

## REQUEST FOR TENDER

REQUEST FOR TENDER FOR THE APPOINTMENT OF A MULTIDISCIPLINARY TEAM WITH A CONSULTING ENGINEER AS THE PRINCIPAL AGENT FOR THE ASSESSMENT, DESIGN AND PROJECT MANAGEMENT OF REQUIRED REPAIRS, RENOVATIONS TO EXISTING INFRASTRUCTURE AND DEVELOPMENT OF NEW INFRASTRUCTURAL ASSETS AT THE LILANI HOTSPRINGS AND BHANGA NEK CAMPSITE IN KWAZULU-NATAL

REFERENCE NUMBER:3210/2018/02

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## **1. INTRODUCTION**

**Trade & Investment KwaZulu-Natal (TIKZN)** is a provincial trade and investment promotion public entity, mandated by the Department of Economic Development Tourism and Environmental Affairs (EDTEA) to promote the province as an investment destination and to promote trade by assisting KwaZulu-Natal (KZN) based companies to identify local and international markets to export their products. TIKZN has been mandated by the National Department of Tourism to implement and manage the upgrade of two tourism projects, Lilani Hotsprings situated in the Umvoti region and Bhanga Nek Campsite situated in the uMkhanyakude region in KZN. TIKZN is seeking the services of a multi-disciplinary professional team that will overall manage the professional services and manage the construction component of the Lilani Hotsprings and Bhanga Nek Campsite.

### **1.1 PROJECT PURPOSE**

The purpose of this tender is to procure a multidisciplinary team with a Consulting Engineer as the Principal Agent for the assessment, design and project management of required repairs, renovations to existing infrastructure (including roads, fencing, pathways, and buildings) and the development of new infrastructural assets at the Lilani Hotsprings situated in the Umvoti region and Bhanga Nek Campsite situated in the uMkhanyakude region in KZN.

- 1.1.1** The tender process will be coordinated by TIKZN Supply Chain Management section at the following address:

Supply Chain Management  
Trade & Investment KwaZulu-Natal  
1 Arundel Close  
Kingsmead Office Park  
Durban, 4001

### **1.2 COMPULSORY SITE BRIEFING SESSION**

- a) A compulsory site meeting for Lilani Hotsprings will be held on the 11<sup>th</sup> September 2018 at 10h00. All to meet at the Umvoti Local Municipality, 41 Bell Street, Greytown 3250, Tel: 033 413 9100, Ext: 9209.
- b) A compulsory site meeting for Bhanga Nek will be held on the 12<sup>th</sup> September 2018 at 11h00. All to meet at Umhlabuyalingana Local Municipality Offices, Main Road R22, KwaNgwanase, Tel: 035 592 0680/035 592 9628.

**COMPULSORY SITE BRIEFING SESSIONS WILL BE HELD AT THE ABOVE SITES AND THE MEETING POINT WILL BE AT THE RESPECTIVE OFFICES INDICATED ABOVE. FAILURE TO ATTEND THE COMPULSORY SITE BRIEFING SESSIONS WILL RESULT IN YOUR BID BEING DISQUALIFIED.**

### **1.3 CONSULTANT'S TERMS OF REFERENCE**

It is the intention of TIKZN to enter into a formal Service Level Agreement (SLA) with the successful Service Provider to provide the services described hereunder. The Terms of Reference (TOR) would serve to guide the process of selecting and appointing a qualified service provider by ensuring a match between TIKZN's requirements and the knowledge and experience of the service provider. These TORs and the consultant's proposal will form the basis of the service level agreement to be entered between the parties.

## 1.4. BACKGROUND AND SCOPE OF SERVICES

TIKZN has been granted infrastructure funds from the National Department of Tourism (NDT) for the period 2017/18 to 2018/19 for the infrastructure developments at Lilani Hotsprings and Bhanga Nek. The preferred bidder will be selected based on its functionality response and shall be remunerated based on the EPWP grant conditions. In this regard, the preferred bidder shall be required to enter into a SLA that will oversee the scope of the professional services as well as the construction component, which shall include all deliverables as stated in the TIKZN Grant Agreement with NDT below:

### 1.4.1 Scope of work for Lilani Hotsprings:

- a) Alteration and addition to the existing kitchen and meeting room.
- b) Embanking and retaining of the existing structures
- c) Alterations and addition to the hot springs.
- d) Refurbishment of the laundry and office.
- e) Electrical installations to existing additions.
- f) Completion of the internal access road and parking.
- g) Construction of 10 new accommodation units and BOMA area.
- h) Construction of bulk water storage.

### 1.4.2 Scope of work for Bhanga Nek Campsite:

- a) Upgrading of two campsites
- b) Upgrade must be in line with iSimangaliso development framework as the site falls within the World Heritage site. (UNESCO regulations).
- c) Cognizance must be taken in terms of Scoping and EIA regulations. This will have an impact on project time frame.
- d) Service provider will need to work with iSimangaliso development unit to implement project.
- e) Technical Scoping reports by an expert Environmental Assessment Practitioner is required that has the experience in dealing with developments within World Heritage sites.
- f) **NB: The two infrastructure projects must be implemented in line with the National Treasury Standard for Infrastructure Procurement and Delivery Management (SIPDM) stages which are as follows:**
  - i. **Stage 0: Project Initiation:**
    - a. Project initiation report outlining high level business case and an estimated cost and project schedule
  - ii. **Stage 1: Infrastructure Planning**
    - a. Infrastructure plan identifies long term needs and prioritised needs to a forecasted budget
  - iii. **Stage 2: Strategic Resourcing**
    - a. Procurement strategy to implement medium term infrastructure plan via packages
  - iv. **Stage 3: Pre-feasibility (Preparation and Briefing)**
    - a. The Strategic Brief which contains the package information, the schedule of statutory permissions, funding requirements and utility approvals as relevant, that are to be obtained as the work proceeds and the procurement strategy.
  - v. **Stage 4: Feasibility (Concept and Viability)**

