



## KWAZULU-NATAL PROVINCE

**PUBLIC WORKS**  
REPUBLIC OF SOUTH AFRICA

**WIMS NUMBER** : **076026**

**DESCRIPTION OF SERVICE** : **THE APPOINTMENT OF A LAND SURVEYOR FOR  
DEPARTMENT OF HUMAN SETTLEMENTS: TO  
PROVIDE PROFESSIONAL SERVICE FOR  
SHALLCROSS: STORMWATER DRAINAGE UPGRADE  
& REHABILITATION AND RETAINING WALLS FOR THE  
RECTIFICATION OF 486 EXISTING FLATTED UNITS**

DEPARTMENT OF PUBLIC WORKS  
Private Bag X9041  
Pietermaritzburg  
3200

Contact Person :

Tel :

Central Suppliers Database : \_\_\_\_\_

**PLEASE NOTE THAT THIS QUOTATION IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN  
TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999, THE KWAZULU-NATAL SUPPLY CHAIN  
MANAGEMENT POLICY FRAMEWORK AND THE GENERAL CONDITIONS OF CONTRACT PRESCRIBED BY  
PROVINCIAL TREASURY.**

## TABLE OF CONTENT

### DOCUMENTATION TO BE SUBMITTED WITH BID

	<b>SECTION</b>
<b>Section A</b> Invitation to Bid	3-4
<b>Section B</b> Special Instructions and Notice to Bidders	5
<b>Section C</b> Registration on the Central Suppliers Database	6
<b>Section D</b> Declaration that information on Central Suppliers database is up to date	7
<b>Section E</b> Declaration of Interest	8-10
<b>Section F</b> Form of offer & Acceptance	11-13
<b>Section G</b> Specification, Evaluation Preference Point system & Pricing Schedule	14-27
<b>Section H</b> Official Briefing Session/Site Inspection Certificate	28
<b>Section I</b> Tax Clearance Certificate Requirements	29
<b>Section J</b> Authority to Sign a Bid	30-32
<b>Section K</b> Declaration of Bidder's Past Supply Chain Management Practices	33-34
<b>Section L</b> Certificate of Independent Bid Determination	35-37
<b>Appendix A</b> Checklist of returnable documents	38
<b>Appendix B</b> Contract data	39 - 45

## SECTION A INVITATION TO BID

**DESCRIPTION: THE APPOINTMENT OF A LAND SURVEYOR FOR DEPARTMENT OF HUMAN SETTLEMENTS: TO PROVIDE PROFESSIONAL SERVICE FOR SHALLCROSS: STORMWATER DRAINAGE AND RETAINING WALLS.**

**WIMS NUMBER: 076026**

**CLOSING DATE: TBA 2021**

**CLOSING TIME: 11H00 AM**

### **Compulsory Briefing:**

**Date** : N/A  
**Time** : N/A  
**Venue** : N/A

The successful bidder will be required to fill in and sign a written Contract Form

DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)  
KZN DEPARTMENT OF PUBLIC WORKS, ETHEKWINI REGIONAL OFFICE  
455A KING CETSHWAYO HIGHWAY, MAYVILLE  
DURBAN  
4091

**Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.**

Working hours 07h30 to 16h00 Weekdays.

ALL QUOTATIONS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS QUOTATION IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017 AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

<b>THE FOLLOWING PARTICULARS MUST BE FURNISHED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)</b>
---

NAME OF BIDDER	.....
POSTAL ADDRESS	.....
STREET ADDRESS	.....
TELEPHONE NUMBER	CODE.....NUMBER.....
CELLPHONE NUMBER	.....
FACSIMILE NUMBER	CODE .....NUMBER.....
E-MAIL ADDRESS	.....
VAT REGISTRATION NUMBER	.....
SIGNATURE OF BIDDER	.....
DATE	.....
CAPACITY UNDER WHICH THIS BID IS SIGNED	.....

**ANY ADMINISTRATIVE ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:**

Department : KZN - Department of Public Works  
Contact Person : Mrs. Khosi Ngcobo  
Tel : 063 687 6593  
E-mail address : Khosi.ngcobo@kznworks.gov.za

**ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:**

Contact Person : Theresa Mjenge  
Tel : 078 362 2084  
E-mail address : theresa.mjenge@kznworks.gov.za

## **SECTION B**

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

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

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 quotation/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. Quotation submitted must be complete in all respects.
5. Quotation 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 quotation shall be addressed in accordance with the directives in the quotation 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 quotation other than that shown on the envelope. If this provision is not complied with, such quotations/bids may be rejected as being invalid.
7. All quotations received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the quotation/bids. Where, however, a quotation is received open, it shall be sealed. If it is received without a quotation/bid number on the envelope, it shall be opened, the quotation number ascertained, the envelope sealed and the quotation number written on the envelope.
8. A specific box is provided for the receipt of quotations, and no quotation found in any other box or elsewhere subsequent to the closing date and time of quotation will be considered.
9. No quotation/bid sent through the post will be considered if it is received after the closing date and time stipulated in the quotation documentation, and proof of posting will not be accepted as proof of delivery.
10. No quotation submitted by telefax, telegraphic or other electronic means will be considered.
11. Quotation documents must not be included in packages containing samples. Such quotations may be rejected as being invalid.
12. Any alteration made by the bidder must be initialed.
13. Use of correcting fluid is prohibited
14. Quotation 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 quotations.
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.

