



DISABILITY ECONOMIC EMPOWERMENT TRUST

INVITATION FOR SUBMISSION OF EXPRESSION OF INTEREST FROM PROFESSIONAL SERVICE PROVIDERS FOR INCLUSION IN THE EXPANDED DEET PANEL OF PROFESSIONAL DATABASE IN THE EASTERN CAPE PROVINCE

**YOU ARE HEREBY INVITED TO BID FOR THE REQUIREMENTS OF DISABILITY ECONOMIC
EMPOWERMENT TRUST**

BID NUMBER: DEET/PSP/01/2026-27

CLOSING DATE: 04 AUGUST 2026

CLOSING TIME: 12:00

BID VALIDITY PERIOD: 120 DAYS

BRIEFING SESSION: NONE

**DESCRIPTION: INVITATION FOR SUBMISSION OF EXPRESSION OF
INTEREST FROM PROFESSIONAL SERVICE
PROVIDERS FOR INCLUSION IN THE EXPANDED DEET
PANEL OF PROFESSIONAL DATABASE IN THE
EASTERN CAPE PROVINCE**

**BID SUBMISSION REQUIREMENTS: 1 X ENVELOPE.
MUST BE SUBMITTED IN ONE ORIGINAL
HARDCOPY & 1 X USB COPIES**

**TECHNICAL PROPOSAL- (1 ORIGINAL HARDCOPY & 1 x
USB COPY)
(NB: IT IS A REQUIREMENT TO SUBMIT DOCUMENT AS REQUESTED)**

**BID DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT: 20 SUFFOLK ROAD,
BEREA, EAST LONDON.**

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CONDITIONS FOR COMPLETING BID DOCUMENTS

Document	Comments	Compliance	Submitted ? (Yes / No)
SBD 1 (Invitation to bid)	Make sure it is completed & signed	Compulsory	
SBD 2 (Tax Status)	TAX STATUS – TCS PIN/CSD Report with valid tax status	Other returnable	
SBD 4 (Declaration of interest)	Make sure it is completed & signed	Compulsory	
SBD 6.1 (Preference Points in terms of PPPFA of 2017)	Make sure it is completed and points claimed are allocated as per BBBEE certificate	Compulsory	
Central Supplier Database (CSD) Summary Report	Proof of CSD registration	Other returnable	
Copy of Company Registration Documents	1. certificate of registration, 2. change of name certificate (if applicable) register of directors, and most current registered business address (Company Registration: CM1 and CK1, Change of Name Certificate:CM9, Latest Registered address: CM22, Most current register of directors CM29 and CK2)	Other returnable	
Vat Registration Certificate	If applicable	Other returnable	
SANAS or CIPC BBBEE Certificate or Valid Sworn Affidavit NB: A Consolidated BBBEE certificate accredited by SANAS for JV/ consortiums must be submitted with the bid.	SANAS/CIPC BBBEE certificate or valid sworn affidavit be submitted to claim BBBEE points JV/Consortiums to submit consolidated BBBEE SANAS accredited certificate to claim BBBEE points	Other returnable	
Company Profile	Include the structure of the company (organogram)	Part of Functionality	
Certified copies of Share Certificates	For all current shareholders if applicable	Other returnable	
Certified copies of identity documents	For all current shareholders / members	Other returnable	

IF ANY OF THE ABOVE-MENTIONED CONDITIONS ARE NOT MET AND/OR ANY OF THE REQUESTED COMPULSORY DOCUMENTS ARE NOT SUBMITTED AS PRESCRIBED, THE BID EVALUATION COMMITTEE WILL DISQUALIFY THE BID

1. Bid Documents must be completed with ink (Blue or black) and not typed. No tippex is allowed. All changes must be scratched out and a signature appended next to each change.
2. All certified documents must be within the current six (6) months. Copies of previously certified documents will not be accepted.
3. Bid documents must be secured together preferably bound or contained in a lever arch file as Disability Economic Empowerment Trust will not take any responsibility for any loss of documents as a result of not being properly secured upon submission.

PART A

PART A

INVITATION TO SUBMIT EXPRESSION OF INTEREST

YOU ARE HEREBY INVITED TO RFQ FOR REQUIREMENTS OF THE DEPARTMENT OF EDUCATION					
RFQ NUMBER:	RFQ NO: DEET/PSP/01/2026-27	CLOSING DATE:	04 August 2026	CLOSING TIME:	12H00PM
DESCRIPTION	INVITATION FOR SUBMISSION OF EXPRESSION OF INTEREST FROM PROFESSIONAL SERVICE PROVIDERS FOR INCLUSION IN THE EXPANDED DEET PANEL OF PROFESSIONAL DATABASE IN THE EASTERN CAPE PROVINCE				
RFQ RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE TENDER BOX SITUATED AT (STREET ADDRESS)					
DISABILITY ECONOMIC EMPOWERMENT TRUST					
20 Suffolk Street					
Berea					
East London					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms Unathi Nhele		CONTACT PERSON	Mr. Qhawe Nkasana	
TELEPHONE NUMBER	043 722 7333		TELEPHONE NUMBER	043 722 7333	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	scm@ecdeet.co.za		E-MAIL ADDRESS	qs@ecdeet.co.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. RFQ 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 RFQ DOCUMENT.
1.3.	THIS RFQ IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 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 RFQ INVALID.

SIGNATURE OF THE BIDDER:

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

DATE:

A.1.1. CONDITIONS OF BIDDING

1 Proprietary Information

- 1.1 The DEET considers this tender and all related information, either written or verbal, which is provided to the respondent, to be proprietary to DEET. It shall be kept confidential by the respondent and its officers, employees, agents, and representatives. The respondent shall not disclose, publish, or advertise this specification or related information to any third party without the prior written consent of DEET.

2 Enquiries

- 2.1 All communication and attempts to solicit information of any kind relative to this tender should be in writing and channeled to: Email address: scm@ecdeet.co.za.
- 2.2 Please note that the last date for request for information pertaining to this tender will be on the 28 July 2026.
- 2.3 **Bidders may not contact any other DEET employee besides contact person mentioned on Paragraph 2.1 above on any matter pertaining to the bid from the time when bid is advertised to the time the bid is awarded. Any effort by a bidder to influence bid evaluation, bid comparisons or bid award decisions in any manner, may result in rejection of the bid concerned.**
- 2.4 All the documentation submitted in response to this tender must be in English.
- 2.5 The Bidder should check the numbers of the pages to satisfy themselves that none are missing or duplicated. No liability will be accepted by DEET in regard to anything arising from the fact that pages are missing or duplicated.