- a. The Concept Report will contain the package information which sets out the integrated concept for the works, any statutory permissions and funding or utility approvals granted and a risk report, and a logistic support plan
- vi. **Stage 5: Design Development**
  - a. The Design Development Report which contains the package information sets out the integrated developed design of the works for a package and forms the basis for the development of the production information, any statutory permissions and utility approvals granted, a risk and maintenance report
- vii. **Stage 6: Design Documentation**
  - a. 6A – Production Information detailing performance definition, specifications, sizing and position of all systems and components enabling either construction (where the contractor is able to build directly from the information prepared) or production of manufacturing and installation information for construction.
- viii. 6B – Output Manufacture, fabrication and construction information which is produced by or on behalf of the contractor, based on the production information provided for a package which enables manufacture, fabrication or construction to take place
- ix. **Stage 7: Works**
  - a. The output here is the completed works
- x. **Stage 8: Handover**
  - a. Works taken over with record information
- xi. **Stage 9: Closeout**
  - a. 9A Asset data on register and 9B Completed package

The service provider is required to provide the following services to the satisfaction of TIKZN:

#### **1.4.3 Feasibility, Business Plan, Approvals, Design and Construction Project Management:**

Preparation, in keeping with compliant design codes of all necessary architectural, structural, civil, mechanical, electrical, security and safety, fire, IT/Comms, water and sanitation, drawings and specifications necessary to successfully tender and execute the construction/renovation/fit out works needed to undertake the Tourism projects highlighting the following:

- a) Undertake all required baseline studies
- b) Complete the feasibility and business plan for funding approval to NDT
- c) Commence with the construction programme.
- d) Facilitate project engagements with the relevant officials and stakeholders from the local area through the establishment of a project advisory committee.

#### **Stages 1 to 6**

##### **Stage 1: Inception**

- 1. Receive, appraise and report on the client's requirements with regard to –
  - a) The client's brief;
  - b) The site and rights and constraints;
  - c) Budgetary constraints;
  - d) The need for consultants;
  - e) Project programme; and
  - f) Methods of contracting.

## **Stage 2: Concept and viability (concept design)**

1. Prepare an initial design and advise on –
  - a) The intended space provisions and planning relationships;
  - b) Proposed materials and intended building services; and
  - c) The technical and functional characteristics of the design.
2. Develop a minimum of three concept office layouts for approval of preferred option by the employer;
  - a) Check for conformity of the concept with the rights to use of the land;
  - b) Review the anticipated costs of the project;
  - c) Review the project programme.

## **Stage 3: Design Development**

- a) Confirm the scope and complexity;
- b) Review the design, consult with local and statutory authorities;
- c) Develop the design, construction system, materials and components;
- d) Incorporate and co-ordinate all services and the work of consultants;
- e) Review the design, consulting and programme with the consultants.

## **Stage 4: Documentation and procurement**

1. Prepare documentation required for local authority submission:
  - a) Co-ordinate technical documentation with the consultants and complete primary co-ordination;
  - b) Prepare specifications for the works;
  - c) Review the costing programme with consultants;
  - d) Obtain the clients authority and submit documents for approval.
2. Complete construction documentation and proceed to call tenders:
  - a) Obtain the client's authority to prepare documents for to procuring offers for the execution of the works;
  - b) Obtain offers for the execution of the works;
  - c) Evaluate offers and recommend on awarding the building contract;
  - d) Prepare the contract documentation and arrange the signing of the building contract.

## **Stage 5: Construction**

- a) Administer the building contractor;
- b) Issue construction documentation;
- c) Initiate and/or check sub-contract design and documentation that are appropriate;
- d) Inspect the works for conformity to the contract documentation and acceptable quality in terms of industry standards;
- e) Administer and perform the duties and obligations assigned to the principal agent in the JBCC/GCC contracts, or fulfil the obligations provided for in other forms of the contract;
- f) Issue the certificate of practical completion;
- g) Assist the client in obtaining the occupation certificate.

## **Stage 6: Close out**

- a) Facilitate the project close-out including preparation of the necessary documentation to effect completion, handover and operation of the project.

- b) When the contractor's obligations with respect to the building contract have been fulfilled the architectural professional shall issue the certificate related to contract completion.
  - c) Provide client with as-built drawings and relevant contractual undertakings by the contractor and sub-contractors.
  - d) Comply with NDT requirements and EPWP labour intensity methods.
  - e) Comply with Reporting templates as provided by the Client
  - f) Ongoing liaison with the relevant officials and stakeholders from the local area through the establishment of a project steering committee.
1. The preferred service provider is required:
    - a) to incorporate design measures that promote environmentally friendly technologies.
    - b) to include documentation as their understanding of how the Tourism Assets is to be developed.
    - c) to prepare a detailed cost estimate and critical path timeline for the construction works. It will be used as a baseline for the tender evaluation of the construction bids.
    - d) to advise on the local approval process and is to take the lead in seeking all necessary planning and technical approvals as the project proceeds.

#### **1.4.4. Approvals**

- a) Report on the necessary planning and construction approvals, where applicable, have been acquired
- b) Advice on the requirements, planned approach, risks and time implications are to be included
- c) Indicate how you would lead and conduct regular site visits during the construction works

#### **1.4.5 Project Management**

The service provider will be required and must articulate how they will project manage and supervise the works executed by the contractor. Supervision to cover all necessary technical disciplines and contract administrative matters as set out in the construction contract to be agreed on with TIKZN. Specifically, the service provider is to exercise a combination of full and restricted authority on this turn-key project.

The service provider's attention is particularly drawn to the following areas of the contract; variations (material, cost and time), payments (advance & periodic), insurance, guarantees, execution time, completion, defects period, penalties and reporting. The service provider is also expected to establish a supervisory and reporting regime acceptable to TIKZN that demonstrates an understanding of TIKZN's requirements, the technical aspects of the work, client special needs and the inherent project risks. The offer must contain a reporting proposal that meets the basic requirements set out above.

