



LIMPOPO
PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

**DEPARTMENT OF
AGRICULTURE AND RURAL DEVELOPMENT**

**TENDER NO.: ACDP 24/02
TENDER DOCUMENT FOR:**

**CALLING FOR EXPRESSIONS OF INTEREST FROM PROFESSIONAL
SERVICE PROVIDERS TO RENDER AGRICULTURAL ENGINEERING
SERVICES TO THE LIMPOPO DEPARTMENT OF AGRICULTURE AND
RURAL DEVELOPMENT**

NAME OF TENDERER	
VAT NUMBER (if registered for VAT)	
SUPPLIER CSD REGISTRATION NUMBER	
TAX COMPLIANCE STATUS PIN (to verify bidder's tax compliance status)	
TEL NUMBER	
CELL NUMBER	
FAX NUMBER	

PREPARED FOR:



LIMPOPO
PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

**DEPARTMENT OF
AGRICULTURE AND RURAL DEVELOPMENT**

**HEAD OF DEPARTMENT
LIMPOPO DEPT OF AGRICULTURE &
RURAL DEVELOPMENT
PRIVATE BAG X 9487
POLOKWANE
0700**

PREPARED BY



LIMPOPO
PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

**DEPARTMENT OF
AGRICULTURE AND RURAL DEVELOPMENT**

**ENGINEERING SERVICES HEAD OFFICE
LIMPOPO DEPT OF AGRICULTURE &
RURAL DEVELOPMENT
69 BICCARD STREET
POLOKWANE
0700**

CLOSING DATE: 31 OCTOBER 2024 TIME 11:00 AM

BRIEFING MEETING: 16 OCTOBER 2024 TIME 10:00 AM

67/69 Biccard Street, POLOKWANE, 0699, Private Bag X9487, Polokwane, 0700
Tel: (015) 294 3000 Fax: (015) 294 4504 Website: <http://www.lida.gov.za>

The heartland of Southern Africa - development is about people!

CALLING FOR EXPRESSIONS OF INTEREST FROM PROFESSIONAL SERVICE PROVIDERS TO RENDER AGRICULTURAL ENGINEERING SERVICES TO THE LIMPOPO DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT

TENDERER'S DETAILS

NAME OF TENDERER

.....

.....

PHYSICAL ADDRESS

.....

.....

POSTAL ADDRESS

.....

.....

CONTACT PERSON (NAME).....

(SURNAME).....

(PHONE No).....

(CELL No).....

(FAX No).....

(E-MAIL).....

CALLING FOR EXPRESSIONS OF INTEREST FROM PROFESSIONAL SERVICE PROVIDERS TO RENDER AGRICULTURAL ENGINEERING SERVICES TO THE LIMPOPO DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT

NOTICE AND INVITATION TO SUBMIT EXPRESSION OF INTEREST

Professional Service Providers are hereby invited to submit a proposal for the Expression of Interest to render Agricultural Engineering and related Scientific services to the Limpopo Department of Agriculture and Rural Development.

Tender documents will be obtainable from 4 October 2024, from the Departmental Website, on the following link: www.lidard.gov.za No payment is required to down-load the document from the Website.

Duly completed submissions enclosed in a sealed envelope marked “**EXPRESSIONS OF INTEREST FROM PROFESSIONAL SERVICE PROVIDERS TO RENDER AGRICULTURAL ENGINEERING SERVICES TO THE LIMPOPO DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT: NO ACDP 24/02, CLOSING DATE: 31 OCTOBER 2024**” with the name of the Consultancy, shall be deposited in the clearly marked tender box provided at Limpopo Department of Agriculture, 67/69 Biccard Street, Polokwane before **11:00** on the closing date. The tenders will be opened in public.

A Compulsory briefing session will be conducted on **16 OCTOBER 2024** and prospective Consultants are requested to meet the Engineer at **10:00** at the Offices of the Department of Agriculture and Rural Development in the Foyer of the Agrivillage 1 Building at 67/69 Biccard Street, Polokwane, Limpopo. Contract documentation will not be available at the meeting.

The technical ability of each Company to render a service in a specific category of engineering / scientific work will be evaluated. All the companies that meet the minimum requirements will be registered onto the data base into the applicable categories. Framework agreements will be entered into with all the qualifying companies to shorten the procurement process during the evaluation of costings.

Consultancies must have the necessary staff with applicable qualifications, experience and capacity to perform the required work.

BIDDING PROCEDURE:	TECHNICAL INFORMATION:
Mr Ndlozi VS Limpopo Department of Agriculture and Rural Development Private Bag X9487, Polokwane, 0700 Tel: 015- 294 3564 Fax: 015-294 4514 / 086 690 7051 Email: ndloziv@agric.limpopo.gov.za	Mr MJ Gouws Limpopo Department of Agriculture and Rural Development Private Bag X9487, Polokwane, 0700 Tel: 015- 294 3539 Cell: 082 953 9926 Email: gouwsmj@agric.limpopo.gov.za

LIMPOPO DEPARTMENT OF AGRICULTURE & RURAL DEVELOPMENT

TENDER NO.: ACDP 24/02

CALLING FOR EXPRESSIONS OF INTEREST FROM PROFESSIONAL SERVICE PROVIDERS TO RENDER AGRICULTURAL ENGINEERING SERVICES TO THE LIMPOPO DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT

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CALLING FOR EXPRESSIONS OF INTEREST FROM PROFESSIONAL SERVICE PROVIDERS TO RENDER AGRICULTURAL ENGINEERING SERVICES TO THE LIMPOPO DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT

TENDER NO.: ACDP 24/02

LIST OF RETURNABLE DOCUMENTS

The Tenderer must complete the following Returnable Documents:

1. Returnable Schedules required only for Tender Evaluation purposes.

- Summary report of Company registration with Central Supplier Database (CSD)
- Registration Certificates of entities – Joint Ventures / Close Corporation / Partnership / Company / Sole Proprietor
- Compulsory Enterprise Questionnaire
- Curriculum Vitae of Key Personnel
- Schedule of Sub-Consultants
- Company profile, including track record.
- Certified copy / copies of ID documents for all owners of the company (Certification not older than three months)
- Certified copy of valid good standing with Workman Compensation Fund (COIDA)
- SBD 4: Bidders Disclosure

2. Returnable Schedules that will be incorporated into the Contract.

- SBD 1: Invitation to Tender
- Joint Venture Agreement / Power of Attorney (If applicable)
- Professional Indemnity Insurance
- Professional Registration Certificates (Copies)
- Current works load declaration.
- Specific Scope of Work (Category of Engineering / Scientific Work)
- Work Fields of Specialists
- Equipment and Software

3. Contract

- Form of Offer and Acceptance
- Contract Data
- General Conditions of Contract
- Terms of Reference

PART A INVITATION TO BID

SBD 1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE AGRICULTURE AND RURAL DEVELOPMENT							
BID NUMBER:	ACDP 24/02	CLOSING DATE: 31 OCTOBER 2024		CLOSING TIME:	11H00		
DESCRIPTION	CALLING FOR EXPRESSIONS OF INTEREST FROM PROFESSIONAL SERVICE PROVIDERS TO RENDER AGRICULTURAL ENGINEERING SERVICES TO THE LIMPOPO DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT						
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)							
67/69 BICCARD STREET DEPARTMENT							
DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT							
POLOKWANE							
0699							
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO				TECHNICAL ENQUIRIES MAY BE DIRECTED TO:			
CONTACT PERSON	VS Ndlozi			CONTACT PERSON	MJ Gouws		
TELEPHONE NUMBER	015 294 3564			TELEPHONE NUMBER	(015) 294 3539		
FACSIMILE NUMBER				FACSIMILE NUMBER			
E-MAIL ADDRESS	ndloziv@agric.limpopo.gov.za			E-MAIL ADDRESS	gouwsmj@agric.limpopo.gov.za		
SUPPLIER INFORMATION							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER	CODE			NUMBER			
CELLPHONE NUMBER							
FACSIMILE NUMBER	CODE			NUMBER			
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:			OR	CENTRAL SUPPLIER DATABASE No:	MAAA	
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /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

SBD 1

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

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

DATE:

SBD4 BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

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

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?
YES/NO

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

(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 consortium (2) will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

(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.

CENTRAL SUPPLIER DATABASE (CSD) SUMMARY REPORT

[Tenderer's CENTRAL SUPPLIER DATABASE (CSD) SUMMARY REPORT to be attached here]

CERTIFICATE OF AUTHORITY OF AN ENTITY

Indicate the status of the Tenderer by ticking the appropriate box hereunder. The Tenderer must complete the Certificate set out below for the relevant category.

(I) Company	(II) Close Corporation	(III) Partnership	(IV) Joint Venture	(V) Sole Proprietor

(I) CERTIFICATE FOR COMPANY

I, chairperson of the Board of Directors of
....., hereby confirm that by resolution of the Board (copy
attached) taken on 20.....,

Mr/Ms, acting in the capacity of
....., was authorised to sign all Documents in
connection with this Tender and any Contract resulting from it on behalf of the Company.

Signature of Chairman:

Signature of Signatory:

As Witnesses:

1..... Name in Block Letters.....

2..... Name in Block Letters.....

Date:

(II) CERTIFICATE FOR CLOSE CORPORATION

We, the undersigned, being the key Members in the business trading as.....
..... hereby authorise Mr/Ms,
acting in the capacity of, to sign all Documents
in connection with the Tender for Contract No and any Contract resulting from it on our behalf.

Signature of Signatory:

As Witnesses:

1..... Name in Block Letters.....

2..... Name in Block Letters.....

Date:

NAME	ADDRESS	SIGNATURE	DATE

Note: *This Certificate is to be completed and signed by all of the key Members upon whom rests the Direction of the Affairs of the Close Corporation as a whole.*

(III) CERTIFICATE FOR PARTNERSHIP

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

.....hereby authorise Mr/Ms.....

acting in the capacity of , to sign all Documents in connection

with the Tender for Contract No and any Contract resulting from it on our behalf.

Signature of Signatory:

As Witnesses:

1..... Name in Block Letters.....

2..... Name in Block Letters.....

Date:

NAME	ADDRESS	SIGNATURE	DATE

Note: *This Certificate is to be completed and signed by all of the key Partners upon who rests the Direction of the Affairs of the Partnership as a whole.*

(IV) **CERTIFICATE FOR JOINT VENTURE**

We, the undersigned, are submitting this Tender Offer in Joint Venture and hereby authorize Mr/Ms , authorized signatory of the Company, acting in the capacity of Lead Partner, to sign all Documents in connection with the Tender Offer for Contract No and any Contract resulting from it on our behalf.