## **SECTION C**

### **REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE**

- 1 In terms of the Public Finance Management Act (PFMA), 1999 (Act No 1 of 1999) Section 38 (1) (a) (iii) and 51 (1) (iii) and Section 76 (4) of PFMA National Treasury developed a single platform, The Central Supplier Database (CSD) for the registration of prospective suppliers including the verification functionality of key supplier information.
- 2 Prospective suppliers will be able to self-register on the CSD website: [www.csd.gov.za](http://www.csd.gov.za)
- 3 Once the supplier information has been verified with external data sources by National Treasury a unique supplier number and security code will be allocated and communicated to the supplier. Suppliers will be required to keep their data updated regularly and should confirm at least once a year that their data is still current and updated.
- 4 Suppliers can provide their CSD supplier number and unique security code to organs of state to view their verified CSD information.

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**CSD Number**

**SECTION D**  
**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/authorised representative).....

....., WHO REPRESENTS (state name of bidder).....

.....

AM AWARE OF THE CONTENTS OF THE CENTRAL SUPPLIER'S 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 QUOTATION/BID.

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

.....

**NAME OF BIDDER**

.....

**SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE**

**DATE:**.....

## SECTION E DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative:.....

2.2 Identity Number:.....

2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>, member):

.....

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:

.....

2.5 Tax Reference Number:.....

2.6 VAT Registration Number:.....

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

2.7 Are you or any person connected with the bidder **YES / NO**  
presently employed by the state?

2.7.1 If so, furnish the following particulars:

<sup>1</sup>"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

<sup>2</sup>"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

Name of person / director / trustee / shareholder/ member: .....

Name of state institution at which you or the person  
connected to the bidder is employed : .....

Position occupied in the state institution: .....



Any other particulars:

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

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attach proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

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

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

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

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.

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

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES/NO**

2.10.1 If so, furnish particulars.

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

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? **YES/NO**

2.11.1 If so, furnish particulars:

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

**3 Full details of directors / trustees / members / shareholders.**

Full Name	Identity Number	Personal Income Tax Reference Number	State Employee Number / Persal Number

**4 DECLARATION**

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.  
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS

DECLARATION PROVE TO BE FALSE.

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of bidder**

**SECTION F  
FORM OF OFFER AND ACCEPTANCE**

**Offer**

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

**WIMS NO. 076026: THE APPOINTMENT OF A LAND SURVEYOR FOR DEPARTMENT OF HUMAN SETTLEMENTS: TO PROVIDE PROFESSIONAL SERVICE FOR SHALLCROSS: STORMWATER DRAINAGE UPGRADE & REHABILITATION AND RETAINING WALLS FOR THE RECTIFICATION OF 486 EXISTING FLATTED UNITS**

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

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

**The offered price for the Professional Services, inclusive of value added tax, is**

**R** ..... (in figures)

.....

..... **Rand** (in words)

This offer may be accepted by the Employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the Tender Data, whereupon the tenderer becomes the party named as the Service Provider in the conditions of Contract identified in the Contract Data.

**THIS OFFER IS MADE BY THE FOLLOWING LEGAL ENTITY:** (cross out block which is not applicable)

Company or close corporation:

.....  
.....

and: whose registration number is:

.....

and: whose income tax reference number is:

.....

**OR**

Natural person or partnership:

.....  
.....

whose identity number(s) is/are:

.....

whose income tax reference number is/are:

.....

**AND WHO IS** (if applicable):

Trading under the name and style of: .....

**AND WHO IS:**

Represented herein, and who is duly authorised to do so, by:  Mr/Mrs/Ms: .....  In his/her capacity as: .....	<b>Note:</b>  <b>A resolution / power of attorney, signed by all the directors / members / partners of the legal entity must accompany this offer, authorising the representative to make this offer.</b>
--	---

**SIGNED FOR THE TENDERER:**

Name of representative	Signature	Date

**WITNESSED BY:**

Name of witness	Signature	Date

The tenderer elects as its *domicilium citandi et executandi* in the Republic of South Africa, where any and all legal notices may be served, as (physical address):

.....  
 .....

**Other contact details of the Tenderer are:**

Telephone no: ..... Cellular phone no: .....

Fax no: .....

Postal address: .....

Banker: ..... Branch: .....

**Acceptance**

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

The terms of the Contract are contained in:

- Part C1 Agreements and Contract Data, (which includes this agreement)
- Part C2 Pricing Data
- Part C3 Scope of Services

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C3 above.

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

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the

conditions of Contract identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect, if sent by registered post, 4 days from the date on which it was posted, if delivered by hand, on the day of delivery, provided that it has been delivered during ordinary business hours, or if sent by fax, the first business day following the day on which it was faxed. Unless the tenderer (now Service Provider) within seven working days of the date of such submission notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

**For the Employer:**

Name of signatory	Signature	Date

<b>Name of Organisation:</b>	Department of Public Works
<b>Address of organisation:</b>	

**Witnessed by:**

Name of witness	Signature	Date

## **SECTION G**

### **SPECIFICATION, EVALUATION PREFERENCE POINT SYSTEM & PRICING SCHEDULE**

#### **1. BACKGROUND**

The Department of Human Settlements undertook a project for the rectification of 486 flatted units in Shallcross. It was during this process that the need to upgrade storm water and installation of retaining walls was identified. The intended site for 486 flatted units is located in the Shallcross. The scope of the works for the project includes for, upgrading and installation of retaining walls, storm water pipes and associated drainage infrastructure.

Based on the above scope of works, and in order to proceed with the design, input by the Land Surveyor Consultant is hereby being sought.

#### **2. PURPOSE**

The Department is seeking bids from experienced and skilled Registered Professional Land Survey firms to provide Survey services at Department Of Human Settlements: Shallcross: Stormwater Drainage And Retaining Walls.