#### **1.4.6 Work plan**

Specifically, the service provider is required to submit, as part of their offer, a comprehensive timeline covering the planning, design and construction phases of the project. The timeline is to show the 'critical path'. Key considerations to account for in the development of the 'Work Plan' include:

- a) The need for continuing consultation with all parties.
- b) Early detection of local nuances (material supply, local holidays/festivities, work practices, etc.) that may impact the project.
- c) Risk mitigation measures to keep the project on track (time and cost).



- d) TIKZN's need to keep the project to tight timeline without compromising quality of deliverables.

**KINDLY NOTE THAT A FAILURE TO EXPRESSLY COVER 1.3 IN YOUR PROPOSAL WILL RESULT IN YOUR PROPOSAL BEING REJECTED WITHOUT FURTHER CONSIDERATION.**

### **1.5. OUTPUTS OF THE SERVICES PROVIDED /KEY DELIVERABLES**

Notwithstanding key points in paragraph 1.3, the appointed service provider is required to put together a proposal which must clearly illustrate the various tasks/activities and costs to plan, design and project manage the re-construction and refurbishment of the Tourism projects. The scope of work and the services required are linked, but are not limited to, the following key deliverables:

- a) The provision of engineering and architectural services foreseen in the context of this assignment
- b) The preparation of design and drawings including their approval
- c) Preparation of specifications and Bill of Quantities (BOQ) required for the "refurbishment works" and "furniture, finishes and other items"
- d) Project Management, supervision services for the completion of entire project,
- e) Report on findings and recommendations on areas for improvement.
- f) **Present and hand over the completed project by:** within a period of 12 months from date of site handover.

The service provider will also be required to consult with all relevant stakeholders in order to develop a status report that is comprehensive and provides an accurate description of the status of the project and what is still to be completed. All necessary documents that may assist the service provider in this process will be made available to the successful bidder by TIKZN.

### **1.6 METHODOLOGY**

The Service Providers proposal must outline the methodology they intend adopting to meet the deliverables specified in paragraph 1.3 and 1.4 above. This outline should cover the following:

- a) Indicate in detail how this turn-key project will be carried out.
- b) Provide a project charter with timelines.
- c) Provide a detailed budget for the project which must also outline a sign off and payment schedule.
- d) The Service Provider is expected to put clearly defined targets in line with the scope of work. The budget breakdown would therefore be linked to the target and outputs, milestones and timing thereof and the schedule of costs and payments.
- e) The service provider must provide a detailed project closeout report with all relevant documentation.

### **1.7 OWNERSHIP OF RFP/RFQ AND PRESENTATIONS**

TIKZN shall, on receipt of any proposal relating to this RFP/RFQ and submitted in accordance with this RFP/RFQ procedure, become the owner thereof and TIKZN shall not be obliged to return any proposals to Service Providers who request such a return.

## **1.8 CONFIDENTIALITY**

The entire process of calling for proposals as initiated by TIKZN in terms of its procurement policy is confidential. All deliberations in respect of the acceptability or otherwise of the proposals shall be conducted in closed sessions and members of the Evaluation, Bid Adjudication and Procurement Committee is bound by confidentiality.

## **1.9 ETHICS**

Any attempt by a Service Provider to obtain confidential information or enter into unlawful agreements with competitors or influence the Evaluation and/or the Bid Adjudication and/or Procurement Committee of TIKZN during the process of examining, evaluating and comparing proposals will lead to the rejection of its proposal in its entirety. The Service Provider must declare any business or other interests it has with TIKZN or any employee of TIKZN, failing which the Service Provider shall be automatically disqualified from further participation in the RFP/RFQ.

## **1.10 PROJECT STEERING COMMITTEE**

The service provider will report to a TIKZN led Project Steering Committee (PSC) which will be chaired by TIKZN and comprise of community members of respective projects, TIKZN officials, respective NDT officials, Local/District Municipalities and any other entity that TIKZN deems crucial to the implementation of the projects. The Project Steering Committee Meetings will take place on a bi-weekly basis. The appointed service provider is expected to undertake all administrative functions for the meetings viz: Agenda, Meeting Notifications, Attendance Register, Minutes and Reports, etc.

## **1.11 CANCELLATION OF BID PROCEDURE**

TIKZN shall be entitled, within its sole and entire discretion, to cancel this RFP/RFQ at any time and shall notify the Service Providers accordingly. TIKZN shall in no way be liable for any damages whatsoever, including, without limitation, damages for loss of profit, in any way connected with the cancellation of this RFP/RFQ procedure. The publication of an invitation to call for proposals does not commit TIKZN to appoint any of the qualifying Service Providers.

## **2. REQUIRED EXPERTISE AND COMPETENCIES**

The successful Service Provider and consultants must possess the following competencies and prove accreditation with respective professional bodies:

- a) Experience in engineering design and construction management of similar scaled projects;
- b) Excellent knowledge, understanding and experience of building design and construction, labour-intensive construction design;
- c) Excellent knowledge and understanding of the materials/tools available for buildings available in the production sectors;
- d) An understanding of the relevant regulatory processes applicable to the Built Environment sector;
- e) A high level of project and financial management experience and expertise;
- f) Excellent analytical and conceptual abilities, and report writing skills;
- g) At least 5 years of experience in working with the Construction Industry Development Board (CIDB): this will include a working knowledge of the CIDB system, experience in preparing documents and sourcing construction-related Service Providers through the CIDB system;
- h) Engineering consultants must be registered professionally with the Engineering Council of South Africa (ECSA).

- i) Knowledge and experience working with the Extended Public Works Programme (EPWP)

The proposal should give clear examples of all professionals' proficiency and recent experience in terms of the above skills, abilities & competencies.