This authorization is evidenced by the attached power of attorney signed by legally authorized signatories of all the Partners to the Joint Venture.

Signature of Signatory:

As Witnesses:

1..... Name in Block Letters.....

2..... Name in Block Letters.....

Date:

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME AND CAPACITY
Lead Partner		

Note: *This Certificate is to be completed and signed by all of the key Partners upon who rests the Direction of the Affairs of the Joint Venture as a whole.*

V) CERTIFICATE FOR SOLE PROPRIETOR

I....., hereby confirm that I am the Sole Owner of the

business trading as:.....

Signature of Sole Owner:

As Witnesses:

- 1..... Name in Block Letters.....
- 2..... Name in Block Letters.....

Date:

REGISTRATION CERTIFICATE OF AN ENTITY

[Important note to Tenderer: Registration Certificates for Companies, Close Corporations, Partnerships and ID Documents for Sole Proprietors must be inserted here. In the case of a Joint Venture, a copy of a duly signed Joint Venture Agreement must be included]

COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a Joint Venture, **separate** Enterprise questionnaires in respect of each Partner must be completed and submitted.

Section 1: Name of Enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of Sole Proprietors and Partners in Partnerships

Name*	Identity number*	Personal income tax number*

* Complete only if Sole Proprietor or Partnership and attach separate page if more than 3 Partners

Section 5: Particulars of Companies and Close Corporations

Company registration number

Close Corporation number

Tax reference number

Section 6: Record in the service of the State

Indicate by marking the relevant boxes with a cross, if any Sole Proprietor, Partner in a Partnership or Director, Manager, Principal Shareholder or Stakeholder in a Company or Close Corporation is currently or has been within the last 12 months in the service of any of the following:

- | | |
|--|---|
| <input type="checkbox"/> a Member of any Municipal Council | <input type="checkbox"/> an employee of any Provincial Department, National or Provincial Public entity or Constitutional Institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a Member of any Provincial Legislature | <input type="checkbox"/> a Member of an Accounting Authority of any National or Provincial Public Entity |
| <input type="checkbox"/> a Member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of Parliament or a Provincial Legislature |
| <input type="checkbox"/> a Member of the Board of Directors of any Municipal entity | |
| <input type="checkbox"/> an Official of any Municipality or Municipal entity | |

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

Name of Sole Proprietor, Partner, Director, Manager, Principal Shareholder or Stakeholder	Name of Institution, Public Office, board or organ of State and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary

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

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a Sole Proprietor, Partner in a Partnership or Director, Manager, Principal Shareholder or Stakeholder in a Company or Close Corporation is currently or has been within the last 12 months been in the service of any of the following:

- ☐ a Member of any Municipal Council
☐ a Member of any Provincial Legislature
☐ a Member of the National Assembly or the National Council of Province
☐ a Member of the Board of Directors of any Municipal Entity
☐ an Official of any Municipality or Municipal entity
- ☐ an employee of any Provincial Department, National or Provincial Public Entity or Constitutional Institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
☐ a Member of an Accounting Authority of any National or Provincial Public entity
☐ an employee of Parliament or a Provincial Legislature

Name of spouse, child or parent	Name of Institution, Public Office, Board or Organ of State and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary

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

- i) authorizes the Employer to obtain a tax clearance Certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that the neither the name of the Enterprise or the name of any Partner, Manager, Director or other Person, who wholly or partly exercises, or may exercise, control over the Enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no Partner, Member, Director or other Person, who wholly or partly exercises, or may exercise, control over the Enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other Tendering entities submitting Tender Offers and have no other relationship with any of the Tenderers or those responsible for compiling the Scope of Work that could cause or be interpreted as a conflict of interest; and
- iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed Date

Name Position

Enterprise
Name

CURRICULUM VITAE FORMAT OF KEY PERSONNEL

Name:		Date of birth:
Profession:		Nationality:
Qualifications:		
Professional Registration Number:		
Name of Employer (firm):		
Current position:		Years with firm:
<u>Employment Record:</u>		
<u>Experience Record Pertinent to Required service:</u>		

Certification:

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications, and my experience.

.....
Signature of person named in the Schedule

.....
Date

Name:		Date of birth:
Profession:		Nationality:
Qualifications:		
Professional Registration Number:		
Name of Employer (firm):		
Current position:		Years with firm:
<u>Employment Record:</u>		
<u>Experience Record Pertinent to Required service:</u>		

Certification:

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications, and my experience.

.....
Signature of person named in the Schedule

.....
Date

Name:		Date of birth:
Profession:		Nationality:
Qualifications:		
Professional Registration Number:		
Name of Employer (firm):		
Current position:		Years with firm:
<u>Employment Record:</u>		
<u>Experience Record Pertinent to Required service:</u>		

Certification:

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications, and my experience.

.....
Signature of person named in the Schedule

.....
Date

Name:		Date of birth:
Profession:		Nationality:
Qualifications:		
Professional Registration Number:		
Name of Employer (firm):		
Current position:		Years with firm:
<u>Employment Record:</u>		
<u>Experience Record Pertinent to Required service:</u>		

Certification:

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications, and my experience.

.....
Signature of person named in the Schedule

.....
Date

Name:		Date of birth:
Profession:		Nationality:
Qualifications:		
Professional Registration Number:		
Name of Employer (firm):		
Current position:		Years with firm:
<u>Employment Record:</u>		
<u>Experience Record Pertinent to Required service:</u>		

Certification:

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications, and my experience.

.....
Signature of person named in the Schedule

.....
Date

SCHEDULE OF PROPOSED SUB-CONSULTANTS

We notify you that it is our intention to employ the following Sub-Consultants for work in this Contract.

If we are awarded a Contract, we agree that this notification does not change the requirement for us to submit the names of proposed Sub-Consultants in accordance with requirements in the Contract for such appointments. If there are no such requirements in the Contract, then your written acceptance of this list shall be binding between us.

	Name and address of proposed Sub-Consultants	Field of expertise	Name of employee	Qualifications
1.				
2.				
3.				
4.				
5.				
6.				

Signed

Date

Name

Position

Tenderer

COMPANY PROFILE, INCLUDING TRACK RECORD

[Abbreviated company profile, giving history, status, activities, staff and track record of the tendering entity, to be inserted here. In case of a Joint Venture, a separate profile for each partner must be submitted]

COPY OF WORKMEN'S COMPENSATION REGISTRATION CERTIFICATE (OR PROOF OF PAYMENT OF CONTRIBUTIONS IN TERMS OF THE COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT NO. 130 OF 1993)

[Certified Copy of the Certificate or Proof of Payment thereof obtained from the Workmen's Compensation Commissioner to be inserted here]

PROFESSIONAL INDEMNITY INSURANCE

[Attach copy of the PROFESSIONAL INDEMNITY INSURANCE here]

PROFESSIONAL REGISTRATION CERTIFICATES OF ALL THE PROFESSIONALS

[Attach copies of the Registration Certificates of all the Professionals here]

SCHEDULE OF CURRENT WORKLOAD

The following is a Statement of the Current Workload of the Tenderer:

[illegible]

SIGNATURE:
(of person authorised to sign on behalf of the Tenderer)

DATE:

SPECIFIC SCOPE OF WORK
(CATEGORY OF ENGINEERING / SCIENTIFIC WORK)

Indicate the specific category of engineering and/or Scientific field that services can be rendered.
There will be no limit to the number of categories a company can register on.

NO.	CATEGORY OF ENGINEERING/SCIENTIFIC WORK	Tick if Service can be rendered
SS1	Geo-hydrological services	
SS2	Geo-technical services	
SS3	Environmental Impact Assessment services (EIA)	
SS4	Water source development and supply (Incl. Hydrological services)	
SS5	Irrigation, Net-houses and Tunnels (Incl. Automation and Climate Control)	
SS6	Farm structures and Animal production & handling facilities	
SS7	Soil Conservation Structures (Incl. Stock watering supply and fencing)	
SS8	Canals, Weirs, and dams	
SS9	Agro-Processing and Packaging facilities (Incl. Cold storage)	
SS10	Structural Engineering	
SS11	Farm Roads and Low Water Bridges	
SS12	Electricity supply and reticulation	
SS13	Dam Safety	
SS14	Architectural projects – Offices & Housing (Incl. Quantity Surveying)	
SS15	Quantity Surveying	
SS16	Social facilitation	

SIGNATURE:
(of person authorised to sign on behalf of the Tenderer)

DATE:

WORK FIELDS OF SPECIALISTS

Indicate the team of specialists that can render a service under this contract.

Category	Fields of Specialists	Name of Specialist	Qualification of Specialist	Years of Experience
SS1	Geo-hydrologist			
SS2	Geo-technical			
SS3	Environmental Impact Assessment			
SS4	Pipeline & reticulation systems			
SS4	Pump stations			
SS4	Reservoirs			
SS5	Irrigation (SABI Accredited designer)			
SS5	Net-houses (Agricultural)			
SS5	Tunnels (Agricultural)			
SS5	Sub-surface Drainage in cultivated lands			
SS5	Soil Scientist			
SS6	Animal Production & handling facilities			
SS6	Piggeries			
SS6	Poultry			
SS6	Aquaculture			
SS7	Soil Conservation works in cultivated lands & grazing			
SS8	Dams, weirs, and abstraction works			
SS8	Canals			
SS9	Agro-processing			
SS10	Structural Engineering			
SS11	Farm Roads			
SS11	Low water bridges			

SS12	Electrical Engineering			
SS13	Dam Safety (Registered APP with DWS)			
SS14	Architect			
SS15	Quantity Surveyor			
SS16	Social Facilitation			
PS4	Land surveyor			
NS5	Construction Supervision (Resident Engineer)			
NS5	Construction Supervision (Assistant RE)			
AS4	Occupational Health and Safety			
AS6	Lead Consulting Engineer			
AS7	Construction Contract Management			
AS8	Mediation, Arbitration and Litigation			

Other (list up to max. 3)

1				
2				
3				

SIGNATURE:
(of person authorised to sign on behalf of the Tenderer)

DATE:

Equipment and Software

Complete the table below to indicate the equipment and software available to render a service under this contract.