The Registered Professional Land Surveyor will be appointed for scope detailed below.

#### **3. SCOPE OF WORK/SPECIFICATION**

##### **3.1. Scope of Work**

The blocks that require detailed tacheometric survey in order for the design of stormwater and retaining walls to be done are listed below.

1. Zone 3 - Block 642 Pine Mews
2. Zone 4 - Block 755 Zoutpansberg Mews
3. Zone 5 - Block 639 Taurus Street

- a) Land Survey
- b) Digital terrain model and digital survey plans AO Prinbts for each block, Autocad 2000 or DXF format.
- c) Presentation of Survey
- d) Submission of Survey Report

##### **3.2. Current Status of the Project**

3.1 The project is at pre-design is at an advanced stage of readiness

##### **3.3. 3.2 Procurement Objectives**

The commissioning of professional services is the design, documentation and subsequent monitoring and management of the stormwater infrastructure and retaining walls.

Therefore a need to appoint a suitably qualified and experienced Land Surveyor entity to commission required service.

### 3.4. REQUIREMENTS SURVEY

The survey will be a topographic type of the indicated zones.

The survey shall conform to TMH (Technical Method for Highways) 11 standards. Version 3 of 2017 available on the NRA website.

The results of the survey will be utilized to design stormwater and slope stability improvements, and it is therefore recommended that the successful tenderer pay attention to the following:

All insitu stormwater infrastructure in the indicated zones. These will include, but not limited to stormwater discharge pipes and gullies, V drains and channels, stormwater manholes with cover and invert levels.

All existing banks in excess of 1m height.

Vertical cuts banks adjacent to roadway.

Existing residential property in close proximity to vertical cuts.

The survey should include at least the following:

#### General

- i) Scale = 1: 1000
- ii) Contour Interval = 0.5 m
- iii) WGS84 survey system is to be used
- iv) Accuracy of spot shots = 20mm on tarred roads, railway lines, manholes, headwalls, culverts and bridges.
- v) Width of area to be covered in this survey is to be a minimum of 50m. Additional survey on the water shed of the road will be required in places along the road.
- vi) All benchmarks to be intervisible and spirit levelled
- vii) If a GPS is used, modelling of the geoid must be undertaken to ensure orthometric heights.

#### Services

- i) Stormwater (**invert levels, flow direction, manholes, cover levels, kerbing**, and any related items).
- ii) Retaining wall and stormwater servitudes between erfs.
- iii) Sewerage (**Manholes, cover and invert levels, diameter of pipes, direction of flow and any related items**)
- iv) Water reticulation (Valves, fire hydrants, water meters and any related items)
- v) Telkom (manholes, cover and invert levels, junction boxes, telephone poles, kiosks and any related items).
- vi) Eskom / Electrical (kiosks, street lights, traffic lights, overhead cables, stay wires, cable/route markers and any related items).
- vii) General street furniture, walls, fences, road signs and trees or planted areas, etc.
- viii) Other (any visible items not indicated above).

#### Intervening Ground

- i) **Cadastral information of existing erfs, servitudes and road reserves.**
- ii) Erf boundaries and road reserve lines.
- iii) Sufficient spot heights so that any section generated from the model will be accurate to within 25mm on surfaced roads and 200mm anywhere else on the terrain model.

## Existing Roads

Elevations and positions of the intersections and cross sections of existing tarred roads, access roads, railway routes, bridges and footpaths shall be provided. If the cross sections are identical indicate as such and provide a typical cross section and specific data for one or two defined points at each intersection or on existing roads or pathways. Both edges and centreline of all roads must be surveyed as well as the top of the kerbing present. Should the road have a side drain it must be indicated and surveyed. All stormwater elements must be surveyed.

### 3.5. REQUIREMENTS OF THE DETAIL DESIGN STAGE SURVEY

The following requirements should be taken into account when presenting your quotation and the data should please be submitted as indicated:

#### Digital Terrain Model

A digital terrain model is required in a format compatible with Model Maker (version 12.01). The perimeter of the triangulation (breaklines) supplied must be properly closed and the model must be checked by yourselves in order to ensure that the generated contour lines conform exactly to the shape of the ground. Also, any cross sections or long sections generated from the digital terrain model must reflect the real situation on site. For example, if a side drain is encountered in the survey, all four of the break points found in the drain must be recorded – two in the bottom of the channel and one at each top of the side drain.

As the final digital terrain model will be used for pipeline designs with long sections, any section generated from the model should have the following accuracy:

- Within 25mm or less (both vertically and horizontally) on existing surfaced road levels, edge of tar levels and side drain levels, any cambers in this roadway. 200 mm anywhere else on the terrain model.

All measures necessary to meet these accuracy standards must be included in your quotation.

#### Digital Survey Plans

In addition to the digital terrain model, we require digital survey plans to be provided in Autocad 2000 or DXF format. These plans should indicate the position of all relevant ground features such as trees, road signs, fences, etc within the required survey area. Watercourses must also be shown **together with the direction of flow**.

All existing culverts (including the inlet and outlet structures) must be included in the survey. The size, as well as the invert levels at the inlet and outlet must be indicated on the plans as well as retaining walls height and type of materials.

The different types of information (trees, services, road signs, fences, vegetation, etc) must be grouped into separate layers in the DXF format plan. A complete list of all the layers used, as well as the contents of the layer and codes used, must be provided.



Contour lines generated from the digital terrain model and shown on the digital survey plan must be rounded and at 1.0m intervals. Contour lines every 10m must be shown with a thicker line when plotted. A paper plot of the survey plan supplied must also be provided (scale 1:5000).

