

# Eastern Cape

PARKS & TOURISM AGENCY

## BID NO 17/FY/24

**PANEL OF PROFESSIONAL SERVICE PROVIDERS IN THE BUILT ENVIRONMENT FOR A PERIOD OF THREE (3) YEARS WITH AN OPTION TO EXTEND FOR A FURTHER PERIOD OF TWO (2) YEARS.**

<b>ADVERTISEMENT DATE:</b>	<b>14 DECEMBER 2023</b>
<b>CLOSING DATE:</b>	<b>30 JANUARY 2024 at 11H00AM</b>
<b>ADDRESS:</b>	<b>ECPTA Offices 17-25 Oxford Street, East London</b>
<b>BIDDER NAME:</b>	
<b>CSD NUMBER:</b>	

Category Number	Professional Discipline	Tick✓ Area(s) of Specialization
1.	Construction Project Management	
2.	Architect	
3.	Civil & Structural Engineer	
4.	Electrical & Mechanical Engineer	
5.	Quantity Surveyor	
6.	Environmental Control /Specialist Agent	
7.	Occupational Health and Safety Agent	

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17 - 25 Oxford Street | East London | 5201 | P.O. Box 11235 | Southernwood | East London | 5213 | Tel. +27 (0) 43 492 0881 [www.visiteasterncape.co.za](http://www.visiteasterncape.co.za)



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<b>MANDATORY RETURNABLE DOCUMENTS</b>	<b>SUBMITTED [Yes/No]</b>
Signed General conditions of contract	
Bidders Disclosure (SBD 4)	
Centralized Supplier Database Report (Full CSD Report) January 2024	
Proof of Address	
Company details	
Authority to sign bid documents	
Joint Venture Declaration Form	
Joint Venture Agreement	
<b>STAGE1: COMPLIANCE REQUIREMENTS</b>	
Proof of company registration with a professional body	
Professional Indemnity Insurance	
Team Capability	
Indemnity Certificate	
<b>STAGE 2: FUNCTIONALITY REQUIREMENTS</b>	
Proof of company experience	
Methodology	
CV, Proof of Admission and copies of qualifications of the lead attorney	
Support staff (company profile and organogram)	
Proof of address	



# TENDER NOTICE

BID NO.17/FY/24

Bids are hereby invited for **PANEL OF LEGAL SERVICE PROVIDERS FOR A PERIOD OF THREE (3) YEARS WITH AN OPTION TO EXTEND FOR A FURTHER PERIOD OF TWO (2) YEARS.**

Bid documents outlining detailed specifications will be made available from **Thursday, 14 December 2023** “**FREE OF CHARGE**”. Documents can be downloaded from the ECPTA website: [www.visiteasterncape.co.za/corporate/procurement/tenders](http://www.visiteasterncape.co.za/corporate/procurement/tenders) or Eastern Cape Provincial Treasury: [www.ectreasury.gov.za](http://www.ectreasury.gov.za) or National Treasury e-tender portal: [www.etenders.gov.za](http://www.etenders.gov.za).

Completed bid documents accompanied by all necessary documents are to be placed in a sealed envelope with the bid name and number (as given above) clearly written in an envelope. **All bids must be deposited in the Tender Box, at the offices of the Eastern Cape Parks and Tourism Agency at No. 17-25 Oxford Street (Corner of Fleet Street & Oxford Street), by not later than 11h00 on Tuesday, 30<sup>th</sup> January 2024, at which time the bids will be opened in public.**

*For all enquiries regarding the bid document please contact Ms. Mandilakhe Lawana at 043 492 0845, e-mail: [Mandilakhe.lawana@ecpta.co.za](mailto:Mandilakhe.lawana@ecpta.co.za) or Contact Mr. Mcebisi Sandi for technical enquires at 043 492 0685 during working normal hours, email [Mcebisi.sandi@ecpta.co.za](mailto:Mcebisi.sandi@ecpta.co.za)*

## Evaluation Criteria

A two-stage evaluation process will be employed. In Stage one, all bids received will be evaluated for compliance with bid requirements. Only service providers who meet all the requirements for compliance with bid requirements will proceed to Stage 2 for functionality. All service providers who meet the minimum threshold of 80 out of 100 points on Functionality will be recommended for the appointment to the panel.



### Stage 1: Compliance with bid requirements

Bidders must comply with the set of compliance requirements listed below. Bidders must comply with the set of Compliance and MUST submit evidence in order to be considered for evaluation. Failure to submit evidence will lead to immediate rejection of the bid.

- Proof of company registration with a professional body
- Professional Indemnity Insurance
- Team Capability

Failure to comply with any of the above requirements will lead to immediate rejection of the bid.

### Stage 2: Functionality

Criteria	Points
Company Experience	50
Quality Management Plan/ System	15
Project Risk Management	15
Company Profile and Organogram	20
<b>Total</b>	<b>100</b>

All service providers who meet the minimum threshold of 80 out of 100 points on Functionality will be recommended for the appointment to the panel.

ECPTA reserve the right to verify the reference letters/any information submitted & any misrepresentation shall disqualify the bidder.



## PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE EASTERN CAPE PARKS & TOURISM AGENCY					
BID NUMBER:	17/FY/24	CLOSING DATE:	30 JANUARY 2024	CLOSING TIME:	11h00am
DESCRIPTION	PANEL OF PROFESSIONAL SERVICE PROVIDERS IN THE BUILT ENVIRONMENT FOR A PERIOD OF THREE (3) YEARS WITH AN OPTION TO EXTEND FOR A FURTHER PERIOD OF TWO (2) YEARS.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
17-25 Oxford Street, Cnr. Oxford and Fleet Street					
East London					
5201					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms. Mandilakhe Lawana		CONTACT PERSON	Mr. Mcebisi Sandi	
TELEPHONE NUMBER	043 492 0845		TELEPHONE NUMBER	043 492 0685	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	<a href="mailto:Mandilakhe.lawana@ecpta.co.za">Mandilakhe.lawana@ecpta.co.za</a>		E-MAIL ADDRESS	<a href="mailto:Mcebisi.sandi@ecpta.co.za">Mcebisi.sandi@ecpta.co.za</a>	
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
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					





<p><b>1</b> ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</p> <p><input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p>[IF YES ENCLOSE PROOF]</p>		<p><b>2</b> ARE YOU A FOREIGN BASED SUPPLIER FOR THE <b>GOODS /SERVICES /WORKS OFFERED?</b></p> <p><input type="checkbox"/>Yes <input type="checkbox"/>No</p>	<p><input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p>[IF YES, ANSWER PART B:3 ]</p>
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**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?  YES  NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?  YES  NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?  YES  NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?  YES  NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?  YES  NO

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



## PART B TERMS AND CONDITIONS FOR BIDDING

### 1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 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 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.**

NAME OF SIGNATORY .....

SIGNATURE OF BIDDER: .....

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

DATE: .....





## TERMS OF REFERENCE

### 1. Background

The purpose of appointing the panel of service providers in built environment is to establish a database of multidisciplinary panel of professionals and experts in the built environment and related fields for various infrastructure works implemented within the reserves managed by the Eastern Cape Parks and Tourism Agency (ECPTA). Preferred service providers imply that the selected firms are a pool, not necessarily the only contracted service provider. The panel of registered consultants that will form Professional Resource Team (PRTs) that may be utilized on an ad-hoc basis. Quotations will be requested from the appointed panel on the need basis.

### 2. Scope of Work

Resources will be considered on an individual basis for eligibility, and if successful, will be added to the panel of professionals and experts. The panel will consist of multiple professionals per discipline. As upcoming projects are identified by the entity, the panel will be approached to supply quotations per each desired discipline, wherein the lowest quotations are to be considered on a per individual/consortium basis. Being successful in gaining entry into the panel of professionals does not guarantee work. It will be the panel member's discretion whether to respond to Request for Quotations or Request for Tenders as issued to the panel.

### 3. Categories of Work

Category Number	Professional Discipline	Tick✓ Area(s) of Specialization
1.	Construction Project Management	
2.	Architect	
3.	Civil & Structural Engineer	
4.	Electrical & Mechanical Engineer	
5.	Quantity Surveyor	



Category Number	Professional Discipline	Tick✓ Area(s) of Specialization
6.	Environmental Control Officer/Specialist Agent	
7.	Occupational Health and Safety Agent	

**NB: Bidders may submit proposals in respect of any one or a combination of the 7 disciplines. Please indicate which discipline you are bidding for by ticking the relevant column. Bidders must indicate in their proposals the relevant experience and exposure as well as the capacity of the bidder in relation to the selected category.**

NB: All service providers who meet the minimum threshold of 80 out of 100 points on Functionality will be recommended for the appointment to the panel. Bidders must select the appropriate field of expertise and provide all relevant information for each area of expertise selected. In the event that the required maximum number of Bidders per category has not been attained, the ECPTA will proceed with the appointments of the Panel of Professional Service Providers, with or without the required maximum number(s). In the event of such occurrence, the ECPTA shall not be obligated to re-issue a tender for the purposes of augmenting the shortfall nor is any expectation created. Any such decision will therefore be solely at the ECPTA's discretion. Where the panel falls short of other fundamental aspects, the ECPTA reserves the right to appoint service providers outside the appointed panel.

Each proposal must include the specialist fields of service, with specific reference to the fields as set out above. If a professional service provider has expertise in more than one category of works, all relevant categories must be indicated in the proposal together with demonstrated experience in the specified areas of service. Clearly indicate for which of the specialist fields (as set out in paragraph 3 above) your company tenders to provide professional services to the ECPTA.

The successful preferred suppliers will be required to ensure transfer of skills to in-house Project Management Unit personnel of ECPTA as and when they are issued with instructions/assignments by ECPTA.



### 3.1 Planning, studies, investigations, and assessments

These typical services relate to carrying out studies and investigations as well as the preparation and submission of reports embodying preliminary proposals or initial feasibility studies and will normally be remunerated on a time and cost basis.

- Consultation with the client or client's authorised representative.
- Inspection of the project site.
- Developing and defining the scope of work where required.
- Preliminary investigation, route location, planning and a level of design appropriate to allow decisions on feasibility.
- Assessment of existing infrastructural elements with the view of informing the project on options of how to integrate existing works with proposed new works.
- Consultation with authorities having rights or powers of sanction as well as consultation with the public and stakeholder groups.
- Advice to the client as to regulatory and statutory requirements, including environmental management and the need for surveys, analysis, tests and site or other investigations, as well as approvals, where such are required for the completion of the report, and arranging for these to be carried out at the client's expense.
- Searching for, obtaining, investigating, and collating available data, drawings and plans relating to the works.
- Investigating financial and economic implications relating to the proposals or feasibility studies.
- Assist the client to develop timeframes for next stages of the project where required.