**KINDLY NOTE THAT A FAILURE TO FULLY COVER THIS IN YOUR PROPOSAL MAY RESULT IN YOUR PROPOSAL BEING REJECTED WITHOUT FURTHER CONSIDERATION.**

### **3. SUPPORTING DOCUMENTATION**

Service Providers are required to submit the following documents:

- a) A valid original Tax Clearance Certificate for each participating company or individual professional;
- b) A copy of all proposed professionals' valid and up-to-date registration with the relevant professional councils;
- c) Proof of office location for the Consulting Engineer, Architect and Quantity Surveyor.
- d) Proposed fee/cost structure and ability to source additional staff/services on short notice. This must only be contained in the original document as per PARAGRAPH 6, below;
- e) A copy of the company's Unemployment Insurance Fund (UIF) registration;
- f) Letter of good standing from the office of the Compensation Commissioner and registration certificate as required through the Compensation for Occupational Injuries and Diseases Act (COIDA);
- g) A valid original B-BBEE Certificate for each participating company or individual professional
- h) Company details (where relevant), mission statement and policies with an indication of the management structure, communication and supervision;
- i) Proposed model (methodology) and work plan for implementation;
- j) A copy of the company/individual's latest Audited Financial Statement;
- k) At least three traceable references: provide the names and contact details of any past or present clients you have supplied similar services to over the past 5-10 years.

#### **3.1 Returnable Standard Bidding Documents:**

Annexure A - INVITATION TO BID DOCUMENTATION FORM (SBD1).

Annexure B - DECLARATION OF INTEREST FORM (SBD4).

Annexure C - PREFERENTIAL POINTS CLAIM FORM (SBD6.1).

Annexure E - PRICING SCHEDULE FOR PROFESSIONAL SERVICES FORM (SBD3.1).

Annexure F – CONTRACT FORM -PURCHASE OF GOODS/WORKS

Annexure G - CERTIFICATE OF INDEPENDANT BID DETERMINATION FORM (SBD9).

Annexure H - AUTHORITY TO SIGN A BID FORM.

Annexure I - DECLARATION OF BIDDERS PAST SUPPLY CHAIN MANAGEMENT PRACTICES (SBD8).

Annexure J- GENERAL CONDITIONS AND SPECIAL CONDITIONS AS PER Standard Professional Services Contract (July 2009) 3<sup>RD</sup> edition.

**KINDLY NOTE THAT A FAILURE TO SUBMIT THE MANDATORY DOCUMENTS LISTED IN ANNEXURES (A, B, E, F, G, H, AND I) WITH THE PROPOSAL WILL RESULT IN YOUR PROPOSAL BEING REJECTED WITHOUT FURTHER CONSIDERATION.**

### **4. PREFERENTIAL PROCUREMENT**

In compliance with the preferential public procurement laws applicable to TIKZN and in terms of TIKZN's procurement policy, preferential points will be awarded to Service Providers who

demonstrate BEE in its management and ownership structures. In this regard Service Providers are required to expressly cover this in their proposals and state their BEE management and ownership status. Service providers should also include specific accreditation information where applicable.

NB: Companies must define whether they comply with the following categories of targeted groups:

- a) Black African owned and percentage owned;
- b) Women owned entities and percentage owned;
- c) Youth owned entities and percentage owned.

**KINDLY NOTE THAT FAILURE TO EXPRESSLY DEAL WITH YOUR BEE STATUS IN YOUR PROPOSAL, WILL RESULT IN NO PREFERENTIAL POINTS BEING AWARDED FOR YOUR BEE STATUS.**

## **5. SERVICE LEVEL AGREEMENT**

- a) The acceptance of any proposal shall only be confirmed with the conclusion of a written service level agreement between TIKZN and the Successful Service Provider, in terms of which the rights and duties of the parties are recorded, which agreement shall regulate the relationship between TIKZN and the Successful Service Provider.
- b) Until such time that an appropriate service level agreement has been concluded between TIKZN and successful Service Provider, no rights shall be conferred, nor shall any legitimate expectations be conferred to the successful Service Provider to carry out the works or services provided for in this call for proposals.

## **6. FEE STRUCTURE/SUBMISSION**

A total fixed-fee bid price (inclusive of VAT) is to be included for the following three professional services but not limited to:

- a) Consulting Engineer;
- b) Architect; and
- c) Quantity Surveyor.
- d) Other

Anticipated fees or costs must also be indicated in the document marked "ORIGINAL" for professional input that would be considered additional services. This must not be included in the total fixed-fee bid price.

This is an all-inclusive tender process. Service Providers are to submit one (1) pack of original proposals, marked "ORIGINAL" in a separate envelope and three (3) packs of copies, marked "COPY" in a second envelope.

**Financial or pricing details must only be included in the pack marked "ORIGINAL".**

**NB. Failure to submit:**

- a) **1 (one) pack of original documents with pricing included; and**
  - b) **3 (three) packs of copies without pricing data.**
- in the prescribed manner WILL lead to your bid being disqualified.**

**KINDLY NOTE THAT FAILURE TO FULLY COVER THIS IN YOUR PROPOSAL WILL RESULT IN YOUR PROPOSAL BEING REJECTED WITHOUT FURTHER CONSIDERATION.**

## 7. EVALUATION CRITERIA

The preferred bidder will be selected based on its functionality response and shall be remunerated based on National Department of Tourism (NDT) EPWP grant conditions. In this regard, the preferred bidder shall be required to enter into a Service Level Agreement, which shall include all deliverables as stated in the TIKZN Memorandum of Agreement (MOA) with NDT.

The first stage will evaluate functionality according to the criteria listed in 8.1 below.

The second stage will evaluate the price and equity of those bids that meet the minimum threshold for functionality. In accordance with the Preferential Procurement Regulations, 2017 pertaining to the Preferential Procurement Policy Framework Act (No.5 of 2000), the 80/20-point system will be applied in evaluating proposals that qualify for further consideration, where price constitutes 80 points and a maximum of 20 points will be awarded based on the bidder's B-BBEE Status Level Certificate.

Failure to submit the B-BBEE certificate mentioned above will not necessarily result in a bid being disqualified, but no points will be awarded for B-BBEE status.

## 8. THE AWARDING OF POINTS

For the 80/20 or the 90/10 preference point systems, the awarding of points will be done for Price, Functionality and B-BBEE status level of contribution.

### 8.1. FUNCTIONALITY

The below mentioned criteria will guide the evaluation of functionality / technical phase and bidders who score less than 70% in this phase will be disqualified for the next phase of evaluation.