**With reference to the above, all digital information is to be supplied on a memory stick, with a covering letter briefly describing the content of each file on the stick(s). TWO A1 size drawing PRINTS will be supplied as part of the deliverable.**

### **Control Points**

Control points and reference beacons must be fixed by recognised methods in accordance to accepted normal survey practice and shall be intervisible and spirit levelled..

A list of Trigonometric Beacons, control points and reference beacons used should be supplied with the plotted plans. The list should include name, coordinates and levels (where applicable).

### **Services**

Information on all existing services must be surveyed and indicated on the drawings. It is strongly recommended that all services are located prior to the commencement of surveying.

### **Additional Survey Work**

A re-establishment and per ha rate is to be provided for any additional survey work, for example survey that was requested and approved by the Department and not included in the original appointment. This tariff must cover all costs, including travelling even if it is necessary to go out into the field for an hour or two. All additional information must be added to the digital terrain model and/or drawings.

## **3.6. PROGRAMME OF WORK**

The quotation supplied must include the time period required to complete the work. This includes the deed search and relevant correspondence and establishment of controls, the survey of the site, liaison with local authorities/service provider (where required), reduction of survey information and plotting of the required plans.

**The quotation must clearly indicate the following:**

- (a) Earliest possible date for commencement of the survey
- (b) The tendered rate shall include for full compensation for survey that the SURVEYOR deems necessary and for production of a Survey Report.
- (c) Total time required for completion of the survey and production of the Survey Report and Drawings.
- (d) Price quoted will be for **ALL BLOCKS and inclusive of all incidentals.**

## **Annexure A**

### **The BLOCKS to be Surveyed**



SHALLCROSS SURVEY: ZONE 3

AREA

2.95 ha

**GEOGRAPHICAL CO-ORDINATES**

	Latitude	Longitude
A	29°53'13.14"S	30°52'23.96"E
B	29°53'10.40"S	30°52'24.22"E
C	29°53'9.64"S	30°52'27.10"E
D	29°53'13.58"S	30°52'34.17"E
E	29°53'16.41"S	30°52'33.55"E
F	29°53'13.14"S	30°52'26.18"E
G	29°53'13.92"S	30°52'25.49"E

SHALLCROSS ZONE 3 : BLOCK 642 ALPINE MEWS



**KWAZULU-NATAL PROVINCE**  
PUBLIC WORKS  
REPUBLIC OF SOUTH AFRICA

SCALE:  
NTS



SHALLCROSS SURVEY: ZONE 4

AREA 2.17 ha

**GEOGRAPHICAL CO-ORDINATES**

	Latitude	Longitude
A	29°53'21.80"S	30°52'23.67"E
B	29°53'20.18"S	30°52'23.79"E
C	29°53'15.65"S	30°52'27.01"E
D	29°53'17.65"S	30°52'30.52"E
E	29°53'22.43"S	30°52'26.76"E

SHALLCROSS ZONE 4 : BLOCK 755 ZOUTPANSBERG MEWS



**KWAZULU-NATAL PROVINCE**  
PUBLIC WORKS  
REPUBLIC OF SOUTH AFRICA

SCALE:  
NTS





SHALLCROSS SURVEY: ZONE 5

AREA 2.0 ha

GEOGRAPHICAL CO-ORDINATES		
	Latitude	Longitude
A	29°53'19.66"S	30°52'10.11"E
B	29°53'19.17"S	30°52'10.83"E
C	29°53'19.16"S	30°52'14.68"E
D	29°53'16.90"S	30°52'18.34"E
E	29°53'17.03"S	30°52'19.53"E
F	29°53'21.77"S	30°52'18.42"E
G	29°53'21.70"S	30°52'14.24"E

SHALLCROSS ZONE 5 : BLOCK 639 TAURUS STREET



**KWAZULU-NATAL PROVINCE**  
PUBLIC WORKS  
REPUBLIC OF SOUTH AFRICA

SCALE:  
NTS

## 4. MANDATORY REQUIREMENTS

### 4.1. Submission of Statutory and Essential Information

	Failure to submit any of the following documentation in the prescribed format will lead to <b>immediate disqualification</b> of the tender
1.	Submission of the returnable documents as referenced on <b>APPENDIX A – RETURNABLE DOCUMENTS ON THE TENDER DOCUMENT</b> attached herein.
2.	Project specific organogram – <b>Professional Land Surveyor registered with a recognised Surveyor's Council and having</b> more than (05) years' experience in similar nature projects. Firm to indicate an alternative Professional Land Surveyor in case of incapacity during the project period.
3.	Copies of detailed CV of all project resources. Traceable references. Certified copies of qualification (s) obtained in the relevant discipline.
4.	Firms to demonstrate experience in executing <b>one (01)</b> or more projects of a similar nature within the last five (05) years.
5.	The Department will conduct a detailed risk assessment prior to final award as part of this phase of tender evaluation, which may entail but will not be limited to, documentary proof of indemnity insurances by bidder and bidder payroll submissions to verify resources as well as in some cases, site visit to the bidder's offices.
6.	Failure to submit any of the above documentation in the prescribed format when requested to do so as part of the Risk assessment, will lead to immediate disqualification.

### Experience

The Registered Professional Land Surveyor must have experience on tacheometric survey or on a similar complexity and magnitude projects.

The Registered Professional Land Surveyor must have a full understanding of FIPDM, policies, and legislation.

The service provider must provide valid registration as a Land surveyor and a letter of good standing from the council must provided.