Deliverables will typically include:

- collation of information
- reports on technical and financial feasibility and related implications
- list of consents and approval
- schedule of required surveys, tests, analyses, site, and other investigations
- time frames for upcoming deliverables.



### **3.2 Normal Services**

These services are applicable to projects where the nature, form and function of the project have been defined through previous investigations and reports and the engineering services are required to take the project through to successful completion of construction.

In the case where only a single consulting engineer is appointed on a project, the services and deliverables of the principal agent are included as normal and must be agreed between the parties to see the project through all stages.

Unless otherwise agreed in writing prior to the commencement of any work, part of the normal services of the consulting engineer on all projects includes the provision of services related to all financial matters such as calculation of quantities, cost estimates, cost control and the procurement process.

The only exceptions, where financial services do not form part of the normal services of the consulting engineer are in the following cases:

- Structural and civil engineering services related to building and multi-disciplinary projects, and where such services form part of the quantity surveyor's scope of services. Where the civil and structural consulting engineer is required to give assistance with such services, these shall be treated as an additional service remunerated on a time and cost basis.
- In the case of building and multi-disciplinary projects where the scope of works forms part of the principal building contract (for example a domestic subcontract) and where such financial administration services form part of the quantity surveyor's scope of services.

#### **Stage 1 – Inception**

Defined as: Establish client requirements and preferences, assess user needs and options, appointment of necessary consultants, establish the project brief including project objectives, priorities, constraints, assumptions aspirations and strategies.

- 1) Assist in developing a clear project brief.
- 2) Attend project initiation meetings.
- 3) Advise on procurement policy for the project.
- 4) Advise on the rights, constraints, consents, and approvals.
- 5) Define the scope of services and scope of work required.
- 6) Conclude the terms of the agreement with the client.



- 7) Inspect the site and advise on the necessary surveys, analyses, tests and site or other investigations where such information will be required for Stage 2 including the availability and location of infrastructure and services.
- 8) Determine the availability of data, drawings and plans relating to the project.
- 9) Advise on criteria that could influence the project life cycle cost significantly
- 10) Provide necessary information within the agreed scope of the project to other consultants involved.

Deliverables will typically include:

- agreed scope of services and scope of work
- signed agreement define the agreement
- report on project, site, and functional requirements
- schedule of required surveys, tests, analyses, site, and other investigations
- schedule of consents, approvals, and related timeframes.

### **Stage 2 – Concept and Viability (Preliminary Design)**

Defined as: Prepare and finalise the project concept in accordance with the brief, including project scope, scale, character, form and function, plus preliminary programme, and viability of the project.

- 1) Agree documentation programme with principal agent or consultant and other consultants involved.
- 2) Attend design and consultants' meetings.
- 3) Establish the concept design criteria.
- 4) Prepare initial concept design and related documentation.
- 5) Advise the client regarding further surveys, analyses, tests, and investigations that may be required.
- 6) Establish regulatory authorities' requirements and incorporate into the design.
- 7) Refine and assess the concept design to ensure conformance with all regulatory requirements and consents.
- 8) Establish access, utilities, services, and connections required for the design.
- 9) Participate in coordinated design interfaces with architect or other consultants involved.
- 10) Prepare process designs (where required), preliminary designs, and related documentation for approval by authorities and client and suitable for costing.
- 11) Provide cost estimates and life cycle costs, as required.





12) Liaise, co-operate, and provide necessary information to the client, principal consultant and other consultants involved.

Deliverables will typically include:

- concept design
- schedule of required surveys, tests and other investigations and related reports
- process design
- preliminary design
- cost estimates, as required.

### **Stage 3 – Design Development (Detail Design)**

Defined as: Develop the approved concept to finalise the design, outline specifications, cost plan, financial viability, and programme for the project.

- 1) Review documentation programme with principal consultant and other consultants involved.
- 2) Attend design and consultants' meetings.
- 3) Incorporate client's and authorities' detailed requirements into the design.
- 4) Incorporate other consultants' designs and requirements into the design.
- 5) Prepare design development drawings including draft technical details and specifications.
- 6) Review and evaluate design and outline specification and exercise cost control.
- 7) Prepare detailed estimates of construction cost.
- 8) Liaise, co-operate, and provide necessary information to the principal consultant and other consultants involved.
- 9) Submit the necessary design documentation to local and other authorities for approval.

Deliverables will typically include:

- design development drawings
- outline specifications
- local and other authority submission drawings and reports
- detailed estimates of construction costs.

### **Stage 4 – Documentation and Procurement**

Defined as: Prepare procurement and construction documentation, confirm, and implement the procurement strategies and procedures for effective and timeous procurement of necessary resources for execution of the project.





- 1) Attend design and consultants' meetings.
- 2) Prepare specifications and preambles for the works.
- 3) Accommodate services design.
- 4) Check cost estimates and adjust designs and documents, if necessary, to remain within budget.
- 5) Formulate the procurement strategy for contractors or assist the principal consultant where relevant.
- 6) Prepare documentation for contractor procurement.
- 7) Review designs, drawings, and schedules for compliance with approved budget.
- 8) Call for tenders and/or negotiation of prices and/or assist the principal consultant or quantity surveyor where relevant.
- 9) Liaise, co-operate, and provide necessary information to the principal consultant and the other consultants as required.
- 10) Evaluate tenders.
- 11) Prepare contract documentation for signature.
- 12) Assess samples and products for compliance and design intent.
- 13) Assist in pricing, documentation and tender evaluation as required when the detailed services for these activities are provided by others.

Deliverables will typically include:

- specifications
- services co-ordination
- working drawings
- budget construction cost
- tender documentation
- tender evaluation report
- tender recommendations
- priced contract documentation.

The Service Provider shall attend a Bid Specification Committee meeting prior to the finalization of the contract documentation and advertising of tenders. All comments of the committee shall be incorporated into the final contract documents.



Detail design drawings, shall be finalized, incorporating any comments of the Employer. Once finalized, two sets of paper prints must be submitted to the Employer for signature. One set will be kept by the Employer and the other returned to the Service Provider. All other prints issued henceforth shall carry the words “Initial version signed on *(date)*” at the signature location in the title block.

The Service Provider shall prepare any further plans, designs, and drawings (over and above the tender drawings), which may be necessary for the execution of the works.

The Service Provider shall be responsible for providing the Employer with the required number of copies of plans and tender documents for tender purposes (both hard and soft copy).

The Service Provider shall, during the tender period, attend and preside over a tender clarification meeting, and respond to all queries received during this period.

Once tenders close, the entity with the assistance of the service provider shall evaluate all valid tenders received and shall prepare a tender evaluation report (which shall include a recommendation) for consideration by the Entity’s Bid Evaluation Committee (BEC).

Once approved by the Entity, the Service Provider shall facilitate the signing up of the construction contract.

### **Stage 5 – Contract Administration and Inspection**

Defined as: Manage, administer, and monitor the construction contracts and processes including preparation and coordination of procedures and documentation to facilitate practical completion of the works.

There are no specific requirements over and above those listed in the Guideline Scope of Service specified above.

- 1) Attend site handover.
- 2) Issue construction documentation in accordance with the documentation schedule
- 3) including, in the case of structural engineering, reinforcing bending schedules and detailing, and specifications of structural steel sections and connections.
- 4) Carry out contract administration procedures in terms of the contract.
- 5) Prepare schedules of predicted cash flow.
- 6) Prepare pro-active estimates of proposed variations for client decision-making.
- 7) Attend regular site, technical and progress meetings.



- 8) Inspect the works for conformity to contract documentation as described under the contract
- 9) Review the outputs of quality assurance procedures and advise the contractor and client on adequacy and need for additional controls, inspections, and testing.
- 10) Adjudicate and resolve financial claims by contractors.
- 11) Assist in the resolution of contractual claims by the contractor.
- 12) Establish and maintain a financial control system.
- 13) Clarify details and descriptions during construction as required.
- 14) Prepare valuations for payment certificates to be issued by the principal agent.
- 15) Witness and review of all tests and mock-ups carried out on site.
- 16) Check and approve contractor drawings for compliance with contract documents.
- 17) Update and issue drawings register.
- 18) Issue contract instructions as and when required.
- 19) Review and comment on operation and maintenance manuals, guarantee certificates and warranties.
- 20) Inspect the works and issue practical completion and defects lists.
- 21) Arranging for the delivery of all test certificates, including any Certificates of Compliance, statutory and other approvals, and record drawings and operating manuals.

Deliverables will typically include:

- schedules of predicted cash flow
- construction documentation
- drawing register
- estimates for proposed variations
- contract instructions
- financial control reports
- valuations for payment certificates
- progressive and draft final accounts
- practical completion and defects list
- all statutory certification and certificates of compliance as required by the local and other statutory authorities.



## Stage 6 – Close-out

The Service Provider shall submit as-built plans to the Employer in electronic format (preferably, dwg & PDF. otherwise. dxf) as well as two complete set of paper prints.

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

Deliverables will typically include:

- valuations for payment certificates
- works and final completion lists
- operations and maintenance manuals, guarantees and warranties.
- as-built drawings and documentation
- final accounts.

Detailed scope of work per discipline is attached hereto as **Annexure “A”**.

## TERMS AND CONDITIONS OF CONTRACT

- a) Service delivery levels and quality of the work will be a measure on appointment of any assignment and retention in the panel;
- b) The cost of every assignment will be negotiated with the relevant bidding panel members and a letter of appointment will be issued for each assignment awarded
- c) A contract will be signed with each member appointed to the panel.
- d) The appointment of a successful Service Provider shall be subject to all parties agreeing to mutually acceptable contractual terms and conditions. The preferred form of contract for the professional services as per this RFT will be the Standard Professional Services Contract July 2009 (Third Edition of CIDB document 1014).
- e) The service providers will be required to sign confidentiality and indemnity agreements with the ECPTA.
- f) A service provider assigned any work may not cede, assign or sub-contract any part thereof to any person unless with the written consent of the ECPTA.



- g) There will be no guarantee that the service provider will receive assignments if they are appointed into the ECPTA's panel;
- h) All instruction(s) to the panel members shall be given, in writing, by duly authorized representative of the ECPTA.
- i) The panel will be reviewed on an annual basis and service providers on the panel may have to resubmit their proposals;
- j) The ECPTA shall be entitled in its discretion to remove a service provider from the panel before the expiry of the said 3 years period by written notice and recall all the files in the possession of the said PSP.
- k) Bidders would be expected to inform the ECPTA about new relevant developments in built environment field that may have an impact on the operations of the ECPTA.
- l) The ECPTA reserves the right to verify any information submitted by the bidder for the purpose of evaluating and adjudicating the bid. As such, by completing the tender documents, the service provider gives consent to ECPTA to verify such information.