Computers and Software

	Hardware	Locality	Number
1	Computers		
2	Printers		
3	Printer and Copier A4 (All in one)		
4	Printer and Copier A4 and A3 (All in one)		
5	Plotter and Plan scanner A0 / A1 (All in one)		

	Software	Locality	Number
1	Microsoft Office Suite (or similar)		
2	Project Management (e.g. MS Projects)		
3	CAD Design Software (e.g. AllyCad)		
4	GIS (e.g. Arcinfo / Arcview / Planet GIS)		
5	Irrigation requirements (SAPWAT / CROPWAT)		
6	Other (please specify)		

OTHER EQUIPMENT

	Equipment	Locality	Number
1	GPS Handheld		
2	Cell phone with GPS function		
3	Camera		
4	Cell phone with camera		
5	Realtime Survey GPS		
6	Drone with camera		
7	Survey Drone with applicable software		
8	Magnetic and electro-magnetic measuring device		
9	Dynamic Cone Penetrometer		
10	Data logger		
11	Soil survey auger		
12	Other (please specify)		

FORM OF OFFER AND ACCEPTANCE

LIMPOPO DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT

TENDER NO.: ACDP 24/02

CALLING FOR EXPRESSIONS OF INTEREST FROM PROFESSIONAL SERVICE PROVIDERS TO RENDER AGRICULTURAL ENGINEERING SERVICES TO THE LIMPOPO DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT

FORM OF OFFER AND ACCEPTANCE

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FORM OF OFFER AND ACCEPTANCE

1.1 Offer

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

CALLING FOR EXPRESSIONS OF INTEREST FROM PROFESSIONAL SERVICE PROVIDERS TO RENDER AGRICULTURAL ENGINEERING SERVICES TO THE LIMPOPO DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the tender 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 an amount to be determined in accordance with the conditions of contract identified in the Contract Data.

The offered total of the Prices inclusive of Value Added Tax is:

_____ Rand (in words);

R_____ (in figures)

This offer may be accepted by the Employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the 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.

Signature(s) _____

Name(s) _____

Capacity for
the tenderer _____

(Name and address of organization)

Name and
signature of
witness _____ Date _____

1.2 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 1 Agreements and contract data, (which includes this agreement)
- Part 2 Pricing data
- Part 3 Scope of work.

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 3 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 said documents are valid unless contained in this schedule, which must be signed by the authorised representative(s) of both parties.

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 at, or just after, the date this agreement comes into effect. 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 on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now Service Provider) within five days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature(s) _____

Name(s) _____

Capacity for
the Employer _____

Department of Agriculture and Rural Development; 67/69 Biccard Str. Polokwane 0699
(Name and address of organization)

Name and
signature of
witness _____ Date _____

1.3 Schedule of Deviations

Notes:

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

1 Subject: _____

Details: _____

2 Subject: _____

Details: _____

3 Subject: _____

Details: _____

4 Subject: _____

Details: _____

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

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

For the tenderer:

Signature(s) _____

Name(s) _____

Capacity for
the tenderer _____

(Name and address of organization)

Name and
signature of
witness

Date _____

For the Employer:

Signature(s) _____

Name(s) _____

Capacity for
the Employer _____

Department of Agriculture and Rural Development; 67/69 Biccard Str. Polokwane 0699
(Name and address of organization)

Name and
signature of
witness _____

Date _____

1.4 CONTRACT DATA

The Conditions of Contract are the *Standard Professional Services Contract (July 2009) (Third Edition of CIDB document 1014)* published by the Construction Industry Development Board.

Part 1: Data provided by the Employer

Clause 3.4: **Name of Employer:** Limpopo Department of Agriculture and Rural Development, Polokwane

Clause 3.4: **Address of Employer:**

Physical:

Postal:

Limpopo Department of Agriculture and Rural Development
69/67 Biccard Street
Polokwane
0699

Limpopo Department of Agriculture and Rural Development
P Bag X9487
Polokwane
0700

E-Mail:

Telephone No: (015) 294 3000

Fax No: (015) 294 4535

Clause 4.3.2: The authorized and designated representative of the Employer is:
Name of the Project Manager: To be provided for a specific project
Name of the Project Engineer: To be provided for a specific project

Clause 1: **Name of the Project:**
To be provided for a specific project during the next stage of appointment

Clause 3.5: **Location of the Project:**
To be provided for a specific project during the next stage of appointment

Clause 3.12 The penalty payable is 0.05% of the Total Task Order Sum per Calander Day subject to a maximum amount of 80% of the Total Task Order Sum.

Clause 3.15.1: The programme shall be submitted within 14 Days of the award of the Contract (Issuing of an Official Order) for the applicable project.

Clause 3.15.2: The Service provider shall update the programme at intervals not exceeding 4 weeks.

Clause 3.16: The time-based fees shall be adjusted for inflation as indicated in SBD 3.3, Item 8 and 9.

Clause 3.16.1: The indices are those contained in Table A of P0141 Consumer Price Index for all services published by Statistics South Africa.

Clause 5.4.1: The Service Provider/s (Consultant and Sub-Consultants) shall each, at their own cost, take out and maintain in force Professional Indemnity Insurance for the duration of the project (Task Order) for an amount as set out in Schedule in respect of each claim, without limit to the number of claims.

Professional Indemnity Insurance Schedule:
Geotechnical, Civil and Structural Engineering: R5 million
Electrical, Mechanical, and other Engineering: R3 million
Architectural: R5 million
All other services: R3 million

- Clause 5.5: The service provider is required to obtain the Employer's prior approval in writing before taking any of the following actions:
Add to the list as in the Standard Professional Services Contract.
d. Any additional work that has a cost implication.
- Clause 7.2: The Service Provider is required to provide personnel in accordance with the provisions of clause 7.2 and to complete the Personnel Schedule.
- Clause 8.1: The time to commence the performance of the Services is within 14 days after the date that the Contract becomes effective (Official order).
- Clause 8.4.3 (c): The period of suspension under clause 8.5 is not to exceed 12 months.
- Clause 9.1: Copyright of the documents prepared for the Project shall be vested with the Employer – Limpopo Department of Agriculture and Rural Development.
- Clause 12.1.2: Interim settlement of disputes is to be by adjudication.
- Clause 12.2 / 3 / 4: Final settlement is by arbitration.
- Clause 13.1.3: All persons in a joint venture or consortium shall carry a minimum professional indemnity insurance as indicated in clause 5.4.1
- Clause 15: The interest rate will be prime interest rate of the Employers Bank at the time that the amount is due.

Part 2: Data provided by the Service Provider

Clause 1: **Name of Service Provider:**

Clause 3.4: **Address of Service Provider:**

Physical:

Postal:

E-Mail:

Telephone No: _____

Fax No: _____

Clause 5.3: The authorized and designated representative of the Service Provider is:

Name: _____

Cell No.: _____

1.5 PERSONNEL SCHEDULE

(Clause 5.5 and 7.12)

NAME	TITLE	JOB DESCRIPTION	QUALIFICATIONS	Estimated time of Engagement on Projects (Percentage)

NAME	TITLE	JOB DESCRIPTION	QUALIFICATIONS	Estimated time of Engagement on Projects (Percentage)

LIMPOPO DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT

TENDER NO.: ACDP 24/02

**CALLING FOR EXPRESSIONS OF INTEREST FROM
PROFESSIONAL SERVICE PROVIDERS TO RENDER
AGRICULTURAL ENGINEERING SERVICES TO THE LIMPOPO
DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT**

STANDARD PROFESSIONAL SERVICES CONTRACT

(July 2009)

(Third Edition of CIDB Document 1014)



Construction Industry Development
Board Pretoria - Head Office

Tel: 012 482 7200

Fraud line: 0800 11 24 32Call
Centre: 0860 103 353

E-mail: cidb@cidb.org.za

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GENERAL CONDITIONS OF CONTRACT

1. DEFINITIONS

In the Contract, the following words and expressions shall have the meanings indicated, except where the context otherwise requires. Defined terms and words are signified in the text of the Contract by the use of capital initial letters.

Contract

The Contract signed by the Parties and of which these General Conditions of Contract form part.

Contract Data

Specific data, which together with these General Conditions of Contract, collectively describe the risks, liabilities and obligations of the contracting Parties and the procedures for the administration of the Contract.

Contract Price

The price to be paid for the performance of the Services in accordance with the Pricing Data.

Day

A calendar day.

Defect

A part of the Services, as performed, which does not comply with the requirements of the Contract.

Deliverable

Any measurable, tangible, verifiable outcome, result or item that must be produced or completed.

Employer

The contracting party named in the Contract who employs the Service Provider.

Force Majeure

An event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

Key Persons

Persons who are named as such in the Contract Data who will be engaged in the performance of the Services.

Others

Persons or organisations who are not the Employer, the Service Provider or any employee, Subcontractor, or supplier of the Service Provider.

Parties

The Employer and the Service Provider.

Period of Performance

The period within which the Services are to be performed and completed, commencing from the Start Date.

Personnel

Persons hired by the Service Provider as employees and assigned to the performance of the Services or any part thereof.

Personnel Schedule

A schedule naming all Personnel and Key Persons.

Pricing Data

Data that establishes the criteria and assumptions that were taken into account when developing the Contract Price and the record of the components that make up the Contract Price.

Project

The project named in the Contract Data for which the Services are to be provided.

Scope of Work

The document which defines the Employer's objectives and requirements and specifies the Services which must, or may, be provided under the Contract.

Service Provider

The contracting party named in the Contract Data who is employed by the Employer to perform the Services described in the Contract, and legal successors to the Service Provider and legally permitted assignees.

Services

The work to be performed by the Service Provider pursuant to the Contract as described in the Scope of Work.

Start date

The date on which the Services are to commence. as stated in the Contract Data

Subcontractor

A person or body corporate who enters into a subcontract with the Service Provider to perform part of the Services.

2. INTERPRETATION

- 2.1 Unless inconsistent with the context, an expression which denotes:
- a) any gender includes the other genders,
 - b) a natural person includes a juristic person and vice versa,
 - c) the singular includes the plural and vice versa.
- 2.2 If there is any conflict between the provisions of these General Conditions of Contract and the Contract Data, the provisions of the Contract Data shall prevail.
- 2.3 The clause headings shall not limit, alter or affect the meaning of the Contract.

3. GENERAL

3.1 Governing law

Law governing the Contract shall be the law of the Republic of South Africa.