### **PLEASE NOTE:**

- The Department reserves the right not to award to the lowest bidder.
- Failure to submit any of the above documentation in the prescribed format, will lead to immediate disqualification.
- Tenderers who have submitted all the above documentation in the prescribed format, will move onto the final stage of evaluation i.e 80/20 principle.
- The Department will conduct a detailed risk assessment prior to the award.

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

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

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

### 1. GENERAL CONDITIONS

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

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

1.2

a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the .....80/20..... preference point system shall be applicable; or

b) The 80/20 preference point system will be applicable to this tender

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

### 2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

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

### 3. POINTS AWARDED FOR PRICE

#### THE 80/20 PREFERENCE POINT SYSTEM

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

**80/20**

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

Where

$P_s$  = Points scored for price of bid under consideration

$P_t$  = Price of bid under consideration

$P_{\min}$  = Price of lowest acceptable bid

#### POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

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



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

#### BID DECLARATION

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

#### B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED:

B-BBEE Status Level of Contributor: . = .....(maximum of 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

#### 4. SUB-CONTRACTING

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

**(Tick applicable box)**

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

4.1.1 If yes, indicate:

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

**(Tick applicable box)**

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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

<b>Designated Group: An EME or QSE which is at last 51% owned by:</b>	<b>EME</b> √	<b>QSE</b> √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

**5. DECLARATION WITH REGARD TO COMPANY/FIRM**

5.1 Name of company/firm:.....

5.2 VAT registration number:.....

5.3 Company registration number:.....

**5.4 TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

**5.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....

.....

.....

.....

**5.6 COMPANY CLASSIFICATION**

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

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution.

<p>WITNESSES</p> <p>1. ....</p>
---------------------------------

<p>.....</p> <p>.....</p>
---------------------------

## SECTION H

### OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE

Bid No : **WIMS NO. 076026**

Service : **APPOINTMENT OF A LAND SURVEYOR**

Date : N/A

Time : N/A

Venue : N/A

\*\*\*\*\*

THIS IS TO CERTIFY THAT (NAME) .....

ON BEHALF OF .....

VISITED AND INSPECTED THE SITE ON .....(DATE)

AND IS THEREFORE FAMILIAR WITH THE CIRCUMSTANCES AND THE SCOPE OF THE SERVICE TO BE RENDERED.

.....  
**SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE**  
(PRINT NAME)

**DATE:** .....

.....  
**SIGNATURE OF DEPARTMENTAL REPRESENTATIVE**  
(PRINT NAME)

.....  
**DEPARTMENTAL STAMP :**  
(OPTIONAL)

**DATE:** .....

## SECTION I

### Tax Clearance Certificate Requirements (TCS)

- 1 The State / Province may not award a contract resulting from the invitation of quotations to a bidder who is not properly registered and up to date with tax payments or, has not made satisfactory arrangements with S A Revenue Services concerning due tax payments.
- 2 The South African Revenue Services (SARS) has phased out the issuing of paper Tax Clearance Certificates. From 18 April 2016 SARS introduced an enhanced Tax Compliance system. The new system allows taxpayers to obtain a Tax Compliance Status (TCS) PIN, which can be utilized by authorized third parties to verify taxpayers' compliance status on line via SARS e-filing.
- 3 Bidders are required to apply via e-filing at any SARS branch office nationally. The Tax Compliance Status (TCS) requirements are also available to foreign bidders / individuals who wish to submit bids.
- 4 SARS will then furnish the bidder with a Tax Compliance Status (TCS) **PIN** that will be valid for a period of 1 (one) year from the date of approval.
- 5 In bids where Consortia / Joint Venture / Sub-contractors are involved, each party must submit a separate Tax Compliance Status (TCS) **PIN**.
- 6 Application for Tax Compliance Status (TCS) **PIN** can be done via e-filing at any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).
- 7 Tax Clearance Certificates may be printed via e-filing. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).
- 8 Tax Compliance Status is not required for services below R30 000 ITO Practice Note Number: SCM 13 of 2007.
- 9 Kindly either provide an original tax clearance certificate, your tax number or pin number.

**TAX NUMBER**

**PIN NUMBER**

## SECTION J

### AUTHORITY TO SIGN A QUOTATION

#### A.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/Miss..... (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 .....

#### A. SOLE PROPRIETOR (ONE - PERSON BUSINESS)

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

.....

.....  
**SIGNATURE**  
(PRINT NAME)

.....  
**DATE**

### C. PARTNERSHIP

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner	Residential address	Signature
.....	.....	.....
.....	.....	.....
.....	.....	.....
.....	.....	.....

We, the undersigned partners in the business trading as.....  
hereby authorized .....to sign this bid as well as any contract resulting  
from the bid and any other documents and correspondence in connection with this bid and /or contract on behalf of

..... <b>SIGNATURE</b> (PRINT NAME)	..... <b>SIGNATURE</b> (PRINT NAME)	..... <b>SIGNATURE</b> (PRINT NAME)
---	---	---

..... <b>DATE</b>	..... <b>DATE</b>	..... <b>DATE</b>
----------------------	----------------------	----------------------

### D. 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 authorising 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/Mrs/Miss....., 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 .....  
.....

**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/Mrs/Miss....., whose signature appears below, has been authorised to sign all documents in connection with this bid on behalf of (Name of co-operative).....

**SIGNATURE OF AUTHORISED REPRESENTATIVE/SIGNATORY:**  
(PRINT NAME)

.....

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

**DATE:** .....

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

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

**WITNESSES:** 1 .....

2 .....



**SECTION K**  
**DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**  
 (To be completed by Bidder.)

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
  - a. abused the institution's supply chain management system;
  - b. committed fraud or any other improper conduct in relation to such system; or
  - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p><b>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		

4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

### CERTIFICATION

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

**CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

.....