**Contract Management and Performance Management**

- a) The respective professional service providers will report to the Project Management Unit Senior Manager of the ECPTA or the delegated person.
- b) The ECPTA reserves the right to cancel the contract should the service provider fail to provide satisfactory service. ECPTA would follow the termination processes as outlined in the Service Level Agreement to be signed.
- c) The general conditions of tender, contract and order will be applicable to this tender.

**Intellectual property rights:**

- a. All copyright and intellectual property rights that may result as consequences of the work to be performed will be become the property of the ECPTA;
- b. Service providers must hand over all documents and information in any format, including copies thereof, that it received from the ECPTA or that it had access to during the assignment immediately after completion of the assignments to the ECPTA;
- c. The ECPTA reserves the right, under exceptional circumstances, to appoint attorneys outside the panel attorneys.



**ANNEXURE “A”**

**SCOPE OF WORK PER SPECIALIST**

Stage	Pr Construction Project Manager	Pr Occupational Health & Safety Agent	Pr Architect	Pr Quantity Surveyor	Pr Engineer/Technologist Civil/Structural/Electrical or Mechanical	Environmental Specialist
Stage 1 <b>Inception</b>	<ul style="list-style-type: none"> <li>• Facilitate the development of a Clear Project Brief</li> <li>• Establish the client's Procurement Policy for the Project</li> <li>• Assist the client in the procurement of the necessary and appropriate consultants including the clear definition of their roles, responsibilities and liabilities.</li> <li>• Establish in conjunction with the client, consultants, and all relevant authorities the site characteristics necessary for the proper design and</li> </ul>	<ul style="list-style-type: none"> <li>• Agreeing client requirements and preferences</li> <li>• Assessing user needs and options</li> <li>• Appointment of necessary consultants in establishing project brief, objections, priorities, constraints, assumptions and strategies in consultation with client.</li> </ul>	<ul style="list-style-type: none"> <li>• Receive, appraise and report on the client's requirements with regard to the client's brief;</li> <li>• Determine the site and rights and constraints;</li> <li>• Determine budgetary constraints;</li> <li>• Determine the need for consultants;</li> <li>• Determine indicative project timelines;</li> <li>• Determine methods of contracting; and whether other statutory</li> </ul>	<ul style="list-style-type: none"> <li>• Assisting in developing a clear project brief</li> <li>• Attending project initiation meetings</li> <li>• Advising on the procurement policy for the project</li> <li>• Advising on other professional consultants and services required</li> <li>• Defining the quantity surveyor's scope of work and services</li> <li>• Concluding the terms of the client/quantity surveyor professional</li> </ul>	<ul style="list-style-type: none"> <li>• Assist in developing a clear project brief.</li> <li>• Attend project initiation meetings.</li> <li>• Advise on procurement policy for the project.</li> <li>• Advise on the rights, constraints, consents and approvals.</li> <li>• Define the services and scope of work required.</li> <li>• Conclude the terms of the agreement with the client.</li> </ul>	<ul style="list-style-type: none"> <li>• Review the project scope and determine legislative requirements (NEMA/ NWA/ MPRDS/ NHRA etc.).</li> <li>• Develop Environmental Screening Reports clearly detailing all development aspects of proposals and triggering aspects as listed in GNR 327 (Listing Notice 1), GNR 325 (Listing Notice 2) and GNR 324 (Listing Notice 3).</li> </ul>



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	<p>approval of the intended project.</p> <ul style="list-style-type: none"> <li>• Manage the integration of the preliminary design to form the basis for the initial viability assessment of the project.</li> <li>• Prepare, co-ordinate and monitor a Project Initiation Programme.</li> <li>• Facilitate the preparation of the Preliminary Viability Assessment of the project.</li> <li>• Facilitate client approval of all Stage 1 documentation.</li> </ul> <p><u>the following deliverables are applicable:</u></p> <ul style="list-style-type: none"> <li>• Project Brief</li> <li>• Project Procurement Policy</li> </ul>		<p>authority applications are required or desirable.</p>	<ul style="list-style-type: none"> <li>• services agreement with the client</li> <li>• Advising on economic factors affecting the project</li> <li>• Advising on appropriate financial design criteria</li> <li>• Providing necessary information within the agreed scope of the project to the other professional consultants</li> <li>• <u>the following deliverables are applicable:</u></li> <li>• Agreed scope of work</li> <li>• Agreed services.</li> <li>• Signed client/quantity surveyor professional</li> </ul>	<ul style="list-style-type: none"> <li>• Inspect the site and advise on the necessary surveys, analyses, tests and site or other investigations where such information will be required for Stage 2 including the availability and location of infrastructure and services.</li> <li>• Determine the availability of data, drawings and plans relating to the project.</li> <li>• Advise on criteria specific to own scope of work that could influence the project life cycle cost significantly.</li> <li>• Provide necessary</li> </ul>	<ul style="list-style-type: none"> <li>• Generate the web-based screening tool for all organisational projects.</li> <li>• Ascertain the relevance of Environmental Impact Assessment (EIA) Studies and associated specialist studies for projects.</li> <li>• Undertake site assessments.</li> <li>• Facilitate Competent Authority and Stakeholder engagement processes</li> <li>• Conduct Environmental Impact Assessment Studies in accordance with the Environmental Impact</li> </ul>



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	<ul style="list-style-type: none"> <li>• Signed Consultant/Client Agreements</li> <li>• Project Initiation Programme</li> <li>• Record of all meetings</li> <li>• Approval by Client to proceed to Stage 2</li> </ul>			services agreement	<p>information within the agreed scope of the project to other consultants involved.</p> <p><u>the following deliverables are applicable:</u></p> <ul style="list-style-type: none"> <li>• Agreed services and scope of work.</li> <li>• Signed agreement.</li> <li>• Report on project, site and functional requirements.</li> <li>• Schedule of required surveys, tests,</li> </ul>	<p>Assessment Regulations (2014, as amended).</p> <ul style="list-style-type: none"> <li>• Conduct the public participation process in accordance with Regulation 41 of the EIA Regulations.</li> <li>• Facilitate Part 1 and Part 2 Amendment Applications in accordance with the EIA regulations.</li> <li>• Provide Environmental Control Officer (ECO) services for the duration of the project and as prescribed in the Environmental Authorization.</li> <li>• Develop Audit reports containing</li> </ul>



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					analyses, site and other investigations. <ul style="list-style-type: none"> <li>Schedule of consents and approvals.</li> </ul>	all information set out in Appendix 7 of the EIA regulations. <ul style="list-style-type: none"> <li>Conduct environmental studies in various fields of environmental management.</li> <li>Provide environmental advisory services</li> </ul>
Stage 2	<ul style="list-style-type: none"> <li>Assist the client in the procurement of the necessary and appropriate consultants including the clear definition of their roles, responsibilities and liabilities.</li> <li>Advise the client on the requirement to appoint a Health and Safety Consultant.</li> <li>Communicate the project brief to the consultants and</li> </ul>	<ul style="list-style-type: none"> <li>Finalisation of the project concept and feasibility</li> </ul>	<ul style="list-style-type: none"> <li>Prepare an initial design concept and advise on:               <ol style="list-style-type: none"> <li>the intended space provisions and planning relationships;</li> <li>proposed materials and intended building services; and</li> <li>the technical and functional characteristics of the design.</li> </ol> </li> </ul>	<ul style="list-style-type: none"> <li>Agreeing the documentation programme with the principal consultant and other professional consultants</li> <li>Attending design and consultants' meetings</li> <li>Reviewing and evaluating design concepts and advising on viability in conjunction with</li> </ul>	<ul style="list-style-type: none"> <li>Agree documentation programme with principal consultant and other consultants involved.</li> <li>Attend design and consultants' meetings.</li> <li>Establish the concept design criteria.</li> <li>Prepare initial concept design</li> </ul>	



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	<p>monitor the development of the Concept and Feasibility within the agreed brief.</p> <ul style="list-style-type: none"> <li>• Co-ordinate and integrate the income stream requirements of the client into the concept design and feasibility.</li> <li>• Agree the format and procedures for cost control and reporting by the cost consultants on the project.</li> <li>• Manage and monitor the preparation of the project costing by other consultants.</li> <li>• Prepare and co-ordinate an Indicative Project Documentation and Construction Programme</li> <li>• Manage and integrate the concept and feasibility documentation for</li> </ul>		<ul style="list-style-type: none"> <li>• Check for conformity of the concept with the rights to the use of the land.</li> <li>• Consult with local and statutory authorities)</li> <li>• Review the anticipated costs of the project.</li> <li>• Review the project programme.</li> </ul>	<p>the other professional consultants</p> <ul style="list-style-type: none"> <li>• Receiving relevant data and cost estimates from the other professional consultants</li> <li>• Preparing preliminary and elemental or equivalent estimates of construction cost</li> <li>• Assisting the client in preparing a financial viability report</li> <li>• Auditing space allocation against the initial brief</li> <li>• Liaising, co-operating, and providing necessary information to the client, principal consultant, and</li> </ul>	<p>and related documentation.</p> <ul style="list-style-type: none"> <li>• Advise the client regarding further surveys, analyses, tests and investigations which may be required.</li> <li>• Establish regulatory authorities' requirements and incorporate into the design.</li> <li>• Refine and assess the concept design to ensure conformance with all regulatory requirements and consents.</li> <li>• Establish access, utilities, services and connections</li> </ul>	



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	<p>presentation to the client for approval.</p> <ul style="list-style-type: none"> <li>Facilitate client approval of all Stage 2 documentation.</li> </ul> <p><u>the following deliverables are applicable:</u></p> <ul style="list-style-type: none"> <li>Signed Consultant/Client Agreements</li> <li>Indicative Project Documentation and Construction Programme.</li> <li>Approval by Client to proceed to Stage 3</li> </ul>			<p>other professional consultants.</p> <ul style="list-style-type: none"> <li><u>the following deliverables are applicable:</u></li> <li>Preliminary estimate(s) of construction cost</li> <li>Elemental or equivalent estimate(s) of construction cost</li> <li>Space allocation audit for the project</li> </ul>	<p>required for the design.</p> <ul style="list-style-type: none"> <li>Coordinate design interfaces with other consultants involved.</li> <li>Prepare preliminary process designs, preliminary designs, and related documentation for approval by authorities and client and suitable for costing.</li> <li>Provide cost estimates and comment on life cycle costs as required.</li> <li>Liaise, co-operate and provide necessary information to</li> </ul>	





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					<p>the client, principal consultant and other consultants involved.</p> <p><u>the following deliverables are applicable:</u></p> <ul style="list-style-type: none"> <li>• Concept design.</li> <li>• Schedule of required surveys, tests and other investigations and related reports.</li> <li>• Process design.</li> <li>• Preliminary design.</li> <li>• Cost estimates as required.</li> <li>•</li> </ul>	
Stage 3	<ul style="list-style-type: none"> <li>• Assist the client in the procurement of the balance of the consultants including the clear definition of</li> </ul>	<ul style="list-style-type: none"> <li>• Manage, co – ordinate and integrate the detail design development process within the</li> </ul>	<ul style="list-style-type: none"> <li>• Develop all aspects of the design from concept to full development</li> </ul>	<ul style="list-style-type: none"> <li>• Reviewing the documentation programme with the principal consultant and</li> </ul>	<ul style="list-style-type: none"> <li>• Review documentation programme with principal</li> </ul>	





