



KWAZULU-NATAL PROVINCE

PUBLIC WORKS
REPUBLIC OF SOUTH AFRICA

INVITATION TO QUOTE – ZNQ23/24/0015/NCR

APPOINTMENT OF A PROFESSIONAL ELECTRICAL ENGINEER AS A SUPPLEMENTARY TO THE PRINCIPAL AGENT TO RENDER SERVICES ON DISBURSEMENT TO PRO-SITE PLAN ARCHITECT

The Department reserves the right not to award to the lowest bidder.

Qualifying Criteria

Phase 1: Administrative compliance

Correctness of bid documents

Compliance with bid regulations (registration with CSD and other prescripts requirements).

Failure to meet the above qualification will lead to immediate disqualification.

Phase 2 :

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

(Note to organs of state: Where either the 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	Applicable or Not Applicable	Number of points allocated (80/20 system) (To be completed by the organ of state)
Ownership by Black People Documentary Proof Required: 1) Sworn Affidavit; signed and dated by Commissioner of Oaths	Applicable	20

Collection of Bid Documents

Tender documents may be downloaded from the Departmental website: www.kznworks.gov.za or from:

The physical address for collection of Tender documents is:

**KZN Department of Public Works
North Coast Region
Legislative Assembly Administrative Building – First Floor: Zone 1
King Dinuzulu Highway
ULUNDI
3838**

Documents may be collected during working hours from **08H00 to 15H30**.

Compulsory Briefing Session:

Date : **23 November 2023**
Venue : **Department of Public Works
North Coast Regional Office
First Floor Boardroom
ULUNDI**
Time : **10h00**

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

Full Name : Mr. S Zungu
Tel. No : 035 874 3224
Email Address: sibusiso.zungu@kznworks.gov.za

The closing time for receipt of Tenders is **11h00**.

NB: Telegraphic, telephonic, telex, facsimile, e-mail and late Tender Proposals will not be accepted.

KWAZULU-NATAL PROVINCIAL GOVERNMENT BIDDING FORMS

PART A	INVITATION TO BID (SBD 1)	4
PART B	TERMS AND CONDITIONS FOR BIDDING (SBD 1)	5
SECTION A	SPECIAL INSTRUCTIONS REGARDING COMPLETION OF BID	6
SECTION B	REGISTRATION ON CENTRAL SUPPLIERS DATABASE	7
SECTION C	DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE IS CORRECT AND UP TO DATE	8
SECTION D	OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE	9
SECTION E	FORM OF OFFER AND ACCEPTANCE	10 – 12
SECTION F	SPECIFICATION, EVALUATION AND PRICING SCHEDULE	13 – 17
SECTION G	BIDDER'S DISCLOSURE	18 – 19
SECTION H	PREFERENCE POINTS CLAIM FORM	20 – 27
SECTION I	CONTRACT FORM (SBD 7)	28 – 33
SECTION J	GENERAL CONDITIONS OF CONTRACT	34 – 41
SECTION K	SPECIAL CONDITIONS OF CONTRACT	42
SECTION L	AUTHORITY TO SIGN	43 – 44
APPENDIX B	RETURNABLE DOCUMENTS	45
APPENDIX C	CONTRACT DATA	46 – 49
APPENDIX D	CONDITIONS AND PROCEDURES UNDER WHICH PRIVATE ENGINEERS ARE COMMISSIONED BY THE KZN DEPARTMENT OF WORKS: SEPTEMBER 2001	50 – 55

INVITATION TO QUOTATION

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF PUBLIC WORKS					
QUOTATION NUMBER:	ZNQ23/24/0015/NCR	CLOSING DATE:	30 NOVEMBER 2023	CLOSING TIME:	11H00
DESCRIPTION	APPOINTMENT OF A PROFESSIONAL ELECTRICAL ENGINEER AS A SUPPLEMENTARY TO THE PRINCIPAL AGENT TO RENDER SERVICES ON DISBURSEMENT TO PRO-SITE PLAN ARCHITECT				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
DEPARTMENT OF PUBLIC WORKS: NORTH COAST REGIONAL OFFICE KING DINUZULU HIGHWAY LA ADMINISTRATIVE BUILDING – FIRST FLOOR: ZONE 1 ULUNDI 3838					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	MR. S ZUNGU		CONTACT PERSON	MR. M NCWANE	
TELEPHONE NUMBER	035 874 3224		TELEPHONE NUMBER	035 874 3233	
FACSIMILE NUMBER	035 874 2519		FACSIMILE NUMBER	035 874 2519	
E-MAIL ADDRESS	sibusiso.zungu@kznworks.gov.za		E-MAIL ADDRESS	mzwandile.ncwane@kznworks.gov.za	
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<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	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B

TERMS AND CONDITIONS FOR BIDDING

BID SUBMISSION:
BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
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.
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
TAX COMPLIANCE REQUIREMENTS
BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
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.
APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
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
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:

SECTION D

Applicable	X	Not Applicable	
------------	----------	----------------	--

OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE

N. B.: THIS FORM IS ONLY TO BE COMPLETED WHEN APPLICABLE TO THE BID.

Site/Building/Institution Involved:

Bid Reference No:

Goods/Service/Work: _____

This is to certify that (bidder's representative name) _____

On behalf of (company name) _____

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 Authorized Representative

(PRINT NAME)

DATE: ____/____/____

Name of Departmental or Public Entity Representative

(PRINT NAME)

Departmental Stamp With Signature

SECTION E
FORM OF OFFER AND ACCEPTANCE

Offer

The Employer, identified in the acceptance signature block, has solicited an offer to enter into a contract for the service of:

APPOINTMENT OF A PROFESSIONAL ELECTRICAL ENGINEER AS A SUPPLEMENTARY TO THE PRINCIPAL AGENT TO RENDER SERVICES ON DISBURSEMENT TO PRO-SITE PLAN ARCHITECT

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:

.....

Natural person or partnership:

.....

.....
whose identity number(s) is/are:

.....
whose income tax reference number is/are:

.....