<b>FUNCTIONALITY ASSESSMENT SCORING CRITERIA</b>			
	<b>Weight</b>	<b>Score</b>	<b>Total</b>
<p><b>1. Technical Approach (30/100):</b></p> <ul style="list-style-type: none"> <li>Capacity (technical and professional qualifications of key professionals in relation to the scope of work, managerial capability, administrative capacity and support resources, availability of resources and work load).</li> </ul> <p><b>This must be supported by the submission of CV's of all professionals together with detailed organogram and with the requisite qualifications.</b></p>	30		
<p><b>(Rating score values for technical approach is allocated as follows: Unsatisfactory = 1; Satisfactory = 2; Good = 3; Very Good = 4 and Excellent = 5. The maximum score value which can be awarded is 5 per technical approach category).</b></p>			
<p><b>2. Methodology (20/100):</b></p> <ul style="list-style-type: none"> <li>Model (methodology) and work plan for implementation as per point 1.6 of the ToR and additional information supplied at the briefing session.</li> </ul>	20		
<p><b>(Rating score values for methodology is allocated as follows: Unsatisfactory = 1; Satisfactory = 2; Good = 3; Very Good = 4 and Excellent = 5. The maximum score value which can be awarded is 5 per methodology category).</b></p>			

<p><b>3. Demonstrated experience of the company in similar projects in the last five years (30/100):</b></p> <ul style="list-style-type: none"> <li>• Demonstrated experience in construction project management (includes working with the CIDB and construction-related professionals and managing contractors). <b>At least three traceable references within the last five years must be supplied.</b></li> </ul> <p><i>This must be supported by the submission of a list of all projects successfully completed, <b>including signed letters of completion</b> and signed references from current/previous clients <b>on their company letter head.</b></i></p>	30		
<p><b>(Rating score values for demonstrated experience of company is allocated as follows: Unsatisfactory = 1; Satisfactory = 2; Good = 3; Very Good = 4 and Excellent = 5. The maximum score value which can be awarded is 5 per demonstrated experience category).</b></p>			
<p><b>4. Demonstrated experience in implementation (20/100):</b></p> <ul style="list-style-type: none"> <li>• Demonstrated experience in the implementation of labour-intensive infrastructure and construction projects under the Expanded Public Works Programme (EPWP).</li> </ul> <p><i>Supported by the submission/evidence of a list of <b>EPWP linked projects</b> successfully completed, <b>including signed letters of completion</b> and signed references from current/previous clients <b>on their company letter head.</b></i></p>	20		
<p><b>(Rating score values for methodology is allocated as follows: Unsatisfactory = 1; Satisfactory = 2; Good = 3; Very Good = 4 and Excellent = 5. The maximum score value which can be awarded is 5 per methodology category).</b></p>			
<b>TOTAL</b>	<b>100</b>		

**Bids that fail to score a minimum of 70 points out of a possible 100 points for functionality will not be eligible for further consideration.**

## **8.2. B-BBEE STATUS LEVEL OF CONTRIBUTION**

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

<b>B-BEE status level of contribution</b>	<b>Number of points (90/10) system</b>	<b>Number of points (80/20) system</b>
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 8.2.1. Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a sworn affidavit issued by the EME representative and attested by a Commissioner of Oaths.
- 8.2.2. A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 8.2.3. A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 8.2.4. Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 8.2.5. A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 8.2.6. A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprises that does not have equal or higher B-BBEE status level than the person concerned unless the contract is subcontracted to an EME that has the capability and ability execute the sub-contract.

## **9. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED**

Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete Annexure C: Preferential Points Claim Form. (Points claimed must be in accordance with the table reflected in paragraph 9.3. and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS.

## **10. CONTRACTUAL OBLIGATIONS**

The acceptance of any proposal shall only be confirmed with the conclusion of a written service level agreement between TIKZN and the Successful Service Provider, in terms of which the rights and duties of the parties are recorded, which agreement shall regulate the relationship between the TIKZN and the Successful Service Provider.

Until such time that an appropriate service level agreement has been concluded between TIKZN and successful Service Provider, no rights shall be conferred, nor shall any legitimate expectations be conferred to the successful Service Provider to carry out the works or services provided for in this call for proposals.

## **11. INTELLECTUAL PROPERTY RIGHTS**

Copyright, patent rights and other similar rights in any works or products created as a result of the performance of this tender and its assignments shall vest in and are hereby transferred to TIKZN, unless specifically agreed otherwise, in the form of individual written Agreement signed by both parties.

For this purpose, only, all works created in terms of this tender and the assignments thereof shall be deemed to have been created under the control and direction of TIKZN. All information documents,

records and books provided by TIKZN to any service provider in connection with the proposal or otherwise are strictly private and confidential. Any proposer to any third party shall not disclose them, except with the express consent of TIKZN, which shall be granted in writing prior to such disclosure. TIKZN however reserves the right to disclose any information provided by any service provider to any of the members of TIKZN.

## **12. TERMINATION OF CONTRACT**

TIKZN reserves the right to terminate the award of any tender to any party if there are reasonable grounds for considering that there is non-performance by the contractor in terms of the contract. TIKZN also reserves the right to curtail the scope of any tender awarded or to curtail any aspect of any tender. In the event of any such cancellation or curtailment, the tenderer shall have no claim or recourse against TIKZN, of whatsoever nature, save the recoupment of the tenderer's actual and reasonable costs already expended on the project.