3 Validity Period

- 3.1 Responses to this tender received from suppliers will be valid for a period of **120 days** counted from the closing date of the tender.

4 Submission of Tenders

Tenders should be submitted in a sealed envelope endorsed, **(TENDER REF NUMBER: DEET/PSP/01/2026-27 PANEL)**. The sealed envelopes must be placed in the tender box at 20 Suffolk Road, Berea, East London by no later than **12h00 on 04 August 2026**

- 4.1 The closing date, company name and the return address must also be endorsed on the envelope. If a courier service company is being used for delivery of the bid document, the bid description must be endorsed on the delivery note/courier packaging to ensure that documents are delivered into the BID BOX.
- 4.2 No bid received by telegram, telex, email, facsimile, or similar medium will be considered. Where a tender document is not in the tender box at the time of the bid closing, such a bid document will be regarded as a late bid. Late bids will not be considered.

- 4.3 The bidder is responsible for all the cost that they shall incur related to the preparation and submission of the bid document.
- 4.4 Kindly note that **DEET** is entitled to amend any bid conditions, validity period, specifications, or extend the closing date of bids before the closing date. All bidders, to whom the bid documents have been issued, will be advised in writing of such amendments in good time.
- 4.5. On the basis of the above the bidder will be required to provide clarity with justifiable reasons why they have quoted prices below acceptable market prices, such as bulk buying discounts, relationship with its manufactures/ suppliers, required material available from the previous project or has a material warehouse, willing to forfeit profit on this project with the aim to grow the business presence/ brand etc.
- 4.6. DEET also reserves the right to award this bid to a purely empowerment company or may award this bid on conditions that a joint venture with an empowerment company is formed.
- 4.7. DEET also reserves the right to award this bid as a whole or in part without furnishing reasons.
- 4.8. DEET reserves the right to, amongst other things, conduct unscheduled or scheduled site visit/s to satisfy itself, as to the validity of the information provided on this bid documents.
- 4.9. Requests for quotations will be issued to panel members using a fair and transparent method (e.g., rotation and/or category-by-category selection based on geographic area of execution, capacity/availability, and prior performance that is documented contract performance assessments completed in accordance with approved supplier performance management procedures), in accordance with the approved SCM policy. Being on the panel does not guarantee receipt of work.” All project allocations will be undertaken through a competitive quotation process among suitably qualified panel members. Rotation may be used only as a method of identifying suppliers to be invited to participate and shall not constitute an award methodology.
- 4.10. All Conditions in the CIDB Standard Professional Services Contract (July 2019 – With Ammendment) will apply, however Special Conditions of Contract (SCC) as outlined herein will supersede other conditions.
- 4.11. NB: All reference to DEET on this bid document includes its subsidiaries who are affected by the deliverable of this bid document
- 4.12. The General Condition of contract are part of this tender document and will be incorporated as an annexure and those will be bidding to the bidder whether they are returned and submitted with the bid response or not and will remain bidding to the bidder whether initialed or not.
- 4.13. None of this bid conditions are to be changed by the bidder unless agreed in writing and approved by DEET.

SBD 2

A.1.2 TAX CLEARANCE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

Tax Compliance Requirements

- 1) Bidders Must Ensure Compliance with Their Tax Obligations.
- 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.
- 3) Application for Tax Compliance Status (TCS) Pin May Be Made Via E-Filing Through the SARS Website www.sars.gov.za.
- 4) Bidders May Also Submit a Printed TCS Together with The Bid.
- 5) In Bids Where Consortia / Joint Ventures / Sub-Contractors Are Involved, Each Party Must Submit a Separate TCS / Pin / CSD Number.
- 6) Where No TCS Pin Is Available bidder must submit their CSD Number or CSD report with compliant tax status. Bidders to ensure are pre-registered on central supplier database (CSD) before submitting the bid.
- 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.”

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 consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 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

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

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

1. GENERAL CONDITIONS

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

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

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

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

- (a) Price; and
- (b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this are allocated as follows:

	POINTS (80/20)
PRICE	80
SPECIFIC GOALS	20

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right) \quad \text{or} \quad Ps = 90 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

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

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such. Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Historically Disadvantaged Individuals	3	6		
People with Disabilities	2	4		
Promotion of Youth	2	4		
Women Participation	2	4		
Enterprises located in the Eastern Cape Province	1	2		

Source Documents to be submitted with the EOI

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:



PART A2: TERMS OF REFERENCE

THE ESTABLISHMENT OF A PANEL OF PROFESSIONAL SERVICE PROVIDERS (PSPs) FOR THE BUILT ENVIRONMENT FOR DEET GROUP

1. INTRODUCTION

The Disability Economic Empowerment Trust (DEET), As an Implementing Agent for the Infrastructure component of the Department of Education in the Eastern Cape Province, DEET is initiating a process to expand on the already established Panel of Professional Service Providers (PSPs). Depending on the project's scope and needs, PSPs will consist of professionals in various fields. In some cases, a single professional may be required, while in others, a full team covering multiple disciplines may be necessary.

DEET invites registered multi-disciplinary professional consulting firms to submit Expression of Interest for the provision of multi-disciplinary services for infrastructure project design and implementation. This includes all engineering disciplines within the built environment, project management, architecture, land surveying, town and regional planning, environmental management, construction regulation agents, and clerks of works.

2. GOAL AND OBJECTIVES OF THE SERVICE PROVIDER APPOINTMENT

DEET herewith aims to expand the established Panel of Professional Service Providers that will form PSPs that may be utilized on an ad-hoc basis. **Qualifying PSPs will be added to the DEET Panel of Professional Service Providers for the remainder of the existing panel of PSP database ending on 06 March 2028. The panel expansion shall not extend the original approved panel validity period and shall expire on 06 March 2028 in accordance with the original panel approval.**

The Resource Teams will consist of some or all the following professions – depending on the specific needs of DEET or Client at the time of any appointment.