3.2 Change in legislation

If after the commencement of the Contract, the cost or duration of the Services is altered as a result of changes in, or additions to, any statute, regulation or by-law, or the requirements of any authority having jurisdiction over any matter in respect of the Project, then the Contract Price and time for completion shall be adjusted in order to reflect the impact of those changes, provided that, within 14 Days of first having become aware of the change, the Service Provider furnished the Employer with detailed justification for the adjustment to the Contract Price or Period of Performance (or both).

3.3 Language

- 3.3.1 The language of the Contract and of all communications between the Parties shall be English.

3.3.2 All reports, recommendations and reports prepared by the Service Provider under the Contract shall be in English.

3.4 Notices

3.4.1 Any notice, request, consent, approvals or other communication made between the Parties pursuant to the Contract shall be in writing and forwarded to the address specified in the Contract Data. Such communication shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or one week after having been sent by registered post, or unless otherwise indicated in the Contract Data, when sent by e-mail or facsimile to such Party.

3.4.2 A Party may change its address for receipt of communications by giving the other Party 30 Days advance notice of such change.

3.5 Location

The Services shall be performed at such locations as are specified in the Contract Data, and where the location of a particular task is not so specified, at such locations as the Employer may approve.

3.6 Publicity and publication

Unless otherwise stated in the Contract Data, the Service Provider shall not release public or media statements or publish material related to the Services or Project within two (2) years of completion of the Services without the written approval of the Employer, which approval by the Employer shall not be unreasonably withheld.

3.7 Confidentiality

Both parties shall keep all sensitive information obtained by them in the context of the Contract confidential and shall not divulge it without the written approval of the other Party.

3.8 Variations

3.8.1 The Employer may, without changing the objectives or fundamental scope of the Contract, order variations to the Services in writing or may request the Service Provider to submit proposals, including the time and cost implications, for variations to the Services.

3.8.2 The reasonable cost of preparation and submission of such proposals and the incorporation into the Contract of any variations to the Services ordered by the Employer, including any change in the Contract Price, shall be agreed between the Service Provider and the Employer.

3.8.3 Where a variation is necessitated by default or breach of Contract by the Service Provider, any additional cost attributable to such variation shall be borne by the Service Provider.

3.9 Changes to the Contract Price or Period of Performance

3.9.1 The Service Provider is entitled to apply to the Employer for a change in Contract Price or the Period of Performance in the event that:

- a) a change in legislation takes place in accordance with the provisions of Clause 3.2;
- b) a variation to the Services is made in accordance with the provisions of Clause 3.8;
- c) the Employer or Others do not perform an action, provide access to people, places or things or perform work in accordance with the programme (see Clause 3.15);
- d) the contract is suspended in accordance with the provisions of Clause 8.5;
- e) the contract is restarted following a suspension; or
- f) an event occurs which neither Party could prevent, and which prevents the Service Provider from completing the Services or a part thereof.

- 3.9.2 The Service Provider shall submit proposals to change the Contract Price or the Period for Completion (or both) to the Employer within 6 weeks of becoming aware of an event described in 3.9.1 occurring, failing which, the Service Provider shall not be entitled to a change in the Contract Price or Period of Performance.
- 3.9.3 The Employer shall assess the changes to the Contract Price on the effect of the event on the Services based on time-based fees.
- 3.9.4 The Employer shall assess the changes to the Period of Performance on the basis of the time that planned completion as shown on the latest approved programme is delayed.

3.10 Sole agreement

The Contract constitutes the sole agreement between the Parties for the performance of the Services and any representation not contained therein shall not be of any force or effect. No amendments will be of any force or effect unless reduced to writing and signed by both Parties.

3.11 Indemnification

The Service Provider shall, at his own expense, indemnify, protect and defend the Employer, its agents and employees, from and against all actions, claims, losses and damage arising from any negligent act or omission by the Service Provider in the performance of the Services, including any violation of legal provisions, or rights of others, in respect of patents, trademarks and other forms of intellectual property such as copyrights.

3.12 Penalty

- 3.12.1 If due to his negligence, or for reasons within his control, the Service Provider does not perform the Services within the Period of Performance, the Employer shall without prejudice to his other remedies under the Contract or in law, be entitled to levy a penalty for every Day or part thereof, which shall elapse between the end of the period specified for performance, or an extended Period of Performance, and the actual date of completion, at the rate and up to the maximum amount stated in the Contract Data.
- 3.12.2 If the Employer has become entitled to the maximum penalty amount referred to in 3.12.1, he may after giving notice to the Service Provider:
- a) terminate the Contract
 - b) complete the Services at the Service Provider's cost.

3.13 Equipment and materials furnished by the Employer.

- 3.13.1 Equipment and materials made available to the Service Provider by the Employer, or purchased by the Service Provider with funds provided by the Employer for the performance of the Services shall be the property of the Employer and shall be marked accordingly. Upon termination or expiration of the Contract, the Service Provider shall make available to the Employer an inventory of such equipment and materials and shall dispose of them in accordance with the Employer's instructions.
- 3.13.2 The Service Provider shall, at his own expense, insure the equipment and materials referred to in 3.13.1 for their full replacement value.

3.14 Illegal and impossible requirements

The Service Provider shall notify the Employer immediately, on becoming aware that the Contract requires him to undertake anything which is illegal or impossible.

3.15 Programme

3.15.1 The Service Provider shall, within the time period set out in the Contract Data and whenever a programme is amended or revised, submit for the Employer's approval a programme for the performance of the Services which shall, inter alia, include:

- a) the order and timing of operations by the Service Provider and any actions, access to people, places and things and work required of the Employer and Others.
- b) the dates by which the Service Provider plans to complete work needed to allow the Employer and Others to undertake work required of them.
- c) provisions for float.
- d) the planned completion of the Services or part thereof in relation to a Period of Performance; and
- e) other information as required in terms of the Scope of Work or Contract Data.

3.15.2 The Employer may, during the course of the Contract, request the Service Provider to amend the programme. Where this is not practicable, the Service Provider shall advise the Employer accordingly and advise him of alternative measures, if any, which might be taken.

3.15.3 A programme shall be deemed to be approved if the Employer fails to approve such programme or give reasons for not approving a programme within three weeks of receipt of a request by the Service Provider to approve a programme.

3.15.4 The Service Provider shall update the programme:

- a) unless otherwise stated in the Contract Data, every three months to reflect actual progress to date.
- b) whenever a change in Period of Performance or Contract Price is applied for; and
- c) whenever a change in the Period of Performance is changed by the Employer and submit such revised programme to the Employer for approval.

3.16 Price adjustment to time-based fees for inflation

3.16.1 Time-based fees which are stated in the Pricing Data as a unique rate and are not calculated by multiplying the total annual cost of employment contained, shall unless otherwise stated in the Contract Data, be adjusted in terms of 3.16.2 on each anniversary of the Starting Date.

3.16.2 The adjustment to the time-based fees shall be equal to:

$$(\text{CPI}_n - \text{CPI}_s) / \text{CPI}_s$$

Where

CPI_s = the indices specified in the Contract Data during the month in which the start date falls

CPI_n = the latest indices specified in Contract Data during the month in which the anniversary of the Start Date falls

4. EMPLOYER'S OBLIGATIONS

4.1 Information

4.1.1 The Employer shall timeously provide to the Service Provider, free of cost, all available information and data in the Employer's possession which may be required for the performance of the Services.

4.1.2 The Employer shall provide the Service Provider with reasonable assistance required in obtaining other relevant information that the latter may require in order to perform the Services.

4.2 Decisions

The Employer shall, within a reasonable time, give his decision on any matter properly referred to him in writing by the Service Provider so as not to delay the performance of Services.

4.3 Assistance

4.3.1 The Employer shall co-operate with the Service Provider and shall not interfere with or obstruct the proper performance of the Services. The Employer shall as soon as practicable:

- a) authorise the Service Provider to act as his agent insofar as may be necessary for the performance of the Services.
- b) provide all relevant data, information, reports, correspondence and the like, which become available.
- c) procure the Service Provider's ready access to premises, or sites, necessary for the performance of the Services.
- d) assist in the obtaining of all approvals, licenses and permits from state, regional and municipal authorities having jurisdiction over the Project, unless otherwise stated in the Contract Data.

4.3.2 Unless otherwise communicated, the authorised and designated person named in the Contract Data has complete authority in giving instructions and receiving communications on the Employer's behalf and interpreting and defining the Employer's policies and requirements in regard to the Services.

4.4 Services of Others

The Employer shall, at his own cost, engage such Others as may be required for the execution of work not included in the Services, but which is necessary for the completion of the Project.

4.5 Notification of material change or defect

The Employer shall immediately advise the Service Provider on becoming aware of:

- a) any matter other than a change in legislation which will materially change, or has changed the Services;
or
- b) a material defect or deficiency in the Services.

4.6 Issue of instructions

Where the Service Provider is required to administer the work or services of Others, or any contract or agreement, on behalf of the Employer, then the Employer shall issue instructions related to such work, services, contract or agreement only through the Service Provider.

4.7 Payment of Service Provider

The Employer shall pay the Service Provider the Contract Price in accordance with the provisions of the Contract.

5. SERVICE PROVIDER'S OBLIGATIONS

5.1 General

5.1.1 The Service Provider shall perform the Services in accordance with the Scope of Work with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.

- 5.1.2 If the Service Provider is a joint venture or consortium of two or more persons, the Service Provider shall designate one person to act as leader with authority to bind the joint venture or consortium. Neither the composition nor the constitution of the joint venture or consortium shall be altered without the prior consent in writing of the Employer, which shall not be unreasonably withheld.

5.2 Exercise of authority

The Service Provider shall have no authority to relieve Others appointed by the Employer to undertake work or services on the Project of any of their duties, obligations, or responsibilities under their respective agreements or contracts, unless expressly authorised by the Employer in response to an application by the Service Provider in writing to do so.

5.3 Designated representative

Unless otherwise communicated, the authorised and designated person named in the Contract Data has complete authority to receive instructions from and give information to the Employer on behalf of the Service Provider.

5.4 Insurances to be taken out by the Service Provider

- 5.4.1 The Service Provider shall as a minimum and at his own cost take out and maintain in force all such insurances as are stipulated in the Contract Data.

- 5.4.2 The Service Provider shall, at the Employer's request, provide evidence to the Employer showing that the insurance required in terms of Clause 5.4.1 has been taken out and maintained in force.