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	<p>their roles, responsibilities and liabilities.</p> <ul style="list-style-type: none"> <li>Establish and co-ordinate the formal and informal communication structure, processes and procedures for the design development of the project.</li> <li>Prepare, co-ordinate and agree a detailed Design and Documentation Programme, based on an updated Indicative Construction Programme, with all consultants.</li> <li>Manage, co-ordinate and integrate the design by the consultants in a sequence to suit the project design, documentation programme and quality requirements.</li> </ul>	<p>project scope, time, cost and quality parameters.</p>	<p>including, but not limited to, construction systems, materials, fittings, and finishes selections;</p> <ul style="list-style-type: none"> <li>Review the programme and budget with the client, principal consultant or other consultants;</li> <li>Coordinate other consultants designs into building design;</li> <li>Prepare design development drawings including drafting technical details and material specifications;</li> <li>Discuss and agree on the building plan application and approval</li> </ul>	<p>other professional consultants</p> <ul style="list-style-type: none"> <li>Attending design and consultants' meetings</li> <li>Reviewing and evaluating design and outline specifications and exercising cost control in conjunction with the other professional consultants</li> <li>Receiving relevant data and cost estimates from the other professional consultants</li> <li>Preparing detailed estimates of construction cost</li> <li>Assisting the client in reviewing the financial viability report</li> <li>Commenting on space and</li> </ul>	<p>consultant and other consultants involved.</p> <ul style="list-style-type: none"> <li>Attend design and consultants' meetings.</li> <li>Incorporate client's and authorities' detailed requirements into the design.</li> <li>Incorporate other consultant's designs and requirements into the design.</li> <li>Prepare design development drawings including draft technical details and specifications.</li> <li>Review and evaluate design and outline specification and exercise cost control.</li> </ul>	



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	<ul style="list-style-type: none"> <li>• Conduct and record the appropriate planning, co-ordination and management meetings.</li> <li>• Facilitate any input from the design consultants required by Construction Manager on constructability.</li> <li>• Facilitate any input from the design consultants required by Health and Safety consultant.</li> <li>• Manage and monitor the timeous submission by the design team of all plans and documentation to obtain the necessary statutory approvals.</li> <li>• Establish responsibilities and monitor the information flow between the design</li> </ul>		<p>requirements with the local authority</p>	<p>accommodation allowances and preparing an area schedule</p> <ul style="list-style-type: none"> <li>• Liaising, co-operating, and providing necessary information to the client, principal consultant, and other professional consultants.</li> <li>• <u>the following deliverables are applicable:</u></li> <li>• Detailed estimate(s) of construction cost</li> <li>• Area schedule</li> </ul>	<ul style="list-style-type: none"> <li>• Prepare detailed estimates of construction cost.</li> <li>• Liaise, co-operate and provide necessary information to the principal consultant and other consultants involved.</li> <li>• Submit the necessary design documentation to local and other authorities for approval.</li> </ul> <p><u>the following deliverables are applicable:</u></p> <ul style="list-style-type: none"> <li>• Design development drawings.</li> <li>• Outline specifications.</li> </ul>	



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	<p>team, including the cost consultants.</p> <ul style="list-style-type: none"> <li>• Monitor the preparation by the cost consultants of cost estimates, budgets, and cost reports .</li> <li>• Monitor the cost control by the cost consultants to verify progressive design compliance with approved budget, including necessary design reviews to achieve budget compliance.</li> <li>• Facilitate and monitor the timeous technical co-ordination of the design by the design team.</li> <li>• Facilitate client approval of all Stage 3 documentation.</li> </ul> <p>the following deliverable are applicable:</p>				<ul style="list-style-type: none"> <li>• Local and other authority submission drawings and reports.</li> <li>• Detailed estimates of construction costs.</li> </ul>	



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	<ul style="list-style-type: none"> <li>Signed Consultant/Client Agreements</li> <li>Detailed Design &amp; Documentation Programme</li> <li>Updated Indicative Construction Programme</li> <li>Record of all meetings</li> <li>Approval by Client to proceed to Stage 4</li> </ul>					
Stage 4	<ul style="list-style-type: none"> <li>Select, recommend and agree the Procurement Strategy for contractors, subcontractors and suppliers with the client and consultants</li> <li>Prepare and agree the Project Procurement Programme.</li> <li>Co-ordinate and monitor the preparation of the tender documentation by the consultants in accordance with the</li> </ul>	<ul style="list-style-type: none"> <li>Attend and participate in tender clarification meetings.</li> <li>Review the documentation programme with the client's principal consultant/agent.</li> <li>Finalise baseline risk assessment.</li> <li>Identify and implement precautions necessary for health and safety control and develop health</li> </ul>	<ul style="list-style-type: none"> <li>Prepare documentation required for local authority building plan application submission;</li> <li>Co-ordinate technical documentation with the consultants and complete primary co-ordination sufficient to support building plan submission;</li> </ul>	<ul style="list-style-type: none"> <li>Attending design and consultants' meetings</li> <li>Assisting the principal consultant in the formulation of the procurement strategy for contractors, subcontractors, and suppliers</li> <li>Reviewing working drawings for compliance with the approved budget of</li> </ul>	<ul style="list-style-type: none"> <li>Attend design and consultants' meetings.</li> <li>Prepare specifications and preambles for the works.</li> <li>Accommodate services design.</li> <li>Check cost estimates and adjust designs and documents if necessary to remain within budget.</li> </ul>	



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	<p>Project Procurement Programme.</p> <ul style="list-style-type: none"> <li>Facilitate and monitor the preparation by the Health and Safety Consultant of the Health and Safety Specification for the project</li> <li>Manage the tender process in accordance with agreed procedures, including calling for tenders, adjudication of tenders, and recommendation of appropriate contractors for approval by the client.</li> <li>Advice the client, in conjunction with other consultants on the appropriate insurances required for the implementation of the project.</li> <li>Monitor the reconciliation by the cost consultants of the</li> </ul>	<p>and safety plans from information obtained from the health and safety specification.</p> <ul style="list-style-type: none"> <li>Agree on a format for the health and safety file for the project.</li> <li>Assist the project team with detailed information for health and safety cost estimates/budgets.</li> <li>Liaise, co-operate and provide necessary health and safety information to the client, principal consultant and the other consultants.</li> <li>Manage the preparation of health and safety documentation for distribution to contractors for inclusion into their tender submissions.</li> </ul>	<ul style="list-style-type: none"> <li>Review the costing and programme with the consultants;</li> <li>Obtain the client's authority, and submit documents for approval at the local authority.</li> </ul>	<p>construction cost and/or financial viability</p> <ul style="list-style-type: none"> <li>Preparing documentation for both principal and subcontract procurement</li> <li>Assisting the principal consultant with calling of tenders and/or negotiation of prices</li> <li>Assisting with financial evaluation of tenders</li> <li>Assisting with preparation of contract documentation for signature</li> </ul> <p><u>the following deliverables are applicable:</u></p> <ul style="list-style-type: none"> <li>Budget of construction cost</li> </ul>	<ul style="list-style-type: none"> <li>Formulate the procurement strategy for contractors or assist the principal consultant where relevant.</li> <li>Prepare documentation for contractor procurement.</li> <li>Review designs, drawings and schedules for compliance with approved budget.</li> <li>Call for tenders and/or negotiation of prices and/or assist the principal consultant where relevant.</li> <li>Liaise, co-operate and provide necessary</li> </ul>	





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	<p>tender prices with the project budget</p> <ul style="list-style-type: none"> <li>• Agree the format and procedures for monitoring and control by the cost consultants of the cost of the works.</li> <li>• Facilitate client approval of the tender recommendation(s).</li> </ul> <p><b>Stage 4.2</b></p> <ul style="list-style-type: none"> <li>• Prepare specifications for the works;</li> <li>• Complete technical documentation sufficient for tender;</li> <li>• Obtain offers for the execution of the works;</li> <li>• Evaluate offers, and recommend a successful tenderer for appointment;</li> <li>• Prepare the contract documentation and arrange the signing of the building contract</li> </ul>	<ul style="list-style-type: none"> <li>• Facilitate the evaluation of the contractor(s) competencies, knowledge and resources to carry out the works safely.</li> <li>• Facilitate the preparation of contract documentation related to health and safety requirements for approval and signature.</li> </ul> <p><u>the following deliverable are applicable:</u></p> <ul style="list-style-type: none"> <li>• Company health and safety management system (Sample documentation)</li> <li>• Project specific health and safety tender documentation</li> <li>• Baseline risk assessment</li> </ul>		<ul style="list-style-type: none"> <li>• Tender documentation</li> <li>• Financial evaluation of tenders</li> <li>• Priced contract documentation</li> </ul>	<p>information to the principal consultant and the other consultants as required.</p> <ul style="list-style-type: none"> <li>• Evaluate tenders.</li> <li>• Prepare contract documentation for signature.</li> <li>• Assist in pricing, documentation and tender evaluation as required when the detailed services for these activities are provided by others.</li> <li>• Assess samples and products for compliance and design intent.</li> </ul> <p><u>the following deliverables are applicable:</u></p>	





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	<p>by the client and the successful tenderer;</p> <ul style="list-style-type: none"> <li>Complete all remaining technical and construction documentation and coordinate same with the consultants.</li> </ul>	<p>company and/or project specific</p> <ul style="list-style-type: none"> <li>Approved project specific health and safety plan</li> <li>Draft health and safety file</li> <li>Health and safety evaluations of contractors</li> </ul>			<ul style="list-style-type: none"> <li>Specifications.</li> <li>Services co-ordination.</li> <li>Working drawings.</li> <li>Budget construction cost.</li> <li>Tender documentation.</li> <li>Tender evaluation report.</li> <li>Tender recommendations.</li> <li>Priced contract documentation</li> </ul>	
Stage 5	<ul style="list-style-type: none"> <li>Administer the building contract;</li> <li>Give possession of the site to the contractor;</li> <li>Issue construction documentation;</li> <li>Review sub-contractor designs, shop drawings and documentation for</li> </ul>	<ul style="list-style-type: none"> <li>Attend the site handover meeting and clarification of project specific requirements.</li> <li>Facilitate and coordinate the preparation of a site specific construction health and safety plan</li> </ul>		<ul style="list-style-type: none"> <li>Attending the site handover</li> <li>Preparing schedules of predicted cash flow</li> <li>Preparing proactive estimates for proposed variations for</li> </ul>	<ul style="list-style-type: none"> <li></li> </ul>	<ul style="list-style-type: none"> <li></li> </ul>