OR

AND WHO IS (if applicable):

Trading under the name and style of:

AND WHO IS

herein, and who is duly authorised to do so, by:

Mr/Mrs/Ms:
In his/her capacity as:

.....

Note:

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.

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:

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

Name of Organisation:	Department of Public Works
Address of organisation	

WITNESSED BY:

Name of witness	Signature	Date

SECTION F

SPECIFICATION, EVALUATION AND PRICING SCHEDULE

1. BACKGROUND

The Department of Public Works is currently monitoring the construction for the Project: **WCS 051353: DEPARTMENT OF HEALTH – NKONJENI HOSPITAL: UPGRADE MATERNITY COMPLEX, MOTHERS LODGE AND SUPPORTING SERVICES**. The services of the Electrical Engineering consultant that was appointed were cancelled due to the unavailability of the key registered professional resource to head the discipline on the project. The service provider had prepared the designs and documentation from Stage 01 to Stage 04. During Stage 05 - Construction Administration, company withdrew as an Electrical Engineer for the project. An Electrical Engineer is urgently required for the remaining 75% of stage 5 and 100% of stage 6. It is therefore for these reasons that quotations are invited for the scope completion on the following detailed scope of work.

2. PURPOSE

The Department of Public Works is seeking quotations from experienced and skilled Registered Professional Electrical Engineers to undertake Electrical Work at Nkonjeni Hospital Project for 75% of Stage 5 and 100% on Stage 6. The Registered Professional Electrical Engineer will be appointed for the scope detailed below:

3. SCOPE OF WORK/ SPECIFICATION

3.1 SITE DESCRIPTION AND LOCATION

The area that requires the services of a Professional Electrical Engineer is listed below:

Department of Health
Nkonjeni Hospital
Ulundi Local Municipality
MAHLABATHINI
3865

3.2 PROCUREMENT OBJECTIVES

The services required from the REGISTERED PROFESSIONAL ELECTRICAL ENGINEER are standard consultant functions and shall execute the duties of the Client. The service provider would be measured by meeting all the Standard Scope of Services on the following detailed scope of work which includes but is not limited to:

Stage 4 (Provisional): Partial Services on Time Basis

- Liaise, co-operate, and provide necessary information to the principal consultant and other consultants involved.
- Submit the necessary design documentation to local and other authorities for approval.
- Assess samples and products for compliance and design intent.

The following deliverables are applicable:

- ✓ Specifications
- ✓ Services co-ordination
- ✓ Working drawings

Note:

- i. The service provider is expected to claim on a time basis.
- ii. Number of hours: 50: hourly rates based on DPW RATES FOR REIMBURSABLE EXPENSES obtained from Table 8: Applicable to the architectural, engineering, quantity surveying and town planning professions.
- iii. Where a discount on rate has been offered the calculations for discount must be clearly shown and submitted with the quotation

No. of hours	Discounted Rate	Amount
50		
Total Carried to Final Summary		R

Stage 5 Services Based on Tariff of Professional Fees

- Issue construction documentation in accordance with the documentation schedule
- Carry out contract administration procedures in terms of the contract.
- Prepare schedules of predicted cash flow.
- Prepare pro-active estimates of proposed variations for client decision-making.
- Attend regular site, technical and progress meetings.
- Inspect the works for conformity to contract documentation as described under clause 3.3.2 of guideline of professional fee gazette no.44333
- Adjudicate and resolve financial claims by contractors.
- Assist in the resolution of contractual claims by the contractor.
- Establish and maintain a financial control system.
- Clarify details and descriptions during construction as required.
- Prepare valuations for payment certificates to be issued by the principal agent.
- Witness and review of all tests and mock-ups carried out on site.
- Check and approve contractor drawings for compliance with contract documents.
- Update and issue drawings register.
- Issue contract instructions as and when required.
- Review and comment on operation and maintenance manuals, guarantee certificates and warranties.
- Inspect the works and issue practical completion and defects lists.
- Arranging for the delivery of all test certificates, including any Certificates of Compliance, statutory and other approvals, and record drawings and operating manuals.

The following deliverables are applicable:

- ✓ Schedules of predicted cash flow
- ✓ Construction documentation
- ✓ Drawing register
- ✓ Estimates for proposed variations
- ✓ Contract instructions
- ✓ Financial control reports
- ✓ Valuations for payment certificates
- ✓ Progressive and draft final accounts
- ✓ Practical completion and defects list
- ✓ All statutory certification and certificates of compliance as required by the local and other statutory authorities.

Stage 6 Services Tariff of Professional Fees

- Inspect and verify the rectification of defects.
- Receive, comment, and approve relevant payment valuations and completion certificates.
- Prepare and/or procure operations and maintenance manuals, guarantees and warranties.
- Prepare and/or procure as-built drawings and documentation.
- Conclude the final accounts where relevant.

The following deliverables are applicable:

- ✓ Valuations for payment certificates
- ✓ Works and final completion lists
- ✓ Operations and maintenance manuals, guarantees and warranties
- ✓ As-built drawings and documentation
- ✓ Final accounts.

Note:

- i. For the purposes of calculating the fee, assume the project value is **R9 500 000.00 (Excl. VAT)**
- ii. Appointment of consultant shall be based on the following fee scale:
 - a. Electrical Engineer – ECSA Gazette 44333 Board Notice 22 of 2021
- iii. The scope of the works is electrical engineering services pertaining to building projects.

Fee Calculations: Basic Fee: R _____

Secondary Fee: R _____

Estimated Overall Fee [A]: R _____

Service	Estimated overall fee [A]	Apportionment [B]	Amount (A x B)
Stage 5		35%	R
Stage 6		5%	R
Discount (If applicable)			%
Total carried to Final summary			R

Disbursements

- Professional Service Providers are to utilize rates for reimbursable expenses provided on the National Department of Public Works2 website using the current reimbursable rates. However, rates for travelling shall be capped at maximum 2150cc. (PSP may apply discount on the rates)
- The project is 10 calendar months, and the PSP is expected to attend regular site meetings twice a month (Progress and Technical site meetings) There are 20 site meetings the PSP is expected to attend.