5.5 Service Provider's actions requiring Employer's prior approval.

The Service Provider shall obtain the Employer's prior approval in writing before taking, inter alia, any of the following actions:

- a) appointing Subcontractors for the performance of any part of the Services,
- b) appointing Key Persons not listed by name in the Contract Data.
- c) any other action that may be specified in the Contract Data.

5.6 Co-operation with Others

If the Service Provider is required to perform the Services in co-operation with Others, he may make recommendations to the Employer in respect of the appointment of such Others. The Service Provider shall, however, only be responsible for his own performance and the performance of Subcontractors unless otherwise provided for.

5.7 Notice of change by Service Provider

On becoming aware of any matter which will materially change or has changed the Services, the Service Provider shall within 14 Days thereof give notice to the Employer.

6. CONFLICTS OF INTEREST

6.1 Service Provider not to benefit from commissions, discounts, etc.

The remuneration of the Service Provider under the Contract shall constitute the Service Provider's sole remuneration in connection with the Contract, or the Services, and the Service Provider shall not accept for his own benefit any trade commission, discount, or similar payment in connection with activities pursuant to the Contract, or in the discharge of his obligations under the Contract, and shall use his best efforts to

ensure that the Personnel, any Subcontractors, and agents of either of them shall, similarly, not receive any additional remuneration.

6.2 Royalties and the like

The Service Provider shall not have the benefit, whether directly or indirectly, of any royalty or of any gratuity or commission in respect of any patented or protected article or process used in or for the purposes of the Contract, or Project, unless so agreed by the Employer in writing.

6.3 Independence

The Service Provider shall refrain from entering into any relationship which could be perceived as compromising his independence of judgement, or that of Subcontractors or Personnel.

7. SERVICE PROVIDER'S PERSONNEL

7.1 General

7.1.1 The Service Provider shall employ and provide all qualified and experienced Personnel required to perform the Services.

7.1.2 Where required in terms of the Contract, the Service Provider shall provide Key Persons as listed in the Contract Data to perform specific duties. If at any time, a particular Key Person cannot be made available, the Service Provider may engage a replacement who is equally or better qualified to perform the stated duty, subject to the Employer's approval, which approval shall not be unreasonably withheld.

7.1.3 Where the fees for the Services are time-based, the fee payable for a person provided as a replacement to a named Key Person shall not exceed that which would have been payable to the person replaced.

7.1.4 The Service Provider shall bear all additional costs arising out of or incidental to replacement of Personnel, except where such replacement is otherwise provided for in the Contract.

7.1.5 The Service Provider shall take all measures necessary and shall provide all materials and equipment necessary to enable Personnel to perform their duties in an efficient manner.

7.2 Provision of Personnel in terms of a Personnel Schedule

7.2.1 The Service Provider shall, where required in terms of the Contract Data, provide appropriate Personnel for such time periods as required in terms of the Contract and enter all data pertaining to Personnel including titles, job descriptions, qualifications and estimated periods of engagement on the performance of the Services in the Personnel Schedule.

7.2.2 Where the Service Provider proposes to utilise a person not named in the Personnel Schedule, he shall submit the name, relevant qualifications and experience of the proposed replacement person to the Employer for approval. Should the Employer not object in writing within 10 Days of receipt of such notification, the replacement shall be deemed to have been approved by the Employer.

7.2.3 The Services shall be performed by the Personnel listed in the Personnel Schedule for the periods of time indicated therein. The Service Provider may, subject to the approval of the Employer, make such adjustments to the data provided in terms of Clause 7.2.1 above as may be appropriate to ensure the efficient performance of the Services, provided that the adjustments will not cause payments to exceed any limit placed on the Contract Price.

7.2.4 The Service Provider shall, if required in terms of Clause 7.2.1:

- a) forward to the Employer for approval, within 15 Days of the award of the Contract, the Personnel Schedule and a timetable for the placement of Personnel.
- b) inform the Employer of the date of commencement and departure of each member of Personnel during the course of the Project.
- c) submit to the Employer for his approval a timely request for any proposed change to Personnel, or timetables.

8. COMMENCEMENT, COMPLETION, MODIFICATION, SUSPENSION AND TERMINATION

8.1 Commencement of Services

The Service Provider shall commence the performance of the Services within the period stated in the Contract Data.

8.2 Completion

8.2.1 Unless terminated in terms of the Contract, or otherwise specified in the Contract Data, the Contract shall be concluded when the Service Provider has completed all Deliverables in accordance with the Scope of Work.

8.2.2 The Service Provider may request an extension to the Period of Performance if he is or will be delayed in completing the Contract by any of the following causes:

- a) additional Services ordered by the Employer.
- b) failure of the Employer to fulfil his obligations under the Contract.
- c) any delay in the performance of the Services which is not due to the Service Provider's default;
- d) Force Majeure; or
- e) suspension.

8.2.3 The Service Provider shall within 14 Days of becoming aware that a delay may occur or has occurred, notify the Employer of his intention to make a request for the extension of the Period of Performance to which he considers himself entitled and shall within 30 days after the delay ceases deliver to the Employer full and detailed particulars of the request.

8.2.4 The Employer shall, within 30 Days of receipt of a detailed request, grant such extension to the Period of Performance as may be justified, either prospectively or retrospectively, or inform the Service Provider that he is not entitled to an extension. Should the Service Provider find the decision of the Employer to be unacceptable he shall, nevertheless, abide by such decision in the performance of the Services and the matter shall be dealt with as a dispute in terms of Clause 12.

8.3 Force Majeure

8.3.1 The failure of a Party to fulfil any of its obligations under the Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures in order to meet the terms and conditions of this Contract, and has informed the other Party as soon as possible about the occurrence of such an event.

8.3.2 In the event that the performance of the Services has to be suspended on the grounds of Force Majeure, the Period of Performance shall be extended by the extent of the delay plus a reasonable period for the resumption of work.

8.3.3 During the period of his inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to any payment due in terms of the Contract

and shall be reimbursed for additional costs reasonably and necessarily incurred by him in suspending, delaying and re-activating the performance of the Services.

8.4 Termination

8.4.1 The Employer may terminate the Contract:

- (a) where the Services are no longer required.
- (b) where the funding for the Services is no longer available.
- (c) if the Service Provider does not remedy a failure in the performance of his obligations under the Contract within thirty (30) Days after having been notified thereof, or within any further period as the Employer may have subsequently approved in writing.
- (d) if the Service Provider becomes insolvent or liquidated; or
- (e) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) Days.

8.4.2 The Employer shall give the Service Provider not less than thirty (30) Days written notice of any termination made in terms of 8.4.1 (a) or (b).

8.4.3 The Service Provider may terminate the Contract, by giving not less than thirty (30) Days written notice to the Employer after the occurrence of any of the following events:

- (a) if the Employer fails to pay any monies due to the Service Provider in terms of the Contract and not subject to dispute pursuant to Clause 12 within forty-five (45) Days after receiving written notice from the Service Provider that such payment is overdue; or
- (b) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) Days; or
- (c) when the Services have been suspended under Clause 8.5 and the period of suspension exceeds the period stated in the Contract Data, or it is clear to the Service Provider that it will be impossible or impractical to resume the suspended Services before the period of suspension has exceeded the period stated in the Contract Data; or
- (d) if the Employer is in material breach of a term of the Contract and fails to rectify such breach within 30 Days of the receipt of written notice requiring him to do so.

8.4.4 Upon termination of this Contract pursuant to Clauses 8.4.1 or 8.4.3, the Employer shall remunerate the Service Provider in terms of the Contract for Services satisfactorily performed prior to the effective date of termination and reimburse the Service Provider any reasonable cost incident to the prompt and orderly termination of the Contract, except in the case of termination pursuant to events (c) and (d) of Clause 8.4.1.

8.4.5 Should the Service Provider, being an individual or the last surviving principal of a partnership or body corporate, die or be prevented by illness or any other circumstances beyond his control from performing the obligations implied by the Contract, the Contract shall be terminated without prejudice to the accrued rights of either Party against the other.

8.5 Suspension

8.5.1 The Employer may temporarily suspend all or part of the Services by notice to the Service Provider who shall immediately make arrangements to stop the performance of the Services and minimise further expenditure.

8.5.2 When Services are suspended, the Service Provider shall be entitled to pro-rata payment for the Services carried out and reimbursement of all reasonable cost incident to the prompt and orderly suspension of the Contract.

8.6 Rights and liabilities of the Parties

Completion, suspension or termination of the Contract shall not prejudice or affect the accrued rights or liabilities of the Parties.

9. OWNERSHIP OF DOCUMENTS AND COPYRIGHT

9.1 Copyright of all documents prepared by the Service Provider in accordance with the relevant provisions of the copyright Act (Act 98 of 1978) relating to Project shall be vested in the party named in the Contract Data. Where copyright is vested in the Service Provider, the Employer shall be entitled to use the documents or copy them only for the purposes for which they are intended in regard to the Project and need not obtain the Service Provider's permission to copy for such use. Where copyright is vested in the Employer, the Service Provider shall not be liable in any way for the use of any of the information other than as originally intended for the Project and the Employer hereby indemnifies the Service Provider against any claim which may be made against him by any party arising from the use of such documentation for other purposes.

9.2 The ownership of data and factual information collected by the Service Provider and paid for by the Employer shall, after payment by the Employer, lie with the Employer.

9.3 The Employer shall have no right to use any documents prepared by the Service Provider whilst the payment of any fees and expenses due to the Service Provider in terms of the Contract is overdue.

10. SUCCESSION AND ASSIGNMENT

10.1 Except as defined in Clause 8.4.4 above, each Party binds itself and its partners, successors, executors, administrators, assigns and legal representatives to the other Party and to the other partners, successors, executors, administrators, assigns and legal representatives of the other Party in respect of all obligations and liabilities of the Contract.

10.2 An assignment shall be valid only if it is a written agreement by which the Service Provider transfers his rights and obligations under the Contract, or part thereof, to others.

10.3 The Service Provider shall not, without the prior written consent of the Employer, assign the Contract or any part thereof, or any benefit or interest thereunder, except in the following cases:

- (a) by a charge in favour of the Service Provider's bankers of any monies due or to become due under the Contract; or
- (b) by assignment to the Service Provider's insurers of the Service Provider's right to obtain relief against any other person liable in cases where the insurers have discharged the Service Provider's loss or liability.