## **13. SUBMISSION OF PROPOSALS**

The sealed envelope must be placed in the tender box at the Reception of the ***Trade & Investment House, 1 Arundel Close, Kingsmead Office Park, Durban by no later Friday, 28<sup>th</sup> September 2018*** Any proposal not in the tender box at the time of the proposal closing, such a proposal will be regarded as a late proposal. Late proposal will not be considered. No proposal received by telegram, telex, e-mail, facsimile or similar medium will be considered. Bids may be addressed to the following:

**The Procurement Officer  
Trade & Investment House  
1 Arundel Close  
Kingsmead Office Park  
Durban  
4000**



**LIST OF OPTIONAL OR MANDATORY ANNEXURES**

<b>ANNEXURES</b>	<b>ANNEXURE DESCRIPTION</b>	<b>OPTIONAL OR MANDATORY</b>
ANNEXURE A	INVITATION TO BID DOCUMENTATION FORM (SBD1)	MANDATORY
ANNEXURE B	DECLARATION OF INTEREST FORM (SBD 4)	MANDATORY
ANNEXURE C	PREFERENTIAL POINTS CLAIM FORM (SBD 6.1)	OPTIONAL
ANNEXURE E	PRICING SCHEDULE FOR PROFESSIONAL SERVICES FORM (SBD 3.1)	MANDATORY
ANNEXURE F	CONTRACT FORM – PURCHASE OF GOODS/WORKS	MANDATORY
ANNEXURE G	CERTIFICATE OF INDEPENDANT BID DETERMINATION FORM (SBD 9)	MANDATORY
ANNEXURE H	AUTHORITY TO SIGN A BID FORM	MANDATORY
ANNEXURE I	DECLARATION OF BIDDERS PAST SUPPLY CHAIN MANAGEMENT PRACTICES (SBD 8)	MANDATORY
ANNEXURE J	GENERAL CONDITIONS AND SPECIAL CONDITIONS AS PER Standard Professional Services Contract (July 2009) 3 <sup>RD</sup> edition published by the Construction Industry Development Board. "Special Conditions of Contract"	MANDATORY

**INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE TRADE &amp; INVESTMENT KWAZULU-NATAL</b>					
BID NUMBER:		CLOSING DATE:		CLOSING TIME:	
DESCRIPTION					
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT <i>Trade &amp; Investment House, 1 Arundel Close, Kingsmead Office Park, Durban</i></b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW ]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	

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, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

**2. TAX COMPLIANCE REQUIREMENTS**

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:.....

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

DATE: .....

## ANNEXURE B: DECLARATION OF INTEREST FORM (SBD 4)

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

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

To give effect to the above, the following questionnaire must be completed and submitted with the bid.

1. Full Name of bidder or his or her representative: .....
2. Identity Number: .....
3. Position occupied in the Company (director, trustee, shareholder member): .....
4. Registration number of company, enterprise, close corporation, partnership agreement or trust: .....
5. Tax Reference Number: .....
6. Vat Registration Number: .....
7. The names of all directors/trustees/shareholders/members, their individual identity numbers, tax reference numbers and, if applicable, employee/PERSAL numbers must be indicated in the paragraph below.  
"State" means —
  - a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
  - b) any municipality or municipal entity;
  - c) provincial legislature;
  - d) national Assembly or the national Council of Entity's; or
  - e) Parliament."Shareholder means" – a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.
8. Are you or any person connected with the bidder presently employed by the state? **YES/NO**  
If so, furnish the following particulars:
  - a) Name of person / director / trustee/shareholder/ member: .....
  - b) Name of state institution to which the person is connected: .....
  - c) Position occupied in the state institution: .....
  - d) Any other particulars:.....

9. If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES/NO**  
 If yes, did you attach proof of such authority to the bid document? **YES/NO**  
*(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid)*

if no, furnish reasons for non-submissions of such proof: .....

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

If so, furnish particulars: .....

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

If so, furnish particulars: .....

12. Are you, or any person connected with the bidder, aware of any relationship, family, friend, other)

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

between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES/NO**

If so, furnish particulars: .....

13. Do you or any of the directors /trustees /shareholders/members of the company have any interest in any other related companies whether or not they are bidding for this contract?

**YES/NO**

If so, furnish details of directors /trustees /members /shareholders:

**DECLARATION**

I, THE UNDERSIGNED CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
 Name of Bidder

.....  
 Signature of Bidder

.....  
 Position

.....  
 Date

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

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

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

### 1. GENERAL CONDITIONS

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

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

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

b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

### 2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;



**5. BID DECLARATION**

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

**6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1**

6.1 B-BBEE Status Level of Contributor: . = .....(maximum of 10 or 20 points)

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

**7. SUB-CONTRACTING**

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

*(Tick applicable box)*

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

7.1.1 If yes, indicate:

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

*(Tick applicable box)*

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

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

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

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

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company



(Pty) Limited

[TICK APPLICABLE BOX]

DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.5 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

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

WITNESSES	
1.	.....
2.	.....

..... SIGNATURE(S) OF BIDDERS(S)	
DATE:	.....
ADDRESS	..... .....

## ANNEXURE E PRICING SCHEDULE (Professional Services)

NAME OF BIDDER: ..... BID NO.: .....

CLOSING TIME 11:00 ..... CLOSING DATE.....

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)		
1.	The accompanying information must be used for the formulation of proposals.			
	2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.	R.....		
	3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)			
4.	PERSON AND POSITION	HOURLY RATE	DAILY RATE	
	.....	R.....		
	.....	R.....		
	.....	R.....		
	.....	R.....		
	.....	R.....		
5.	PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT			
	.....	R.....		..... days
	.....	R.....		..... days
	.....	R.....		..... days
	.....	R.....		..... days
5.1	Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.			
	DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
	.....	.....	.....	R.....
	.....	.....	.....	R.....
	.....	.....	.....	R.....
	.....	.....	.....	R.....
		TOTAL: R.....		

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

5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

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

- 6. Period required for commencement with project after acceptance of bid .....  
.....
- 7. Estimated man-days for completion of project .....  
.....
- 8. Are the rates quoted firm for the full period of contract? \*YES/NO
- 9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index. ....  
.....  
.....  
.....

\*[DELETE IF NOT APPLICABLE]

---

Any enquiries regarding bidding procedures may be directed to the –

TRADE & INVESTMENT KWAZULU-NATAL  
 TRADE & INVESTMENT HOUSE  
 1 ARUNDEL CLOSE  
 KINGSMEAD OFFICE PARK  
 DURBAN

Tel: 031- 368 9600

Or for technical information –

(MATTHEW CANHAM)

Tel: SAME AS ABOVE

**ANNEXURE F SBD 7.1**

**CONTRACT FORM - PURCHASE OF GOODS/WORKS**

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

**PART 1 (TO BE FILLED IN BY THE BIDDER)**

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

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

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

**SBD 7.1**

**CONTRACT FORM - PURCHASE OF GOODS/WORKS**

**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

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

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

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

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1. ....