**Signature**

.....

**Date**

.....

**Position**

.....

**Name of Bidder**

## SECTION L

### CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
- a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. 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>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid;or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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.
10. 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.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

<sup>3</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.

## APPENDIX A – RETURNABLE DOCUMENTS

CHECKLIST OF RETURNABLE DOCUMENTS			
Item No.	Required Document	Tick Y	N
1.	Valid SARS Tax Clearance Pin Number, Tax number or original tax Clearance certificate ( to be labelled as B1)		
2.	Central Supplier Database Registration with National Treasury (Unique Reference Number & Supplier Number) ( to be labelled as B2)		
3	Proof of Registration with Council of the Lead Professional (Attach Letter of Good standing with the relevant council if applicable dated during the year of Quotation) ( to be labelled as B3)		
5.	Proof of Registration with Companies and Intellectual Property Commission (CIPC) (printout not older than 1 month) ( to be labelled as B4)		
6.	Declaration of interest by Consultant – SBD 4 (refer to page 8-10 of the tender document)		
7.	Declaration of bidders Past Supply Chain Management practice – SBD 84 (refer to page 28-29 of the tender document)		
8.	Certificate of Independent Bid Determination – SBD 94 (refer to page 30-32 of the tender document)		
9.	Original <u>certified</u> BBBEE Verification Certificate from Verification Agency accredited by the South African Accreditation System (SANAS) OR; Original <u>certified</u> SWORN AFFIDAVIT and copy of the latest Audited Annual Financial Statement ( to be labelled as B5)		
10.	Proof of Residential Address (Municipality Rates Bills, Telephone Bill, or current lease agreement letter from Ward councillor or affidavit from Commissioner of oaths, if office is in an area where rates are not paid) ( to be labelled as B6)		
11.	Proof of the relevant professional Indemnity Insurance – R3,0 million ( to be labelled as B7)		
12.	Quotation from the Consultant (Appendix F – Signed, Stamped and Dated) (refer to page 11 – 13 Form of Offer and Acceptance of the tender document)		
13	Company Profile (highlighting relevant experience on a similar project) (to be labelled as B8)		

### TENDERERS TO NOTE

Submission of the above returnable documents is mandatory. Failure to submit all the requested documents will result in the tender not being considered

All returnable documents that require certification by the commissioner of oath and must not be older than 3 (three) months old from the date of request for quotation

## APPENDIX B – CONTRACT DATA

### C1.2 Contract Data

#### Standard Professional Services Contract

The conditions applicable to this Contract are the Conditions and Procedures under which consultant Engineering are commissioned by the Department of Works, Province Of Kwa-Zulu Natal (Revised January 2006)

#### C1.2.2 Data provided by the Employer

Clause	
	<p>The General Conditions of Contract in the Standard Professional Services Contract (August 2005) make several references to the Contract Data for details that apply specifically to this tender. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.</p> <p>Each item of data given below is cross-referenced to the clause in the General Conditions of Contract to which it mainly applies.</p>
1	The Employer is the <b>Department of Public Works</b> .
1	The Period of Performance is from inception of this Contract until the Service Provider has completed all Deliverables in accordance with the Scope of Services.
1	The Project is to the provision of Land Survey <b>Services</b> for the Project.
3.4 and 4.3.2	The authorised and designated representative of the Employer is the departmental project manager, details of whom are as indicated in T1.1 Notice and Invitation to Tender under item T1.1.4.
3.4.1	Communication by e-mail is not permitted after submission of tender.(Only technical and document enquiry communication before date of tender closing is accepted).
3.5	The Services shall be executed in the Service Provider's own office and on the Project site as described in C3.2.2 Project description. No portion of the work may be performed by a person employed by the State. No portion of the work may be sublet to any other person or persons without the prior written approval of the Employer.
3.6	Omit the following: “... within two (2) years of completion of the Service ...”.
3.11.1	<p>Period of Performance shall be sub dividable in separate target dates according to the programme to be submitted in terms of clause 3.14 hereof.</p> <p>A Penalty amount of R500 per day will be applicable per target date, to a maximum equal to R15 000, after which the contract may be terminated.</p>
3.14	<p><u>For fees stipulated as “value based” in C2.1 Pricing Instructions, C2.1.1.1:</u></p> <p>Programme:</p> <p>A programme for the performance of the Service shall be submitted by the Service Provider, identified as the principal agent in terms of C3.5.1 Service Providers, to the departmental project manager, within a period of two (2) weeks following the briefing meeting.</p> <p>The programme will be the result of the co-ordination of all appointed Service Providers' inputs and shall be in sufficient detail describing key milestones, events and activities linked to the fastest realistic timeframes in which the Service can be delivered. Milestones and events are to be listed based on the Scope of Services described in part C3 of the various appointed Service Providers' tender documents and presented in bar chart format. No milestones may, at the co-ordination stage, be extended beyond the timeframes outlined in C3.2.2.3 Project Programme</p>