10.4 The approval of an assignment by the Employer shall not relieve the Service Provider of his obligations for the part of the Contract already performed or the part not assigned.

10.5 If the Service Provider has assigned his Contract or part thereof without authorization, the Employer may forthwith terminate the Contract and the third party will have no claim against the Employer resulting from such termination.

11. SUBCONTRACTING

11.1 A Service Provider may not subcontract any work which he has the skill and competency to perform, unless otherwise permitted in the Contract Data.

- 11.2 A subcontract, where permitted in terms of the Contract Data, shall be valid only if it is a written agreement by which the Service Provider entrusts performance of a part of the Services to Others.
- 11.3 The Service Provider shall not subcontract to nor engage a Subcontractor to perform any part of the Services without the prior written authorization of the Employer. The services to be sub-contracted and the identity of the Subcontractor shall be notified to the Employer. The Employer shall, within 14 Days of receipt of the notification and a full motivation why such services are to be subcontracted, notify the Service Provider of his decision, stating reasons, should he withhold such authorization. If the Service Provider enters into a subcontract with a Subcontractor without prior approval, the Employer may forthwith terminate the Contract.
- 11.4 The Employer shall have no contractual relationships with Subcontractors. However, if a Subcontractor is found by the Employer to be incompetent, the Employer may request the Service Provider either to provide a Subcontractor with qualifications and experience acceptable to the Employer as a replacement, or to resume the performance of the relevant part of the Services himself.
- 11.5 The Service Provider shall advise the Employer without delay of the variation or termination of any subcontract for performance of all or part of the Services.
- 11.6 The Service Provider shall be responsible for the acts, defaults and negligence of Subcontractors and their agents or employees in the performance of the Services, as if they were the acts, defaults or negligence of the Service Provider, his agents or employees. Approval by the Employer of the subcontracting of any part of the Contract or of the engagement by the Service Provider of Subcontractors to perform any part of the Services shall not relieve the Service Provider of any of his obligations under the Contract.

12. RESOLUTION OF DISPUTES

12.1 Settlement

- 12.1.1 The Parties shall negotiate in good faith with a view to settling any dispute or claim arising out of or relating to the Contract and may not initiate any further proceedings until either Party has, by written notice to the other, declared that such negotiations have failed.
- 12.1.2 Any dispute or claim arising out of or relating to the Contract which cannot be settled between the Parties shall in the first instance be referred by the Parties to either mediation or adjudication as provided for in the Contract Data.

12.2 Mediation

- 12.2.1 If the Contract Data does not provide for dispute resolution by adjudication, not earlier than 14 Days after having advised the other Party, in terms of Clause 12.1, that negotiations in regard to a dispute have failed, an aggrieved Party may require that the dispute be referred, without legal representation, to mediation by a single mediator. The mediator shall be selected by agreement between the Parties, or, failing such agreement, by the person named for this purpose in the Contract Data. The costs of the mediation shall be borne equally by the Parties.
- 12.2.2 The mediator shall convene a hearing of the Parties and may hold separate discussions with any Party and shall assist the Parties in reaching a mutually acceptable settlement of their differences through means of reconciliation, interpretation, clarification, suggestion and advice. The Parties shall record such agreement in writing and thereafter they shall be bound by such agreement.
- 12.2.3 The mediator is authorised to end the mediation process whenever in his opinion further efforts at mediation would not contribute to a resolution of the dispute between the Parties.

- 12.2.4 If either Party is dissatisfied with the opinion expressed by the mediator or should the mediation fail, then such Party may require that the dispute be referred to arbitration or litigation in a competent civil court, as provided for in the Contract Data.
- 12.3 Adjudication
- 12.3.1 If the Contract Data does not provide for dispute resolution by mediation, an aggrieved Party may refer the dispute to adjudication. Adjudication shall be in accordance with the latest edition of the separately published CIDB Adjudication Procedures.
- 12.3.2 The adjudicator shall be appointed in terms of the Adjudicator's Agreement bound in the Construction Industry Development Board's Adjudication Procedure.
- 12.3.3 The Adjudicator shall be any person agreed to by the parties or, failing such agreement, shall be nominated by the person named in the Contract Data. The Adjudicator shall be appointed in accordance with the Adjudicator's Agreement contained in the CIDB Adjudication Procedure.
- 12.3.4 If a Party is dissatisfied with the decision of the Adjudicator, the Party may give the other Party notice of dissatisfaction within 28 Days of the receipt of that decision and refer the dispute to arbitration or litigation in a competent civil court as provided for in the Contract Data. If no notice of dissatisfaction is given within the specified time, the decision shall be final and binding on the Parties.
- 12.4 Arbitration
- 12.4.1 Arbitration, where provided for in the Contract Data, shall be by a single arbitrator in accordance with the provisions of the Arbitration Act of 1965 as amended and shall be conducted in accordance with such procedure as may be agreed between the Parties or, failing such agreement, in accordance with the Rules for the Conduct of Arbitrations published by the Association of Arbitrators current at the date the arbitrator is appointed.
- 12.4.2 The arbitrator shall be mutually agreed upon or, failing agreement, to be nominated by the person named in the Contract Data.

13. LIABILITY

13.1 Liability of the Service Provider

- 13.1.1 The Service Provider shall be liable to the Employer arising out of or in connection with the Contract if a breach of Clause 5.1 is established against him.
- 13.1.2 The Service Provider shall correct a Defect on becoming aware of it. If the Service Provider does not correct a Defect within a reasonable time stated in a notification and the Defect arose from a failure of the Service Provider to comply with his obligation to provide the Services, the Service Provider shall pay to the Employer the amount which the latter assesses as being the cost of having such Defect corrected by Others.
- 13.1.3 All persons in a joint venture or consortium shall be jointly and severally liable to the Employer in terms of this Contract and shall carry individually the minimum levels of insurance stated in the Contract Data, if any.

13.2 Liability of the Employer

The Employer shall be liable to the Service Provider arising out of or in connection with the Contract if a breach of an obligation of his in terms of the Contract is established. The Service Provider shall have no separate delictual right of action against the Employer.

13.3 Compensation

If it is established that either Party is liable to the other, compensation shall be payable only on the following terms:

- (a) Compensation shall be limited to the amount of reasonably foreseeable loss and damage suffered as a result of the breach.
- (b) In any event, the amount of compensation will be limited to the amount specified in Clause 13.5.

13.4 Duration of Liability

Notwithstanding the terms of the Prescription Act No. 68 of 1969 (as amended) or any other applicable statute of limitation neither the Employer nor the Service Provider shall be held liable for any loss or damage resulting from any occurrence unless a claim is formally made within the period stated in the Contract Data or, where no such period is stated, within a period of three years from the date of termination or completion of the Contract.

13.5 Limit of Compensation

13.5.1 Unless otherwise indicated in the Contract Data, the maximum amount of compensation payable by either Party to the other in respect of liability under the Contract is limited to:

- a) the sum insured in terms of 5.4 in respect of insurable events; and
- b) the sum stated in the Contract Data or, where no such amount is stated, to an amount equal to twice the amount of fees payable to the Service Provider under the Contract, excluding reimbursement and expenses for items other than salaries of Personnel, in respect of non-insurable events.

13.5.2 Each Party agrees to waive all claims against the other insofar as the aggregate of compensation which might otherwise be payable exceeds the aforesaid maximum amount payable.

13.5.3 If either Party makes a claim for compensation against the other Party and this is not established, the claimant shall reimburse the other for his reasonable costs incurred as a result of the claim or if proceedings are initiated in terms of Clause 12 for such costs as may be awarded.

13.6 Indemnity by the Employer

Unless otherwise indicated in the Contract Data, the Employer shall indemnify the Service Provider against all claims by third parties which arise out of or in connection with the performance of the Services save to the extent that such claims do not in the aggregate exceed the limit of compensation in Clause 13.5, if applicable, or are covered by the insurances arranged under the terms of Clause 5.4.

13.7 Exceptions

13.7.1 Clauses 13.5 and 13.6 shall not apply to claims arising from deliberate misconduct.

13.7.2 The Service Provider shall have no liability whatsoever for actions, claims, losses or damages occasioned by:

- a) the Employer omitting to act on any recommendation, or overriding any act, decision or recommendation, of the Service Provider, or requiring the Service Provider to implement a decision or recommendation with which the Service Provider disagrees or on which he expresses a serious reservation; or
- b) the improper execution of the Service Provider's instructions by agents, employees or independent contractors of the Employer.

14. REMUNERATION AND REIMBURSEMENT OF SERVICE PROVIDER

The Employer shall remunerate and reimburse the Service Provider for the performance of the Services as set out in the Pricing Data. If not otherwise stated in the Pricing Data, the following shall apply:

- 14.1 The Service Provider shall be entitled to render interim monthly accounts for fees and reimbursements throughout the duration of the Contract. Interim amounts of lump sum fees due shall be based on progress.
- 14.2 Amounts due to the Service Provider shall be paid by the Employer within thirty (30) Days of receipt by him of the relevant invoices. If the Service Provider does not receive payment by the due date, he shall be entitled to charge interest on the unpaid amount, which is payable by the Employer, at the prime interest rate charged by his bank and certified by such bank, plus 2% per annum, and calculated from the due date of payment.
- 14.3 If any item or part of an item in an invoice submitted by the Service Provider is disputed by the Employer, the latter shall, before the due date of payment, give notice thereof with reasons to the Service Provider, but shall not delay payment of the balance of the invoice. Clause 14.2 shall apply to disputed amounts which are finally determined to be payable to the Service Provider.
- 14.4 In respect of Services charged for on a time-basis and all other reimbursable expenses the Service Provider shall maintain records in support of such charges and expenses for a period of twenty-four months after the completion or termination of the Contract. Within this period the Employer may, on not less than 14 Days notice, require that a reputable and independent firm of accountants, nominated by him at his expense, audit any claims made by the Service Provider for time charges and expenses by attending during normal working hours at the office where the records are maintained.

15. AMOUNTS DUE TO THE EMPLOYER

Amounts due to the Employer shall be paid by the Service Provider within thirty (30) Days of receipt by him of the relevant invoices. If the Employer does not receive payment by the due date, he shall be entitled to charge interest on the unpaid amount, which is payable by the Service Provider, at the rate stated in the Contract Data, calculated from the due date for payment.