This invitation to submit EOI is open to all companies with registered professionals for built environment within the following professional disciplines:

- ❖ Construction Project Managers
- ❖ Architectural Services
- ❖ Quantity Surveyors
- ❖ Engineering professionals (Civil, Structural, Electrical, Mechanical)
- ❖ Town and Regional Planners (Zoning & Land Use Management)
- ❖ Construction Regulation Agents (Construction Health and Safety Agents, Environmental Specialists Agents, etc)
- ❖ Clerks of Works

3. PURPOSE OF THE PANEL OF PSPs

PROFESSIONAL SERVICE PROVIDERS

DEET herewith aims to expand the established Panel of Professional Service Providers that will form PSPs that may be utilized on an ad-hoc basis. **Qualifying PSPs will be added to the DEET Panel of Professional Service Providers for the remainder of the existing panel of PSP database ending on 06 March 2028.** This is necessary for DEET to fulfil its mandate as an Implementing Agent for the Department of Education in the Eastern Cape Province.

Preferred service providers will be required to enter into an agreement with DEET and/or its subsidiary companies, under the terms and conditions related to engineering and construction contracts.

DEET reserves the right to amend the agreement before finalization and will not be liable for any damages incurred by bidders due to such amendments. Interested service providers are invited to submit bids in accordance with the conditions outlined in this document.

Please note that enrollment on the panel does not guarantee that a service provider will be awarded work. Requests for pricing will be issued to a group of pre-qualified providers, with a 3 to 14-day response period for submission of quotations or pricing. Contracts will be awarded to the successful provider following this process.

The service provider will deliver comprehensive services, including but not limited to assessments, designs, planning, data collection, and identifying limitations. This will involve investigating development options, addressing mechanical, electrical, and civil works requirements, producing concept designs, compiling reports, obtaining necessary approvals from the responsible authorities (e.g. Local Authority), and coordinating with DEET's internal project managers.

Once enrolled on the panel and awarded a project, the service provider must have sufficient resource capacity to manage the investigation, design, and execution of the entire project.

Services shall align with the relevant sections of Government Gazettes pertaining to the various professional councils within the built environment (the Guideline Professional Fees Scope of Services and Tariff of Fees for registered persons). In the event of any conflict between the Specific Requirements and the Guideline Scope of Services, the Specific Requirements shall take precedence.

4. GUIDELINE SCOPE OF SERVICES

4.1 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.
- Clause (9) does not normally apply to civil and structural services or on building projects, where a quantity surveyor provides these services, except as far as the interpretation of cost figures concerning the engineer's scope of works.
- 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.

4.2 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 copy and on USB Memory Stick).

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 Service Provider shall evaluate all valid tenders received and shall prepare a tender evaluation report (which shall include a recommendation) for consideration by the Employer's Bid Evaluation Committee (BEC). The Service Provider shall present his evaluation to the BEC, respond to any queries the committee may rise, and follow up on any issues requiring the Service Provider's attention/action.

Once approved by the Employer, 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 Clause 3.3.2.
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 (only in PDF) 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.

Additional Notes

- i. The provision of a level of construction monitoring services shall be determined by the nature of works to be executed.
- ii. Additional services pertaining to all stages of the project where applicable.
- iii. Act as Employer's Agent in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and the Construction Regulations, 2003.
- iv. Provision of an independent Environmental Control Officer (ECO) to ensure compliance with the Environmental Management Plan (EMP) and Environmental Impact Assessment Authorization (EIA), as described in the Scope of Work.
- v. Geotechnical and site investigation services.
- vi. Provision of Engineering Management Services by the Principal Agent.
- vii. Acting as the Principal Agent of the Client.
- viii. Provision for an Environmental Control Officer to ensure compliance with the Environmental Management Plan as described in the scope of work.
- ix. Where Applicable conduct additional geotechnical and site investigation services. As part of the Township Establishment process, geotechnical studies would be conducted and submitted.
- x. Work and services related to targeted procurement that could entail incorporation of targeted procurement goals, measuring key participation indicators, expanded public works programmes etc.
- xi. The Project Manager will act as the Principal Agent
- xii. Co-operate with the Top Structure Project Team.
- xiii. Direct all instructions and communications via the Project Engineer/PMU.
- xiv. Co-operate fully with all members of the Technical Team.
- xv. Provide to members of the Technical Team all design management services information, especially the Project Manager.
- xvi. Adhere to client's advice and apply only accepted norms relating to design of labour- intensive construction works.
- xvii. Ensure that there is proper and clear liaison between all the project stakeholders.

- xviii. Compile monthly reports that will be shared with the various stakeholders.

Construction monitoring is a vitally important part of this project, requiring the full -time input of an experienced individual (the Engineer's Representative/Resident Engineer) on site. For this reason, it is specified that construction monitoring service (as per the Guideline Scope of Services document referred to above), must be provided by the Service Provider. The Service Provider's rate for construction monitoring shall include all overtime costs in this regard. The Service Provider is required to identify the Engineer's Representative at the time of tender and will require the Employers approval to replace such individual, which shall not be given unless it can be shown that the replacement has the same, or better, level of qualification and experience.

The Service Provider will also be required to act as the Employer's agent in terms of the Occupational Health and Safety Act. Therefore, in submitting a tender for this professional services contract, the Service Provider shall be deemed to have acknowledged acceptance of the appointment as the client's agent in terms of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) and the Construction Regulations, 2003, should the Employer accept the tender. The Service Provider shall, as such, execute all the duties of the client as contemplated in the Construction Regulations. As safety and security is a vital component of the project, the Service Provider shall employ the services of a full-time safety specialist for construction monitoring purposes in order to execute the abovementioned duties, the cost thereof must be included in the fee tendered for this aspect of the project.

The Service Provider's attention is also drawn to the responsibilities of a structure in terms of the Construction Regulations and shall comply with all requirements in this regard. The Service Provider shall, apart from conducting his own activities in compliance with the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and Construction Regulations, 2003, ensure that any Sub-Service Providers/sub-contractors employed by the Service Provider also comply with the requirements of the Act and Regulations. The Service Provider shall enter into an agreement with the Employer in this regard before the commencement.

5. REPORTING REQUIREMENTS

Aside from the reports required in terms of the brief above (e.g., the Planning, Studies, Investigations and Assessments Reports; Conceptual Planning Report; Tender Evaluation Report; Contract Progress Reports and Project Close-Out Report), the Service Provider may be required to prepare, or contribute to, ad hoc reports on specific aspects of the project.

Furthermore, the Service Provider shall submit monthly cost reports to the Employer showing expenditure in respect of both the Service Provider's appointment together with the anticipated expenditure to the end of the financial year in question.