	<p>without acceptable reasons. The programme thus compiled and presented by the principal agent must be counter-signed by all appointed Service Providers as proof that the programme was agreed upon by all during the said co-ordination action.</p> <p>The Employer retains the right to negotiate such submitted programme with the principal agent in consultation with the appointed Service Providers, if required, to promote the interest of the project.</p> <p><u>For fees stipulated as “time based” in C2.1 Pricing Instructions, C2.1.1.1:</u>  Project Execution Plan (PEP):  A PEP for the performance of the Service shall be submitted by the Service Provider, to the departmental project manager, within a period of two (2) weeks following the briefing meeting.</p> <p>In the event of the Employer not being satisfied with the submitted PEP, the Parties will negotiate in good faith towards a PEP that will be agreeable to both. Such an agreed-upon PEP will form the basis for the management of the appointment and remuneration purposes. Should circumstance change from the initial briefing, the Service Provider and the Employer will negotiate a revised PEP to satisfy such change(s). Should the Parties fail to reach agreement on the PEP or revised PEP, the matter will be dealt with in terms of clause 12.1.2 of the General Conditions of Contract. Should the mediation process fail, the Contract will be deemed to have been mutually terminated and any reasonable fees accrued at that stage settled by the Employer.</p>
4.1.1	<p>Briefing meeting:  The departmental project manager shall arrange a briefing meeting, compulsory for all appointed Service Providers, as soon as practicable after the appointment of the professional team as referred to in C3.5.1 Service Providers, or after the appointment of the core members of the professional team required to commence with the Services if not appointed at the same time, during which meeting the departmental project manager, together with any supporting advisors, will verbally brief the professional team comprehensively regarding the requirements of the project and the Scope of Services and hand over, to the Service Providers, all documentation relevant to the execution of the Service.</p>
4.4	Others providing Services on this Project are as listed in C3.5.1 Service Providers.
5.4.1	Minimum professional insurance cover of R3,0 million, with the first amount payable not exceeding 5% of the value of indemnity, and/or personal liability – all as more comprehensively described in C1.2.3 Data provided by the Service Provider and in respect of which the Service Provider must provide data as required.
5.5	<p>The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions:</p> <ol style="list-style-type: none"> <li>1. Travelling for which payment will be claimed, as defined in C2.1.7 Travelling and subsistence arrangements and tariffs of charges;</li> <li>2. Deviate from the final programme as per the programme in clause 3.14 above;</li> <li>3. Deviate from the programme (delayed or earlier);</li> <li>4. Deviate from or change the Scope of Services;</li> <li>5. Change Key Personnel on the Service.</li> </ol>
8.1	The Service Provider is to commence the performance of the Services immediately after the Contract becomes effective and execution to be as per the programme in clause 3.14 above (see C3 Scope of Services, C3.6 Brief).
8.4.3 (c)	The period of suspension under clause 8.5 is not to exceed two (2) years.
9.1	Copyright of documents prepared for the Project shall be vested with the Employer.
12.1.2	Interim settlement of disputes is to be by mediation.
12.2.1	In the event that the Parties fail to agree on a mediator, the mediator is to be nominated by the president of the Association of Arbitrators (Southern Africa).
12.2.4 /	Final settlement is by litigation.



12.3.4	
13.1.3	All partners in a joint venture or consortium shall carry the same professional indemnity insurance as per clause 5.4.1 of the General Conditions of Contract.
13.4	Neither the Employer nor the Service Provider is liable for any loss or damage resulting from any occurrence unless a claim is formally made within 5 years from the date of termination or completion of the Contract.
13.5	The amount of compensation is unlimited.
13.6	The provisions of 13.6 do not apply to the Contract.
14.4	In the first sentence, change "... period of twenty four months after ..." to "... period of thirty six months after ...".
15	In respect of any amount owed by the Service Provider to the Employer, the Service Provider shall pay the Employer interest at the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act no1 of 1999).

#### C1.2.3 Data provided by the Service Provider

Clause	
	Each item of data given below is cross-referenced to the clause in the General Conditions of Contract to which it mainly applies.
1	The Service Provider is the company, close corporation, natural person or partnership named in C1.1 Form of Offer and Acceptance by the tendering Service Provider.
5.3	The authorised and designated representative of the Service Provider is the person named in the resolution PA-15.1 by the tendering Service Provider.
5.4.1	<p><u>Indemnification of the Employer</u></p> <p>I, the undersigned, being duly authorized by the Service Provider, in terms of the completed resolution</p> <p>.....(Name of authorized person)</p> <p>hereby confirm that the Service Provider known as:</p> <p>.....(Legal name of entity tendering herein)</p> <p>tendering on the project:</p> <p>.....</p> <p>.....(Name of project as per C1.1 Form of offer and acceptance)</p> <p>holds professional indemnity insurance cover, from an approved insurer, duly registered with the Finance Services Board, of not less than the amount required as cover relative to the size of project, with the first amount payable not exceeding 5% of the value of indemnity. I further confirm that the Service Provider will keep such professional indemnity fully subscribed. I further confirm that should the professional indemnity insurance, with no knowledge of the Employer, be allowed to lapse at any time or in the event of the Service Provider cancelling such professional indemnity insurance, with no knowledge of the Employer, at any time or if such professional indemnity cover is not sufficient, then the Service Provider, (i) accepts herewith full liability for the due fulfilment of all obligations in respect of this Service; and (ii) hereby indemnifies, and undertakes to keep indemnified, the Employer in respect of all actions, proceedings, liability, claims, damages, costs and expenses in relation to and arising out of the agreement and/or from the aforesaid Service Provider's intentional and/or negligent wrongful acts, errors and/or</p>