2. ....

**ANNEXURE G: CERTIFICATE OF INDEPENDENT BID DETERMINATION FORM (SBD 9)**

1. This Standard Bidding Document (SBD) must form part of all bids invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a per se prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a) Disregard the bid of any bidder if that bidder or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b) Cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
4. This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
  - a) To give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:
    - Includes price quotations, advertised competitive bids, limited bids and proposals.
    - Bid rigging (or collusive bidding) occurs when businesses that would otherwise be expected to compete secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and/or services through a bidding process.
    - Bid rigging is, therefore, an agreement between competitors not to compete.

I, the undersigned, in submitting the accompany bid (Bid number and Description): .....

In response to the invitation for the bid made by Trade and Investment KwaZulu-Natal, do hereby make the following statements that certify to be true and complete in every respect. I certify, on behalf (Name of Bidder): .....

that:

1. I have read, and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - a) has been requested to submit a bid in response to this bid invitation;
  - b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium' will not be construed as collusive bidding.

7. Without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- a) prices;
  - b) geographical area where product or service will be rendered (market allocation);
  - c) methods, factors or formulas used to calculate prices;
  - d) the intention or decision to submit or not to submit, a bid;
  - e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 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.*
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

**ANNEXURE H: AUTHORITY TO SIGN A BID FORM**

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

**AUTHORITY BY BOARD OF DIRECTORS** by resolution passed by the Board of Directors on .....20....

Mr./Mrs. .... (whose signature appears below) has been duly authorized to sign all documents in connection with this bid on behalf of (Name of Company): .....

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

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

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

**WITNESSES:**

1. ....
2. ....

2. If a Bidder is a sole proprietor (One-Person Business) the person who signs the bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the sole proprietor must be submitted with this bid, that is before the closing time and date of the bid in the following format:

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

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

**WITNESSES:**

1. ....
2. ....



3. If a Bidder is a partnership, the following particulars in respect of every partner must be furnished and signed by every partner:

Name of Partner	Residential Address	Signature

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

.....  
**SIGNATURE**

.....  
**DATE**

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

By resolution of members at a meeting on .....20.....at.....Mr/Ms....., whose signature appears below, has been authorized to sign all documents in connection with this bid on behalf of (Name of Close Corporation).....

SIGNED ON BEHALF OF CLOSE CORPORATION: .....

(PRINT NAME) IN HIS/HER CAPACITY AS.....

DATE: .....

**SIGNATURE OF SIGNATORY:**

**WITNESSES:**

1. ....

2. ....

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

By resolution of members at a meeting on..... 20..... at.....Mr/Ms  
.....whose  
signature appears below, has been authorized to sign all documents in connection with this bid  
on                      behalf                      of                      (Name                      of  
cooperative): .....

SIGNATURE OF AUTHORISED REPRESENTATIVE/SIGNATORY: .....

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

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

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

**WITNESSES:**

1. ....

2. ....

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

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

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

Mr/Mrs, .....

Mr/Mrs.....

Mr/Mr.....and

Mr/Mrs.....

(whose signatures appear below) have been duly authorized to sign all documents in connection with this bid on behalf of: (Name of Joint Venture): .....

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

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

**SIGNATURE:** ..... **DATE:** .....

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

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

**SIGNATURE:** ..... **DATE:** .....

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

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

**SIGNATURE:** ..... **DATE:** .....

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

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

By \_\_\_\_\_ resolution/agreement \_\_\_\_\_ passed/reached \_\_\_\_\_ by \_\_\_\_\_ the \_\_\_\_\_ consortium:  
on: .....20..... Mr/Mrs.....  
(whose signature appear below) have been duly authorized to sign all documents in connection  
with this bid on behalf of: .....(Name of Consortium)

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

**SIGNATURE:** ..... **DATE:** .....

**ANNEXURE I: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (SBD 8)**

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

Item	Question	Yes	No
4.1.	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website ( <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> ) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1.	If so, furnish particulars:		
4.2.	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website ( <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> ) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1.	If so, furnish particulars:		
4.3.	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1.	If so, furnish particulars:		
4.4.	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1.	If so, furnish particulars:		

**CERTIFICATION**

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

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

## **ANNEXURE J:**

### **1. CONDITIONS OF CONTRACT**

#### **PART 1: GENERAL CONDITIONS OF CONTRACT**

This Contract will be based on the Standard Professional Services Contract (July 2009) 3<sup>RD</sup> edition published by the Construction Industry Development Board.

It is agreed that the only variations from the Standard Professional Services Contract (July 2009) are those set out hereafter under "Special Conditions of Contract".

#### **PART 2: SPECIAL CONDITIONS OF CONTRACT**

##### **General**

These Special Conditions of Contract (SCC) form an integral part of the Contract. The Special Conditions of Contract shall amplify, modify or supersede, as the case maybe, the "Standard Professional Services Contract – 3rd Edition July 2009, CIDB Document 1015" to the extent specified below, and shall take precedence and shall govern.

The clauses of the Special Conditions of Contract hereafter are numbered SCC followed in each case by the number of the applicable Clause or Sub-Clauses in the Standard Professional Services Contract, and the applicable heading.

The underlining of a clause denotes the inclusion of an additional/new Sub-Clause for which no equivalent appears in Standard Professional Services Contract (July 2009).

The Contra Preferentum rule whereby ambiguities are interpreted against the party drafting a document shall not apply in the interpretation of this agreement.

##### **Confidentiality**

Neither party may release any confidential information about the other's affairs to third parties without the other parties written consent.

For the purposes of this clause, the expression "confidential information" of a party shall mean all information relating to the party and any of its customers and clients which-

- (a) is available to the party and any of its customers and clients;
- (b) which is not available to the general public on request; and
- (c) is not in the public domain and has not come into the public domain as a result of the receiving party's actions and includes, but is not restricted to technical details, techniques, know-how, marketing, methods of operation, financial structures, costs and source of materials, pricing and purchasing policies, names of customers and potential customers (including potential customers who the party has not yet contacted, but intends contacting for the purposes of doing business) and their products.