Travelling Bases (km)	Months	Engine Capacity Rate	Distance	Amount
	20			R
Travelling Time Costs	Months	Hourly Tariff	Time	Amount
	20			R
Total carried to Final summary				R

- The pricing schedule should include all activities to be performed for stage 4 – 6 as per scope of works and the grand-total must be transferred to form of offer with all disbursements included.
- You are requested to submit your quotation (Appendix A) on your company letterhead duly signed by the Registered Professional who will be dedicated to this project and is based at the office address where the project is intended to be awarded within five (5) working days.

Final Summary

Item No	Description	Amount
1.	Stage 4 (Time Basis)	R
2.	Stage 5 and 6	R
3.	Disbursements	R
Sub-total		R
VAT (15%)		R
Final estimate carried forward to Form of Offer		R

4. Required Professional Expertise

Registered Professional Electrical Engineer as professional with the Engineering Council of South Africa (ECSA) in terms of the Engineering Professions Act, of 2000 (No. 46 of 2000).

At least three (03) years post registration experience. At least three (03) reference letters for all work completed in the preceding 3 years must be submitted.

Basis of Appointment

Time based appointment on the NDPW Rates and Engineering Council of South Africa (ECSA) Professional Fee Guideline.

CONDITIONS OF APPOINTMENT

The professional entity must have within their employment the professional consultant as listed in paragraph 3.2 above. This can be submitted by way of organogram and detailed curriculum vitae of the proposed professional. Where a resource/professional is being out-sourced, a contract or agreement between both parties is to be submitted.

Bidders must submit all returnable documents as listed on Appendix B herein. Failure to submit all the requested documents could result in the bid not being considered.

A detailed organogram is to provide details of the various **Registered Professionals** who will be dedicated to this project as well as details of who will lead the team as in this case, it would be the Registered Professional Electrical Engineer (PrEng). Approval must be sought in writing from the Department for any replacement of the designated professional/s.

Appointment will be as per Departmental Standard Conditions of Appointment for the respective Discipline.

The successful candidate will be expected to comply with the Kwazulu-Natal Department of Public Works' Conditions of appointment attached hereto as Appendix D.

5. EVALUATION CRITERIA

The evaluation criteria will be in three phases:

PHASE 1

- ☐ Administrative compliance
- ☐ Compliance with bid regulations (registration with CSD, tax clearance certificate and other prescripts requirements)

PHASE 2:

- ☐ Mandatory Requirements

EVALUATION CRITERIA	DOCUMENTATION TO BE PROVIDED
1. Profile of key staff and entity	1.1 Project specific Organogram that sets out the roles and responsibilities of each proposed team member. - Details of the lead Registered Professional Electrical Engineer (PR Electrical Eng.) and professional registration number of who will be leading the team and proposed team i.e. name & surname, number of years of experience, role & capacity. - Professional Electrical Engineer having more than (05) years' experience in similar nature projects. - Firm to indicate an alternative Professional Electrical Engineer in case of incapacity during the project period.
	1.2. Curriculum Vitae of each proposed team member to include a detailed experience in electrical work in infrastructure environment projects. - Certified copies of qualification (s) obtained in the relevant discipline.
	1.3. Proof of Registration with Council / Professional Body of each proposed team members.

2. Previous experience of the entity in the relevant stream of specialization.	2.1 Schedule of projects of a similar nature and value completed within the last 5 years (minimum 3) with specific reference to: Project name, type (nature) / description, value & duration (start & completion dates), client and client contact details for State & Private works
3. Professional Indemnity Insurance	3.1 Proof of the relevant professional Indemnity Insurance – Engineering: R3 million
4. Fee Calculation	4.1 Tenderers to provide calculation of fees breakdown in line with: a) Time based appointment on the NDPW Rates for reimbursable expenses (Latest published – May 2023) b) Engineering Council of South Africa (ECSA) Professional Fee Guideline

BIDDERS TO NOTE

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

PHASE 3:

- ☐ Price/ Financial Offer
- ☐ Evaluating using the Point System

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 (with the exception of the quotation letter) must be certified by the commissioner of oath and must not be older than 3 (three) months old from the date of request for quotation.

SECTION G

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....

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**

If so, furnish particulars:

.....

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

3. DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 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.
- 3.6 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.

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

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

SECTION H

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) Either the 90/10 or 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
Total points for Price and SPECIFIC GOALS	100

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

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

2. DEFINITIONS

- (a) **“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:

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)} \end{array}$$

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:

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} \end{array}$$

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)
Ownership by Black People Documentary Proof Required: 1) Sworn Affidavit; signed and dated by Commissioner of Oaths	20	

DECLARATION WITH REGARD TO COMPANY/FIRM

- 4.3. Name of company/firm.....
- 4.4. Company registration number:
- 4.5. TYPE OF COMPANY/ FIRM
- ☐ Partnership/Joint Venture / Consortium
 - ☐ One-person business/sole propriety
 - ☐ Close corporation
 - ☐ Public Company
 - ☐ Personal Liability Company
 - ☐ (Pty) Limited
 - ☐ Non-Profit Company
 - ☐ State Owned Company
- [TICK APPLICABLE BOX]

- 4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:
- i) The information furnished is true and correct;
 - ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
 - iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, 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.