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	<p>conformity of design intent;</p> <ul style="list-style-type: none"> <li>Inspect the works for conformity with the contract documentation and acceptable quality in terms of industry standards;</li> <li>Administer and perform the duties and obligations assigned to the principal agent in the building contract;</li> <li>Manage the completion process of the project;</li> <li>Assist the client to obtain the required documentation necessary for the client to obtain the occupation certificate.</li> </ul>	<ul style="list-style-type: none"> <li>Ensure necessary documentation is submitted to the relevant authorities.</li> <li>Attend and participate in all project meetings.</li> <li>Manage the process for the assessments and approval of other contractor(s) health and safety plans.</li> <li>Facilitate health and safety site meetings.</li> <li>Ensure identification of the hazards and risks relevant to the construction project through regular coordinated site inspections.</li> <li>Manage and maintain health and safety and communication structures and systems, distribution of health and safety specific documents to contractors.</li> </ul>		<p>client decision-making</p> <ul style="list-style-type: none"> <li>Attending regular site, technical and progress meetings</li> <li>Adjudicating and resolving financial claims by the contractor(s)</li> <li>Assisting in the resolution of contractual claims by the contractor(s)</li> <li>Establishing and maintaining a financial control system</li> <li>Preparing valuations for payment certificates to be issued by the principal agent.</li> <li>Preparing final account(s) including remeasurement(s) as required for</li> </ul>		



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		<ul style="list-style-type: none"> <li>Evaluate project specific emergency response and preparedness plans.</li> <li>Monitor, measure and report on health and safety system performance through facilitating compliance health and safety audits.</li> <li>Evaluate the levels of compliance of contractors to the project specific health and safety plan and client specifications.</li> <li>Manage the reporting and investigation of project related incidents.</li> <li>Evaluate processes for reporting of non-compliance issues and implementation of identified appropriate</li> </ul>		<p>the works on a progressive basis. the following deliverables are applicable:</p> <ul style="list-style-type: none"> <li>Schedule(s) of predicted cash flow</li> <li>Estimates for proposed variations.</li> <li>Financial control reports</li> <li>Valuations for payment certificates</li> <li>Progressive and draft final account(s)</li> </ul>		



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		<p>corrective and preventative action.</p> <ul style="list-style-type: none"> <li>• Participate and coordinate in reviews and incorporate changes of the health and safety management systems.</li> <li>• Use of trends analysis to identify system deficiencies and incident trends, outline relevant improvements.</li> <li>• Manage the necessary changes to the health and safety plans.</li> <li>• Facilitate the development and submission of technical reports in relation to health and safety issues and communicate through presentations to diverse groups of decision makers.</li> </ul>				



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		<p>the following deliverables are applicable:</p> <ul style="list-style-type: none"> <li>• Approved project specific risk assessments</li> <li>• Approved site specific health and safety plans</li> <li>• Health and safety risk profile for specific construction works</li> <li>• Health and safety budgets and resource plans</li> <li>• Site establishment and mobilisation plans for health and safety</li> <li>• Emergency preparedness and contingency plans</li> <li>• Health and safety audit plans and reports</li> </ul>				





Stage	Pr Construction Project Manager	Pr Occupational Health & Safety Agent	Pr Architect	Pr Quantity Surveyor	Pr Engineer/Technologist Civil/Structural/Electrical or Mechanical	Environmental Specialist
		<ul style="list-style-type: none"> <li>Health and safety management and technical report</li> </ul>				
Stage 6	<ul style="list-style-type: none"> <li>Facilitate the project close-out including the collation of the necessary documentation to effect completion, handover and operational manual of the project.</li> <li>When the contractor's obligations with respect to the building contract have been fulfilled, the architectural professional shall issue the certificates related to the contract completion.</li> <li>Provide the client with construction record documentation and the relevant technical and contractual undertakings by the contractor and sub-contractors.</li> </ul>	<ul style="list-style-type: none"> <li>Review, discuss and approve the contractor's consolidated health and safety file with the contractor(s).</li> <li>Manage site health and safety during the defects liability period.</li> <li>Prepare the consolidated project health and safety file for the client.</li> </ul> <p><u>the following deliverables are applicable:</u></p> <ul style="list-style-type: none"> <li>Record of audits during defects liability period.</li> <li>Consolidated health and safety file as per project specifications</li> </ul>		<ul style="list-style-type: none"> <li>Preparing valuations for payment certificates to be issued by the principal agent.</li> <li>Concluding final account(s) <u>the following deliverables are applicable:</u></li> <li>Valuations for payment certificates</li> <li>Final account(s)</li> </ul>	<ul style="list-style-type: none"> <li>Inspect and verify the rectification of defects.</li> <li>Receive, comment and approve relevant payment valuations and completion certificates.</li> <li>Facilitate and/or procure final operations and maintenance manuals, guarantees and warranties.</li> <li>Prepare and/or procure as-built drawings and documentation.</li> <li>Conclude the final accounts where relevant.</li> </ul>	<ul style="list-style-type: none"> <li></li> </ul>



Stage	Pr Construction Project Manager	Pr Occupational Health & Safety Agent	Pr Architect	Pr Quantity Surveyor	Pr Engineer/Technologist Civil/Structural/Electrical or Mechanical	Environmental Specialist
	<ul style="list-style-type: none"> <li>•</li> </ul>	<ul style="list-style-type: none"> <li>• Records of health and safety operations and maintenance reports</li> <li>• Health and safety close-out report</li> </ul>			<p>the following deliverables are applicable:</p> <ul style="list-style-type: none"> <li>• Valuations for payment certificates</li> <li>• Works and final completion lists</li> <li>• Operations and maintenance manuals, guarantees and warranties.</li> <li>• As-built drawings and documentation</li> <li>• Final accounts</li> </ul>	



## EVALUATION CRITERIA

### BIDS WILL BE EVALUATED IN ACCORDANCE WITH THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT (PPPFA) of 2000 AS FOLLOWS:

A two-stage evaluation process will be employed. In Stage one, all bids received will be evaluated for compliance with bid requirements. Only service providers who meet all the requirements for compliance with bid requirements will proceed to Stage 2 for functionality. All service providers who meet the minimum threshold of 80 out of 100 points on Functionality will be recommended for the appointment to the panel.

#### STAGE 1 - COMPLIANCE WITH BID REQUIREMENTS

In this stage All bids received will be verified for compliance and completeness of the submitted proposal per the below set of mandatory requirements. Bidders who fail to comply with the below requirements will be eliminated and bidders who comply with the below requirements progresses to the next stage of technical evaluation.

- a) **Company Registration:** Bidders must submit a copy of a valid professional registration in the relevant registration body in the name of the bidding company.
- b) **Professional Indemnity Insurance:** Bidders must submit a valid professional indemnity (PI) insurance or provide confirmation of eligibility for professional indemnity (PI) insurance providing cover of an amount of at least 2 million Rands.
- c) **Team Capability:** Bidders must submit a minimum of two (2) CV's, copies of qualifications and copies of professional registration of project team members for each discipline tendering. Both CV's must demonstrate a minimum of 5 year's relevant experience.



**Team Capability will be assessed based on the schedule below:**

Resource required	Minimum Qualifications	Professional Registration	Minimum No. of Years' experience	Tick Appropriate Box <input type="checkbox"/>
Project Manager	BSc/BTech in Civil/Structural Engineering, Building and Quantity Surveying and construction Management with experience in management and coordination of multidisciplinary teams.	South African Council for the Project and Construction Management Professions (SACPCMP)	8	<input type="checkbox"/>
Architect	BSc or BTech in Architecture or equivalent degree.	South African Council for the Architectural Profession (SACAP)	8	<input type="checkbox"/>
Civil Engineer	BEng/BSc or B-Tech in Civil Engineering	Engineering Council of South Africa (ECSA)	5	<input type="checkbox"/>
Structural Engineer	BEng/BSc or BTech Civil/Structural Engineering	ECSA	5	<input type="checkbox"/>
Electrical Engineer	BEng/BSc or B-Tech in Electrical Engineering.	ECSA	5	<input type="checkbox"/>
Mechanical Engineer	BEng/BSc or B-Tech in Mechanical Engineering	ECSA	5	<input type="checkbox"/>
Quantity Surveyor	BEng/BSc or BTech in Quantity Surveying with experience in construction projects.	South African Council for the Quantity Surveying Profession (SACQSP)	8	<input type="checkbox"/>
Occupational Health & Safety	B-Degree or equivalent with experience in compiling baseline Health and Safety Requirements, conducting OHS audits and monitoring of construction sites	SACPCMP	5	<input type="checkbox"/>
Environmental Specialist	B-Degree or equivalent in Environmental Management or equivalent.	Environmental Assessment Practitioners Association of South Africa (EAPASA)	5	<input type="checkbox"/>

**NB: Failure to comply with any of the above requirements will result in immediate rejection of the bid. Bidders who comply with all the requirements of stage 1 will proceed to stage 2 where they will be evaluated on functionality.**



**STAGE 2- FUNCTIONALITY**

**In the event that a bidder has expertise and is bidding for more than one service category, the evidence for functionality assessments must be submitted for each service category bidding for. As such, bidders must clearly indicate which field of professional services is the tenderer bidding for.**

FUNCTIONALITY	MAXIMUM POINTS
<p><b><u>COMPANY EXPERIENCE</u></b></p> <p>Bidders must submit proof of experience in the relevant area of service bidding for. Bidders are required to submit at least two (2) written references/ written proof of experience per year in order to obtain the requisite points.</p> <p><b>Measure</b></p> <ul style="list-style-type: none"> <li>• Two or more references per year and 10 years’ experience or more = 50 points</li> <li>• Two or more references per year and 7-10 years’ experience = 40 points</li> <li>• Two or more references and 4-7 years’ experience = 30 points</li> <li>• Two or more references per year and 0-3 years’ experience = 10 points</li> <li>• No references/1 reference per year = 0 points</li> </ul> <p><b>NB: Proof of experience must be obtained from clients whom the bidder has successfully represented for services listed in the scope of work. Proof of experience must be submitted in <u>ANY</u> of the following documents:</b></p> <ul style="list-style-type: none"> <li>• Written testimonial letters by the clients previously/currently serviced, or</li> <li>• Copies of agreements, or</li> <li>• Reference Forms attached to the bid documents.</li> </ul> <p><b>Failure to provide written proof of experience in any of the above-listed documents will lead to zero points allocated. No partial points will be awarded for partial information submitted.</b></p>	<p><b>50</b></p>