Once construction is underway, the Service Provider shall submit monthly cost reports to the Employer showing expenditure in respect of both the Service providers appointment and the construction contract together with the anticipated spend to the end of the financial year in question. Monitoring and reporting on Enterprise Development with respect to local labour employed and other required social-economic indicators must also form part of the monthly reported construction stats. Construction progress reports shall be submitted monthly to the Employer in the agreed format.

Quality assurance reports shall be submitted monthly to the employer as work progresses. A report may be submitted at the end of each section of the works or at the end of each month as agreed with the employer. Three copies of quality reports shall be submitted.

All reports shall be submitted within the time frames agreed to by the Employer.

6. APPROVALS

The Service Provider shall be responsible for obtaining all project required approvals including but not limited to the following approvals:

- Approval of the implementation programme from the Employer,
- Approval of the conceptual and preliminary plans from the Employer,
- Approval of the building plans, drawings, and contract document from the Employer,
- Wayleave approval from all service authorities,
- Approval of the construction and architectural monitoring proposals from the Employer,
- In respect of time-based services, approval of the allocation of staff from the Employer.
- Approval for the employment of specialist sub-consultants from the Employer.
- Approval of relevant statutory authorities (e.g. Local Authorities, SOEs, Department of Public Works - DPWI, Department of Education - DOE, Telkom, Eskom, SARS, and Customs, etc).
- Approval of the Principal Consultant and Engineers Representative from the Employer,
- Approval of building plans from the relevant Authority.

Notwithstanding any approval received from the Employer, the Service Provider shall remain responsible for all work carried out by the Service Provider and its sub-consultants and sub-contractors in terms of this contract.

7. TIME FRAMES / MILESTONES

The duration of the project from inception to close out shall be determined once works and needs have been identified and shall be communicated accordingly to the service provider.

8. REFERENCE DATA

On appointment, the successful Service Provider shall be provided with all reports and studies previously conducted.

9. FORMAT OF COMMUNICATION

All requests for formal approval from the Employer, or any other body, shall be submitted in writing in hardcopy format. Interim payment claims shall be submitted in the same format, accompanied by an original tax invoice. Ad-hoc communication between the Employer and the Service Provider may be conducted as hardcopy or in electronic format (e-mail).

All plans and contract documents submitted for approval shall be in hardcopy format.

10. PROJECT MEETINGS

Other than attendance at at-least monthly site meetings once the construction contracts are let, there are requirements for a monthly PRT progress update meeting in respect of this project. The Service Provider shall however convene management meetings on an ad-hoc basis as and when necessary, and when called upon to do so by the Employer. The Service Provider shall be represented at these meetings by at-least the Project Leader and all project team personnel whose CV's have been submitted with this tender.

11. CLAIMS FOR PAYMENT

The Service Provider may submit claims for payment (invoices) as the work in terms of this contract progresses, but not more frequently than at monthly intervals. All interim claims must be accompanied by an original tax invoice. Payment will be effected within 7 **working** days after the department of education has paid.

12. EMPLOYER'S RIGHT TO RECOVER COSTS

The Employer reserves the right to recover, by way of a deduction from any amount due to the Service Provider, any additional cost which the Employer incurs arising out of non-performance/negligence of the Service Provider, subject to the limitations of liability as per the conditions of contract.

13. REQUIREMENTS TO OBSERVE STATUTES, LAWS, AND STANDARDS

All services will need to be designed and integrated into the Local Authority's infrastructure. The proposed water services will be designed according to the design guidelines from Local Authority and the Guidelines for Human Settlement Planning and Design, Red Book. Any proposed sewer services will be designed according to the design guidelines from the Local Authority and the Guidelines for Human Settlement Planning and Design, Red Book.

The proposed design guidelines and standards for the roads shall be based on the specific design guidelines as issued from time to time by Local Authority alternatively the Guidelines for Human Settlement Planning and Design, Red Book where required and as approved by the Local Authority. Any works relating to K-routes (e.g., intersections) will fall within the jurisdiction area of Gauteng Department of Public Transport, Roads & Works DPTR&W. The proposed design guidelines and standards will be based on the specific design guidelines as issued from time to time by DPWI and DOE.

Stormwater shall be designed on the specific design guidelines as issued from time to time by the Local Authority or alternatively the Guidelines for Human Settlement Planning and Design, Red Book where required and as approved by the Local Authority. The proposed electrical services will be designed according to National Building Regulations (SANS 10400) as well as in accordance with all subsequent relevant electrical standards.

Notwithstanding the guidelines recommended in clause above, The Service Provider shall in the provision of the services observe all relevant statutes, by-laws and associated regulations, standards of professional conduct and industry norms established in relevant national or international standards, standards recommended by professional associations or Disability Economic Empowerment Trust policies, methods, or procedures

The Service Provider shall exercise due care, skill, diligence, and economy in the provision of services. The Service Provider shall also advise the Client if any of the proposed/recommended guidelines be improved.

14. COMPULSORY BRIEFING

There is **NO BRIEFING MEETING** for this tender.

15. SUCCESSFUL PANELIST

The DEET reserves the right to appoint:

- a) Multiple service providers for various segments of the work, or
- b) Appoint the service provider that have most capacity to meet the needs of the specific projects, or
- c) Not any service provider at all.

16. EVALUATION METHODOLOGY

Bids will be evaluated as per evaluation process as stated below. All bidders need to comply with all requirements in order to be considered.

The procedure for the evaluation of responsive RFPs will be as

follows: - 1st on Administrative Compliance

2nd on Mandatory Requirements

3rd on Functionality

4th on Objective Criteria (to assess the bidder's financial capability using bidder's annual audited financial statement to perform financial analysis ratio model)

1st Stage - ADMIN COMPLIANCE

Admin compliance will cover all the requirement as per bid document which include review of completion of all document's submission of all compulsory required information and adherence to the tender invitation including attendance to compulsory briefing session

17. KEY PROFESSIONAL SERVICES/DISCIPLINE AND AREA OF SPECIALISATION

Respondents must clearly stipulate which professional services they specialise in and the areas they would like to be considered for:

No.	Professional Discipline	Bidder's Area of Specialization	Bidder's choice of discipline to be considered for on this panel
1.	Project Manager		
2.	Architect		
3.	Quantity Surveyor		
4.	Civil Engineer		
5.	Structural Engineer		
6.	Electrical Engineer		
7.	Mechanical Engineer		
8.	Fire Engineer		
9.	Resident Engineer		
10.	Environmental Control Officer/Specialist Agent		
11.	Clerks of Works		
12.	Town & Regional Planning		
13.	Geo- Technical Engineer/Specialists		
14.	Occupational Health and Safety Agent		

NB: If the Bidder's choice of discipline to be considered for on this panel, is not indicated or chosen by the bidder the bid will be considered non-responsive and will not be evaluated further.

