYWZhMDRiMDBh%40thread.v2/0?content=%7b%22Tid%22%3a%22210d67c2-210a-4ff3-a608-1cb7689dbf42%22%2c%22Oid%22%3a%22a472630f-9278-4e95-b2fa-c07c6d8a5d5e%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_ODU2ZGQ0MWQtNTIwOS00OGUyLTk2NzAtZDBiYWZhMDRiMDBh%40thread.v2/0?content=%7b%22Tid%22%3a%22210d67c2-210a-4ff3-a608-1cb7689dbf42%22%2c%22Oid%22%3a%22a472630f-9278-4e95-b2fa-c07c6d8a5d5e%22%7d)

**Or**

**Meeting ID: 315 041 304 029**

**Passcode: NQUGcB**

## KWAZULU-NATAL PROVINCIAL GOVERNMENT BIDDING FORMS

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**PART A  
INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	DARD 13/2023	CLOSING DATE:	28/09/2023	CLOSING TIME:	11h00
DESCRIPTION	Establishment and Operation of a Consultants Panel for the Planning, Design, Implementation and Evaluation of Agricultural and related Infrastructure				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Nompumelelo Dladla		CONTACT PERSON	Mr R. DeNeef	
TELEPHONE NUMBER	033 355 9369		TELEPHONE NUMBER	033 343 8051/ 082 9590364	
FACSIMILE NUMBER	n/a		FACSIMILE NUMBER	n/a	
E-MAIL ADDRESS	nompumelelo.dladla@kzndard.gov.za		E-MAIL ADDRESS	robert.deneef@kzndard.gov.za	
<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-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW ]	
<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 ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
<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>					

**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, 2022, 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-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: .....

## SECTION A

### SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF BIDDING FORMS

PLEASE NOTE THAT THIS BID IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999, THE KWAZULU-NATAL SUPPLY CHAIN MANAGEMENT POLICY FRAMEWORK.

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and visa versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances whatsoever may the bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
4. Bids submitted must be complete in all respects.
5. Bids shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.
6. Each bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid.
7. All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids. Where, however, a bid is received open, it shall be sealed. If it is received without a bid number on the envelope, it shall be opened, the bid number ascertained, the envelope sealed and the bid number written on the envelope.
8. A specific box is provided for the receipt of bids, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.
9. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the bid documentation, and proof of posting will not be accepted as proof of delivery.
10. No bid submitted by telefax, telegraphic or other electronic means will be considered.
11. Bidding documents must not be included in packages containing samples. Such bids may be rejected as being invalid.
12. Any alteration made by the bidder must be initialed.
13. Use of correcting fluid is prohibited
14. Bids will be opened in public as soon as practicable after the closing time of bid.
15. Where practical, prices are made public at the time of opening bids.
16. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.
17. Bidder must initial each and every page of the bid document.

## SECTION B

### REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

1. In terms of the National Treasury Instruction Note, all suppliers of goods and services to the State are required to register on the Central Suppliers Database.
2. Prospective suppliers should self-register on the CSD website [www.csd.gov.za](http://www.csd.gov.za)
3. If a business is registered on the Database and it is found subsequently that false or incorrect information has been supplied, then the Department may, without prejudice to any other legal rights or remedies it may have;
  - 3.1 cancel a bid or a contract awarded to such supplier, and the supplier would become liable for any damages if a less favourable bid is accepted or less favourable arrangements are made.
4. **The same principles as set out in paragraph 3 above are applicable should the supplier fail to request updating of its information on the Central Suppliers Database, relating to changed particulars or circumstances.**
5. **IF THE SUPPLIER IS NOT REGISTERED AT THE CLOSING TIME OF BID, THE SUPPLIER WILL BE DISQUALIFIED AT THE BID EVALUATION PROCESS.**

**SECTION C**  
**DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE IS CORRECT AND UP TO DATE**  
(To be completed by bidder)

THIS IS TO CERTIFY THAT I (name of bidder/authorized representative) ....., WHO  
REPRESENTS (state name of bidder) .....CSD Registration  
Number.....

AM AWARE OF THE CONTENTS OF THE CENTRAL SUPPLIER DATABASE WITH RESPECT TO THE BIDDER'S DETAILS AND REGISTRATION INFORMATION, AND THAT THE SAID INFORMATION IS CORRECT AND UP TO DATE AS ON THE DATE OF SUBMITTING THIS BID.

AND I AM AWARE THAT INCORRECT OR OUTDATED INFORMATION MAY BE A CAUSE FOR DISQUALIFICATION OF THIS BID FROM THE BIDDING PROCESS, AND/OR POSSIBLE CANCELLATION OF THE CONTRACT THAT MAY BE AWARDED ON THE BASIS OF THIS BID.

.....  
**SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE**

**DATE:** .....

**PART C**

**PRICING SCHEDULE**  
(Goods/Service/Work)

NAME OF BIDDER: .....

CLOSING TIME: **11h00**

CLOSING DATE: **28/09/2023**

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

BID NUMBER	DESCRIPTION	TOTAL BID PRICE IN RSA CURRENCY *(All applicable taxes included)
DARD 13/2023	Establishment and Operation of a Consultants Panel for the Planning, Design, Implementation and Evaluation of Agricultural and related Infrastructure	<b>NOT APPLICABLE</b>

**Amount in Words:**

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

Official Company  
Stamp

\_\_\_\_\_  
Signature



**SECTION D**

**SBD 3.1**

**PRICING SCHEDULE – FIRM PRICES  
(PURCHASES)**

**NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED**

**IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT**

Name of bidder.....	Bid number.....
Closing Time 11:00	Closing date.....

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

ITEM NO.	QUANTITY	DESCRIPTION	Unit Price	Total for each unit
1				
2				
3				
4				
<b>SUB-TOTAL</b>				
<b>VAT AT 15%</b>				
<b>GRAND TOTAL (BID PRICE IN RSA CURRENCY WITH ALL APPLICABLE TAXES INCLUDED)</b>				

- Required by: .....
- At: .....
- Brand and model .....
- Country of origin .....
- Does the offer comply with the specification(s)? \*YES/NO
- If not to specification, indicate deviation(s) .....
- Period required for delivery .....
- \*Delivery: Firm/not firm
- Delivery basis .....

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

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

\*Delete if not applicable

**PRICING SCHEDULE – NON-FIRM PRICES  
(PURCHASES)**

**NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.**

**IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT**

Name of bidder.....	Bid number.....
Closing Time 11:00	Closing date.....

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

-----

ITEM NO.	QUANTITY	DESCRIPTION	Unit Price	Total for each unit
1				
2				
3				
4				
<b>SUB-TOTAL</b>				
<b>VAT AT 15%</b>				
<b>GRAND TOTAL (BID PRICE IN RSA CURRENCY WITH ALL APPLICABLE TAXES INCLUDED)</b>				

-----

- Required by:.....
- At:.....
- Brand and model.....
- Country of origin.....
  
- Does the offer comply with the specification(s)? \*YES/NO
- If not to specification, indicate deviation(s) .....
- Period required for delivery.....
- Delivery: \*Firm/not firm

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

\*Delete if not applicable

PRICE ADJUSTMENTS

**A NON-FIRM PRICES SUBJECT TO ESCALATION**

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES
2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left( D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

- Pa = The new escalated price to be calculated.
- (1-V)Pt = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**
- D1, D2.. = Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1, D2...etc. must add up to 100%.
- R1t, R2t..... = Index figure obtained from new index (depends on the number of factors used).
- R1o, R2o = Index figure at time of bidding.
- VPt = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index..... Dated.....      Index..... Dated.....      Index..... Dated.....  
 Index..... Dated.....      Index..... Dated.....      Index..... Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	P      PERCENTAGE OF BID PRICE

**B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS**

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

**PRICING SCHEDULE**  
**(Professional Services)**

Name of bidder..... Closing Time 11:00	Bid number..... Closing date.....
-------------------------------------------	--------------------------------------

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

ITEM NO.	DESCRIPTION	BID PRICE IN RSA CURRENCY WITH ALL APPLICABLE TAXES INCLUDED)

1. The accompanying information must be used for the formulation of proposals
2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project. R.....

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

4. PERSON AND POSITION	HOURLY RATE	DAILY RATE
.....	R.....	.....
.....	R.....	.....
.....	R.....	.....
.....	R.....	.....
.....	R.....	.....

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

.....	R.....	.....
.....	R.....	days
.....	R.....	days
.....	R.....	days

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

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

TOTAL: R.....

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

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

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

TOTAL: R.....

6. Period required for commencement with project after acceptance of bid

7. Estimated man-days for completion of project

8. Are the rates quoted firm for the full period of contract?

\*YES/NO

9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.

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

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

Any enquiries regarding bidding procedures may be directed to the –

(INSERT NAME AND ADDRESS OF DEPARTMENT/ENTITY)

Tel:

Or for technical information –

(INSERT NAME OF CONTACT PERSON)

Tel:

**SECTION E**

**BIDDER'S DISCLOSURE**

**1. PURPOSE OF THE FORM**

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

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

**2. Bidder's declaration**

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise,  
employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:  
.....  
.....