<p><b>Quality Management Plan/ Quality Assurance System (15)</b></p> <p>Bidders must submit a copy of their quality management plan/system. If a bidder is SANS or ISO accredited, a copy of accreditation certificate must be submitted with the bid.</p> <p><u>Scoring Matrix</u></p> <ul style="list-style-type: none"> <li>➤ ISO Certificate / SANS Certificate and Quality Plan = 15</li> <li>➤ Quality Plan only = 10</li> <li>➤ No quality plan = 0</li> </ul>	<b>15</b>
<p><b>Project Risk Management (15)</b></p> <p>Bidders must provide a detailed <u>Risk Management Plan</u> within the Built Environment comprising of the following risks with mitigation measures.</p> <ol style="list-style-type: none"> <li>a. Poor Quality = 3 points</li> <li>b. Budget Overrun =3 points</li> <li>c. Political Climate and Community Unrest = 3 points</li> <li>d. Project Delays = 3 points</li> <li>e. Communication Breakdown = 3 points</li> </ol> <p><u>Scoring Matrix</u></p> <ul style="list-style-type: none"> <li>➤ Each of the risk identified above must be allocated with mitigation measure for a bidder to score 3 points.</li> </ul>	<b>15</b>
<p><b>Company Profile and Organogram (20)</b></p> <p>A detailed organogram including names of all key resources and the roles they shall play must be submitted.</p> <p>Bidders must provide information on any additional staff employed by the service provider with more than three (3) years' experience. (4 points will be allocated per resource).</p> <p><b>NB: Provide CVs and proof of qualification for each member to justify awarding the above points. Failure to provide proof of the above in the prescribed format will result in no points being scored. No partial points will be awarded for partial information submitted.</b></p>	<b>20</b>
<b>TOTAL</b>	<b>100</b>

**NB: All service providers who meet the minimum threshold of 80 out of 100 points on Functionality will be recommended for the appointment to the panel.**



ECPTA reserve the right to verify the reference letters/any information submitted & any misrepresentation shall disqualify the bidder.

**BIDDERS SHALL TAKE NOTE OF THE FOLLOWING BID CONDITIONS:**

- The Eastern Cape Parks and Tourism Agency Supply Chain Management Policy will apply.
- Bidders **must** be registered with the Treasury Central Supplier Database (CSD) and submit a full copy of the CSD report for the month of January 2024.
- Service providers who are not registered with the National Treasury Central Database of Suppliers must visit [www.csd@treasury.gov.za](http://www.csd@treasury.gov.za) to register their companies, after the completion of the registration report, a summary report must be included to their bid documents.
- Eastern Cape Parks and Tourism Agency does not bind itself to accept the lowest bid or any other bid and reserves the right to accept the whole or part of the bid.
- Bids which are late, incomplete, unsigned or submitted by facsimile or electronically will not be accepted.
- ECPTA reserves the right to terminate the contract if it is not satisfied with the work produced by the service provider. Only bidders that have met the requirements of the proposal / specification shall be considered during the adjudication process.
- The ECPTA Bid Committee and the Supply Chain Management Unit may, before a bid is adjudicated or at any time during the bidding process, oblige a bidder to substantiate any claims it may have made in its bid document.
- Bids submitted are to hold good until the appointment of the panel.

**The following documents must be submitted with the tender document:**

- A copy of a full CSD Report for the month of January 2024.
- Company Profile
- Companies who bid as a joint venture must submit both companies supporting documents to claim points for specific goals.
- Companies that bid as joint venture must submit an official signed business agreement by both parties. If the service provider does not meet this requirement, it will be automatically disqualified.



The bidders may only request clarification in writing up to 5 working days before the closing date stated in the Tender Notice. No requests for clarifications will be accepted after the 23<sup>rd</sup> of January 2024.



## GENERAL CONDITIONS OF THE BID

### 1. Interpretation

The word "Bidder" in these conditions shall mean and include any firm or any company or body incorporated or unincorporated.

The word "ECPTA" in these conditions shall mean the Eastern Cape Parks & Tourism Agency.

### 2. Extent of the bid

This contract is for the provision of the services as detailed in the attached Specification (page 9-18).

### 3. Contract to be Binding

The formal acceptance of the Purchase Order by the ECPTA will constitute a contract binding on both parties. A service level Agreement will be signed by both parties

### 4. Mode of the Bid

All Bids shall be completed and signed: All forms, annexure, addendums and specifications shall be signed and returned with the Bid document as a whole. ***The lowest or any Bid will not necessarily be accepted.*** The ECPTA wishes to deal on a prime contractual basis with the successful Bidder being responsible and accountable for all aspects of the entire solution or service offered.

### 5. Quality

Should the specifications and / or descriptions not address any aspects of quality as specified, clarity should be provided to the ECPTA prior to the submission of a quotation.

### 6. Insurance Claims, etc.

The ECPTA shall not be liable in any manner in respect of any claims, damages, accidents and injuries to persons, property or rights or any other courses of civil or criminal action that may arise from the carrying out of this contract.

The company shall insure his / her / their personnel and any plant, machinery or other mechanical or electronic equipment involved in the fulfillment of this contract and shall indemnify the ECPTA against



all risks or claims which may arise. It will be required from the successful Bidder to submit proof of insurance or any other valid form of indemnification to ECPTA for scrutiny.

## **7. Signing of Documents**

Bidders are required to return the complete set of documents duly signed.

## **8. Period of Validity for Bids and withdrawal of Bid after Closing Date**

Bids submitted are to hold good until the appointment of the panel.

## **9. Penalty Provision**

Should the successful Bidder:

- a. Withdraw the Bid during the afore-mentioned period of validity; or
- b. Advise the ECPTA of his / her / their inability to fulfill the contract; or
- c. Fail or refuse to fulfill the contract; or
- d. Fail or refuse to sign the agreement or provide any surety if required to do so.

Then, the Bidder will be held responsible for and is obligated to pay to the ECPTA:

All expenses incurred by ECPTA to advertise for or invite and deliberate upon new Bids, should this be necessary.

The difference between the original accepted Bid price and:

- (i) A less favorable (for the ECPTA) Bid price accepted as an alternative by the ECPTA from the Bids originally submitted; or
- (ii) A new Bid price.

## **10. Value Added Tax**

In calculating the cost of the supply and delivery of services and / or material, the supplier will issue a "Tax Invoice" for all services rendered and / or materials supplied, which will reflect the exclusive cost of such services, goods or materials with the relevant Value Added Tax being added to the total. VAT must be included in the Bid price but must be shown separately.

## **11. Price Escalation**

Pricing will not be considered at this stage. Quotations would be requested from appointed panel members as and when required.





## 12. Authority to Sign Bid Documents

In the case of a Bid being submitted on behalf of a company, close corporation or partnership, evidence must be submitted to the ECPTA at the time of submission of the Bid that the Bid has been signed by persons properly authorized thereto by resolution of the directors or under the articles of the entity.

## 13. Samples:

N/A

## 14. Duration of the Bid

The contract period is for a period of three years with an option to extend for a period of two years.

## 15. Delivery Periods:

The successful bidder will liaise with Ms. Mandilakhe Lawana or any other delegated official at 043 492 0845.

## 16. Closing Date / Submitting of Bids

Bids must be submitted in sealed envelopes clearly marked “**PANEL OF PROFESSIONAL SERVICE PROVIDERS IN THE BUILT ENVIRONMENT FOR A PERIOD OF 3 YEARS WITH AN OPTION TO EXTEND FOR 2 YEARS.**” - **BID NO. 17/FY/24**” Quotations must be deposited in the Bid Box, 17-25 Oxford Street (Cnr of Fleet & Oxford Street), East London, by no later than **11:00 am** on the **30<sup>th</sup> of January 2024**.

***Bids which are not submitted in a properly sealed and marked envelope and/or deposited in the relevant bid box on or before the closing date and time will not be considered. Faxed or e-mailed Bids will not be considered.***

## 17. Bid Enquiries

Enquiries should be directed to the Supply Chain Management Unit. The following official can be contacted: Mr. Mcebisi Sandi at 043 492 0685 during normal office hours viz. 08:00 – 16:00 Mondays to Fridays-mail: [mcebisi.sandi@ecpta.co.za](mailto:mcebisi.sandi@ecpta.co.za)



**18. Insurance and Indemnity**

ECPTA shall not be liable in any manner in respect of any claims, damages, accidents and injuries to persons, property or rights or any other courses of civil or criminal action that may arise from the carrying out of this contract.

**19. Payment**

Payment will be made on completion of Supply and Delivery within 30 days of receipt of the invoice.

**20. Control of The Contract**

For the purposes of this contract ECPTA has appointed the Bid Committees for the adjudication, award and management of the bid.

**21. Agreement**

The successful bidder undertakes to be bound by all terms and conditions contained in this bid document. Appointment and Acceptance letter would be signed by ECPTA and the successful service provider(s).



## GENERAL CONDITIONS OF CONTRACT

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## GENERAL CONDITIONS OF CONTRACT

### 1. Definitions

The following terms shall be interpreted as indicated:

- 1.1 **“Closing time”** means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 **“Chief Executive Officer”** means the CEO of ECPTA or her/his duly authorized representative;
- 1.3 **“Contract”** means the written agreement entered into between the purchaser and the provider, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.4 **“Contract price”** means the price payable by the provider under the contract for the full and proper performance of his contractual obligations.
- 1.5 **“Corrupt practice”** means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.6 **“Countervailing duties”** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.7 **“Country of origin”** means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.8 **“Day”** means calendar day.
- 1.9 **“Delivery”** means delivery in compliance of the conditions of the contract or order.
- 1.10 **“Delivery ex stock”** means immediate delivery directly from stock actually on hand.
- 1.11 **“Delivery into consignees store or to his site”** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the provider bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.12 **“Dumping”** occurs when a private enterprise abroad markets its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.13 **“ECPTA”** means Eastern Cape Parks & Tourism Agency.



- 1.14 **“Force majeure”** means an event beyond the control of the provider and not involving the provider’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.15 **“Fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.16 **“GCC”** means the General Conditions of Contract.
- 1.17 **“Goods”** means all of the equipment, machinery, and/or other materials that the provider is required to supply to the purchaser under the contract.
- 1.18 **“Imported content”** means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the provider or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as land costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.19 **“Letter of acceptance”** means the written communication by ECPTA to the contractor recording the acceptance by ECPTA of the contractor’s tender subject to the further terms and conditions to be itemized in the contract;
- 1.20 **“Local content”** means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.21 **“Manufacture”** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.22 **“Order”** means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.23 **“Project site,”** where applicable, means the place indicated in bidding documents.
- 1.24 **“Purchaser”** means the organization purchasing the goods.
- 1.25 **“Republic”** means the Republic of South Africa.
- 1.26 **“SCC”** means the Special Conditions of Contract.
- 1.27 **“Services”** means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning,





provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the provider covered under the contract.

- 1.28 **“Signature date “** means the date of the letter of acceptance;
- 1.29 **“Tender”** means an offer to supply goods/services to ECPTA at a price;
- 1.30 **“Tenderer”** means any person or body corporate offering to supply goods/services to ECPTA;
- 1.31 **“Written” or “in writing”** means hand-written in ink or any form of electronic or mechanical writing.