18. MANDATORY REQUIREMENTS

18.1 PROFESSIONAL INDEMNITY INSURANCE

The tenderer must hold 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 Rand. Where the fee value exceeds to a minimum of twice the value of the fees in respect of every claim during the period of insurance. Proof of insurance or confirmation from a reputable Insurance Broker that the Tenderer is eligible for the prescribed professional indemnity insurance cover should he/she be awarded the contract must be submitted with the tenderer. DEET holds the right to verify the legitimacy & validity of the insurer before accepting the indemnity & should DEET reject the insurer the bidder will be given time to rectify that before award & contracting and should the bidder fail to remedy as per DEET request, bidder will be disqualified.

18.2 KEY PERSONNEL RELEVANT ACCREDITED PROFESSIONAL BODIES

The following method of professional body acceptance shall be used for prequalifying professionals:
NB: Key personnel will be assessed in line with the professional services/specialization/ or discipline as chosen or selected by the bidder as indicated under section 17 table.

NO.	PROFESSIONAL BODY	REGULATORY BODY	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
1	Project Manager	SACPCMP		
2	Architect	SACAP		
3	Quantity Surveyor	SACQSP		
4	Civil Engineer	ECSA		
5	Structural Engineer	ECSA		
6	Electrical Engineer	ECSA		
7	Mechanical Engineer	ECSA		
8	Fire Engineer	ECSA		
9	Resident Engineer	N/A		
10	Environmental Control Officer/Specialist Agent	SACNASP		
11	Clerks of Works	N/A		
12	Town & Regional Planning	SACPLAN		
13	Geo- Technical Engineer/Specialists	ECSA		
3	Occupational Health and Safety Agent	SACPCMP		

NB: Where any of the above professionals are not in possession of professional registration as per the above regulatory bodies, **the bidder will proceed further and will not be disqualified**. For clerks of works, proof of qualifications (NQF Level 6 or above) for any of the built environment professions will be responsive. The bidder will however be considered only for those professionals who have submitted proof of professional registration. This will be in line with the bidder's chosen discipline.

A Detailed Organogram including names of all key resources and the roles they shall play must be submitted or the bidder shall not be allowed to proceed further and be disqualified.

19. FUNCTIONALITY

The following Functionality points will apply during the evaluation and as such, the Bidder must please refer to it in compiling their submission:

For "Functionality" Items which will be considered under "Functionality" include:

- Qualifications;
- Professional registration;
- Experience of staff within infrastructure works;
- Track record and experience in professional works by the company/individuals;
- Methodology and Proposal (as defined in criteria 2);
- Functionality will be scored out of 100 points with a qualifier requirement (non-value) for professional registration.

In order for a bid to be considered at this stage, the bidder must be able to demonstrate the capabilities in the industry and will be scored according to the following criteria:

FUNCTIONALITY / QUALITY CRITERIA		Max Points	Point Scored
DESCRIPTION	TYPE OF EVIDENCE REQUIRED		
<p>1. EXPERIENCE OF THE BIDDING ENTITY</p> <p>Company profile and experience in infrastructure development design and supervision:</p> <ul style="list-style-type: none"> • Less than 1 years' experience = 0 points • 1 to 5 years' experience = 10 points • More than 5 to 10 years' experience = 15 points • More than 10 years' experience = 20 points 	<ul style="list-style-type: none"> ➤ Company profile with credentials submitted with a list of relevant projects indicating the project commencement and completion date. 	20	
<p>2. METHODOLOGY & PROPOSAL</p> <p>Demonstrate methodology of project implementation; quality and completeness of the proposal submitted.</p> <ul style="list-style-type: none"> ➤ Demonstrate methodology of project implementation of the proposal submitted. This should cover: <ul style="list-style-type: none"> • Initiating process (2 points) • Planning process (2 points) • Executing process (2 points) • Monitoring and controlling process (2 points) • Closing process (2 points) ➤ Quality Assurance System – bidder is SANS 9000 or ISO 9001 accreditation = 10 points 	<ul style="list-style-type: none"> ➤ Comprehensive proposal submitted addressing all the requirements as per tender scope. ➤ Detailed Methodology with full demonstration of technical capacity & capability to strictly deliver any project within the stipulated timeframe. ➤ Bidder to provide SANS accreditation in terms of their manuals and processes. 	20	
<p>3. PROOF OF SIMILAR WORK EXPERIENCE OF THE BIDDING</p>	<ul style="list-style-type: none"> ➤ Reference letters on client letterhead signed by an authorized person & dated 	15	

FUNCTIONALITY / QUALITY CRITERIA		Max Points	Point Scored
DESCRIPTION	TYPE OF EVIDENCE REQUIRED		
<p>ENTITY</p> <p>Provide documented evidence of previous work done within the infrastructure development discipline similar to the tender scope.</p> <ul style="list-style-type: none"> • Reference letters will be allocated maximum of 15 points, of which 3 points will be allocated for each valid reference letter 	<p>with contactable details, summary of completed relevant project/projects and the value of works of similar nature to the scope of this tender.</p> <ul style="list-style-type: none"> ➤ NB: DEET reserve the right to verify the letters & any misrepresentation shall disqualify the bidder (verification will be done for shortlisted bidders who passed stage2) 		
<p>4. KEY PERSONNEL – RELEVANT EXPERIENCE; QUALIFICATION & PROFESSIONAL REGISTRATION</p> <p>(Key personnel in relation to the discipline categories chosen)</p> <p>Years of experience as per key personnel listed above – (max of 15 points): -</p> <ul style="list-style-type: none"> ▪ More than 10 years = 15 points per person ▪ More than 5 to 10 years= 10 point per person ▪ 3 - 5 years = 5 points per person ▪ Less than 3 years = 0 points <p>NB: Number of years for experience must be post the professional registration as indicated</p> <p>QUALIFICATIONS as per key personnel listed above – (max of 30 points): -</p>	<ul style="list-style-type: none"> ➤ Attach CVs including number of years; professional qualifications of all personnel involved. ➤ Bidders Team as per chosen discipline categories – Organogram with relevant professional titles and names of assigned individuals. ➤ Attach Professional body accreditation for all engineering spheres (NB: CV will be disqualified if staff not accredited with a professional body). 	45	

FUNCTIONALITY / QUALITY CRITERIA		Max Points	Point Scored
DESCRIPTION	TYPE OF EVIDENCE REQUIRED		
<ul style="list-style-type: none"> • Bachelor's degree/ B.Tech = (3 points) • National Diploma = (2 points) • No qualification = 0 point 			
TOTAL SCORE		100 POINTS	
MINIMUM SCORE REQUIRED		60 POINTS	

PLEASE NOTE: The minimum threshold points for functionality is 60 points out of 100 and any bidder scoring less than 60 points will not be considered for further evaluation.