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

**YES/NO**

2.3.1 If so, furnish particulars:  
.....  
.....

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

**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 COMBATING ABUSE IN THE SUPPLY CHAIN

MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....	.....
Signature	Date
.....	.....
Position	Name of bidder

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



## SECTION F

### SBD 6.1

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

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

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

#### 1. GENERAL CONDITIONS

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

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

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

*(delete whichever is not applicable for this tender).*

- (a) The applicable preference point system for this tender is the **80/20** preference point system.
- (b) **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 **To be completed by the organ of state:**

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

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

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

**80/20** or **90/10**

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

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**

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

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 tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system. To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
<b>NOT APPLICABLE</b>	20	
<b>TOTAL</b>	<b>20</b>	

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

<p>..... <b>SIGNATURE(S) OF TENDERER(S)</b></p> <p><b>SURNAME AND NAME:</b></p> <p>..... <b>DATE:</b></p> <p>..... -----</p>
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**EME'S AND QSE'S MUST COMPLETE THE FOLLOWING APPLICABLE AFFIDAVIT FORM TO CLAIM PREFERENCE POINTS**

**SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE**

I, the undersigned,

<b>Full name &amp; Surname</b>	
<b>Identity number</b>	

Hereby declare under oath as follows:

- The contents of this statement are to the best of my knowledge a true reflection of the facts.
- I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:

<b>Enterprise Name</b>	
<b>Trading Name (If Applicable):</b>	
<b>Registration Number</b>	
<b>Enterprise Physical Address:</b>	
<b>Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):</b>	
<b>Nature of Business:</b>	
<b>Definition of "Black People"</b>	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation- I. before 27 April 1994; or II. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"
<b>Definition of "Black Designated Groups"</b>	"Black Designated Groups means: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"

3. I hereby declare under Oath that:

- The Enterprise is \_\_\_\_\_% Black Owned as per Amended Code Series 100 of the amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as amended by Act No 46 of 2013,
- The Enterprise is \_\_\_\_\_% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is \_\_\_\_\_% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
  - Black Youth % = \_\_\_\_\_%
  - Black Disabled % = \_\_\_\_\_%

- Black Unemployed % = \_\_\_\_\_%
- Black People living in Rural areas % = \_\_\_\_\_%
- Black Military Veterans % = \_\_\_\_\_%
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of \_\_\_\_\_, the annual Total Revenue was R10,000,000.00 (Ten Million Rands) or less
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	<b>Level One</b> (135% B-BBEE procurement recognition level)	
At least 51% Black Owned	<b>Level Two</b> (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	<b>Level Four</b> (100% B-BBEE procurement recognition level)	

- I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise, which I represent in this matter.
- The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

<b>Stamp</b>

\_\_\_\_\_  
Signature of Commissioner of Oaths

**SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE**

I, the undersigned,

<b>Full name &amp; Surname</b>	
<b>Identity number</b>	

Hereby declare under oath as follows:

- The contents of this statement are to the best of my knowledge a true reflection of the facts.
- I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:

<b>Enterprise Name</b>	
<b>Trading Name (If Applicable):</b>	
<b>Registration Number</b>	
<b>Enterprise Physical Address:</b>	
<b>Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):</b>	
<b>Nature of Business:</b>	
<b>Definition of “Black People”</b>	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians – (c) who are citizens of the Republic of South Africa by birth or descent; or (d) who became citizens of the Republic of South Africa by naturalisation- III. before 27 April 1994; or IV. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;”
<b>Definition of “Black Designated Groups”</b>	“Black Designated Groups means: (f) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (g) Black people who are youth as defined in the National Youth Commission Act of 1996; (h) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (i) Black people living in rural and under developed areas; (j) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;”

- I hereby declare under Oath that:
  - The Enterprise is \_\_\_\_\_% Black Owned as per Amended Code Series 100 of the amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as amended by Act No 46 of 2013,
  - The Enterprise is \_\_\_\_\_% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
  - The Enterprise is \_\_\_\_\_% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

- Black Designated Group Owned % Breakdown as per the definition stated above:
  - Black Youth % = \_\_\_\_\_%
  - Black Disabled % = \_\_\_\_\_%
  - Black Unemployed % = \_\_\_\_\_%
  - Black People living in Rural areas % = \_\_\_\_\_%
  - Black Military Veterans % = \_\_\_\_\_%
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of \_\_\_\_\_, the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	<b>Level One</b> (135% B-BBEE procurement recognition level)	
At Least 51% black owned	<b>Level Two</b> (125% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise, which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

<b>Stamp</b>

\_\_\_\_\_  
Signature of Commissioner of Oaths



SECTION G

CONTRACT FORM – GOODS/WORKS

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid .
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Filled in task directive/proposal;
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

<b>WITNESSES</b>	
1	.....
	.....
2	.....

CONTRACT FORM – GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

- 1. I..... in my capacity as..... accept your bid under reference number .....dated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
- 2. An official order indicating service delivery instructions is forthcoming.
- 3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION

4. I confirm that I am duly authorised to sign this contract.

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1 .....

2 .....

DATE: .....

## SECTION H GENERAL CONDITIONS OF CONTRACT

### i. Definitions

The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

**ii. Application**

- 1.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 1.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 1.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

**iii. General**

- 1.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 1.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)

**iv. Standards**

- 4.1. The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

**v. Use of contract documents and information; inspection.**

- 4.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 4.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 4.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 4.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

**vi. Patent rights**

- 6.1. The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

**7. Performance security**

- 1.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 1.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 1.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
  8. a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
  9. a cashier's or certified cheque
- 1.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

## **2. Inspections, tests and analyses**

- 2.1 All pre-bidding testing will be for the account of the bidder.
- 2.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 2.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 2.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 2.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 2.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 2.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 2.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

## **9. Packing**

- a. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- b. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

## **2. Delivery and documents**

- a. Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- b. Documents to be submitted by the supplier are specified in SCC.

## **3. Insurance**

- a. The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

## **4. Transportation**

- a. Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

## **5. Incidental Services**

a. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

- b. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

## **6. Spare parts**

- a. As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
  - (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
  - (b) in the event of termination of production of the spare parts:
    - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
    - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

## **7. Warranty**

- a. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- b. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- c. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- d. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- e. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may

have against the supplier under the contract.

## **8. Payment**

- a. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- b. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- c. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- d. Payment will be made in Rand unless otherwise stipulated in SCC.

## **9. Prices**

- a. Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

## **10. Contract amendments**

- a. No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

## **11. Assignment**

- a. The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

## **12. Subcontracts**

- a. The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

## **13. Delays in the supplier's performance**

- a. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- b. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- c. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- d. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- e. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- f. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

## **14. Penalties**

- a. Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

## **15. Termination for default**

- a. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
  - (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension

thereof granted by the purchaser pursuant to GCC Clause 21.2;

- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

- b. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- c. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- d. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- e. Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- f. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
  - a. the name and address of the supplier and / or person restricted by the purchaser;
  - b. the date of commencement of the restriction
  - c. the period of restriction; and
  - d. the reasons for the restriction.
- i. These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- g. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

## **16. Anti-dumping and countervailing duties and rights**

- a. When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

## **17. Force Majeure**

- a. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- b. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

## **18. Termination for insolvency**

- a. The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.



## **19. Settlement of Disputes**

- a. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- b. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- c. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- d. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- e. Notwithstanding any reference to mediation and/or court proceedings herein,
  - (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
  - (b) the purchaser shall pay the supplier any monies due the supplier.

## **20. Limitation of liability**

- a. Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
  - i. the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
  - ii. the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## **21. Governing language**

- a. The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

## **22. Applicable law**

- a. The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

## **23. Notices**

- a. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- b. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

## **24. Taxes and duties**

- a. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- b. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- c. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

## **25. National Industrial Participation (NIP) Programm**

- a. The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

## **26. Prohibition of Restrictive practices**

- a. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
  - b. If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998

## SECTION I

### SPECIAL CONDITIONS OF CONTRACT

This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2017; the General Conditions of Contract (GCC) and the following applicable other Special Conditions of Contract.

The offers must remain valid for a period of 120 days from the closing date of the submission of bids.

#### 1. CONTRACT PERIOD

1.1 The contract is for 36 months.

#### 2. EVALUATION CRITERIA

There are three stages in the selection process, namely,

- a) Stage one: Administrative Compliance
- b) Stage two: Functionality Criteria
- c) Stage three: Completed form (Evaluation)

Ensuring that bids comply with administrative Compliance and the price and specific goal.

##### 2.1. Stage 1 - Administrative Compliance

Check and verify compliance with the submission and completion of compulsory bid documents viz Annexure A, Sections A to Q. Failure to comply with any of the sections contained in the bid document that constitute step one will render the bid invalid

#### 3. BID APPEAL TRIBUNAL

##### PLEASE NOTE:

Any appeals regarding the award of this bid should be lodged within 5 working days from the date of the publication of bid results in the Government Tender Bulletin which is published every week on Friday and may be down loaded from the website [www.tenderbulletin.gov.za](http://www.tenderbulletin.gov.za).