TERMS OF REFERENCE

LIMPOPO DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT

TENDER NO.: ACDP 24/02

**CALLING FOR EXPRESSIONS OF INTEREST FROM
PROFESSIONAL SERVICE PROVIDERS TO RENDER
AGRICULTURAL ENGINEERING SERVICES TO THE LIMPOPO
DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT**

TERMS OF REFERENCE

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LIMPOPO DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT

TENDER NO.: ACDP 24/02

CALLING FOR EXPRESSIONS OF INTEREST FROM PROFESSIONAL SERVICE PROVIDERS TO RENDER AGRICULTURAL ENGINEERING SERVICES TO THE LIMPOPO DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT

1. BACKGROUND

The Department of Agriculture and Rural Development have several Programs, to support agricultural development in the Limpopo Province. These programs include Infrastructure development for farmers and agricultural schemes. The infrastructure covers a wide variety of structures and processes such as Irrigation, Animal handling & production facilities, Soil Conservation & Civil structures, and Agro-processing facilities.

2. PURPOSE OF CALLING FOR EXPRESSION OF INTEREST

The purpose of this request is to register suitably qualified and experienced Professional Service Providers (PSP) on a database, that can render services in a variety of Engineering and Scientific fields as and when required by the Department.

The technical ability of each PSP will be evaluated, to render a service in a specific category of engineering and/or Scientific field. All the PSP's that meet the minimum requirements will be registered into the database in the applicable categories. Framework agreements will be entered into with all the qualifying PSP's to shorten the procurement process during the issuing of Task Orders.

The following definitions are applicable to this document:

- Framework Agreement: "A contract in which a Service Provider is appointed for a period of time (36 months) for the rendering of Professional Engineering or Scientific services. However, work is not guaranteed and will be requested as and when needed by the Client."
- Rates contract: "A contract with agreed fixed rates."
- Task order: "An instruction to provide Professional Engineering or Scientific work within a stated period of time."
- Category of Engineering work: "All Engineering and/or Scientific work will be categorised into a specific category as set out in item 4".

3. GENERAL SCOPE OF WORK

It will be required from the PSP to plan, design, and implement projects within the following general scope of works where applicable:

Planning, Studies, Investigations and Assessments

- PS1 Scoping Report / Feasibility Study (Incl. EIA, Soil Survey, Geotechnical Survey, Geo-hydrological Survey, Hydrological Survey and Land use Planning)
- PS2 Cost Estimation
- PS3 Technical Report
- PS4 Land survey (E.g. Topographical and aerial photography)

Normal Services

- NS1 Stage 1 - Inception
- NS2 Stage 2 - Concept and Viability (also termed Preliminary Engineering Design)
- NS3 Stage 3 - Design Development (also termed Detailed Design)
- NS4 Stage 4 - Documentation and Procurement
- NS5 Stage 5 - Contract Administration and Inspection (Construction and Project Management (Incl. OHS))
- NS6 Stage 6 - Close-out Report (Incl. As-build drawings and O&M manuals)

Additional Services

- AS1 Skills transfer to officials and farmers.
- AS2 Additional Services pertaining to all Stages of the project.
- AS3 Construction Monitoring
- AS4 Occupational Health and Safety Act, 1993 (Act No.85 of 1993)
- AS5 Quality Assurance System
- AS6 Lead Consulting Engineer
- AS7 Engineering Management Services (Principal Consultant)
- AS8 Mediation, Arbitration and Litigation proceedings and similar services
- AS9 Principal Agent of the Client

4. SPECIFIC SCOPE OF WORK (CATEGORY OF ENGINEERING/SCIENTIFIC WORK)

The specific scope of work per project is set out under the following Categories of projects in the tender document: (All applicable Specialists should be included for a category applied for.)

- SS1 Geo-hydrological services
- SS2 Geo-technical services
- SS3 Environmental Impact Assessment services (EIA)
- SS4 Water source development and supply (Incl. Hydrological services)

- SS5 Irrigation, Net-houses and Tunnels (Incl. Automation and Climate Control)
- SS6 Farm structures and Animal production & handling facilities
- SS7 Soil Conservation Structures (Incl. Stock watering supply and fencing)
- SS8 Canals, Weirs, and dams
- SS9 Agro-Processing and Packaging facilities (Incl. Cold storage)
- SS10 Structural Engineering
- SS11 Farm Roads and Low Water Bridges
- SS12 Electricity supply and reticulation
- SS13 Dam Safety
- SS14 Architectural projects – Offices & Housing (Incl. Quantity Surveying)
- SS15 Quantity Surveying
- SS16 Social Facilitation

5. NORMS AND STANDARDS

To achieve these objectives the consulting services shall meet with the following guidelines and standards:

- a) All applicable SA National Standards (SANS).
- b) All applicable Acts and Regulations.
- c) Directives particular to the Project as required by the Client Body.

Professional engineering interpretation of the Project Engineer as agreed with the Client Body.

6. FORMAT OF DOCUMENTATION

The format of documentation should be as follows:

Reports: Hard copies and Electronic copies in PDF format, Word & Excel format on request.

Plans & Drawings: Hard copies and Electronic copies in PDF & DXF format

Tender documents: Hard copies and Electronic copies in Word & Excel format

Survey data: Electronic copies in DTM format and compatible for Model Maker or Civil Designer.

Areal photography: Geo-referenced Electronic copy in JPG, TIF or SID format.

Note: All electronic data should be GIS compatible.

7. REGISTRATION INTO THE DATABASE

All qualifying Professional Service Providers will be registered into the Departmental database in the different categories of engineering/scientific work as set out in the above list under item 4. A company will be registered under all the categories for which they qualify. There will be no limit to the number of categories a company can register on.

- Registration into the database will be valid for 36 months.

- The Department reserve the right to evaluate the capacity and performance of any PSP on the database at any time, and act according to the findings.
- The approved rates as advertised in Government Gazettes are fixed for 12 months and will be revised every 12 months. The rates for disbursements will also be revised, if necessary, every 12 months. A rate for a reasonable vehicle will be used for which companies can claim transport irrespective of the vehicle capacity or size used by them. The rate will be fixed for 12 months revised annually as advertised by Department of Transport.

8. ROTATING ELECTRONIC DATABASE

A Rotating Electronic Database will be developed and the PSPs on it may get an opportunity to quote for work. The work and the opportunity to quote cannot be guaranteed as requests will depend on the number and type of works required by the different Departmental programs.

9. ACCELERATION OF TARGETED ENTERPRISES IN ROTATING ELECTRONIC DATABASES

- All entries are listed sequentially in the database, initially in terms of a random number generator,
- A transaction (invitation to tender/quote) is made with the highest-ranking entry that satisfies the search criteria, and
- After a transaction, all those involved in the transaction, i.e., those who declined an appointment, those invited to submit tenders/quotations and those that were awarded a contract, are moved to the bottom of the database.

An accelerated rotation may be introduced to ensure that more opportunity is given to target groups, to ensure that they have greater access to work opportunities. This may be achieved by keeping all the target groups above a certain ranking and moving them after each transaction to this ranking. In this manner, targeted entries will rotate at a faster rate than non-target groups and will have more tender opportunities.

The new ranking in the database of the target groups after a transaction should be determined such that the rates of rotation of targeted entries are high when the percentage of such entries is low and decrease as the percentage of targeted entries increases until parity in the rates of rotation is reached.

10. STANDARD FOR FRAMEWORK AGREEMENTS

The procurement for infrastructure is guided by the “Framework for Infrastructure Delivery and Procurement Management” as published by National Treasury (First edition – October 2015 and Supplemented – May 2019) under SCM Instructions 4 of 2015/16 and 3 of 2019/20.

Framework Agreements must comply (Item 14.3, Page 42) with the following:

- The term of a Framework Agreement shall not exceed three (03) years in the case of all organs of state.
- Framework agreements that are entered into shall not commit an organ of state to any quantum of work beyond the first order or bind the employer to make use of such agreement to meet its needs. The employer may approach the market for goods or services, or a combination thereof, whenever it considers that better value in terms of time, cost and the quality which may be obtained.
- Orders shall cover only goods or services, or any combination thereof, falling within the scope of work associated with the agreement which may not be amended for the duration of the contract.
- Orders may not be issued after the expiry of the term of the framework agreement.
- Orders may be completed even if the completion is after the expiry of the term contract.

11. PRICING OF QUOTATIONS

For Task-orders, costing can be priced on one of the following strategies:

1. The Department determines the Categories of Human resources required and the estimated number of hours. The Companies quote then on discounted rates. Payments are being done on the actual time spend on the project with the quoted amount as the maximum amount claimable.

Or

2. The Department determines a budget or estimated cost for the development. The PSP then quotes a fixed amount for the work. The maximum amount claimable is limited to the quoted amount and not the final development cost.

If there is a substantial scope change, an additional order may be requested as prescribed in the CIDB Standard Professional Services Contract (July 2009), Clause 3.8: Variations.

12. RESOURCES (HUMAN & FACILITIES)

The Professional Service Provider's team shall have the necessary professional knowledge, skills, and experience to undertake the assignment as set out in the Evaluation Criteria. Other specialized professional services may be outsourced.

Tenderers must, in their submissions, prove their experience in rendering the services of the different types of projects / services for which they apply for, as listed under the Specific Scope of Works (Item 4).

13. FINANCIAL IMPLICATION

The Professional Service Providers will be registered into a Database. Work will be ordered as and when required based on the availability of funds. Funding will be from various programs and projects within the Limpopo Department of Agriculture and Rural Development.

14. EVALUATION CRITERIA

14.1 PRE-COMPLIANCE EVALUATION

Criteria	Requirements
Pre-compliance criteria.	The Service Provider must submit all documents as outlined below.