.....	
SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:
DATE:
ADDRESS:

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,

Full name & Surname	
Identity number	

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:

Enterprise Name	
Trading Name (If Applicable):	
Registration Number	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of "Black People"	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 – who are citizens of the Republic of South Africa by birth or descent; or who became citizens of the Republic of South Africa by naturalisation- before 27 April 1994; or on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"
Definition of "Black Designated Groups"	"Black Designated Groups means: unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; Black people who are youth as defined in the National Youth Commission Act of 1996; 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; Black people living in rural and under developed areas; 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 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	Level One (135% B-BBEE procurement recognition level)	
At least 51% Black Owned	Level Two (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	Level Four (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: ____/____/____

Stamp

Signature of Commissioner of Oaths

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE

I, the undersigned,

Full name & Surname	
Identity number	

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:

Enterprise Name	
Trading Name (If Applicable):	
Registration Number	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of "Black People"	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 – who are citizens of the Republic of South Africa by birth or descent; or who became citizens of the Republic of South Africa by naturalisation- before 27 April 1994; or on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"
Definition of "Black Designated Groups"	"Black Designated Groups means: unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; Black people who are youth as defined in the National Youth Commission Act of 1996; 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; Black people living in rural and under developed areas; 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	Level One (135% B-BBEE procurement recognition level)	
At Least 51% black owned	Level Two (125% 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: ____/____/____

Stamp

Signature of Commissioner of Oaths

SECTION I

SBD
7.1

CONTRACT FORM - PURCHASE OF GOODS/WORKS

APPLICABLE		NOT APPLICABLE	X
------------	--	----------------	---

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution) in accordance with the requirements and 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 time of bid.

The following documents shall be deemed to form and be read and construed as part of this agreement:

Bidding documents, viz
 Invitation to bid;
 Tax clearance certificate;
 Pricing schedule(s);
 Technical Specification(s);
 Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2022;
 Bidder's disclosure
 Special Conditions of Contract;
 General Conditions of Contract; and
 Other (specify)

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 goods and/or works 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.

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.

I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

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

NAME (PRINT)
 CAPACITY
 SIGNATURE
 NAME OF FIRM
 DATE

WITNESSES	
1
2.
DATE:	

CONTRACT FORM - PURCHASE OF GOODS/WORKS**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

I..... in my capacity as..... accept your bid under reference numberdated.....for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).

An official order indicating delivery instructions is forthcoming.

I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE

CONTRACT FORM - RENDERING OF SERVICES

APPLICABLE	X	NOT APPLICABLE	X
------------	---	----------------	---

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)

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 .

The following documents shall be deemed to form and be read and construed as part of this agreement:

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 2022;
 Bidders declaration;
 Special Conditions of Contract;
 General Conditions of Contract; and
 Other (specify)

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.

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.

I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

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

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2

DATE:

CONTRACT FORM - RENDERING OF SERVICES**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

I..... in my capacity as..... accept your bid under reference numberdated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).

An official order indicating service delivery instructions is forthcoming.

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

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

CONTRACT FORM - SALE OF GOODS/WORKS

APPLICABLE		NOT APPLICABLE	X
------------	--	----------------	---

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

I hereby undertake to purchase all or any of the goods and/or works described in the attached bidding documents from (name of institution)..... in accordance with the requirements stipulated in (bid number)..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the seller during the validity period indicated and calculated from the closing time of bid.

The following documents shall be deemed to form and be read and construed as part of this agreement:

Bidding documents, viz
 Invitation to bid;
 Tax clearance certificate;
 Pricing schedule(s);
 Bidders Disclosure;
 Special Conditions of Contract;
 General Conditions of Contract; and
 Other (specify)

I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) cover all my obligations and I accept that any mistakes regarding price(s) and calculations will be at my own risk.

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.

I undertake to make payment for the goods/works as specified in the bidding documents.

I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

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

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

3.

DATE:

CONTRACT FORM - SALE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE SELLER)

I..... in my capacity as..... accept your bid under reference numberdated.....for the purchase of goods/works indicated hereunder and/or further specified in the annexure(s).

I undertake to make the goods/works available in accordance with the terms and conditions of the contract.

ITEM NO.	DESCRIPTION	PRICE (ALL APPLICABLE TAXES INCLUDED)

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

3.

4.

DATE

SECTION J

GENERAL CONDITIONS OF CONTRACT

Definitions

The following terms shall be interpreted as indicated:

“Closing time” means the date and hour specified in the bidding documents for the receipt of bids.

“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.

“Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

“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.

“Countervailing duties” are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

“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.

“Day” means calendar day.

“Delivery” means delivery in compliance of the conditions of the contract or order.

“Delivery ex stock” means immediate delivery directly from stock actually on hand.

“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.

“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.

“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.

“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.

“GCC” means the General Conditions of Contract.

“Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

“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.

“Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

“Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

“Order” means an official written order issued for the supply of goods or works or the rendering of a service.

“Project site,” where applicable, means the place indicated in bidding documents.

“Purchaser” means the organization purchasing the goods.

“Republic” means the Republic of South Africa.

“SCC” means the Special Conditions of Contract.

“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.

“Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

Application

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.

Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

General

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.

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

Standards

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

Use of contract documents and information; inspection.

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.

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.

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.

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.

Patent rights

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.

Performance security

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.

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.

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:

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

a cashier's or certified cheque

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.

Inspections, tests and analyses

All pre-bidding testing will be for the account of the bidder.

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.

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.

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.

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.

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.

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.

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

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.

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.

Delivery and documents

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.

Documents to be submitted by the supplier are specified in SCC.

Insurance

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.

Transportation

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

Incidental Services

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

performance or supervision of on-site assembly and/or commissioning of the supplied goods;
furnishing of tools required for assembly and/or maintenance of the supplied goods;
furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
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
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.

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.

Spare parts

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:

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
in the event of termination of production of the spare parts:
Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

Warranty

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.

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.

The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

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.

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.

Payment

The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

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.

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.

Payment will be made in Rand unless otherwise stipulated in SCC.

Prices

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.

Contract amendments

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

Assignment

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.

Subcontracts

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.

Delays in the supplier's performance

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.

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.

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.

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.

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.

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.

Penalties

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.

Termination for default

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:

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;

if the Supplier fails to perform any other obligation(s) under the contract; or

if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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.

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.

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.

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.

If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

the name and address of the supplier and / or person restricted by the purchaser;

the date of commencement of the restriction

the period of restriction; and

the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

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.

Anti-dumping and countervailing duties and rights

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.

Force Majeure

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.

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.

Termination for insolvency

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.

Settlement of Disputes

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.

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.

Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

Notwithstanding any reference to mediation and/or court proceedings herein,

the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and the purchaser shall pay the supplier any monies due the supplier.

Limitation of liability

Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6; 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 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.

Governing language

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.

Applicable law

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

Notices

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

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.

Taxes and duties

A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

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.

National Industrial Participation (NIP) Programme

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

Prohibition of Restrictive practices

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).

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 K

SPECIAL CONDITIONS OF CONTRACT

This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2022; the General Conditions of Contract (GCC) and the following applicable other Special Conditions of Contract.

1. Supplier must be registered on CSD to be awarded.
2. Supplier must deliver as per the specification provided.
3. Should bidders not quote for all items, they will be considered as being non-responsive.
4. The total quotation price must be inclusive of the cost of the supply, delivery.
5. The price quoted must be fixed for the period of 90 days.
6. The Department reserves the right not to award to the lowest bidder.
7. The Department will conduct a detailed risk assessment prior to the award.

The offers must remain valid for a period of 90 days from the closing date of the submission of bids.

SECTION L
AUTHORITY TO SIGN A BID

The bidder must indicate the enterprise status by signing the appropriate box hereunder.

(I) CLOSE CORPORATION	(II) COMPANIES	(III) SOLE PROPRIETOR	(IV) PARTNERSHIP	(V) CO- OPERATIVE	JOINT VENTURE / CONSORTIUM
					Incorporated
					Unincorporated

I/We, the undersigned, being the Member(s) of Cooperative/ Sole Owner (Sole Proprietor)/ Close Corporation/ Partners

(Partnership)/ Company (Representative) or Lead Partner (Joint Venture / Consortium), in the enterprise trading as:

.....

hereby authorise Mr/Mrs/Ms

.....

acting in the capacity of

.....

whose signature is

.....

to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

NAME	ADDRESS	SIGNATURE	DATE

(if the space provided is not enough please list all the director in the resolution letter)

Note:

The following document must be attached to this form according to the status of the enterprise, in the form of a resolution authorising

the signatory to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise, and

such resolution shall include a specimen signature of the signatory.

Co-operative:	Resolution letter from the directors
Close Corporation:	Resolution letter from the directors
Company:	Resolution letter from the director/s
Sole Proprietor:	Resolution letter from the director
Partnership:	Resolution letter from the director
Joint Venture / Consortium:	Resolution/agreement passed/reached' signed by the authorised representatives of the enterprises

Note: Director/s may appoint themselves if they will be the one signing all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

Failure to complete, sign and date this form and failure to provide the certificate(s) in the form of a resolution as described above shall result in the tender being considered non-responsive and rejected.

APPENDIX B – RETURNABLE DOCUMENTS: CHECKLIST OF RETURNABLE DOCUMENTS			
Item No.	Required Documents	Tick	
		Y	N
1.	Valid SARS Tax Clearance Pin Number, Tax number or original tax Clearance certificate (to be labelled as E1)		
2.	Central Supplier Database Registration with National Treasury (Unique Reference Number & Supplier Number)		
3	Proof of Registration with Council / Professional Body (Attach Letter of Good Standing with the relevant council if applicable dated during the year of Quotation) (to be labelled as E2)		
4.	Proof of Registration with Companies and Intellectual Property Commission (CIPC) (printout not older than 1 month) (to be labelled as E3)		
5.	Bidder's Disclosure – SBD 4		
6.	Original certified BBBEE Verification Certificate from Verification Agency accredited by the South African Accreditation System (SANAS) or Original certified SWORN AFFIDAVIT and copy of the latest Audited Annual Financial Statement		
7.	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 E4)		
8.	Proof of the relevant professional Indemnity Insurance – Geotechnical, Civil and Structural Engineering : R5,0 million Electrical, Mechanical Engineering : R3,0 million Architectural : R5,0 million Other : R3,0 million (to be labelled as E5)		
9.	Quotation from the Consultant (Attach Appendix A – Stamped and dated)		
10.	Company Profile (highlighting relevant experience on a similar project) (to be labelled as E6)		
11.	Attach proof of recently completed commissions on a similar project (i.e. Contract description, Contract value, client and client contact details for State & Private Works) to be labelled as E7)		
12	Company Organogram clearly indicating the structure of the office where the project is intended to be awarded and name Professional Registration Number of the Resident Professional for the Project. to be labelled as E8)		

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.

COPIES OF ORIGINAL DOCUMENTS/ CERTIFICATES ATTACHED MUST BE CERTIFIED.

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

APPENDIX C – 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 Public Works, Province Of Kwa-Zulu Natal (Revised January 2006)

C1.2.2 Data provided by the Employer

Clause	
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.	
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 Employer is the Department of Public Works .
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 Electrical Work Services 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 the "Notice and Invitation" .
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	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. 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.
3.14	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. 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. For fees stipulated as "time based" in C2.1 Pricing Instructions, C2.1.1.1: 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. 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.
4.4.1	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.
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.
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	The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions: 1. Travelling for which payment will be claimed, as defined in C2.1.7 Travelling and subsistence arrangements and tariffs of charges; 2. Deviate from the final programme as per the programme in clause 3.14 above; 3. Deviate from the programme (delayed or earlier); 4. Deviate from or change the Scope of Services; 5. Change Key Personnel on the Service.
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.
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>Indemnification of the Employer</p> <p>I, the undersigned, being duly authorized by the Service Provider, in terms of the completed resolution(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>.....(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,</p>

	<p>(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 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 exceptionis non causa debiti, non numeratae pecuniae and excussionis 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>NAME:</p> <p>CAPACITY:</p> <p>SIGNATURE:</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, and/or, 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> </tbody> </table>	Name	Principal and/or employed professional(s)	Specific duties	1.			2.			3.			4.			5.		
Name	Principal and/or employed professional(s)	Specific duties																	
1.																			
2.																			
3.																			
4.																			
5.																			
7.2	A Personnel Schedule is not required.																		
<p>If the space provided in the table above is not sufficient to describe the specific duties, this space may be utilized for such purpose</p>																			

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

SECTION A**A1. REGISTER OF CIVIL, STRUCTURAL, MECHANICAL AND ELECTRICAL ENGINEERS:**

- A1.1 The Department maintains panels of registered practices of Engineers of each Discipline practicing in the Province who have applied to the Department and been accepted for inclusion on the Rosters for Engineering commissions.
- A1.2 These panels are extended with each new accepted application and it is incumbent on Engineers to advise the Department in writing of any alterations to the structure of their practices, changes in numbers of staff, change of address and/or telephone and fax numbers, closing down of an office, etc. in order that the Department's records may be kept up-to-date.
- A1.3 For Engineering practices to be eligible for commissions from the Department, their Offices and/or Branch Offices must be under the full-time superintendence of a professional Engineer. Both the Engineer in charge and the Office must be registered with the E.C.S.A. in the appropriate discipline.