The address provided for the lodging of appeals is:

**The Chairperson  
Bid Appeals Tribunal  
Private Bag X9082  
Pietermaritzburg  
3200**

FAX NO.: (033) 897 4501

**SECTION J**

**AUTHORITY TO SIGN A BID**

**BIDDERS MUST COMPLETE THE RELEVANT APPLICABLE SECTION: A, B, C, D, E, F & G HEREUNDER**

**A. CLOSE CORPORATION**

In the case of a close corporation submitting a bid, a certified copy of the Founding Statement of such corporation shall be included with the bid, together with the resolution by its members authorizing a member or other official of the corporation to sign the documents on their behalf.

By resolution of members at a meeting on ..... 20..... at .....

.....Mr/Ms....., whose signature appears below, has been authorised to sign all documents in connection with this bid

on behalf of (Name of Close Corporation) .....

.....

**SIGNED ON BEHALF OF CLOSE CORPORATION:** ..... (PRINT NAME)

**IN HIS/HER CAPACITY AS** ..... **DATE:** .....

**SIGNATURE OF SIGNATORY:** .....

**WITNESSES:**

1.....

2.....

**B. COMPANIES**

If a Bidder is a company, a certified copy of the resolution by the board of directors, personally signed by the chairperson of the board, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid, that is before the closing time and date of the bid

**AUTHORITY BY BOARD OF DIRECTORS**

By resolution passed by the Board of Directors on.....20....., Mr/Mrs.....

..... (whose signature appears

below) has been duly authorised to sign all documents in connection with this bid on behalf of

(Name of Company) .....

**IN HIS/HER CAPACITY AS:** .....

**SIGNED ON BEHALF OF COMPANY:** .....

(PRINT NAME)

**SIGNATURE OF SIGNATORY:** ..... **DATE:** .....

**WITNESSES:**

1. ....

2.....

**C. SOLE PROPRIETOR (ONE – PERSON BUSINESS)**

I, the undersigned..... hereby confirm that I am the

sole owner of the business trading as .....

.....

.....  
**SIGNATURE**

.....  
**DATE**



**E CO-OPERATIVE**

A certified copy of the Constitution of the co-operative must be included with the bid, together with the resolution by its members authoring a member or other official of the co-operative to sign the bid documents on their behalf.

By resolution of members at a meeting on ..... 20..... at .....

Mr/Ms....., whose signature appears below, has been authorised to sign all documents in connection with this bid on behalf of (Name of cooperative).....

**SIGNATURE OF AUTHORISED REPRESENTATIVE/SIGNATORY:**

.....

**IN HIS/HER CAPACITY AS:** .....

**DATE:** .....

**SIGNED ON BEHALF OF CO-OPERATIVE:** .....

**NAME IN BLOCK LETTERS:** .....

**WITNESSES:**

1. ....

2.....

**F JOINT VENTURE**

If a Bidder is a joint venture, a certified copy of the resolution/agreement passed/reached signed by the duly authorized representatives of the enterprises, authorizing the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the joint venture must be submitted with this bid, before the closing time and date of the bid.

**AUTHORITY TO SIGN ON BEHALF OF THE JOINT VENTURE**

By resolution/agreement passed/reached by the joint venture partners on.....20.....,

Mr/Mrs....., Mr/Mrs.....

Mr/Mrs..... and Mr/Mrs..... (whose signatures appears below) has been duly authorised to sign all documents in connection with this bid on behalf of:

(Name of Joint Venture) .....

**IN HIS/HER CAPACITY AS:** .....

**SIGNED ON BEHALF OF COMPANY:** .....  
(PRINT NAME)

**SIGNATURE:** .....

**DATE:** .....

IN HIS/HER CAPACITY AS: .....

SIGNED ON BEHALF OF COMPANY: .....

(PRINT NAME)

SIGNATURE: .....

DATE: .....

IN HIS/HER CAPACITY AS: .....

SIGNED ON BEHALF OF COMPANY: .....

(PRINT NAME)

SIGNATURE: .....

DATE: .....

IN HIS/HER CAPACITY AS: .....

SIGNED ON BEHALF OF COMPANY: .....

(PRINT NAME)

SIGNATURE: .....

DATE: .....

**G. CONSORTIUM**

If a bidder is a consortium, a certified copy of the resolution/agreement passed/reached signed by the duly authorized representatives of concerned enterprises, authorizing the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the consortium must be submitted with this bid, before the closing time and date of the bid.

**AUTHORITY TO SIGN ON BEHALF OF THE CONSORTIUM**

By resolution/agreement passed/reached by the consortium on.....20.....,

Mr/Mrs..... and Mr/Mrs..... (whose signatures appears below) has been duly authorised to sign all documents in connection with this bid on behalf of:

(Name of Consortium) .....

IN HIS/HER CAPACITY AS: .....

SIGNATURE: .....

DATE: .....

**SECTION K**  
**TERMS OF REFERENCE**

<b>TERMS OF REFERENCE FOR THE ESTABLISHMENT AND OPERATION OF A CONSULTANTS PANEL FOR THE PLANNING, DESIGN, IMPLEMENTATION AND EVALUATION OF AGRICULTURAL AND RELATED INFRASTRUCTURE</b>
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**GENERAL**

**1. Background**

1.1. The planning and development of infrastructural works is one of the National and Provincial Governments key focus points for service delivery. However, it is hampered by the challenges the Department experiences with the procurement of services for the implementation of the works, as well as their planning and design. Part of the problem is the unavailability of a panel with specialist companies that have been pre-screened and approved for registration on the basis of their suitability for the various categories of works the Department gets involved in.

**2. Objective of the panel**

2.1. The Agricultural Infrastructure Consultants panel (AICP) will serve as a readily available panel of pre-approved specialists for consulting services for the preparation, planning, implementation and evaluation of Agricultural and related Infrastructural projects.

**3. Validity of the panel**

3.1. The panel will have a validity period of 3 years after approval of the panel by the Bid Award Committee.



**TERMS OF REFERENCE FOR THE ESTABLISHMENT AND OPERATION OF A  
CONSULTANTS PANEL FOR THE PLANNING, DESIGN, IMPLEMENTATION AND  
EVALUATION OF AGRICULTURAL AND RELATED INFRASTRUCTURE**

**C | SPECIAL TERMS AND CONDITIONS**

**1. INTRODUCTION**

- 1.1. Applicants must ensure that they are fully aware of all the Terms and Conditions contained in this bid document. Only panel members that fully meet the prequalification shall be considered.
- 1.2. The applicant is required to check the number of consecutively numbered pages. Should any found to be missing or in duplicate, or the text of figures indistinct, or should there be any doubt or obscurity as to the meaning of any part of these documents, the applicant must ascertain the true meaning or intent of the same prior to the submission of his/her Bid. No claims arising from any incorrect interpretation will be admitted.

**2. ACCEPTANCE OF BID**

- 2.1. Once quotes has been received; the Departmental Bid Adjudication Committee is under no obligation to accept any bid.

**3. AWARD**

- 3.1. Applicants who meet the administration compliance shall be scored on functionality and only. Applicants with a minimum score of 75 shall be registered as panel member.

**4. BASIS OF QUANTITIES**

- 4.1. Quantities are not reflected on this document as we are creating a panel.

**5. CHANGE OF ADDRESS**

- 5.1. Panel members must advise the Departmental Supply Chain Management, Contract Administration should their ownership or address (domicilium citandi et executandi) details change from the time of bidding to the expiry of the contract.

**6. INVOICES**

- 6.1. All invoices submitted by the Consultant must be Tax Invoices indicating quantity ordered and quantity delivered, the amount of tax charged and the total invoice amount.
- 6.2. A tax invoice shall be in the currency of the Republic of South Africa and shall contain the following particulars:
  - 6.2.1. The name, address and registration number of the service provider;
  - 6.2.2. The name and address of the recipient;
  - 6.2.3. An individual serialized number and the date upon which the tax invoice is issued;
  - 6.2.4. A description of the goods supplied or services rendered;
  - 6.2.5. A detailed description of the services rendered with reference to the relevant ECSCA Guidelines work categories, including time sheets.

- 6.2.6. The value of the services rendered, the amount of tax charged and the consideration for the services: or where the amount of tax charged is calculated by applying the tax fraction to the consideration for the supply and either the amount of the tax charged, or a statement that it includes a charge in respect of the tax and the rate at which the tax was charged.

## **7. IRREGULARITIES**

- 7.1. Companies are encouraged to advise the Department timeously of any possible irregularities which might come to their notice in connection with this or other contracts.

## **8. LATE BIDS**

- 8.1. Bids are late if they are received at the address indicated in the bid documents after the closing date and time.
- 8.2. A late bid shall not be considered and, where practical, shall be returned unopened to the applicant, accompanied by an explanation.

## **9. APPOINTMENT TO THE PANEL**

- 9.1. The successful applicant shall be notified via an advert in the same platform as the invitation to tender.