The evaluation process entails the following:

Phase 1: Pre-Compliance evaluation

- i. During this phase, bid responses are registered to ascertain the number of bid responses received before the closing date and time.
- ii. The following key information of bidders will be verified on the CSD in line with Public Finance Management Act and regulatory requirements to qualify for further evaluation processes:
 - a) Business registration including details of directorship and membership.
 - b) In the service of the state status.
 - c) Tax compliance status.
 - d) Identity number (s).
 - e) Tender defaulting and restriction status, and
 - f) Any additional and supplementary verification information communicated by National Treasury.
- iii. Compulsory briefing:

The Compulsory Briefing session must be attended as per scheduled date and time and representatives must ensure to sign the attendance register. Non-attendance will result in disqualification.

iv. REQUIRED DOCUMENTS

Documents that must be submitted	Non-submission will result in disqualification	Requirements
Invitation to Bid – SBD 1	YES	Fully complete and sign the supplied pro forma document.
Compulsory Enterprise Questionnaire	YES	Must be fully completed, signed by the authorized person/s and submitted with the bid by the closing date and time. In case of J/V's bidders should complete separate forms.
Bidders Disclosure – SBD 4	YES	Fully complete and sign the supplied pro forma document. (Must declare if they have interests in other Companies. Refer to Paragraph 2.3). In case of J/V's bidders should complete separate SBD 4's.
Professional Indemnity Insurance	YES	Must be submitted with the tender by the closing date and time of the bid.
Professional Registration	YES	All Core team members must be professionally registered with their applicable Council (E.g., ECSA)
Joint Ventures (J/V)	YES	Attach a valid JV agreement if applicable. Non-submission will lead to disqualification. In the case of an award, the company need to register on CSD as a JV. The process is that the service providers must register the JV at SARS and then open a JV bank account. With those documents they can then register the JV on the CSD. The department will only make payment to a JV account.
Workmen's Compensation Registration Certificate	NO	Must submit valid copy of COIDA certificate or proof of payment thereof.
Completeness of the tender document.	YES	Bidders are required to complete the entire bid document without omission of pages and in the provided sequence. The tender document to be fully completed in Black ink (not typed)

v. The Service Provider must ensure that they meet the following requirements before the bid can be awarded:

CRITERIA	REQUIREMENT
Tax compliance status	Tenderer must be tax compliant before the bid is awarded, i.e. <i>Where the recommended tenderer is not tax compliant, the tenderer will be notified of their non-compliant status and must be requested to submit written proof from SARS of their tax compliance status or proof that they have made an arrangement to meet their outstanding tax obligations within 7 working days. The tenderer should thereafter provide the accounting officer or accounting authority with proof of their tax compliance status which should be verified via the Central Supplier Database or e-Filing</i>

Business registration	The Company must be in business
Company registration with central supplier database (CSD)	Company must be registered on central supplier database (CSD). If not registered must proceed to complete the registration prior to submitting your proposal. Visit https://secure.csd.gov.za/ to obtain your vendor number.
In the service of the State status	The bid will not be considered if Shareholders or directors are employed by state/ government departments, municipalities, municipal entities, or public entities unless the approval from executive authority to do business with the state is submitted with the proposal
Tender defaulting and restriction status	Entity and directors must not be restricted

14.2 FUNCTIONALITY

14.2.1 Functionality Evaluation Criteria = 100 points

The minimum score required for functionality is 70 points in order to qualify to be registered into the Departmental Data base for the rendering of services in a variety of Engineering and Scientific fields as and when required by the Department A tenderer who scores less than 70 points on functionality will be disqualified.

CRITERIA	EVIDENCE	Value	Weighting
1. Office Facilities (It is the responsibility of the Service Providers to provide clearly identifiable address and directions.)	No information	0	10
	Fully furnished, equipped, and staffed Office in Free State, KZN, Northern-, Eastern- or Western-Cape.	1	
	Fully furnished, equipped, and staffed Office stationed in, Mpumalanga, Gauteng or Northwest.	3	
	Fully furnished, equipped, and staffed Office stationed in Limpopo Province.	5	
2. Equipment, IT facilities and relevant software. (All equipment must be available on the date of the inspection.)	No information.	0	10
	All core team members should have computers with internet and software. The office should have an A4 printer & photocopier and relevant equipment as listed.	1	
	All core team members should have computers with internet and relevant design / modelling software. The office should have an A4 printer & photocopier and relevant equipment as listed.	3	
	All core team members should have computers with internet and relevant design / modelling software. The office should have an A3 printer & photocopier and relevant equipment as listed.	5	
3. In-house Technical resources: Registered with ECSA, Qualifications (BEng, BscEng or B.Tech) and Experience. Or qualified and experienced Scientist in the applicable field and registered with	No information or Non-Professional qualified or registered Engineer/Technologist or applicable Scientist	0	40
	One (1) or more Professional qualified and registered Engineer/Technologists or applicable Scientist with less than three (3) years applicable experience.	1	
	One (1) or more Professional qualified and registered Engineer/Technologists or applicable Scientist with three (3) to five (5) years applicable experience.	2	
	One (1) or more Professional qualified and registered Engineer/Technologists or applicable Scientist with more than five (5) years applicable experience.	3	

the applicable Council (Attached CV, registration certificate & supporting documentation)	One (1) Professional qualified and registered Engineer/Technologists or applicable Scientists with more than ten (10) years applicable experience.	4	
	Two (2) or more Professionals qualified and registered Engineers/Technologists or applicable Scientists with each more than ten (10) years applicable experience.	5	
4. Experience (Technical and Managerial) of similar projects in all the Categories that the company apply for. (Attached CV with relevant information)	No information or experience on similar applicable Projects in the specific categories applied for.	0	40
	Similar Projects in the applicable categories applied for, three (3) completed with appointment letters.	1	
	Similar Projects in the applicable categories applied for, five (5) or more completed with appointment letters.	2	
	Similar Projects in the applicable categories applied for, eight (8) or more completed with appointment letters.	3	
	Similar Projects in the applicable categories applied for, ten (10) or more completed with appointment letters.	4	
	Similar Projects in the applicable categories applied for, more than fifteen (>15) completed with appointment letters.	5	
TOTAL			100

15. Inspection of bidders

The premises of Tenders that achieved the minimum score of 70% may be inspected. The inspection will be done on the following:

- Physical structure or business where business activities take place.
- Main business activities
- Track record will be verified.
- Relatedness of the main business activities to the tender under review
- Office furniture and space
- Office Equipment, IT facilities and computer software used to produce the required service.
- Registration documents and accredited certificates
- Audited Financial annual statements to verify financial position.
- Verification of applicable equipment, computers and specialised computer programs.

16. Acceptance of Submissions

Submission will only be accepted on condition that:

- the Submission is signed by a person authorised to sign on behalf of the Tenderer.
- a Tenderer who submitted as a Joint Venture has included an acceptable Joint Venture Agreement with his Submission.
- the Tenderer or a competent authorised representative of the Company who submitted the Submission has attended the compulsory clarification meeting.
- the Tenderer or any of its principals is not listed on the register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the Public Sector.

- e) the Tenderer has not abused the Employer's Supply Chain Management System or has failed to perform on any previous Contract and has been given a written notice to this effect.
- f) the Tenderer or any of its Principals, Directors or Managers is not employed in the service of the State or any Municipality. In the event that such Principals are involved, official approval from the Executing Authority regarding carrying out remunerative work outside of the Public Service must be included in the Submission.
- g) the Employer is satisfied that the Tenderer or any of his Principals have not influenced the Call for Expression of Interest Submission and acceptance by the following criteria:
 - a. having Offered, promised or given a bribe or other gift or remuneration to any person in connection with the obtaining or execution of this Contract.
 - b. having acted in a fraudulent or corrupt manner in obtaining or executing this Contract.
 - c. having approached an Officer or employee of the Employer or the Employer's Agent with the objective of influencing the award of a Contract in the Tenderer's favour.
 - d. having entered into any agreement or arrangement, whether legally binding or not, with any other Person, Firm or Company to refrain from Tendering for this Contract or as to the amount of the Tender to be submitted by either party.
 - e. having disclosed to any other Person, Firm or Company other than the Employer, the exact or approximate amount of his proposed Tender.
 - f. the Employer may, in addition to using any other legal remedies, repudiate the Tender Offer and acceptance and declare the Contract invalid should it have been concluded already.

17. COPIES OF CONTRACT

The number of paper copies of the signed Contract to be provided by the Employer is ONE.

18. JOINT VENTURES

- a) Should this bid be submitted by a joint venture, the joint venture agreement must accompany the bid document before the closing date and time of bid. The joint venture agreement must clearly specify the percentage of the contract to be undertaken by each company participating therein.
- b) The joint venture or consortium must submit a formal agreement that outlines the roles and responsibilities of each member of the joint venture or consortium, nomination of an authorised person to represent the joint venture or consortium in all matters relating to this bid and the details of the bank account for payments to be effected.
- c) The joint venture or consortium must comply with Central Suppliers Database (CSD) registration requirements as per National Treasury directive.

19. UNSATISFACTORY PERFORMANCE

Unsatisfactory performance occurs when performance is not in accordance with the contract conditions.

- (i) The departmental official shall warn the PSP in writing that action will be taken in accordance with the contract conditions unless the PSP complies with the contract conditions and delivers satisfactory supplies or services within a specified reasonable time. If the PSP does not perform satisfactorily despite the warning, the official will:
 - (a) Take action in terms of its delegated powers; and
 - (b) Make a recommendation to the Accounting Officer for cancellation of the contract concerned.
- (ii) When correspondence is addressed to the PSP, reference will be made to the contract number/item number/s and an explanation of the complaint.

20. VALIDITY PERIOD OF BID AND EXTENSION THEREOF

- a) The validity (binding) period for the bid will be 240 days from close of bid. However, circumstances may arise whereby the department may request bidders to extend the validity (binding) period. Should this occur, the department will request bidders to extend the validity (binding) period under the same terms and conditions as originally offered for by bidders. This request will be done before the expiry of the original validity (binding) period.
- b) VAT vendors must calculate VAT at 15% VAT.

21. NEGOTIATIONS

Bidders should note that the department might subject the successful bidder to negotiations for fair market related prices.

22. ENQUIRIES, BRIEFING SESSION AND CLOSING DATE

- a) Enquiries in connection with this TOR should be directed to Mr. MJ Gouws at Tel. no. 015 – 294 3539 or Cell No. 060 967 4127 (for Technical Enquiries) and Mr VS Ndlozi who can be contacted at 015-294 3564 respectively (for admin enquiries)
- b) The closing date for the Bid is on **31 October 2024**.
Completed Bid documents should be delivered in sealed envelopes marked “The Calling for Expression of Interest from Professional Service Providers for the Limpopo Department of Agriculture and Rural Development” and deposited in the Tender Box at the parking bay of Temo Towers Building in 67 Biccard Street Polokwane, on or before 31 October 2024 at 11:00
- c) The compulsory briefing session is scheduled as follows:
 - i. Date : 16 October 2024
 - ii. Time : 10:00
 - iii. Venue : Department of Agriculture and Rural Development, 69 Biccard street, Polokwane