A2. APPOINTMENT OF THE ENGINEER:

- A2.12 Upon the Head deciding to carry out a project for which the services of an Engineer are required, the Head will offer the Engineer the commission for the service for acceptance in writing within 7 (seven) calendar days of receipt of the letter.
- A2.2 Acceptance of this commission signifies that the Engineer is in a position to commence with the duties on the date consistent with the requirements of the Department and to give priority to the work required under the commission.
- A2.3 The Engineering Service/s required in terms of the commission is/are stipulated in the Letter of Offer of Commission for the project.

A3. PROFESSIONAL DUTIES:

- A3.1 The Engineer shall, in addition to the duties specifically stated herein, do and perform all acts, matters and things which are usually done and performed by Engineers in the practice of their professions and shall also give advice in regard to any matter upon which the Head or Consultant Team may from time to time require assistance.
- A3.2 The Engineer shall exercise all reasonable diligence and skill necessary for the proper and prompt execution of the duties called for and shall carry them out in accordance with the procedures of the Department at all times. The scrutiny of project documentation by qualified personnel in the Department will in no way relieve the Engineer of professional responsibility in this regard.
- A3.3 The Engineer is obliged to abide by the Engineering Profession Act, 2000 (Act No. 46 of 2000) and any amendments thereto, by the Regulations framed in terms thereof and by the Constitution, rules and regulations of the E.C.S.A. and any amendments thereto.
- A3.4 The Engineer shall perform all duties as may be prescribed in these Conditions promptly, efficiently and in a manner that will safeguard the Province's interests at all times and in due order and sequence so as not to give the Contractor grounds for complaint or cause for claim against the Province.

A4. CONSULTANT TEAM:

- A4.1 The commissioning of other Consultants will, if required, be made by the Head.
- A4.2 The Engineer will be advised of the composition of the Consultant Team, and of the names and addresses of the Architect, Quantity Surveyor and other specialists who have or will be commissioned, to undertake services in connection with the project.
- A4.3 The Engineer will be required to provide the other Consultants with all necessary information relating to the service. The Engineer must at all times keep the other Consultants fully informed of the development and changes or variations proposed in the design of the project. The Engineer is to assess the impact of any change on the work of other Consultants before the contemplated change is initiated.
- A4.4 Should the Engineer neglect or delay to notify the other Consultants of any changes or deviation to the project which results in unnecessary fruitless work and resultant fees, the Engineer will be held responsible for the payment of these costs.
- A4.5 Where the Engineer requires professional services other than those Consultants already commissioned for this project, he must motivate his need to the Head. This applies to the commissioning of any other Consultants, Land Surveyors, Soil and Geotechnical Consultants, etc. All such professional commissions will only be made on the authority of the Head.

- A4.6 It may happen from time to time, or as needed by the Department, that two or more Engineering practices of the same discipline are commissioned for one service. In such cases, a Lead Consultant will be appointed by the Head, through whom all liaison will take place. Normal fees applicable to the service will be paid to the Lead Consultant and must be divided by the engineering practices according to their own agreement. Responsibility in such cases will be applied to the Lead Consultant commissioned, including Professional Indemnity Insurance.
- A5. **PRINCIPAL AGENT:**
- A5.1 A Principal Agent will be appointed by the Department and shall be responsible for leading and the co-ordination of the work of the Consultant Team comprising architects, engineers, quantity surveyors and other specialists.
- A5.2 The Principal Agent must check the work of the other Consultants in so far as it is necessary to ensure that all the work of the other Consultants is co-ordinated and shall *inter alia* be responsible for the arranging and holding of meetings as necessary and for the taking of minutes and distribution thereof.
- A5.3 On projects where the scope of work is only of a Civil or Structural or Mechanical or Electrical nature, the Engineer of that particular discipline will act as Principal Agent without additional remuneration.
- A5.4 Strict control must be exercised to ensure that time and cost programmes are adhered to.
- A6. **BRIEFING MEETING:**
- A6.1 As soon as possible after acceptance of the offer of commission, the Regional Manager will convene a Briefing Meeting, with the Managers: Architectural, Quantity Surveying and Engineering Services or their representatives being present, which all members of the Consultant Team will be required to attend.
- A7. **LIAISON PLANNING COMMITTEE MEETINGS:**
- A7.1 Meetings will be convened by the Principal Agent, who must ensure that minutes of the meetings are kept and circulated to all who need to be kept informed. These meetings are to be known as the Liaison Planning Committee Meetings. The first meeting must be attended by all members of the Consultant Team and all Departmental Liaison Officials.
- A7.2 Subsequent meetings are to be held, on a regular basis, at the discretion of the Liaison Planning Committee, to which the Departmental Liaison Officials must be invited.
- A8. **ATTENDANCE AT MEETINGS:**
- A8.1 The Engineer must (at no additional cost to the Province in regard to fees) attend meetings of the Department and Committees whenever required to do so for the purpose of submitting or explaining drawings or documents or for giving information or advice in regard to the Works or any matters arising therefrom or in connection therewith.
- A8.2 The Engineer shall also attend all meetings necessary for the proper execution of the Works including planning meetings, site meetings and any other meetings deemed necessary by the Head. No additional fees or remuneration shall be payable to the Engineer for attendance at such meetings as are necessary for the fulfilment of the basic service of the Engineer.
- A9. **ATTENDANCE AT SITE MEETINGS:**
- A9.1 The Principal Agent shall decide which of the Consultants shall attend the site meetings, taking into account the nature and stage of the project.
- A10. **DOCUMENTATION PROGRAMME:**
- A10.1 When the Briefing Meeting is held, the conditions relating to the timeous completion of Sketch Plans, Estimates, Preliminary Designs and other documentation will be stated.
- A11. **CO-ORDINATION OF ALL PRE-TENDER ACTIVITIES:**
- A11.1 The Principal Agent shall co-ordinate all pre-tender activities and shall furnish the Head with a work programme and time schedule for the production of all preliminary and design work, full documentation and estimates of cost, including all fees. Allowance for suitable periods for approvals must be made in consultation with the Head.
- A12. **MONTHLY REPORTS:**
- A12.1 The Principal Agent shall once a month during the pre-tender stage submit a report on the progress of the service to the Head. The report must confirm, or otherwise, the tender date anticipated at, and resulting from, Consultant Team meetings.