## **2. Application**

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

## **3. General**

- 3.1 Unless otherwise indicated in the bidding documents, ECPTA shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 Invitations to bid are usually published in locally distributed news media and on the Eastern Cape Treasury government tender bulletin.

## **4. Standards**

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

## **5. Use of contract documents and information; inspection**

- 5.1 The provider shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the provider in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.



- 5.2 The provider shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the provider's performance under the contract if so required by the purchaser.
- 5.4 The provider shall permit the purchaser to inspect the provider's records relating to the performance of the provider and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

## **6. Patent rights**

- 6.2 The provider shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of goods or any part thereof by the purchaser.
- 6.3 When a provider develops documentation/projects for ECPTA, the intellectual, copy and patent rights or ownership of such documents or projects will vest in ECPTA.

## **7. Performance security**

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

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

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises



of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.

- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 & 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the provider.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the provider who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do not comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the providers cost and risk. Should the provider fail to provide the substitute supplies forthwith, the purchaser may, without giving the provider further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the provider.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

## **9. Packaging**

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



## **10. Delivery and documents**

10.1 Delivery of the goods and arrangements for shipping and clearance obligations shall be made by the provider in accordance with the terms specified in the contract.

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental services**

13.1 The provider may be required to provide any or all of the following services, including additional services, if any:

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

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

## **14. Spare parts**

14.1 As specified, the provider may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the provider:

- (a) such spare parts as the purchaser may elect to purchase from the provider, provided that this election shall not relieve the provider of any warranty obligations under the contract, and
- (b) in the event of termination of production of the spare parts:
  - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and



- (ii) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

## **15. Warranty**

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

## **16. Payment**

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

## **17. Prices**

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





## **18. Increase/decrease of quantities**

- 18.1 In cases where the estimated value of the envisaged changes in purchase does not exceed 15% of the total value of the original contract, the contractor may be instructed to deliver the revised quantities. The contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

## **19. Contract amendments**

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

## **20. Assignment**

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

## **21. Subcontracts**

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

## **22. Delays in the provider's performance**

- 22.1 Delivery of the goods and performance of services shall be made by the provider in accordance with the time schedule prescribed by the purchaser in the contract.
- 22.2 If at any time during performance of the contract, the provider or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the provider shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the provider's notice, the purchaser shall evaluate the situation and may at his discretion extend the provider's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 22.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if any emergency arises, the provider's point of supply is not situated at or near the place where the supplies are required, or the provider's services are not readily available.
- 22.4 Except as provided under GCC Clause 25, a delay by the provider in the performance of its delivery obligations shall render the provider liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 22.5 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the



contract and to return any goods delivered later at the provider's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the provider.

### **23. Penalties**

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

### **24. Termination For Default**

24.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the provider, may terminate this contract in whole or in part:

- (a) if the provider fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the provider fails to perform any other obligation(s) under the contract; or
- (c) if the provider, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

24.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the provider shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the provider shall continue performance of the contract to the extent not terminated.

### **25. Anti-Dumping and Countervailing Duties and Rights**

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



## **26. Force Majeure**

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

## **27. Termination For Insolvency**

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

## **28. Settlement of Disputes**

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

## **29. Limitation of Liability**

- 29.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;



- (a) the provider shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the provider to pay penalties and / or damages to the purchaser; and
- (b) the aggregate liability of the provider to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

### **30. Governing Language**

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

### **31. Applicable Law**

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

### **32. Notices**

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

### **33. Taxes and Duties**

- 33.1 A foreign provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 33.2 A local provider shall be entirely responsible for all taxes, duties, license fees, etc, incurred until delivery of the contracted goods to the purchaser.
- 33.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

### **34. Transfer of Contracts**

- 34.1 The contractor shall not abandon, transfer, assign or sublet a contract or part thereof without the written permission of the purchaser.

### **35. Amendment of Contracts**

- 35.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into



in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

### **36. National Industrial Participation Programme (NIPP)**

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

### **37. Amendment of Contracts**

37.1 In terms of Section 4 (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is/are or a contractor (s) was / were involved in collusive bidding (or bid rigging).

37.2 If a bidder (s) or contractors, based on reasonable grounds or evidence obtained by purchaser, has / have engaged in the restrictive practice referred above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

37.3 If a bidder (s) or contractor (s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bidder (s) for such item (s) offered and / terminate the contract in whole or part, and / or restrict the bidder (s) or contract (s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder (s) or contractor(s) concerned.

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**DATE**

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**SIGNATURE OF BIDDER**





## 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 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:

.....  
.....

**3 DECLARATION**

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>1</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

<sup>1</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.



- 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



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

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

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

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### 1. GENERAL CONDITIONS

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

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

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

**a) At this stage, the preferential point system will not be applicable. Bidders who are appointed to the panel will be invited to submit quotations as and when the need arise. The preferential point system will be applicable then.**

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

(a) Functionality

### 2. DEFINITIONS

(a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process



or any other method envisaged in legislation;

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

### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 3.1. POINTS AWARDED FOR PRICE

##### 3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

**80/20**

$$Ps = 80 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

#### 3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT





### 3.2.1. POINTS AWARDED FOR PRICE

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

**80/20**

$$Ps = 80 \left( 1 + \frac{Pt - Pmax}{Pmax} \right)$$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmax = Price of highest acceptable tender

## 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the Bidders who are appointed to the panel will be invited to submit quotations as and when the need arises. The preferential point system will be applicable then.
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
  - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.



## DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
  - One-person business/sole propriety
  - Close corporation
  - Public Company
  - Personal Liability Company
  - (Pty) Limited
  - Non-Profit Company
  - State Owned Company
- [TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such



cancellation;

- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

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

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

.....



## CENTRALISED SUPPLIER DATABASE (CSD) REPORT

It is a condition of bid that all Service Providers be registered on the Centralised Supplier Database (CSD). Bidders who are not yet registered can register on [www.csd.gov.za](http://www.csd.gov.za)

1. In order to meet this requirement bidders are required to complete the Registration Process which can be done online at the above-mentioned website. Upon completion of registration Bidders will receive a Supplier number which must be provided on the front cover of the document
2. Bidders are required to submit their full CSD report for the month of January 2024.



ATTACH CSD REPORT HERE





**COMPANY DETAILS**

The following company details schedule must be completed to ensure that the prerequisite requirements to bidding are met.

Registered Company Name	
Company Registration Number	
VAT Number	
Bank Name	
Branch Name	
Bank Account Number	
Professional Registration Details	
Professional Indemnity Details	



## AUTHORITY TO SIGN BID DOCUMENTS

In the case of a bid being submitted on behalf of a company, close corporation or partnership, evidence must be submitted to ECPTA at the time of submission of the bid that the bid has been signed by persons properly authorized thereto by resolution of the directors or under the articles of the entity.

**Please attach proof to the next page.**



# ATTACH RESOLUTION OF SIGNATORY



**JOINT VENTURE DISCLOSURE FORM**

**GENERAL**

- i) All the information requested must be filled in the spaces provided. If additional space is required, additional sheets may be used and attached to the original documents.
- ii) A copy of the joint venture agreement must be attached to this form, in order to demonstrate the Affirmable, Joint Venture Partner’s share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details relating to:
  - a) the contributions of capital and equipment
  - b) work items to be performed by the Affirmable Joint Venture Partner’s own forces
  - c) work items to be performed under the supervision of the Affirmable Joint Venture Partner.
- iii) Copies of all written agreements between partners concerning the contract must be attached to this form including those, which relate to ownership options and to restrictions/limits regarding ownership and control.
- iv) ABE partners must complete ABE Declaration Affidavits.
- v) The joint venture must be formalised. All pages of the joint venture agreement must be signed by all the parties concerned. A letter/ notice of intention to formalise a joint venture once the contract has been awarded will not be considered.
- vi) should any of the above not be complied with, the joint venture will be deemed null and void and will be considered non-responsive.

**1. JOINT VENTURE PARTICULARS**

- a) Name .....
- b) Postal address.....  
.....  
.....  
.....  
.....



c) Physical address.....

.....

.....

d) Telephone .....

e) Fax .....

**2. IDENTITY OF EACH NON-AFFIRMABLE JOINT VENTURE PARTNER**

**2.1(a)** Name of Firm .....

Postal Address.....

Physical Address .....

Telephone.....

Fax .....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

**2.2(a)** Name of Firm .....

Postal Address.....

Physical Address .....

Telephone.....

Fax .....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

*(Continue as required for further non-Affirmable Joint Venture Partners)*

**IDENTITY OF EACH AFFIRMABLE JOINT VENTURE PARTNER**

**3.1(a)** Name of Firm .....

Postal Address.....

Physical Address .....





Telephone.....

Fax .....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

**3.2(a)** Name of Firm .....

Postal Address.....

Physical Address .....

Telephone.....

Fax .....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

**3.3(a)** Name of Firm .....

Postal Address.....

Physical Address .....

Telephone.....

Fax .....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

**1. BRIEF DESCRIPTION OF THE ROLES OF THE AFFIRMABLE JOINT VENTURE PARTNERS IN THE JOINT VENTURE**

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



**5. OWNERSHIP OF THE JOINT VENTURE**

a) Affirmable Joint Venture Partner ownership percentage(s) .....%

b) Non-Affirmable Joint Venture Partner ownership percentage(s) .....%

c) Affirmable Joint Venture Partner percentages in respect of: \*

(i) .....

Profit and loss sharing .....

(ii) .....

Initial capital contribution in Rands .....

.....

.....

(\*Brief descriptions and further particulars should be provided to clarify percentages).

(iii) .....

Anticipated on-going capital contributions in Rands .....

.....

.....

(iv) Contributions of equipment (specify types, quality, and quantities of equipment) to be provided by each partner.

.....

.....

.....

**5. RECENT CONTRACTS EXECUTED BY PARTNERS IN THEIR OWN RIGHT AS PRIME CONTRACTORS OR AS PARTNERS IN OTHER JOINT VENTURES**



	NON-AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)		
b)		
c)		
d)		
e)		

	AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)		
b)		
c)		
d)		
e)		

**7. CONTROL AND PARTICIPATION IN THE JOINT VENTURE**

(Identify by name and firm those individuals who are, or will be, responsible for, and have authority to engage in the relevant management functions and policy and decision making, indicating any limitations in their authority e.g. co-signature requirements and Rand limits).

(a) Joint Venture cheque signing

.....

.....

.....

(b) Authority to enter into contracts on behalf of the Joint Venture

.....

.....

.....

(c) Signing, co-signing and/or collateralising of loans

.....

.....