## **10. PAYMENT FOR SUPPLIES AND SERVICES**

- 10.1. A consultant shall be paid by the Department in accordance with supplies delivered and services rendered. A detailed description of the services rendered with reference to the relevant ECSA Guidelines work categories, including time sheets will accompany any claim.
- 10.2. Any query concerning the non-payment of accounts must be directed to the Department. The following protocol shall apply if accounts are queried:
  - 10.2.1. Contact must be made with the Director: Engineer Services, or the District Director, whichever may apply. If there is no response from the District office, the Director: Finance must be contacted;
  - 10.2.2. Information as contained on the Central Suppliers Database must be valid/correct. Non-compliance with Tax Requirements shall affect payment.

## **11. PERIOD OF CONTRACT**

- 11.1. The panel will be for a period of 3 years.

## **12. ORDER OF PRECEDENCE**

- 12.1. This invitation to bid/quote is issued in accordance with the provisions of the Public Finance Management Act (PFMA), Chapter 16 A of the Treasury Regulations and shall be subject to the provisions of the National Treasury Government Procurement General Conditions of Contract (July 2010).

- 12.2. The Special Terms and Conditions are supplementary to that of the General Conditions of Contract. Where, however, the Special Terms and Conditions conflict with the General Conditions of Contract, the Special Terms and Conditions shall prevail.

### **13. SUPPLIERS DATABASE REGISTRATION**

- 13.1. An applicant submitting an offer must be registered on the Central Suppliers Database at National Treasury. A panel member who has submitted an offer and is not registered on the Central Suppliers Database shall not be considered at the time of award. No pending registrations shall be considered.
- 13.2. A Joint Venture/Consortium must be registered on the Central Suppliers Database at the time of submitting the bid.

**NB: If an applicant is found to be employed by the State and is on the Central Suppliers database, the applicant shall be disqualified.**

### **14. TAX AND DUTIES**

- 14.1. During quotation stage, prices offered and paid must include all customs, excise, and import duties, and any other tariffs or taxes levied by the government or statutory body having jurisdiction on the goods provided under this contract, including Value Added Tax (applicable at the current rate).

### **15. VALIDITY PERIOD OF BID AND EXTENSION THEREOF**

- 15.1. The validity (binding) period for the bid/quote shall be 120 days from close of bid. However, circumstances may arise whereby the Department will request panel members to extend the validity (binding) period. Should this occur, the Department shall request panel members to extend the validity (binding) period under the same terms and conditions as originally offered for by panel members. This request shall be done before the expiry of the original validity (binding) period.

### **16. VALUE ADDED TAX (VAT)**

- 16.1. Bid prices must be inclusive of 15% VAT.
- 16.2. Panel members who make taxable supplies in excess of R1 million in any 12-month consecutive period are liable for compulsory VAT registration, but a person may also choose to register voluntarily provided that the minimum threshold of R50 000 (as of 1 March 2010) has been exceeded in the past 12-month period. Panel members who meet the above requirement must register as VAT vendors, if successful, within one month of award of the bid.
- 16.3. For the purposes of calculating preference points, VAT shall not be considered during quotation process.

### **17. CONFIRMATION OF THE SCOPE OF SERVICES REQUIRED/ SERVICE LEVEL AGREEMENT**

- 17.1. The successful Panel member and the Department will sign a CSSR (Confirmation of the Scope of Services Required) agreement / Service Level Agreement (SLA) prior to commencement of works. A proposed schedule of works must be provided by the
- 17.2.

consultant for the approval of the Engineer within two weeks of receiving notification of a successful bid.

## **18. QUANTITIES OF WORK**

18.1. The Consultant shall receive payment only for the works executed and approved by the Engineer. Hourly time sheets and detailed descriptions of the work done with reference to the work categories as per the ECSA Guidelines in the CSSR should accompany the claims.

## **19. PROGRESS PAYMENTS**

19.1. Payment shall only be made for claims that are commensurate with the works actually executed and complete on the basis of claims that are accompanied by the detailed time sheets and other relevant detailed information regarding the work done.

19.2. If any item or part of an item in an invoice is disputed, the Engineer shall give notice to the consultant explaining the reasons why the claim is not accepted and requesting him/her to provide a justification for the disputed item(s), and to bring the claim into alignment with the actual work done if no justification can be given.

19.3. Part payments will be made after the Engineer has approved the work and all required documentation has been received.

**TERMS OF REFERENCE FOR THE ESTABLISHMENT AND OPERATION OF A CONSULTANTS  
PANEL FOR THE PLANNING, DESIGN, IMPLEMENTATION AND EVALUATION OF  
AGRICULTURAL AND RELATED INFRASTRUCTURE**

**D | PRINCIPLES AND PROCEDURES FOR THE ESTABLISHMENT OF THE PANEL**

1. Provincial registration

Registration with the PANEL will be for work in the entire Province of KZN.

2. Location

Applicant must have an office/administrative presence in KZN.

3. Registration per discipline

There are 12 consulting disciplines under which companies can register. These form the fields of work in which the Department is most likely to require direct appointments. Companies can register for any number of disciplines, provided they have the required expertise in-house.

4. Registration per work categories

The Disciplines are subdivided in various Work Categories. In order to achieve an as close as possible match between the works to be done and the expertise of the consultant to be appointed, the invitation to provide a quotation will go to those companies having the closest experience profile in terms of the various **work categories** listed under these Disciplines.

5. Matching competencies.

Required experience, skills and knowledge for a particular job must match as closely as possible the ones available for companies registered with the panel. In order to achieve this, companies will be registered for one or more work categories that reflect(s) as closely as possible their particular field of operation and expertise. In addition, within that Work Category, they will be registered with their Highest Previous Appointment Value (HPAV) categories for work they have completed, as per the description on page 3 of the Application Form KZNDARD/AICP/2023/01. In addition, the Highest Project Value (HPV) of that part of the project for which the panel applicants received their HPAV, will be registered as well. A panel member can be appointed for a job that is up to twice the HPAV as indicated in Cell 7 of Appendix C1- Project Detail.

6. Direct or indirect employment of specialists

At the point of registration, panel members have to show that they have all required expertise for the particular Work Category employed in-house. If the in-house specialist required for a job would not be employed anymore by the time the invitation to quote is issued, the panel member (PM) should submit proof of a replacement specialist of at least the same seniority and experience as the one who left. When invited to quote for a job, PM's are allowed to sub-contract work to specialist sub-consultants but only in those instances where one or more additional specialists are required, from another than the Work Category for which the panel member has been selected (which would form the bulk of the work), and for which the selected panel member should have the in-house capacity.

7. AICP updates

The AICP will be updated annually. Panel members will be asked to submit an updated list of key personnel who are doing/ are earmarked to do work in the categories of registration if their staff component has changed. Also during the updating process they could submit proof of additional experience they have gained since the last update, and apply for registration for additional work categories and/or higher Value Appointment levels. This would also be an opportunity to effect voluntary deregistration for a work category for those cases where a panel member has lost staff and not been able to replace him/her.

## 8. Application period

The deadline for application for inclusion into the AICP will be as per the BSC stipulated date, but not less than two weeks after the briefing during which the compilation and functioning of the panel will be explained. No applications for panel membership from new companies will be considered during the first three years that the Consultants panel will be in place.

## 9. CSD Registration

Panel members who are directly appointed for a job must be registered on the Central Suppliers panel (CSD).

## 10. Professional Registration

For individual Engineers, Engineering Technologists and Technicians the professional body to be professionally registered with would be ECSA (Engineering Council of South Africa). Irrigation design specialists with proven experience to be considered for inclusion of the panel could either be registered with ECSA, or can be SABI approved designers. For specialists in the non-engineering fields like Surveying, Geotechnics, Hydrogeology and Environmental Assessments, registration is compulsory and would be with the relevant statutory and/or professional body.

Key staff who have been allocated to a project do not have to be registered themselves, but their work must be signed off by a person registered with the regulatory or professional body of the discipline under which the work falls. Consultants to submit proof of professional registration of at least one professional qualified in the work category.

## 11. CV's

Applicants to include abbreviated CV's, with proof of qualification, and registration (if applicable), of the professionals they intend to use.

## 12. Fees and Lump sums

Minimum and maximum hourly fees and lump sums on the basis of percentages of the estimated project costs will be determined via the gazetted 2021 ECSA GPF (Guideline Professional Fees - Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000 (Government Gazette No. 44333, 26 March 2021, or latest versions thereafter).

## 13. Invites based on highest value of completed previous appointments (HVPA)

In order to prevent a possible misalignment of the required capability and the capability offered by the panel member, registered consultants will only be invited to quote for works for which the pre-bid project estimate as determined by Engineering Services (the total of construction cost and professional fees) is **no more than twice** the highest value of (completed) previous appointments (HVPA).