A13. **QUANTITY SURVEYOR:**

- A13.1 If the Department undertakes any necessary quantity surveying work departmentally or commissions and pays a Quantity Surveyor to prepare Bills of Quantities for the Works, the Engineer shall furnish the Quantity Surveyor with all such information as may be required, including working drawings, detail drawings, specifications, and whatever other information is necessary to enable the Bills of Quantities to be prepared.
- A13.2 The Department may also commission the Quantity Surveyor for the purpose of enabling the Principal Agent to certify payments to the contractor during the progress of the Works, on due completion thereof, and at any other time in accordance with the Contract, also to ascertain the amount of the increased or reduced cost of labour and materials as set forth in the Bills of Quantities, and from time to time and upon the completion of the work to adjust any variations in the Contract Sum or sums arising out of authorised variations. The Quantity Surveyor will furthermore be required to prepare cost reports during the planning stage as well as quarterly cost reports during the contract period and provide same through the Principal Agent to the Department, and all possible assistance must be rendered to ensure that these reports are accurate at the time of their preparation.
- A13.3 The Engineer shall supply the Quantity Surveyor with all information necessary for the above purpose.
- A13.4 Where no Quantity Surveyor is appointed, the Engineer may be required to fulfil the Quantity Surveyor's function.

A14 **TERMINATION OF COMMISSION:**

- A14.1 The commission of the Engineer may be terminated by the Head or by the Engineer at any time upon reasonable notice being given except on a service where litigation is in progress or is pending.
- A14.2 Should the composition of the practice at partner level be changed during this commission, the Head reserves the right to terminate the commission with immediate effect and to commission any other Engineer at the sole discretion of the Head.
- A14.3 In the event of the Engineer responsible for the project dying or leaving the practice or becoming unable to perform his functions or duties at any stage under this commission or if the structure of the practice is altered in any way after acceptance of the commission, the Head will have the right to decide whether the commission is to remain with the commissioned practice or whether the commission shall be terminated.
- A14.4 In the event of any of the above changes occurring, it is incumbent on the Engineer or his representative to immediately notify the Head in writing. A response shall be given by the Head in writing and until such time the original commission together with all its responsibilities *vis-a-vis* the Engineer shall remain in force.
- A14.5 In any event of termination of this commission whatsoever, the Head will be entitled to the receipt of all documentation, drawings, papers and copies of computer disks (if applicable) in the possession of the Engineer and related to the project and the Head may choose to withhold any outstanding payments until the receipt of same. The Head furthermore reserves the right to use such documentation for the purposes of completing the project in whichever way the Head deems necessary.
- A14.6 Upon such termination of this commission, or suspension or abandonment of the Works, the Engineer shall receive only such portion of the remuneration for the service calculated as a proportion to the amount of work completed at the date of termination, suspension or abandonment and based on the remuneration forming part of this commission. The Head may furthermore deduct any additional amounts as are deemed to be due by the Engineer to the Department.
- A14.7 In the event of a commission being terminated at a stage of the project when fee calculations are based on an estimated value for the Works because no tender sum is available, the Head shall have the right to adjust any such estimate which he deems to be inflated.
- A14.8 The Head may suspend, cancel or abandon the whole of the project or any part thereof at any stage and, in that event, no damages shall be claimable by the Engineer in addition to the remuneration laid down as herein specified.
- A14.9 Should the Engineer's failure to exercise his duties with reasonable diligence result in damage to the Department, the latter shall be entitled without prejudice to any other existing rights to claim such damage and deduct the same from any monies due under this commission or any other commission heretofore or hereafter existing between the Engineer and the Department.
- A14.10 Upon termination of this commission by either party, the Engineer shall still be required to accept responsibility and will be liable to the Head for giving of advice upon any portion of the work already executed by the Engineer or Contractor for the project.
- A14.11 The Head may claim damages from the Engineer if he fails or neglects to meet his obligations in terms of this commission.

A15. **SEQUESTRATION, LIQUIDATION AND JUDICIAL MANAGEMENT:**

A15.1 If the estate of the Engineer is sequestered or liquidated or if he be placed under judicial management or an administration order is issued against him by any Court, the Head shall have the right to make other arrangements at his own discretion for the completion of the engineering work specified herein and to recover any additional cost from his estate without prejudice to its rights to lodge claims in respect of damages that the Department may suffer.

A16. **INCAPACITY OR DEFAULT OF ENGINEER:**

A16.1 Should the Engineer become incapacitated, or for any reason is unable to perform his duties under this agreement, or should he delay the carrying out of any of the provisions of the commission, then the Engineer or his representative shall, if instructed to do so by the Head, hand over all drawings, computer disks, documents and papers whatsoever relating to the Works, provided that there shall be a lien on the said drawings, documents and papers until such equitable proportion of any unpaid balance of the remuneration hereinafter specified shall be agreed upon and paid or in default thereof, determined in the manner hereafter stated. No additional surcharge shall be payable to the Engineer.