	<p>omissions in its performance on this Contract.</p> <p>I confirm that the Service Provider undertakes to keep the Employer indemnified, as indicated above, beyond the Final Completion Certificate/Final Certificate by the Employer (whichever is applicable) for a period of five (5) years after the issue of such applicable certificate.</p> <p>I confirm that the Service Provider renounces the benefit of the <i>exceptionis non causa debiti, non numeratae pecuniae</i> and <i>excussionis</i> or any other exceptions which may be legally raised against the enforceability of this indemnification.</p> <p>Notwithstanding the indemnification required above, the Employer reserves the right to claim damages from the Service Provider for this Project where the Service Provider neglects to discharge its obligations in terms of this agreement.</p> <p><b>NAME:</b> .....</p> <p><b>CAPACITY:</b> .....</p> <p><b>SIGNATURE:</b> .....</p>																																			
7.1.2	<p>As an extension of the definitions contained in clause 1 hereof, Key Persons must, for the purposes of this Contract, include one or more of the professionally registered principal(s) of the Service Provider, <b>and/or</b>, one or more professional(s) employed to render professional services, for whom certified copies of certificates or other documentation clearly proving current professional registration with the relevant council, including registration numbers, must be included with the tender as part of the returnable documentation.</p> <p>The Key Persons and their jobs / functions in relation to the Services are:</p> <table border="1"> <thead> <tr> <th>Name</th><th>Principal and/or employed professional(s)</th><th>Specific duties</th></tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> <tr><td>5.</td><td></td><td></td></tr> <tr><td>6.</td><td></td><td></td></tr> <tr><td>7.</td><td></td><td></td></tr> <tr><td>8.</td><td></td><td></td></tr> <tr><td>9.</td><td></td><td></td></tr> <tr><td>10.</td><td></td><td></td></tr> </tbody> </table>			Name	Principal and/or employed professional(s)	Specific duties	1.			2.			3.			4.			5.			6.			7.			8.			9.			10.		
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7.2	A Personnel Schedule is not required.																																			

If the space provided in the table above is not sufficient to describe the **specific duties**, this space may be utilized for such purpose:

## **C2: PRICING DATA**

### **C2.1 Pricing Instructions**

#### **C2.1.1 Basis of remuneration, method of tendering and estimated fees**

C2.1.1.1 Professional fees for Price quoted will be for **ALL BLOCKS and inclusive of all incidentals. TWO A1 size drawing PRINTS will be supplied as part of the deliverables included in the tendered sum.**

C2.1.2.4 **Disbursements in respect of all travelling and related expenses** including all travelling costs, time charges and subsistence allowances related thereto **will not be paid for separately.** **Tenderers must make provision for and include all such costs in their tender when calculating the tender amount**

The site must be visited as often as the works require for the execution of all duties on the Project. The Service Provider must be available at 24 hours notice to visit the site if so required. All costs in this regard will be deemed to be included in the applicable fees.

C2.1.2.5 All fee accounts need to be signed by a principal of the Service Provider and submitted in original format, failing which the accounts will be returned. Copies, facsimiles, electronic and other versions of fee accounts will not be considered for payment.

C2.1.2.7 For all Services provided on a time basis, time sheets giving full particulars of the work, date of execution and time duration, should be submitted with each fee account.

C2.1.2.8 Payments to the Service Provider will be made electronically according to the banking details furnished by the Service Provider. Any change in such banking details must be communicated to the departmental project manager timeously. Fee accounts, correct in all respects, will be deemed submitted when received by the Employer and settled when electronically processed by the Employer. The Employer reserves the right to dispute the whole account, any item or part of an item at any time and will deal with such case in terms of clause 14.3 of the General Conditions of Contract.

C2.1.2.9 Accounts for Services rendered may be submitted on the successful completion of each stage of work. Interim accounts will only be considered during the construction stage of the works and then not more frequently than quarterly except if otherwise agreed between the authorised and designated representative of the Service Provider and the Employer. Payment of accounts rendered will be subject to the checking thereof by the departmental project manager. The Employer reserves the right to amend the amounts claimed in order to conform to the rates stipulated in this Contract and make payment on the basis of the balance of the account in accordance with clause 14.3 of the General Conditions of Contract.

C2.1.3.6.3 Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)  
No separate payment shall be made for the service specified in Section G and Government Gazette applicable. The cost of providing this service shall be deemed to be included in the tendered for this services.

C2.1.3.6.4 Quality Assurance System  
No separate payment shall be made for the implementation of a quality management system as specified in Section G and Government Gazette applicable. The cost of providing this service shall be deemed to be included in the value based fee tendered for normal services.

C2.1.3.6.5 Lead Surveyor  
No separate payment shall be made for assuming the leadership of an Employer specified joint venture, consortium or team of consulting engineers as specified in Section G and Government Gazette applicable. The cost of providing this service shall be deemed to be included in the value based fee tendered for normal services.

- C2.1.3.6.7 **Environmental Impact Assessment**  
No separate payment shall be made for the service specified in Section G and Government Gazette applicable. The cost of providing this service shall be deemed to be included in the value based fee tendered for normal services.
- C2.1.3.6.8 **Other unspecified services**  
The Employer may order duties that fall outside the scope of the project as tendered.
- Any such additional services that may be required will be remunerated on a Time Basis. The level of expertise necessary for any such additional work shall be concomitant with the issues to be addressed. The category of personnel necessary to undertake the work shall be approved by the Employer. Any additional identified service shall be fully scheduled and submitted to the Employer for approval prior to the commencement thereof.
- C2.1.5 Set off**  
The Employer reserves the right to set off against any amount payable to the Service Provider, any sum which is owing by the Service Provider to the Employer in respect of this or any other project.
- C2.1.6 Drawing prints, Typing, printing and duplicating work and forwarding charges**  
All costs relating to drawings prints, typing, printing and duplicating work in connection with the documentation which must of necessity be done, will be provided free of charge, as these costs shall be deemed to be included in the rates and tendered fee for the works
- The typing of correspondence, appendices and covering letters are deemed to be included in the value based fees.
- C2.1.7 **Travelling and subsistence arrangements**  
All costs relating to travelling to and from site shall be deemed to be included in the rates and tendered fee for the works