The above undertaking shall not apply to any information that is required to be disclosed by law or any government or governmental body, authority or agency having authority over a party or which is

disclosed to its legal and other advisers in order to advise the disclosing party in relation to its rights, obligations and exposure under this Agreement;

The terms of this Agreement shall be deemed to apply also to the employees or agents or legally associated entities of the receiving party who shall require their said servants or agents or legally associated entities to observe the foregoing obligations.

### **Sole agreement**

The Contract including the Annexures thereto, together with the tender issued by the Employer and the Service Provider's response thereto, including any clarifications, constitutes the sole agreement between the Parties for the performance of the Services and any representation not contained therein shall not be of any force or effect. No amendments will be of any force or effect unless reduced to writing and signed by both Parties.

### **Indemnification**

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

The Service Provider hereby indemnifies the Employer and undertakes to hold it harmless against all claims which may be made against the Employer, and against all losses, damages and costs (including costs on an attorney and own client scale) which the Employer may incur or suffer arising out of or in connection with any negligent act or omission on the part of the Service Provider, its agents, employees, officers or sub-contractors.

### **Illegal and impossible requirements**

The Service Provider shall notify the Employer immediately, on becoming aware that the Contract requires him to undertake anything which is illegal or impossible and must refrain from taking any action which is illegal.

**This clause shall not apply to the Contract.**

### **Employer's Property in Possession of Service Provider**

The Employer's property supplied to a Service Provider for the execution of a contract remains the property of the Employer and shall at all times be available for inspection by the Employer or its representatives. Any such property in the possession of the Service Provider on the completion of the contract shall, at the Service Provider's expense, be returned to the Employer forthwith.

The Service Provider shall be responsible at all times for any loss or damages to the Employer's property in his possession and, if required, he shall furnish such security for the payment of any such loss or damages as the Employer may require.

## **Offering Of Commission or Gratuity**

If the Service Provider, or any person employed by him, is found to have either directly or indirectly offered, promised or given to any office bearer of the Employer or person in the employ of the Employer, any commission, gratuity, gift or other consideration, the Employer shall have the right, summarily and without recourse to law and without prejudice to any other legal remedy which it may have in regard to any loss or additional cost or expenses, to cancel the Contract without paying any compensation to the Service Provider.

## **The Employer may terminate the Contract:**

- (a) where the Services are no longer required;
- (b) where the funding for the Services is no longer available;
- (c) if the Service Provider does not remedy a failure in the performance of his obligations under the Contract within thirty (30) Days after having been notified thereof, or within any further period as the Employer may have subsequently approved in writing;
- (d) if the Service Provider becomes insolvent or liquidated;
- (e) if as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) Days; or
- (f) summarily if the Service Provider has contravened the provisions of clauses 6.4 or 8.4.6.

Should the Service Provider have applied for preferences based on broad-based black economic empowerment in the submission of his bid, and it is found at a later stage that these applications were incorrect or made under false pretences, the Employer may, at its own right:-

- (a) Recover from the Service Provider all costs, losses or damages incurred or sustained by the Employer as a result of the award of the Contract; and / or
- (b) Cancel the contract and claim any damages which the Employer may suffer by having to make less favourable arrangements after such cancellation.

## **Exclusion from bidding**

Without prejudice on any other legal remedies, the Employer may impose restrictions on a Service Provider in terms of which bids to the Employer will not be accepted for such period as determined by the Employer. This information may be passed to other provinces or State organisations in the Republic of South Africa. These restrictions may be imposed in terms of the breach of any of the requirements to be met in terms of the accepted bid or contract. The Employer may also make a restriction on a bidder from another province or State institution applicable to this Employer.

Copyright of all documents prepared by the Service Provider in accordance with the relevant provisions of the Copyright Act (Act 98 of 1978) relating to Project shall be vested in Employer. The Service Provider shall however not be liable in any way for the use of any of the information other than as originally intended for the Project.

## **Resolution of Disputes**

### **Settlement**

The Parties shall negotiate in good faith with a view to settling any dispute or claim arising out of or relating to the Contract and may not initiate any further proceedings until either Party has, by written notice to the other, declared that such negotiations have failed.



Any dispute or claim arising out of or relating to the Contract which cannot be settled between the Parties shall in the first instance be referred by the Parties to either mediation or adjudication as provided for in the Contract Data.

### **Arbitration**

If any dispute arises out of or in connection with the Contract, its termination or cancellation, or the subject matter thereof, including claims in delict or for rectification of Contract, the dispute shall be referred for determination by an arbitrator agreed on by the parties or, failing AGREEMENT within 7 (seven) days nominated by the President for the time being of the Natal Law Society or its successor.

The arbitration shall –

- (a) be held at TIKZN Offices;
- (b) be conducted with English as the language of record;
- (c) follow the procedure laid down in the Rule for the Conduct of Arbitrations published by the South African Association of Arbitrators, current at the date the arbitrator is nominated.

The arbitrator shall have full and unrestricted powers in relation to the arbitration. In particular, but without limitation, the arbitrator may make such awards, whether interim, provisional or final as he may consider appropriate, including without limitation ex parte awards, declaratory orders, interdicts and awards for specific performance, restitution, damages, interest and security for costs or restitution.

The arbitrator shall give written reasons for his award, if so required by either party and such award shall be final and binding.

It is recorded that the parties intend that the substantially successful party should be awarded a full indemnity for all the costs reasonably incurred by that party including attorney and own client costs, as agreed or assessed by the Natal Law Society or its successor.

The Service Provider shall be entitled to render interim accounts for fees and reimbursements throughout the duration of the Contract. Interim amounts of lump sum fees due shall be based on the achievement of deliverables contained in the scope of work.

All invoices submitted by the Service Provider must be Tax Invoices indicating services rendered, the amount of tax charged and the total invoice amount.