A17. **ARBITRATION:**

A17.1 In case any dispute shall arise between the Department and the Engineer out of the interpretation of these Conditions, such dispute shall, unless otherwise settled between the Head and the Engineer, be first referred to a special committee appointed jointly by the Head and the KwaZulu-Natal Branch of the South African Association of Consulting Engineers.

A17.2 If they fail to reach agreement, the Head shall, at his sole discretion decide to refer the matter to either litigation or arbitration. Should the latter course of action be decided upon the arbitrator shall be appointed jointly by the Province and the President of the South African Association of Consulting Engineers and the decision of the Arbitrator shall be final and binding on both parties.

A18. **PROFESSIONAL INDEMNITY INSURANCE:**

A18.1 It is a condition of the commission that the Engineer shall be insured with an insurance company registered in the Republic of South Africa and proof of adequate cover and the duration thereof, may be required to be furnished, to the satisfaction of the Head. The professional indemnity policy shall, without limiting the amount for which the Engineer may be liable, provide cover against the following:-

- (a) Loss or damage suffered by the Department by reason of any error, omission or neglect amounting to breach of professional duty by the Engineer or the Engineer's employees in the discharge of his/their duties under the commission.
- (b) Liability for death or injury to any Third Party arising from error, omission or neglect amounting to breach of professional duty in the design of the Works for which the Engineer is responsible.
- (c) Any loss or damage arising from a breach by the Engineer of his obligations in terms hereof.

A19. **ALTERATIONS TO APPROVED DESIGN:**

A19.1 The Engineer shall not make any material alteration, addition or omission to any approved design without the written consent of the Head, except in cases of emergency or necessity during construction or on the direct instruction of the Department.

A20. **REPLANNING:**

A20.1 The Engineer must be aware of, and must make all the other Consultants aware that any costs incurred due to any replanning caused by the non-compliance with space and cost limits shall be for the various Consultant's own accounts.

A21. **COMMUNICATION WITH CLIENT DEPARTMENTS:**

A21.1 Under no circumstances may any instructions regarding variations to a service be accepted from the Head of an institution, his staff or management committee unless express authority has been given in writing by the Head. All matters must be referred to the Head for liaison with the Client Department.

A22. **COPYRIGHT:**

A22.1 The copyright of all drawings and other documentation prepared by the Engineer shall vest in the Head who shall be entitled to use any or all of them for other services but not including the repetition of a engineering design without prior agreement with the Engineer or unless otherwise specified at the outset of the project. In the event of termination of this commission, the Head reserves the right to the use of the documentation for the completion of the project as and how he deems necessary.

A23. **NON-ASSIGNMENT:**

- A23.1 The Engineer shall not have the right to assign or transfer any benefit or obligation under this commission to a third party who is not his partner.
- A23.2 No part of this commission may be sub-let to any other Engineer without the prior approval of the Head. Failure to observe this condition shall entitle the Head to cancel this commission without any remuneration benefit.

A24. **NATIONAL PUBLIC WORKS PROGRAMME:**

- A24.1 Where it is a specific requirement that the project will be in line with the objectives of the National Public Works Programme, the Consultant Team is requested to ensure the following on all projects under their commission:-
- (a) Enhancement of local employment opportunities e.g. by enabling the use of local contractors, using labour intensive approaches and applying appropriate planning, design technology and contract documentation including contract structuring. It will be required to review standard documentation and specifications to ensure that they contain no clauses which are in conflict with this objective.
 - (b) Provision for technical and organisational training as an integral part of the contract. Financial provision for training must be made within the existing cost limit.
 - (c) Stimulation of the local community e.g. by utilising local human and other resources.
- A24.2 It may be required from the Consultant Team to furnish the Head with a statement of intent outlining the process the Consultant Team intends adopting to achieve the objectives as set out above.

A25. **DISCLOSURE OF INFORMATION:**

- A25.1 The Engineer is not to divulge any information of any kind whatsoever during the validity of this commission or at any time thereafter in respect of the nature, costs or established costs of the works to any person not officially concerned with the project unless with prior written approval of the Head.

A26. **LANGUAGE MEDIUM:**

- A26.1 The language medium for all documentation related to the project shall be in English.

A27. **PAYMENT FOR ENGINEERING WORK DONE:**

- A27.1 On payment by the Department for any aspect of the work associated with this project, the Engineer shall make available to the Department any copies of such material as are deemed necessary.

A28. **DOCUMENTATION CARRIED OUT ON COMPUTER BASED SYSTEM:**

- A28.1 Should any or all of the documentation associated with the project be carried out on a computer based system, the Department will have the right (without additional cost) to copies of disks or other approved forms of storage of this information for its own purposes. This may be requested at any stage of the project.

A29. **NOTICES:**

- A29.1 The Engineer will receive the following notifications:-
- (a) Letter of approval of sketch plans;
 - (b) Provincial Gazette Notice for Tender;
 - (c) Acceptance of Tender;
 - (d) Confirmation of Site Handing Over;
 - (e) Decision in regard to requests by the Contractor for extensions to the Contract Period.
 - (f) Confirmation of Completion (First Delivery);
 - (g) Confirmation of Final Delivery.

A30. **INFORMATION CIRCULARS:**

- A30.1 The Engineer may from time to time receive "Information Circulars" and other instructions. He shall ensure that each new instruction is acted upon at the appropriate time and, where applicable, included in all new documentation prepared by him.

A31. **NOTES FOR THE GUIDANCE OF ENGINEERS:**

A31.1 The Engineer shall execute his commission in accordance with the requirements contained in this document and in any Guide, etc., which may be issued with this document.

A32. **DEPARTMENTAL STANDARD OPERATING PROCEDURES FOR CONTRACT ADMINISTRATION (SOPs):**

The Engineer is referred to and shall take cognisance of the Departmental Standard Operating Procedures for Contract Administration which may be viewed at, and downloaded from, <http://kwazulu.net> which is the Provincial website – select “Works” and follow instructions.