# TERMS OF REFERENCE FOR THE ESTABLISHMENT AND OPERATION OF A CONSULTANTS PANEL FOR THE PLANNING, DESIGN, IMPLEMENTATION AND EVALUATION OF AGRICULTURAL AND RELATED INFRASTRUCTURE

## E | PRINCIPLES AND PROCEDURES FOR PROCUREMENT FROM THE PANEL

### 1. PROCUREMENT FROM THE PANEL

The approach that shall be adopted by the DARD when procuring and appointing from the panel shall be as follows:

- 1.1. Service providers will be required to perform services throughout the province of Kwa-Zulu Natal.
- 1.2. Requirements shall be determined per project
- 1.3. Specifications and request for quotation documents shall be prepared
- 1.4. Quotations shall then be solicited from all the qualifying service providers in the panel as per their 12 disciplines.
- 1.5. Evaluation and awarding shall be done according to price and specific goals advanced by the Department
- 1.6. Purchase order will be generated and a CSSR (Confirmation of the Scope of Services Required) /SLA (Service Level agreement) will be signed.
- 1.7. If the contract would include the implementation of infrastructure, a site hand-over shall be conducted with all the relevant stakeholders
- 1.8. The programme of works shall be obtained from the appointed service provider, which shall be approved by the responsible engineer/technician within 7 days.

**NB: Consultants will be appointed for work in the work category they have been registered for in the panel. DARD does not guarantee that all panelist will be awarded work.**

2. The panel will work like a panel from which per project a certain number of consultants will be approached for a quotation. Shortlisting for the invitations to provide quotations will be based on:
  - 2.1. An as close as possible match between the Project Profile PP (the work categories and/or discipline(s) required for the project as identified by Engineering Services) and the Company Profile;
  - 2.2. The highest value of a previous appointment (HVPA) for work successfully completed by the panel member; (primary criterion);
  - 2.3. The project cost estimate (secondary criterion).
3. The Departmental section responsible for the works, Engineering Services, formulates the Project Profile in terms of the Disciplines/Work categories of section C below. This may be one single Discipline/ category, or a combination of 2 or more. In the latter case the various applicable work categories will be weighed, and the appointed consultant will have been selected on the basis of active registration with the Work Category that forms the bulk of the works (has the highest weighting). That panel member will in such cases also act as a **principal consultant** in terms of the 2021 ECSA GCF and nominate one or more sub-consultant(s) for those fields for which he/she does not have the in-house capacity. A comprehensive CV or Company profile will be required for the proposed sub-consultant if he/she is not a panel member.
4. The brief will be further defined as per the Guideline Scope of Services (Chapter 3) of the 2021 ECSA GCF:
  - 4.1 Planning, Studies, Investigations and Assessments
  - 4.2 Normal services
  - 4.3 Additional services

5. In case **more than one** discipline/work category has been identified, but no panel members are listed for the level and work category with the highest weighting, panel members listed in the same work category but listed in a different appointment level will be invited. If none, or not enough, panel member would qualify, all panel members of the work category with a weighting just below that will be invited, and selected from the same level as the main work category.
6. If **no** company fits the Project Profile, invitations to quote will be sent to panel members of the Civil Engineering, Architecture or Quantity Surveyors disciplines, who will then serve as **principal consultant** and subsequently nominate sub-consultants.
7. The **total project cost estimate** will be determined by the total of the estimates for all work categories.
8. Depending on the type of consultancy work required, panel members will be invited to submit quotations on the basis of a percentage of the estimated project value (if the scope of work is well known and the BoQ well-defined), hourly fees (largely in the case of a less well defined brief and conceptualisation of a project or programme), or a combination thereof. The 2021 ECSA GCF guidelines will be adhered to in the determination of the type of quotation that will be required in this regard.
9. Acceptable minimums and maximums values for lump sum and time based quotations will be determined by application of the most recent (presently 2021) relevant ECSA GCF Guideline Tariff of Fees (Chapter 4) calculation tables, and the Typical % Fee graph in the Preamble.
10. For the simple/smaller projects with a limited scope, and for which no separate proposal is required, the selection procedure will be focussing on price and Departmental specific goals alone.
11. For bigger and more complicated projects, and those for which a proposal is required, price **and** the quality of the proposal (“technical functionality”) will be decisive. At the time of the invitation the relevant criteria and their weighting will be made known to the invited panel members. In addition, the Department will provide a list of all returnable documents required for the bid. Apart from these, it is assumed that all lited consultants are compliant with all long-term administrative/SCM requirements on account of them being listed in the panel. If there were to be annual requirements, like tax certificates, these could be requested during the shortlisting phase of the selection process.
12. The selection procedure will be as follows:
  - 12.1. Engineering services (ES) determines the scope of works for the project/programme and determines the most relevant discipline/work category for it.
  - 12.2. ES compiles criteria for the assessment of the proposals in terms of the Technical Functionality (only if applicable);
  - 12.3. In the case of complicated and/or high value projects or programmes, which may require a multi-disciplinary approach, in first instance panel members with a multi-disciplinary staff profile will be shortlisted. If no, or not enough, PM's are in that work category, the rest of the panel members listed for that work category will be invited. The panel member who gets appointed will in this case serve as a **principal consultant** in terms of the 2021 ECSA GCF, or most recent updated and gazetted version thereof.
  - 12.4. ES determines the Project Profile, including the required work discipline(s) and work category/ies for the job, and the minimum Highest Value of Previous Appointments (HVPA) the panel members need to have registered with to be invited for a quote.
  - 12.5. SCM selects from the panel those companies who comply with the Project Profile as determined by ES, and invites quotes.
  - 12.6. If required, SCM will invite panel members to a briefing before closing of the quote deadline.



- 12.7. The deadline for submission of the quotes/proposals will be 2-3 weeks after the bid briefing.  
Those shortlisted may be requested to compile a full proposal and present it to a meeting in which the proposals will be scored on technical functionality.
  - 12.8. ES in conjunction with SCM to check technical responsiveness of the bids, viz the completeness of the required submission.
  - 12.9. SCM in conjunction with ES assesses quotes and verifies if quotes are within the minimum and maximum fees and percentages bandwidths provided by the ECSA 2021 GCF and other gazetted guidelines pertaining to non-Engineering fields.
  - 12.10. In the case of a full proposal, SCM with ES will evaluate technical functionality (20 pts max) and score the bids on pricing for a 80% weighting. In the case of a presentation, the highest scoring panel member will get 20 pts, the second highest 15 pts, third highest 10 pts and fourth highest 5 pts.
13. The appointment pertaining to **Engineering disciplines** will as much as possible be in line with the Scope of services and related fees of the gazetted 2021 ECSA Guideline Professional Fees - Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000, Chapter 3.
  14. In the case of the **appointment of architects**, the GPF-AP (Guideline Professional Fees in terms of Section 34 (2) of the Architectural Profession Act, 2000 Act 44 of 2000, published in the Government Gazette No. 45554 of 21 November 2021) will guide the determination of hourly fees and remunerations.
  15. In the case of appointments of **consultants from other categories of work**, wherever they are available, the determination of the fees will be guided by the latest rates for that category as published by the Department of Public Works and Infrastructure.
  16. Maximum rates for **reimbursable expenses** will be determined as per the latest updates version of the RATES FOR REIMBURSABLE EXPENSES as published by the National Department of Public Works & Infrastructure.
  17. A CSSR (Confirmation of the Scope of Services Required) agreement will be signed by the Department and appointed consulting engineer. It outlines in detail the type and extent of the services to be delivered as per the 2021 ECSA GCF, and the remuneration of the consulting engineer and related commercial terms.

#### 18. Contract Price Adjustments (CPA)

An appointed consultant can request a contract price adjustment if:

- 18.1. the official approved timeline/work schedule for the delivery of the services exceeds the period of 1 year for a Normal Services Stages 1-4 appointment;
- 18.2. the scope of services as per 2021 ECSA GCF includes the stages 5 (Monitoring and Implementation) and/or 6 (Close Out), and the completion of the Implementation stage would take the consultant's involvement to beyond 12 months after the signing of the CSSR.
- 18.3. Approved scope changes result in a substantial increase in the volume or complexity work, the value of which would exceed the Contingencies amount.
- 18.4. Contract Price Adjustments will be in line with the latest issue of STATSA Contract Price Adjustment Provisions (CPAP) indices for the relevant Work Group and/or Selected Materials for the contract.

### 19. EVALUATION CRITERIA

#### 19.1. **Evaluation Phases**

All applications for panel membership received shall be evaluated as follows:

- 19.1.1. Stage 1 : Administrative Compliance
- 19.1.2. Stage 2 : Functionality Criteria
- 19.1.3. Stage 3 : Completed Form (Evaluation)

**19.2. Compulsory administrative compliance**

- 19.2.1. Applications must meet the Special Terms and Conditions in all aspects as stipulated in these Terms of Reference.
- 19.2.2. Fields Of Expertise / Experience (B) must be completed and signed by the applicant.
- 19.2.3. All information required in the application for panel membership must be accurate and duly completed including all the appropriate signatures.
- 19.2.4. Use of correction fluid is prohibited.
- 19.2.5. Any alterations must be initialled.
- 19.2.6. Under no circumstances may the application forms be retyped or redrafted. However, if additional space is required, these pages can be attached to the relevant page, or be inserted, with a notification on the original page that a page has been added.
- 19.2.7. Central Suppliers Database registration number.