NB: Bidder to address and respond to all areas of the evaluation criteria.

20. PROCESS POST SUCCESSFUL SELECTION OF PRE-APPROVED BIDDERS

- a) DEET herewith aims to expand the established Panel of Professional Service Providers that will form PSPs that may be utilized on an ad-hoc basis. **Qualifying PSPs will be added to the DEET Panel of Professional Service Providers for the remainder of the existing panel of PSP database ending on 06 March 2028.** Once appointed, each service provider will be on the panel to be contracted when a need arises from the DEET for any particular built environment project. This means that having pre-qualified for and being appointed to the panel and signing a framework agreement, does not automatically guarantee that any member of the panel will be awarded any work by the DEET during the term of this contract. Members of the panel will be allowed to bid on each project identified by the DEET in accordance with the terms of reference that will be issued out on the RFQ process
- b) All bidders who achieved the minimum total point scored on functionality of 60 points.
- c) Bidders will be invited via a Request for Quotation (RFQ) process per terms of reference for each specific project to provide the DEET with a detailed costed price proposal as will be outlined in the RFQ in line with scope of work specific to each project and as per professional discipline they qualified for;
- d) RFQ Proposal will be evaluated based on BBBEE & Price in accordance with the preference point system of either 80/20 or 90/10 in accordance with the approved Treasury regulation at the time of the RFQ invitation been send out bearing in mind the panel will be appointed for a period of three (3) years
- e) The Preference Point System And B-BBEE Status Level Certification Requirements as Per the Preferential Procurement Policy Framework Act, 2000 (Act No.5 Of 2000), Including Preferential Procurement Regulations, 2017 currently applicable.
- f) RFQs will be issued as per terms and conditions including scope of work requirement which will be in line with the DEET SCM Policy and processes including any ruling treasury regulation applicable at the time issue. The process will also ensure compliance to any CIDB regulation and including any changes that might occur during the duration of the appointed panel.
- g) DEET reserves the right to request the service provider to provider the assurance of financial capability to executive the work at the time of the RFQ that the DEET will deem fit to execute the work.

PART E

E1: UNDERTAKINGS BY BIDDER IN RESPECT OF THIS BID

1. Definitions:

- 1.1 “The Board” means the accounting authority of Disability Economic Empowerment Trust appointed in terms of the Trust Deed;
- 1.2 “Chief Executive Officer” [“CEO”] means the CEO of Disability Economic Empowerment Trust or her/his duly authorised representative as appointed by the Board;
- 1.3 “Contract” shall include any schedule, drawings, patterns, samples attached any agreement entered into and all other Schedule hereto;
- 1.4 “Contractor(s)” means Bidder whose bid has been accepted by Disability Economic Empowerment Trust;
- 1.5 “Cost of materials” means the cost of components, parts or materials which are intended for the production, manufacturing or assembling of the goods bid for and which are not produced, manufactured or assembled in the factory where the production, manufacture or assembly of such goods occurs, including freight, landing costs, port charges, import duties and other import costs of such components, parts or materials and all costs in connection with the handling and transport thereof prior to delivery at that factory;
- 1.6 “Final delivery certificate” means the document issued by Disability Economic Empowerment Trust confirming that all the known defects have been rectified and that the works, goods, or services appear in good order and have been accepted;
- 1.7 “Letter of acceptance” means the written communication by Disability Economic Empowerment Trust to the Contractor recording the acceptance by Disability Economic Empowerment Trust of Contractor’s bid subject to the further terms and conditions to be itemized in the contract;
- 1.8 “Local contents” means the portion of the bid price of local goods not constituting the cost of materials imported into the Republic;
- 1.9 “Local goods” means goods wholly or partly produced or manufactured or assembled in the Republic
- 1.10 “DEET” shall mean Disability Economic Empowerment Trust;
- 1.11 “Order(s)” means an official letter issued by DEET calling for the supply of goods pursuant to a contract or bid;
- 1.12 “Signature date” and in relation to any contract, means the date of the letter of acceptance;
- 1.13 “Bid” means an offer to supply goods/services to DEET at a price;
- 1.14 “Bidder” means any person or body corporate offering to supply goods to DEET;
- 1.15 “Termination date” in relation to any Contractor means the date of the final delivery certificate;
- 1.16 “Value added” means that portion of the bid price not constituting the cost of materials;
- 1.17 “Warranties” means collectively any, and all warranties listed and otherwise (if any) given by the Bidder in term of this agreement.

2. Interpretation

2.1 In his agreement clause headings are for convenience and shall not be used in its interpretation and, unless the context clearly indicate a contrary intention:-

2.2 An expression which denotes

- any gender includes the other gender;
- a natural person included an artificial or juristic person and vice versa;
- the singular includes the plural and vice versa;

2.3 Any reference to any statute, regulation or other legislation or official policy shall be a reference to that statute, regulation or other legislation or national policy as at the signature date, and as amended or re-enacted from time to time;

2.4 When any number of days is prescribed, such shall be reckoned inclusively of the first and inclusively of the last day, unless the last day falls on a day which is not a business day, in which case the last day shall be the next succeeding day which is a business day;

2.5 Where any term is defined within a particular clause, other than the interpretation clause, that term shall bear the meaning ascribed to it in that clause wherever it is used in this agreement.

3. I/we hereby bid:

3.1 to supply all or any of the supplies and/or to render all or any of the goods described in the attached documents to DEET;

3.2 on the terms and conditions and in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of incorporated into, this bid);

3.3 at the prices and on the terms regarding time for delivery and/or execution inserted therein.

