LIMPOPO
PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF
AGRICULTURE AND RURAL DEVELOPMENT

TENDER NO ACDP 26/11
TENDER DOCUMENT
FOR
THE APPOINTMENT OF PROFESSIONAL SERVICE PROVIDERS FOR THE DESIGN AND CONSTRUCTION MONITORING OF A NEW PACKHOUSE AT TATS GREENERY IN THE WATERBERG DISTRICT MUNICIPALITY OF THE LIMPOPO PROVINCE

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

PREPARED FOR:

LIMPOPO PROVINCIAL GOVERNMENT
DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT

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

PREPARED BY

LIMPOPO PROVINCIAL GOVERNMENT
DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT

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

CLOSING DATE: 01 DECEMBER 2026 TIME 11:00 AM

BRIEFING MEETING: 17 NOVEMBER 2026 TIME 10:00 AM

VENUE: TATS GREENERY (PTY) LTD: MODIMOLLE MOKGOOPONG, PORTION 11 OF FARM RIETPOORT 396

ACDP 26/11: THE APPOINTMENT OF PROFESSIONAL SERVICE PROVIDERS FOR THE DESIGN AND CONSTRUCTION MONITORING OF A NEW PACKHOUSE AT TATS GREENERY IN THE WATERBERG DISTRICT MUNICIPALITY OF THE LIMPOPO PROVINCE

TENDERER'S DETAILS

NAME OF TENDERER ……..

……..

……..

PHYSICAL ADDRESS ……..

……..

……..

POSTAL ADDRESS ……..

……..

……..

CONTACT PERSON (NAME)……

(SURNAME)……

(PHONE No)……..……

(CELL No)……..……

(FAX No)…….....
(E-MAIL)……

PART A
INVITATION TO BID

SBD 1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE AGRICULTURE AND RURAL DEVELOPMENT					
BID NUMBER:	**ACDP: 26/11**	**CLOSING DATE: 01 December 2026**		CLOSING TIME:	**11H00**
DESCRIPTION	THE APPOINTMENT OF PROFESSIONAL SERVICE PROVIDERS FOR THE DESIGN AND CONSTRUCTION MONITORING OF A NEW PACKHOUSE AT TATS GREENERY IN THE WATERBERG DISTRICT MUNICIPALITY OF THE LIMPOPO PROVINCE				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*					
67/69 BICCARD STREET DEPARTMENT					
DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT					
POLOKWANE					
0699					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**KUMALO L**	CONTACT PERSON	**MABASA NG**
TELEPHONE NUMBER	**015 294 3361**	TELEPHONE NUMBER	**081 047 6039**
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	**KumaloL@agric.limpopo.gov.za**	E-MAIL ADDRESS	**MabasaNG@agric.limpopo.gov.za**

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ No	

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

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

PART B
TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER: ……

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

DATE: ……...

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: ……BID NO.: … **ACDP: 26/11**

CLOSING TIME **: 11h00** CLOSING DATE…**: 01 December 2026**

OFFER TO BE VALID FOR …**240**……DAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
	1. The accompanying information must be used for the formulation of proposals.	
	2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.	R……..……..
	3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)	
	4. PERSON AND POSITION	HOURLY RATE / DAILY RATE
	LEAD ENGINEER (CIVIL OR AGRICULTURAL OR MECHANICAL) ----------	R---------- / ----------
	-Electrical Engineering----------	R---------- / ----------
	-Geotechnical Engineering----------	R---------- / ----------
	-Architectural Services----------	R---------- / ----------
	-Land/ Engineering Surveyor----------	R---------- / ----------
	----------	R---------- / ----------
	----------	R---------- / ----------
	5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT	
	----------	R---------- / ---------- days
	----------	R---------- / ---------- days
	----------	R---------- / ---------- days
	----------	R---------- / ---------- days
	----------	R---------- / ---------- days

5.1 Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
----------	…….	……..	R……..
----------	…….	……..	R……..
----------	…….	……..	R……..
----------	…….	……..	R……..

TOTAL: R……

Bid No.: ACDP: 26/11

Name of Bidder: ……

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

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

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

6. Period required for commencement with project after acceptance of bid ……

7. Estimated man-days for completion of project ……

8. Are the rates quoted firm for the full period of contract? *YES/NO

9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index. ……

……

……

……

*[DELETE IF NOT APPLICABLE]

Any enquiries regarding bidding procedures may be directed to the –

(INSERT NAME AND ADDRESS OF DEPARTMENT/ENTITY)

Limpopo Department of Agriculture and Rural Development
69/67 Biccard Street
Polokwane
0700

KUMALO L

Tel: **015 294 3361**

Or for technical information –

(INSERT NAME OF CONTACT PERSON)

MABASA NG

Cell: **081 047 6039**

SBD4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise, employed by the state?