**19.3. Compulsory Documents, must be submitted with a bid:**

- 19.3.1. A certified copy of the Resolution by the board of directors, personally signed by the chairperson of the board, authorizing the person who signs this application to do so, as well as to sign any contract resulting from inclusion in this panel and any other documents and correspondence in connection with this application and/or contract on behalf of the company must be submitted with this bid, where applicable, as per SBD 11.
- 19.3.2. A certified copy of a valid BBBEE certificate or valid sworn affidavit.
- 19.3.3. Proof of registration with the relevant professional body for consultants (if applicable).
- 19.3.4. Proof of ECSA or other professional registration body for those registering as individual professionals
- 19.3.5. Proof of professional indemnity and Public liability Insurances

**19.4. Functionality Evaluation Criteria**

- 19.4.1. Relevant Experience, resources and locality will be the factors in evaluating received applications for panel membership.
- 19.4.2. The applications for panel membership will be evaluated individually on score sheets, by a Representative evaluation panel, according to the below mentioned evaluation criteria.
- 19.4.3. All service providers who score less than a minimum functionality score of 75 points will not be included in the panel.

19.4.4. The evaluation criteria is as in Table 1 below:

Table 1: Evaluation Criteria

NO	EVALUATION MATRIX	DESCRIPTION	PTS %	MEANS OF VERIFICATION
1.	<b>Relevant Experience</b>	<p>Previous experience of an applicant in providing Engineering Consulting works</p> <p>Ten (10) points will be allocated per project/appointment</p>	<b>50</b>	<p>Proof of Purchase order or Appointment letter &amp; Completion certificates or Reference letter.</p> <p>In order to score the maximum of 10 points service provide must provide the combination of the above documents for each project/appointment. Certificates /proof of payment for those projects must be submitted</p>
2	<b>Resources</b>	(i)Human Resources Management	<b>20</b>	<p>Business Profile and Organogram of the organization as well as</p> <p>Curriculum vitae (CV's,</p> <p>Relevant qualifications and certificate from prof bodies per Discipline</p>
3.	<b>Locality</b>	<p>Locality of the service provider Facilities (Regional Offices in KZN) =30</p> <p>Outside of KZN = 5</p>	<b>30</b>	Municipality Bills/Business Letters / Bank statement/ SARS pin/Lease Agreements (Not Older than 3 Months)
		<b>TOTAL</b>	<b>100</b>	
		<b>Minimum Passing Score</b>	<b>75</b>	
<p><b>* <u>NB : Compulsory</u> – if service provider meets the Minimum Functionality Threshold, but fails to score a minimum of 30 points in experience will be disqualified</b></p>				

**NB.**

- The Department reserves the right to verify all information submitted.
- Non-compliance with the above shall result in elimination from further evaluation.
- Where copies of original documentation are submitted, those copies must be certified and must not be copies of certified copies.
- Original certification should not be older than six (6) months.
- Failure to comply with this requirement shall invalidate the bid submitted.

**TERMS OF REFERENCE FOR THE ESTABLISHMENT AND OPERATION OF A  
CONSULTANTS PANEL FOR THE PLANNING, DESIGN, IMPLEMENTATION AND  
EVALUATION OF AGRICULTURAL AND RELATED INFRASTRUCTURE**

**F | GUIDELINES FOR THE APPLICATION FOR REGISTRATION WITH THE AICP**

## **1. General**

Application for inclusion in the panel is done via the completion of the Application Form, supported by documentation attesting to experience and expertise. Attendance of a briefing during which the establishment and operation of the panel will be explained before the closing date for application, is mandatory. The date for this briefing will be in the Expression of Interest advert.

## **2. Registration categories**

There are 12 **disciplines**, each divided into 2-5 **work categories** for which a company can apply to be registered with the panel. There are 28 work categories in total. Actual registration, the entry point for shortlisting, will be under a **work category**. In order to qualify for registration for a **work category**, applicants are to submit documentation proving that they have the expertise for and experience with the **works** that are listed under that work category.

Acceptance by the Department of the submitted valid and appropriate documentation for one work category, automatically results in listing of the company for that work category and discipline under which that work falls. However, for those work categories that would have high numbers of companies registered, or in the case of complicated or large projects or programmes, the Department may elect to zoom in on the experience presented in the **works** category when shortlisting, rather than to invite ALL panel members in that work category to quote.

## **3. Maximum number of registrations**

There is no limit as to the number of disciplines or work categories a consultant can apply for registration for. However, only select those fields which you consider a core activity of your company and that you can justify panel registration for on account of your company's experience and expertise.

## **4. Supporting documentation**

The following documents must be submitted in support of registration into a work category:

### Professional:

- Appointment letters
- Completion certificates of completed projects or Reference letter
- Recommendation letters
- CV's of key personnel\*
- Proof of registration with the relevant professional body for consultants (if applicable)
- Proof of ECSA or other professional registration body for those active registering as individual professionals.

## **5. Indication of specialised fields**

The applicant should indicate on Page 1 in which category his/her company is operating by ticking the applicable box(es).

## **6. Proof of expertise/experience**

Proof/ Incidentation of **at least 1 relevant appointment** for the work category for which inclusion in the panel is sought, needs to be submitted to be considered for a certain work category.

## **7. Applicant to fully complete all Work boxes for which panel inclusion is sought**

Registration for a category will **not** be considered if not **all** fields in columns D-G for that category in the Fields of Expertise/Experience list have been completed.

## **8. Registered Dam Engineers**

Category 2 Dam Engineers are ECSA registered Engineers who appear on the Department of Water and Sanitation Approved Professional Persons For Dams With a Safety Risk list. Section 117(a) of the National Water Act, 1998 (Act 36 of 1998), regulation 46 of the Dam Safety Regulations (GN No. R 139 dated 24 February 2012), applies.

Consultants using persons from this list, or individually listed persons, from work category 2.2) can also tick the box for the Category 1 dams, but the converse does NOT apply.



Directorate: Engineering Services | Private Bag X9059 | Pietermaritzburg | 3200 | Tel 033-3559100

**APPLICATION FOR REGISTRATION FOR THE AGRICULTURAL INFRASTRUCTURE CONSULTANTS DATABASE (AICD) PANEL FOR AGRICULTURAL ENGINEERING & RELATED DISCIPLINES** AUGUST 2023

**A | GENERAL INFORMATION**

>> Only independently registered companies may apply. No joint ventures.<<

**1) NAME OF COMPANY**

>>>

**2) WHAT IS/ARE THE MAIN CONSULTING FIELD(S) IN WHICH YOUR COMPANY IS OPERATING?**

*Tick the applicable box (es).  
 Indicate since when your company has been in this particular field. The starting date can precede the company registration date for that particular field.  
 For details of what is included in the broad categories below, see **Section B**.*

<input type="radio"/> [1]   AGRICULTURAL ENGINEERING	Since
<input type="radio"/> [2]   CIVIL/STRUCTURAL ENGINEERING	Since
<input type="radio"/> [3]   ELECTRICAL ENGINEERING	Since
<input type="radio"/> [4]   MECHANICAL ENGINEERING	Since
<input type="radio"/> [5]   GEOHYDROLOGY	Since
<input type="radio"/> [6]   ENVIRONMENTAL	Since
<input type="radio"/> [7]   ARCHITECTURE	Since
<input type="radio"/> [8]   PROJECT MANAGEMENT & QMS	Since
<input type="radio"/> [9]   GIS/ LIDAR	Since
<input type="radio"/> [10]   QUANTITY SURVEYORS	Since
<input type="radio"/> [11]   LAND SURVEYORS	Since
<input type="radio"/> [12]   INSTITUTIONAL AND SOCIAL DEVELOPMENT	Since

August 2023

Form Ref: KZNDARD/AICD/2023/01

**3) REGISTRATION NUMBER AND DATE OF YOUR COMPANY WITH CESA (CONSULTING ENGINEERS SOUTH AFRICA) OR OTHER RELEVANT REGULATORY/VOLUNTARY PROFESSIONAL BODY/BODIES OPERATING IN THE DISCIPLINES LISTED UNDER 2).**

> If you are applying as an **individual** consultant, your application will only be considered if you are **presently** registered as a professional with an in SA accredited regulatory professional body AND proof of registration is submitted with the application.

**4) LOCATION AND CONTACT DETAILS OF KWAZULU-NATAL OFFICE**

Consultants may have their head-office outside KZN but must have an **established official Office presence in KZN** at the time of application.

ADDRESS: Postal

ADDRESS: Physical

OFFICE NO. (Phone):

FAX NO.

E-MAIL ADDRESS:

CONTACT PERSON + CONTACT DETAILS (LANDLINE & CELL PHONE NUMBER):

LOCATION OF HEAD OFFICE AND BRANCH OFFICES:

➤ CESA REGISTRATION NUMBER <sup>1</sup>..... REGISTERED SINCE .....

➤ NAME OF ALTERNATIVE REGULATORY BODY (1):

.....

REGISTRATION NUMBER .....

REGISTERED SINCE .....

<sup>1</sup> Registration with CESA is not compulsory.

➤ NAME OF ALTERNATIVE REGULATORY BODY (2):

.....