.....  
(d) Acquisition of lines of credit

.....  
(e) Acquisition of performance bonds

.....  
(f) Negotiating and signing labour agreements

**8. MANAGEMENT OF CONTRACT PERFORMANCE**

(Fill in the name and firm of the responsible person).

- (a) Supervision of field operations.....
- (b) Major purchasing.....
- (c) Estimating .....
- (d) Technical management .....

**9. MANAGEMENT AND CONTROL OF JOINT VENTURE**

(a) Identify the “managing partner”, if any,

.....  
.....



.....  
 .....

(b) What authority does each partner have to commit or obligate the other to financial institutions, insurance companies, suppliers, subcontractors and/or other parties participating in the execution of the contemplated works?

.....  
 .  
 .....

.....  
 .  
 .....

.....  
 .  
 .....

.....  
 .

(c) Describe the management structure for the Joint Venture's work under the contract

MANAGEMENT FUNCTION / DESIGNATION	NAME	PARTNER*

(Fill in "ex Affirmable Joint Venture Partner" or "ex non-Affirmable Joint Venture Partner".





**10. PERSONNEL**

(a) State the approximate number of operative personnel (by trade/function/discipline) needed to perform the Joint Venture work under the Contract.

TRADE/FUNCTION/ DISCIPLINE	NUMBER EX AFFIRMABLE JOINT VENTURE PARTNERS	NUMBER EX NON- AFFIRMABLE JOINT VENTURE PARTNERS

(Fill in “ex Affirmable Joint Venture Partner” or “ex non-Affirmable Joint Venture Partner”).

(b) Number of operative personnel to be employed on the Contract who are currently in the employ of partners.

(i) Number currently employed by Affirmable Joint Venture Partners

.....

(ii) Number currently employed by the Joint Venture

.....

(b) Number of operative personnel who are not currently in the employ of the respective partner and will be engaged on the project by the Joint Venture

.....

(d) Name of individual(s) who will be responsible for hiring Joint Venture employees

.....



- .....
- (e) Name of partner who will be responsible for the preparation of Joint Venture payrolls

.....

**11. CONTROL AND STRUCTURE OF THE JOINT VENTURE**

Briefly describe the manner in which the Joint Venture is structured and controlled.

.....

.....

.....

The undersigned warrants that he/she is duly authorised to sign this Joint Venture Disclosure Form and affirms that the foregoing statements are true and correct and include all material information necessary to identify and explain the terms and operations of the Joint Venture and the intended participation of each partner in the undertaking.

The undersigned further covenants and agrees to provide the Employer with complete and accurate information regarding actual Joint Venture work and the payment therefore, and any proposed changes in any provisions of the Joint Venture agreement, and to permit the audit and examination of the books, records and files of the Joint Venture, or those of each partner relevant to the Joint Venture, by duly authorised representatives of the Employer.

Signature .....

Duly authorized to sign on behalf of .....

Name .....

Address.....

Telephone.....

Date.....

---

Signature .....

Duly authorized to sign on behalf of .....



Name .....

Address.....

Telephone.....

Date .....

---

Signature .....

Duly authorized to sign on behalf of .....

Name .....

Address.....

Telephone.....

Date .....

---

Signature .....

Duly authorized to sign on behalf of .....

Name .....



## JOINT VENTURE AGREEMENT

Bidders who tender as a Joint Venture must submit a Joint Venture Agreement here.



**STAGE 1 COMPLIANCE REQUIREMENTS**

**A. PROOF OF COMPANY PROFESSIONAL REGISTRATION WITH THE RELEVANT REGULATORY BODY**

*(Attach Proof of company registration with the relevant regulatory body)*





**B. PROFESSIONAL INDEMNITY INSURANCE**

*(Attach copy of Professional Indemnity Insurance here)*



### C. TEAM CAPABILITY

*(Attach CV's, copies of qualifications and copies of professional registration of the team members here) If the bidder is tendering on more than one area of specialization, CV's, copies of qualifications and copies of professional registration of each field must be submitted.*



**STAGE 2 – FUNCTIONALITY REQUIREMENTS**

**EVALUATION OF COMPANY EXPERIENCE:**

**In the event that a bidder has expertise and is bidding for more than one service category, the evidence for functionality assessments must be submitted for each service category bidding for. As such, bidders must clearly indicate which field of professional services is the tenderer bidding for.**

**1. REFERENCE FOR THE BIDDER**

<b>Name of Institution (Client)</b>	
<b>Contract/Tender Number</b>	
<b>Contract Description</b>	
<b>Name of Service Provider (Bidder)</b>	
<b>Value of project</b>	
<b>Commencement Date</b>	
<b>Contractual Completion Date</b>	
<b>Bidder's Completion Date</b>	

**1.1 Please score the performance of the above-mentioned company by marking the relevant box**

<b>Performance Rating</b>			<b>Comments</b>
Work performed in compliance with contract terms.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Financial Status of the bidder in relation to the work to be performed.	Excellent	5	
	Good	4	
	Fair	3	



	Poor	2	
	Very Poor	1	
Timelines of work are met.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Customer services.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Quality of Service.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Communication and accessibility.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Documentation records, receipts, invoices and computer-generated reports received in a timely manner and in compliance with contract specification	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Would you recommend using this service provider in future?	Yes		If no, provide reasons:
	No		

**OVERALL PERFORMANCE**

Excellent		Good		Fair		Poor		Very Poor	
-----------	--	------	--	------	--	------	--	-----------	--



Name of Authorized Person \_\_\_\_\_

Designation \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

**Official Stamp**





## 2. REFERENCE FOR THE BIDDER

<b>Name of Institution (Client)</b>	
<b>Contract/Tender Number</b>	
<b>Contract Description</b>	
<b>Name of Service Provider (Bidder)</b>	
<b>Value of project</b>	
<b>Commencement Date</b>	
<b>Contractual Completion Date</b>	
<b>Bidder's Completion Date</b>	

**2.1 Please score the performance of the above-mentioned company by marking the relevant box**

Performance Rating			Comments
Work performed in compliance with contract terms.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Financial Status of the bidder in relation to the work to be performed.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Timelines of work are met.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Customer services.	Excellent	5	
	Good	4	



	Fair	3	
	Poor	2	
	Very Poor	1	
Quality of Service.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Communication and accessibility.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Documentation records, receipts, invoices and computer-generated reports received in a timely manner and in compliance with contract specification	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Would you recommend using this service provider in future?	Yes		If no, provide reasons:
	No		

**OVERALL PERFORMANCE**

Excellent		Good		Fair		Poor		Very Poor	
-----------	--	------	--	------	--	------	--	-----------	--

Name of Authorized Person \_\_\_\_\_

Designation \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

**Official Stamp**



### 3. REFERENCE FOR THE BIDDER

<b>Name of Institution (Client)</b>	
<b>Contract/Tender Number</b>	
<b>Contract Description</b>	
<b>Name of Service Provider (Bidder)</b>	
<b>Value of project</b>	
<b>Commencement Date</b>	
<b>Contractual Completion Date</b>	
<b>Bidder's Completion Date</b>	

**1.1 Please score the performance of the above-mentioned company by marking the relevant box**

Performance Rating			Comments
Work performed in compliance with contract terms.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Financial Status of the bidder in relation to the work to be performed.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Timelines of work are met.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Customer services.	Excellent	5	
	Good	4	



	Fair	3	
	Poor	2	
	Very Poor	1	
Quality of Service.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Communication and accessibility.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Documentation records, receipts, invoices and computer-generated reports received in a timely manner and in compliance with contract specification	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Would you recommend using this service provider in future?	Yes		If no, provide reasons:
	No		

**OVERALL PERFORMANCE**

Excellent		Good		Fair		Poor		Very Poor	
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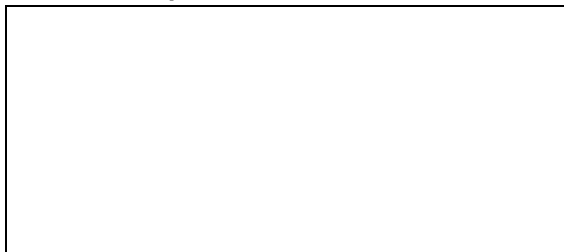
Name of Authorized Person \_\_\_\_\_

Designation \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

**Official Stamp**



#### 4. REFERENCE FOR THE BIDDER

<b>Name of Institution (Client)</b>	
<b>Contract/Tender Number</b>	
<b>Contract Description</b>	
<b>Name of Service Provider (Bidder)</b>	
<b>Value of project</b>	
<b>Commencement Date</b>	
<b>Contractual Completion Date</b>	
<b>Bidder's Completion Date</b>	

1.2 Please score the performance of the above-mentioned company by marking the relevant box

Performance Rating			Comments
Work performed in compliance with contract terms.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Financial Status of the bidder in relation to the work to be performed.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Timelines of work are met.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Customer services.	Excellent	5	
	Good	4	



	Fair	3	
	Poor	2	
	Very Poor	1	
Quality of Service.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Communication and accessibility.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Documentation records, receipts, invoices and computer-generated reports received in a timely manner and in compliance with contract specification	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Would you recommend using this service provider in future?	Yes		If no, provide reasons:
	No		

**OVERALL PERFORMANCE**

Excellent		Good		Fair		Poor		Very Poor	
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Name of Authorized Person \_\_\_\_\_

Designation \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

**Official Stamp**





## 5. REFERENCE FOR THE BIDDER

<b>Name of Institution (Client)</b>	
<b>Contract/Tender Number</b>	
<b>Contract Description</b>	
<b>Name of Service Provider (Bidder)</b>	
<b>Value of project</b>	
<b>Commencement Date</b>	
<b>Contractual Completion Date</b>	
<b>Bidder's Completion Date</b>	

**1.3 Please score the performance of the above-mentioned company by marking the relevant box**

Performance Rating			Comments
Work performed in compliance with contract terms.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Financial Status of the bidder in relation to the work to be performed.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Timelines of work are met.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	



Customer services.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Quality of Service.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Communication and accessibility.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Documentation records, receipts, invoices and computer-generated reports received in a timely manner and in compliance with contract specification	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Would you recommend using this service provider in future?	Yes	No	If no, provide reasons:

**OVERALL PERFORMANCE**

Excellent		Good		Fair		Poor		Very Poor	
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Name of Authorized Person \_\_\_\_\_

Designation \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

**Official Stamp**



**B. QUALITY MANAGEMENT PLAN/QUALITY ASSURANCE SYSTEM**

*(Attach Quality Management Plan/ Quality Assurance System here)*



## C. PROJECT RISK MANAGEMENT

*(Attach Risk Management Plan here).*



## D. COMPANY PROFILE AND ORGANOGRAM

*(Attach Company Profile, Organogram and CVs of additional staff here)*



**PROOF OF ADDRESS**

**ATTACH PROOF OF ADDRESS HERE**





**ANNEXURE "A"**  
**SCOPE OF WORK PER DISCIPLINE**