YES/NO

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

Full Name	**Identity Number**	**Name of State institution**

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

YES/NO

2.2.1 If so, furnish particulars:

……

……

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES/NO

2.3.1 If so, furnish particulars:

……

……

3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

…… .....……

Signature Date

…… ……

Position Name of bidder

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

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

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

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1. GENERAL CONDITIONS

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

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

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

(*delete whichever is not applicable for this tender*).

a) The applicable preference point system for this tender is the 80/20 preference point system.

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

(a) Price; and

(b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	**100**

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

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is

adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 **or** **90/10**

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right) \text{ or } \quad Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

***Note to tenderers: The tenderer must indicate how they claim points for each preference point system.*)**

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Black People ownership>51%	8	
Women ownership>51%	4	
People with Disability ownership>51%	3	
Youth ownership>51%	5	

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:	.....
	.....
	.....
	.....

E. COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of Enterprise: . . . . . .

Section 2: VAT registration number, if any: . . . . . .

Section 3: CIDB registration number, if any: . . . . . .

Section 4: Particulars of Sole Proprietors and Partners in Partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of Companies and Close Corporations

Company registration number . . . . . .

Close Corporation number . . . . . .

Tax reference number . . . . . .

Section 6: Record in the service of the State

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

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

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

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

*insert separate page if necessary

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

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a Sole Proprietor, Partner

in a Partnership or Director, Manager, Principal Shareholder or Stakeholder in a Company or Close Corporation is currently or has been within the last 12 months been in the service of any of the following:

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

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

*insert separate page if necessary

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

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

Signed _____ Date .....

Name _____ Position .....

Enterprise Name .....

LIMPOPO
PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF
AGRICULTURE AND RURAL DEVELOPMENT

TERMS OF REFERENCE

FOR

ACDP 26/11: THE APPOINTMENT OF PROFESSIONAL SERVICE PROVIDERS FOR THE PLANNING, DESIGN AND MONITORING OF A NEW PACKHOUSE AT TATS GREENERY IN THE WATERBERG DISTRICT MUNICIPALITY OF THE LIMPOPO PROVINCE

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

1. PURPOSE

The purpose of this document is to appoint accredited engineering related consultants to render professional services at TATS Greenery, in accordance with the provisions of the Engineering Profession Act (Act No. 46 of 2000) and the Architectural Profession Act (Act No. 44 of 2000).

2. BACKGROUND

The Limpopo Department of Agriculture and Rural Development (LDARD) is committed to supporting emerging and commercial farmers through targeted agricultural infrastructure development initiatives. As part of this mandate, TATS Greenery has applied for farmer support and has been prioritized for infrastructure planning during the 2026/27 financial year.

The proposed project aims to enhance the agricultural operations of the beneficiary by constructing a Packhouse facility to support post-harvest handling and value-addition of produce. The beneficiary is engaged in the production of peppers, vegetables, and baby marrows, and the Packhouse will improve storage, grading, packaging, and market readiness of the produce. The beneficiary produces approximately:

- 245 tonnes of butternut per annum
- 259 tonnes of baby marrow per annum
- 15 tonnes of chillies per annum
- 154 tonnes of cabbage per annum
- 42 tonnes of lettuce per annum.

The lead engineer must have ownership in the company. To ensure comprehensive and compliant infrastructure development, in line with the Good Agricultural Practice (G.A.P), the project will require the appointment of qualified lead Professional Service Provider (PSPs) across one of the following disciplines:

- Agricultural engineering
- Civil / Structural Engineering
- Mechanical Engineering

These professionals will be responsible for leading and undertaking all necessary planning, design, documentation, and construction monitoring to support the successful implementation of the Packhouse project in line with applicable agricultural standards, infrastructure guidelines, and regulatory requirements with the support of other engineering disciplines.

The beneficiary and/or client intends constructing a new Packhouse. The packhouse building (±750m^2) must be one storey and designed to accommodate the produce listed above. It

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must also be inclusive of a cold storage, change rooms, ablutions, and administrative facilities.