4. I/we agree further that:

4.1 the offer herein shall remain binding upon me/us and open for acceptance by DEET during the validity indicated and calculated from the closing time of the bid;

4.2 this bid and its acceptance shall be subject to the terms and additions contained in the Schedules hereto with which I am/we are fully acquainted;

5. notwithstanding anything to the contrary:

5.1 if/we withdraw my/our bid within the period for which I/we have agreed that the bid shall remain open for acceptance or fail to fulfil the contract when called upon to do so, DEET may, without prejudice to its other rights, agree to the withdrawal of my/our bid or cancel the contract that may have been entered into between me/us and DEET.

5.2 in such event, I/we shall then pay to DEET any additional expense incurred by DEET for having either to accept any less favorable bid or, If fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favorable bid;

5.3 DEET shall also have the right in these circumstances, to recover such additional expenditure by set-off against monies which may be due or become due to me/us under this or any other bid or

contract or against any guarantee or deposit that may have furnished by me/us or on my/our behalf for the due fulfillment of this or any other bid or contract;

6. Pending the ascertainment of the amount of such additional expenditure DEET may retain such monies, guarantee or deposit as security for any loss DEET may sustain, as determined hereunder, by reason of my/our default;
- 6.1 any legal proceedings arising from this bid may in all respects be launched or instituted against me/us and I/we hereby undertake to satisfy fully any sentence or judgement which may be obtained against me/us as a result of such legal proceedings, and I/we undertake to pay DEET legal costs on an attorney and own client basis;
- 6.2 if my/our bid is accepted that acceptance may be communicated to me/us by letter or facsimile ad that proof of delivery of such acceptance to SA Post Office Ltd shall be treated as delivery to me/us;
- 6.3 the law of the Republic of South Africa shall govern the contract created by the acceptance of this bid;
7. I/we have satisfied myself/ourselves as to the correctness and validity of this bid, that the price(s) and rate(s) quoted cover all the work/item(s) specified in the bid documents and that the price(s) and rate(s) over all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations shall be at my/our risk;
8. I/we accept full responsibility for the proper execution and fulfillment of all obligation and conditions defaulting on me/us under this agreement as the principal(s) liable for the due fulfillment of this contract.
9. Notwithstanding full responsibility for the proper execution and fulfillment of all obligations and conditions defaulting on me/us under this agreement as the principal(s) liable for the due fulfillment of this contract.
10. Notwithstanding the amount of cause of action involved I hereby consent to the jurisdiction of the Magistrate Court for the district of Johannesburg in respect of any action whatever arising from this contract.
11. I/we declare that I/we participation/no participation in the submission of any other offer for the supplies/services described in the attached documents. If your answer here is

Bidder's Information

Name of firm (company)

Postal Address

Physical Address

Contact Person

Telephone

Fax Number

Types of business

Principal business

Activities

12. The bidder hereby offers to render all or any of the services described in the attached documents to DEET on the terms and conditions and in accordance with the specifications stipulated in these tender documents (and which shall be taken as part of, and incorporated into, this proposal at the prices inserted therein).
13. Bids submitted by companies must be signed by a person or persons duly authorised thereto by a resolution of a Board of Directors, a copy of which Resolution, duly certified be submitted with the bid.
14. The bidder hereby agrees that the offer herein shall remain binding upon him/her and receptive for acceptance by DEET during the validity period indicated and calculated from the closing hour and date of the tender; this proposal and its acceptance shall be subject to the terms and conditions contained in this tender document.
15. The bidder furthermore confirm that he/she has satisfied himself/herself as to the correctness and validity of his/her tender response that the price(s) and rate(s) quoted cover all the work/item(s) specified in the tender response documents and that the price(s) and rate(s) cover all his/her obligations under a resulting contract and that he/she accept that any mistakes regarding price(s) and calculations will be at his/her risk.
16. The bidder hereby accepts full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on him/her under this agreement as the principal(s) liable for the due fulfilment of this contract.

(Annexure A – available on the DEET website – www.DEET.co.za)

GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT

July 2023

E2: GENERAL CONDITIONS OF

CONTRACT NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts, and orders; and
- (ii) To ensure that suppliers be familiar with regard to the rights and obligations of all parties involved in doing business with DEET.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid and contract documents.
- (iii) Special Condition of Contract pertaining to contracts of this nature will be negotiated with the successful bidder.

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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 "Contract" means the written agreement entered into between the client and the service provider, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference herein.
- 1.3 "Contract price" means the price payable to the service provider under the contract for the full and proper performance of his contractual obligations.
- 1.4 "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.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Day" means calendar day.
- 1.7 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.8 "Force majeure" means an event beyond the control of the service provider and not involving the service provider's fault or negligence and not foreseeable.

Such events may include, but is not restricted to, acts of the client in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.9 "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.
- 1.10 "GCC" means the General Conditions of Contract.
- 1.11 "Goods" means all of the equipment, machinery, service and/or other materials that the service provider is required to supply to the client under the contract.
- 1.12 "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 service provider or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.13 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.14 "Order" means an official written order issued for the rendering of a service.

- 1.15 “Project site,” where applicable, means the place indicated in bidding documents.
- 1.16 “The client” means the organization purchasing the service.
- 1.17 “Republic” means the Republic of South Africa.
- 1.18 “SCC” means the Special Conditions of Contract.
- 1.19 “Services” means those functional services ancillaries to the rendering of the service, 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 service provider covered under the contract.
- 1.20 “Written” or “in writing” means handwritten 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, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated 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, the client 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 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

- 4.1 The service rendered shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection

- 5.1 The service provider shall not, without the client’s prior written consent, contract disclose the contract, or any provision thereof, or any specification, documents plan, drawing, pattern, sample, or information furnished by or on and behalf of the client in connection therewith, to any person other information; than a person employed by the service 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 service provider shall not, without the client’s prior written consent, make use of any document or information mentioned in GCC clause except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC Clause shall remain the property of the client and shall be returned (all copies) to the client on completion of the service provider's performance under the contract if so required by the client.

5.4 The service provider shall permit the client to inspect the service provider's records relating to the performance of the service provider and to have them audited by auditors appointed by the client, if so required by the client.

6. Patent rights

6.1 The service provider shall indemnify the client against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the service or any part thereof by the client.