REGISTRATION NUMBER .....

REGISTERED SINCE .....

**B | FIELDS OF EXPERTISE / EXPERIENCE****(1)**

This section lists the types of work the Department is involved in. Appointments are typically made for consultant type assistance, not for actual construction. Apart from the data provided in B applicants should complete Sections C and D, which solicits project and staff details.

<b>KEY FOR THE COMPLETION OF SECTION B</b>	
<b>Column (A)</b>	<b>Discipline</b> Select one or more of the 12 listed disciplines, which form your company's core business or key area(s) of operation.
<b>Column (B)</b>	<b>Work Category</b> This column lists the <i>Work Categories</i> , in the various <i>Disciplines</i> . Selection should be based on the in-house expertise (expected to be) available for the duration of the panel period. The Applicant registers for a certain Work Category via being approved for one or more Works (column C).
<b>Column (C)</b>	<b>Works</b> Incidental for more than one Work may be submitted. Particular Work expertise/Experience may be looked at in cases of a large number of companies being registered for a certain work category.
<b>Column (D)</b>	<b>No. of projects</b> Provide the <u>number</u> of projects undertaken in this work CATEGORY <i>from April 2013 up to now</i> . This could be for any of the WORKS listed under this CATEGORY. Ongoing infrastructure projects which have been completed <b>for at least 50%</b> may be included with an estimated completion percentage in terms of consulting involvement, which may differ from the physical on site implementation progress. Provide project details separately in Section (C) of this form.
<b>Column (E)</b>	<b>Highest Value of Previous Appointments (HVPA)</b> <u>Period</u> : April 2013 - Now. This applies to the total <b>net</b> (excluding amounts for travel & disbursements) remuneration of the company for consulting work for the six stages of Normal Services, as well as the Additional Services as per the ECSA 2021 Guideline Professional Fees Document. Provide <b>actual</b> values in Column (E).
<b>Column (F)</b>	<b>Highest Project Value (HPV)</b> <u>Period</u> : April 2013 – Now. This pertains to the estimated project value of the built infrastructure for which consulting services were delivered. Provide <b>actual</b> values of those part(s) of the project(s) you were directly responsible for in Column (F).
<b>Column (G)</b>	<b>Expertise</b> Provide number and names and short CV's, including copies of Qualifications, of key specialists presently employed per category.



**B | FIELDS OF EXPERTISE / EXPERIENCE**

**(2)**

<sup>9.</sup> Only populate cells that apply. Selection should be based on present staff complement. The applicant would qualify for the Works category (Column B) and Discipline (Column A) simultaneously.

(A)	(B)	(C)	(D)	(E)	(F)	(G)
DISCIPLINE	WORK CATEGORIES	WORKS	NO. OF PROJECTS (WORKS) <sup>1</sup>	HIGHEST VALUE OF APPOINTMENT <sup>1,2</sup>	HIGHEST PROJECT VALUE (R) <sup>1,2</sup>	EXPERTISE (No. and Names of staff employed per Work <u>Category</u> <sup>3</sup> )
1 AGRICULTURAL ENGINEERING	1.1 Animal housing and handling facilities	Cow sheds				
		Dip tanks				
		Feedlots				
		Piggeries and slurry dams				
		Poultry houses				
		Woolsheds				
		Housing/facilities of other animals				
		Aquaculture				
	1.2 Storage sheds & processing sheds and facilities & equipment for agricultural produce	Abattoirs				
		Dairy parlours				
		Mushroom sheds				
		Honey processing sheds				
		Vegetable/Flowers processing				
		Other processing facilities				
		Feed mills & Silo's				
		Essential oils extraction				
		Silage & Bio digesters				
Cold rooms						

<sup>1</sup> Appointment and project values only for that part of the work that the applicant had the final responsibility for, **not** for the entire project when sub-consulting. Exclude disbursements.

<sup>2</sup> Highest appointments values and Project value, although applicable to only 1 or perhaps several Works, will apply for the ALL Works for the ENTIRE work category.

<sup>3</sup> These are staff members presently employed by your company with expertise in the Works Category. *If need be, a separate list may be attached.*

**B | FIELDS OF EXPERTISE / EXPERIENCE**

**(3)**

Only populate cells that apply. Selection should be based on present staff complement. Works qualify the applicant for the Works category & Discipline simultaneously.

(A)	(B)	(C)	(D)	(E)	(F)	(G)
DISCIPLINE	WORK CATEGORIES	WORKS	NO. OF PROJECTS (WORKS) <sup>1</sup>	HIGHEST VALUE OF APPOINTMENT <sup>1,2</sup> <i>Brackets only. See Key</i>	HIGHEST PROJECT VALUE (R) <sup>1,2</sup> <i>Brackets only. See Key</i>	EXPERTISE <i>(No. and Names of staff employed per Work Category<sup>3</sup>)</i>
1 AGRICULTURAL ENGINEERING (CTD)	1.3 Horticultural infrastructure	Tunnels (PC, plastic)				
		Glass houses				
		Nurseries (shade cloth)				
		Hydroponics				
	1.4 Soil and water conservation and Farm land planning	Run off control & Grazing Man. Plans				
		Soil Conservation Structures				
		Water harvesting				
		Landuse/ Capab. assessments/ maps				
		Soil mapping				
		Roads				
	1.5 Irrigation & Drainage  Water supply	Flood irrigation				
		Irrigation (sprinkler, centre pivots)				
		Micro irrigation (micro jet/drip)				
		In-field subsurface drainage				
		Drainage canals/ off field drainage				
		Wind mill pumps				
		Boreholes (drilling, lining & Equipping)				

<sup>1</sup> Appointment and project values only for that part of the work that the applicant had the final responsibility for, **not** for the entire project when sub consulting. Exclude disbursements.<sup>2</sup> Highest appointments values and Project value, although applicable to only 1 or perhaps several Works, will apply for the ALL Works for the ENTIRE work category. <sup>3</sup> These are staff members presently employed by your company with expertise in the Works Category. *If need be, a list may be attached.*

**B | FIELDS OF EXPERTISE / EXPERIENCE**

**(4)**

Only populate cells that apply. Selection should be based on present staff complement. Works qualify the applicant for the Works category and Discipline simultaneously

(A)	(B)	(C)	(D)	(E)	(F)	(G)
DISCIPLINE	WORK CATEGORIES	WORKS	NO. OF PROJECTS (WORKS) <sup>1</sup>	HIGHEST VALUE OF APPOINTMENT <sup>1,2</sup> <i>Brackets only. See Key</i>	HIGHEST PROJECT VALUE (R) <sup>1,2</sup> <i>Brackets only. See Key</i>	EXPERTISE <i>(No. and Names of staff employed per Work Category)<sup>3</sup></i>
2 CIVIL & STRUCTURAL ENGINEERING	2.1 Works requiring certification by civil/ structural Engineers)	Large and/or multiple storeyed steel portal frame sheds (>500m <sup>2</sup> )				
		Larger bridges (concrete/steel/suspension)				
		Large concrete channels & other concrete works incorporating sloping slabs				
		Medium/Large concrete weirs > 3.0m high				
		Retaining walls (concrete - silage bunker walls and other soil pressured walls)				
		Larger (>100m <sup>3</sup> ) gabion protection works (river training walls, pipeline protection, etc.				
		Design and Specifications of residential housing and sewerage/septic tanks				
	2.2 Dams	Category 1 dams (capacity at least 50 000m <sup>3</sup> AND wall height >5m)				
		Category 2 dams (registered category 2 dam engineers only)				
	2.3 Structural Engineering	Design of complicated and large buildings and facilities				
Structural strength investigations of concrete, steel & other structural building						

<sup>1</sup> Appointment and project values only for that part of the work that the applicant had the final responsibility for, **not** for the entire project when sub consulting. Exclude disbursements.<sup>2</sup> Highest appointments values and Project value, although applicable to only 1 or perhaps several Works, will apply for the ALL Works for the ENTIRE work category. <sup>3</sup> These are staff members presently employed by your company with expertise in the Works Category. *If need be, a list may be attached.*

**B | FIELDS OF EXPERTISE / EXPERIENCE**

**(5)**

Only populate cells that apply. Selection should be based on present staff complement. Works qualify the applicant for the Works category and Discipline simultaneously.

(A)	(B)	(C)	(D)	(E)	(F)	(G)
DISCIPLINE	WORK CATEGORIES	WORKS	NO. OF PROJECTS (WORKS) <sup>1</sup>	HIGHEST VALUE OF APPOINTMENT <sup>1,2</sup> <i>Brackets only. See Key</i>	HIGHEST PROJECT VALUE (R) <sup>1,2</sup> <i>Brackets only. See Key</i>	EXPERTISE <i>(No. and Names of staff employed per Work Category)<sup>3</sup></i>
2 CIVIL & STRUCTURAL ENGINEERING (ctd)	2.4 Geo technical engineering	Soil mechanics				
		Rock Mechanics				
		Foundation Engineering				
		Geosynthetics Engineering				
3 ELECTRICAL ENGINEERING	3.1 Complex and/or large-scale electrical installations  CoC certification	Complex electrical installations (registered professionals only)				
		Testing of electrical installations Issuing of Certificates of Completion (Registered professionals only)				
		Electric fencing				
	3.2 Solar installations	Supply & installation of solar panels				
4 MECHANICAL ENGINEERING	4.1 Pumps	Large pumps/pump stations for irrigation & other agricultural applications				
	4.2 Equipment &	Agricultural machinery & equipment (research & development)				

<sup>1</sup> Appointment and project values only for that part of the work that the applicant had the final responsibility for, **not** for the entire project when sub consulting. Exclude disbursements.