7. Performance Security

7.1 Within thirty (30) days of receipt of the notification of contract award, security the successful bidder shall furnish to the client the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the client 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 the client 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 the client's country or abroad, acceptable to the client, in the form provided in the bidding documents or another form acceptable to the client; or

(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the client and returned to the service provider not later than thirty (30) days following the date of completion of the service provider's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Delivery and Documents

8.1 Rendering of service shall be made by the service provider in accordance with the document and terms as specified in the contract. The details of shipping and/or other documents to be furnished by the service provider are specified in SCC.

8.2 Documents to be submitted by the service provider are specified in SCC.

9. Insurance

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

10. Transportation

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

11. Incidental Service

- 11.1 The service provider may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the rendered service;
 - (b) furnishing of tools required for assembly and/or maintenance of the rendered service;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the rendered service;
 - (d) performance or supervision or maintenance and/or repair of the rendered service, for a period of time agreed by the parties, provided that this service shall not relieve the service provider of any warranty obligations under this contract; and
 - (e) training of the client's personnel, at the service provider's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the rendered service.
- 11.2 Prices charged by the service provider for incidental services, if not included in the contract price for the service, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the service provider for similar services.

12. Warranty

- 12.1 The service provider warrants that the service rendered 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 service provider further warrants that all service rendered under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the client's specifications) or from any act or omission of the service provider, that may develop under normal use of the rendered service in the conditions prevailing in the country of final destination.
- 12.2 This warranty shall remain valid for twelve (12) months after the service, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 12.3 The client shall promptly notify the service provider in writing of any claims arising under this warranty.
- 12.4 If the service provider, having been notified, fails to remedy the defect(s) within the period specified in SCC, the client may proceed to take such remedial action as may be necessary, at the service provider's risk and expense and without prejudice to any other rights which the client may have against the service provider under the contract.

13. Payment

- 13.1 The method and conditions of payment to be made to the service provider under this contract shall be specified in SCC.
- 13.2 The service provider shall furnish the client with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 13.3 Payments shall be made promptly by the client, but in no case later than thirty (30) days after submission of an invoice or claim by the service provider.

13.4 Payment will be made in South African Rand unless otherwise stipulated in SCC.

14. Prices

14.1 Prices charged by the service provider for services performed under the contract shall not vary from the prices quoted by the service provider in his bid, with the exception of any price adjustments authorized in SCC or in the client's request for bid validity extension, as the case may be.

15. Contract amendments

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

16. Assignment

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

17. Subcontracts

17.1 The service provider shall notify the client in writing of all subcontracts awarded under these contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the service provider from any liability or obligation under the contract.

18. Delays in the service provider's performance

18.1 Performance of services shall be made by the service provider in accordance with the time schedule prescribed by the client in the contract.

18.2 If at any time during performance of the contract, the service provider or its subcontractor(s) should encounter conditions impeding timely performance of services, the service provider shall promptly notify the client in writing of the fact of the delay, its likely duration, and its cause(s). As soon as practicable after receipt of the service provider's notice, the client shall evaluate the situation and may at his discretion extend the service 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.

18.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

18.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the service provider's point of supply is not situated at or near the place where the supplies are required, or the service provider's services are not readily available.

18.5 Except as provided under GCC Clause 25, a delay by the service provider in the performance of its delivery obligations shall render the service 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.

18.6 Upon any delay beyond the delivery period in the case of a supplies contract, the client shall, without cancelling the contract, be entitled to purchase service of a similar quality and up to the same quantity in substitution of the service not rendered in conformity with the contract and to return any service rendered later at the service provider's expense and risk, or to cancel the contract and buy such service as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the service provider.

19. Penalties

19.1 Subject to GCC Clause 25, if the service provider fails to perform services within the period(s) specified in the contract, the client 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 unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The client may also consider termination of the contract pursuant to GCC Clause 23.

20. Termination for default

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

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

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

20.3 Where the client terminates the contract in whole or in part, the client may decide to impose a restriction penalty on the service provider by prohibiting the service provider from doing business with the public sector for a period not exceeding 10 years.

20.4 If the client intends imposing a restriction on the service provider or any person associated with the service provider, the service provider will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the service provider fail to respond within the stipulated fourteen (14) days the client may regard the intended penalty as not objected against and may impose it on the service provider.

20.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

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

- (i) the name and address of the service provider and / or person restricted by the client;
- (ii) the date of commencement of the restriction; and
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

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

20.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the

public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

21. Force Majeure

- 21.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the Majeure the service provider shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 21.2 If a force majeure situation arises, the service provider shall promptly notify the client in writing of such condition and the cause thereof. Unless otherwise directed by the client in writing, the service 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.

22. Termination for insolvency

- 22.1 The client may at any time terminate the contract by giving written notice to the service provider if the service provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the service 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 client.

23. Settlement of Disputes

- 23.1 If any dispute or difference of any kind whatsoever arises between the client and the service 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.
- 23.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the client or the service 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.
- 23.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 23.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 23.5 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 client shall pay the service provider any monies due the service provider.

24. Limitation of liability

- 24.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
 - (a) the service provider shall not be liable to the client, 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 service provider to pay penalties and/or damages to the client; and
 - (b) the aggregate liability of the service provider to the client, 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

25. Governing language

- 25.1 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

26. Applicable law

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

27. Notices

- 27.1 Every written acceptance of a bid shall be posted to the service 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 services of such notice
- 27.2 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.

28. Taxes and duties

- 28.1 A foreign the service provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the client's country.
- 28.2 A local the service provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted service to the client.
- 29. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.National Industrial Participation (NIP) Programme
- 29.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

30. BIDDERS' INFORMATION / CONTACT DETAILS (THIS BELOW SECTION MUST BE COMPLETED IN FULL AND SIGNED)

NAME OF YOUR COMPANY (IN BLOCK LETTERS)

SIGNATURE(S) OF THE BIDDER OR ASSIGNEE(S)

DATE:

NAME OF PERSON SIGNING (IN BLOCK LETTERS)

CAPACITY

ARE YOU DULY AUTHORISED TO SIGN THIS BID?

COMPANY REGISTRATION NUMBER

VAT REGISTRATION NUMBER

POSTAL ADDRESS (IN BLOCK LETTERS)

PHYSICAL ADDRESS (IN BLOCK LETTERS)

CONTACT PERSON

TELEPHONE NUMBER _____ FAX NUMBER _____

CELLPHONE NUMBER

E-MAIL

TYPES OF BUSINESS

PRINCIPAL BUSINESS ACTIVITIES