<sup>2</sup> Highest appointments values and Project value, although applicable to only 1 or perhaps several Works, will apply for the ALL Works for the ENTIRE work category.

<sup>3</sup> These are staff members presently employed by your company with expertise in the Works Category. If need be, a list may be attached.

**B | FIELDS OF EXPERTISE / EXPERIENCE**

**(6)**

Only populate cells that apply. Selection should be based on present staff complement. Works qualify the applicant for the Works category and Discipline simultaneously.

(A)	(B)	(C)	(D)	(E)	(F)	(G)
DISCIPLINE	WORK CATEGORIES	WORKS	NO. OF PROJECTS (WORKS) <sup>1</sup>	HIGHEST VALUE OF APPOINTMENT <sup>1,2</sup> <i>Brackets only. See Key</i>	HIGHEST PROJECT VALUE (R) <sup>1,2</sup> <i>Brackets only. See Key</i>	EXPERTISE <i>(No. and Names of staff employed per Work Category<sup>4</sup>)</i>
5 <b>GEOHYDROLOGY</b>	5.1 Feasibility & Siting of boreholes	Pre-feasibility/ hydro census study/ Groundwater prob. assessment-desktop				
		Physical site assessment				
		Monitoring the drilling, testing & equipping				
6 <b>ENVIRONMENTAL</b>	6.1 NEMA Authorisations	Preparation & submission of environmental authorisation assessments (EIA & BAR) in terms of NEMA				
		EMPs (Env. Management Programmes for construction, operation & decommissioning)				
	6.2 Water Act Licenses	Water licenses (all sorts)				
	6.3 Waste management licenses Environmental Management: Waste Act. Act 59 of 2008)	Prep. & submission. of assessments i.t.o Waste management				
	6.4 Other authorisations	Prep. & submissions of assessments i.t.o other legislation (virgin land, land use change). Please Specify: >>				

<sup>1</sup> Appointment and project values only for that part of the work that the applicant had the final responsibility for, **not** for the entire project when sub consulting. Exclude disbursements.

<sup>2</sup> Highest appointments values and Project value, although applicable to only 1 or perhaps several Works, will apply for the ALL Works for the ENTIRE work category.

<sup>3</sup> These are staff members presently employed by your company with expertise in the Works Category. If need be, a list may be attached.

**B | FIELDS OF EXPERTISE / EXPERIENCE**

**(8)**

Only populate cells that apply. Selection should be based on present staff complement. Works qualify the applicant for the Works category and Discipline simultaneously

(A)	(B)	(C)	(D)	(E)	(F)	(G)
DISCIPLINE	WORK CATEGORIES	WORKS	NO. OF PROJECTS (WORKS) <sup>1</sup>	HIGHEST VALUE OF APPOINTMENT <sup>1,2</sup> <i>Brackets only. See Key</i>	HIGHEST PROJECT VALUE (R) <sup>1,2</sup> <i>Brackets only. See Key</i>	EXPERTISE <i>(No. and Names of staff employed per Work Category)<sup>3</sup></i>
10 QUANTITY SURVEYORS	10.1 Quantity Surveying	Preparation of Bills of Quantities and pricing schedules				
		Measuring and of completed work & preparation of Payment certificates				
	10.2 Principal Agent	Coordination of multidisciplinary and multi-faceted projects and programmes				
11 SURVEYORS	11.1 Engineering Survey	Topographical Surveys				
	11.2 Land Surveyors	Property sub-divisions, boundary determinations and title deeds				
12 INSTITUTIONAL & SOCIAL DEVELOPMENT	12.1 Institutional Development	Business Development				
		Skills development & Training				
	12.2 Social Development	Community dynamics & Conflict resolution				

<sup>1</sup> Appointment and project values only for that part of the work that the applicant had the final responsibility for, **not** for the entire project when sub consulting. Exclude disbursements.

<sup>2</sup> Highest appointments values and Project value, although applicable to only 1 or perhaps several Works, will apply for the ALL Works for the ENTIRE work category.

<sup>3</sup> These are staff members presently employed by your company with expertise in the Works Category. If need be, a list may be attached.

**APPENDIX C1 |**

**PROJECT DETAILS (1)**

Please give details of projects your company has been, or presently is, involved in with particular reference to the work categories listed under Section B which you want to register for. Provide details as per the format below. Two rows, 10 categories for every project. Indicate if the project in question is run by your own staff, or is subcontracted.

#	1 Work category code (Refer to Column B code from Section B)	2 Project name	3 Project Period	4 Project description	5 Total project value <sup>1</sup>
	6 Project value of work handled by your company <sup>1</sup>	7 Consulting fees <i>Incl. disbursements, travel, etc.</i> <sup>1</sup>	8 Name of staff member responsible	9 % of the work done in house – % of work outsourced	10 References Name & Phone #
1	1	2	3	4	5
	6	7	8	9	10
2	1	2	3	4	5
	6	7	8	9	10
3	1	2	3	4	5
	6	7	8	9	10
4	1	2	3	4	5
	6	7	8	9	10

<sup>1</sup> Description and project value for **entire** project. <sup>2</sup> Description and value of only **that part of the project** for which your consulting services were required.

**APPENDIX C1 |**

**PROJECT DETAILS (2)**

Please give details of projects your company has been, or presently is, involved in with particular reference to the work categories listed under Section B which you want to register for. Provide details as per the format below. Two rows, 10 categories for every project. Indicate if the project in question is run by your own staff, or is subcontracted.

#	1 Work category code (Refer to Column B code from Section B)	2 Project name	3 Project Period	4 Project description	5 Total project value <sup>1</sup>
	6 Project value of work handled by your company <sup>1</sup>	7 Consulting fees <i>Incl. disbursements, travel, etc.</i> <sup>1</sup>	8 Name of staff member responsible	9 % of the work done in house – % of work outsourced	10 References Name & Phone #
5	1	2	3	4	5
	6	7	8	9	10
6	1	2	3	4	5
	6	7	8	9	10
7	1	2	3	4	5
	6	7	8	9	10
8	1	2	3	4	5
	6	7	8	9	10

<sup>1</sup> Description and project value for **entire** project. <sup>2</sup> Description and value of only **that part of the project** for which your consulting services were required.



**APPENDIX C1 |**

**PROJECT DETAILS (3)**

Please give details of projects your company has been, or presently is, involved in with particular reference to the work categories listed under Section B which you want to register for. Provide details as per the format below. Two rows, 10 categories for every project. Indicate if the project in question is run by your own staff, or is subcontracted.

#	1 Work category code (Refer to Column B code from Section B)	2 Project name	3 Project Period	4 Project description	5 Total project value <sup>1</sup>
	6 Project value of work handled by your company <sup>1</sup>	7 Consulting fees <i>Incl. disbursements, travel, etc.</i> <sup>1</sup>	8 Name of staff member responsible	9 % of the work done in house – % of work outsourced	10 References Name & Phone #
9	1	2	3	4	5
	6	7	8	9	10
10	1	2	3	4	5
	6	7	8	9	10
11	1	2	3	4	5
	6	7	8	9	10
12	1	2	3	4	5
	6	7	8	9	10

<sup>1</sup> Description and project value for **entire** project. <sup>2</sup> Description and value of only **that part of the project** for which your consulting services were required.

Provide details in the format below of key staff presently in your employ who are likely to be considered for work done for our Department. Indicate registration status with the Engineering Council of South Africa (ECSA) or other relevant regulatory bodies where applicable. Indicate “PENDING” only if the application for a professional category has been actually sent up for adjudication, with submission date. Use the format below and supply short CV’s. A separate list may be added if more space is required.

#	Name	Regulatory body registered with	Registration Category	Registered since	Specialist for which Works? <sup>3</sup>
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

<sup>3</sup> Use listed Work Category Column (B) reference numbers (1.1 – 11.2) from Section B - FIELDS OF EXPERTISE / EXPERIENCE

Provide details in the format below of key staff presently in your employ who are likely to be considered for work done for our Department. Indicate registration status with the Engineering Council of South Africa (ECSA) or other relevant regulatory bodies where applicable. Indicate "PENDING" only if the application for a professional category has been actually sent up for adjudication, with submission date. Use the format below and supply short CV's. A separate list may be added if more space is required.

#	Name	Regulatory body registered with	Registration Category	Registered since	Specialist for which Works? <sup>3</sup>
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					

<sup>3</sup> Use listed Work Category Column (B) reference numbers (1.1 – 11.2) from Section B - FIELDS OF EXPERTISE / EXPERIENCE.