The lead engineer is limited to costing for supporting personnel in the following categories as per SBD 3.3. The leading professionals will be responsible to appoint other multi-disciplinary consulting firm (if not available in house) to support the design and construction monitoring and administration of the project. The support disciplines must include the following:

- Electrical engineering
- Geotechnical engineering
- Architectural services
- Land/ Engineering surveyor.

3. PROJECT LOCATION

TATS Greenery is located at Modimolle-Mookgophong Local Municipality in the Waterberg District having GPS coordinates **24° 35' 57.50" S; 28° 1' 51.996" E**.

4. SCOPE OF WORKS

The following scope of work outlines the services to be rendered by the appointed Engineering Professional Service Providers (PSPs) in support of the construction of a Packhouse facility at TATS Greenery. Some of the works are inclusive but not limited to {These services are to be carried out in compliance with the Engineering Profession Act (Act No. 46 of 2000), Architectural Profession Act (Act No. 44 of 2000), and Quantity Surveying Profession Act (Act 49 of 2000)}:

4.1. Lead engineer responsibilities.

- Coordination of topographic and geotechnical assessments to inform structural design.
- Design of structural components including foundations, columns, beams, roof framing, etc. in compliance with SANS 10400.
- Plumbing and water supply system design, including wash areas and internal drainage.
- Design of stormwater management systems.
- Design of site access roads, parking, loading bays, and external works.
- Site investigations, surveys, tests, analyses, etc.
- Obtaining data, drawings, documents and any other information relevant to the project.
- The provision of an initial project cost estimate
- Way leaves, servitudes, and expropriations
- Provision of services and infrastructure (e.g., water, sewage, and electrical connections)
- Obtaining statutory approvals and licenses

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- Design of mechanical ventilation and cooling systems for the Packhouse
- Fire protection layout plan.
- Mechanical layout planning for handling equipment such as conveyors or pallet jacks.
- Consult other specialists that assist in the optimization of the mechanical components
- Conceptual design and spatial planning of the Packhouse layout, including receiving, sorting, washing, packing, and storage zones.
- Preparation of Bills of Quantities (BoQs), pricing schedules, and other tender-related cost documentation.

4.2. Architectural Services

- Preparation of detailed architectural drawings (floor plans, elevations, sections, and site layout).
- Submission of plans to municipal authorities and coordination for approval.
- Specification of materials and finishes in compliance with SANS 10400 and other applicable standards.

4.3. Electrical Engineering Services

- Electrical layout design for general lighting and power distribution.
- Load analysis and design for Packhouse equipment power needs.
- Design of distribution boards and protection systems.
- Specification of security systems including lighting, CCTV, and data points if applicable.
- Construction monitoring and quality assurance of electrical components.

5. THE RESPONSIBILITIES OF THE APPOINTED CONSULTANT

The responsibilities of the appointed consultant shall include, but not be limited to:

- All obligations as per ECSA stages 1 - 6.
  The services to be performed in terms of this professional services agreement shall be as described in the applicable version of the Engineering Council of SA (ECSA) Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Professions Act 46 of 2000.
    - The applicable version of the ECSA Guideline shall be the version applicable five (5) days prior to the date on which tender closes. As stated in the Guideline, where the Guideline is amended and a new version published in the Government Gazette during the currency of this professional services agreement, then the old version(s) of the Guideline shall apply to the stage or stages which were commenced prior to publication of the new Guideline and the new version(s) shall apply to all subsequent stages.

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- The scope of the consulting engineering services to be performed by the consulting engineer in terms of this agreement includes the Normal Services for Stages 1 to 4 as defined and described in the ECSA Guideline.

- All obligations as per SACAP stages 1 - 6.
- All obligations as per SACQSP stages 1 - 6.

6. PRICING OF QUOTATION

- The Department will determine an estimated project budget for the proposed development. Professional Service Providers (PSPs) shall submit a fixed lump-sum fee for the full scope of services. The quoted fee shall remain fixed for the duration of the contract and shall represent the maximum amount claimable, regardless of any variation in the final development or construction cost, unless otherwise approved through a formal contract variation in accordance with the contract conditions.
- If there is a substantial scope change, an additional order may be requested as prescribed in the CIDB Standard Professional Services Contract (July 2009), Clause 3.8; Variations.
- The Department will determine the time-related cost component by identifying the required categories of personnel and estimating the number of hours required for each resource category. Tenderers may provide discounted hourly rates for the proposed personnel. Remuneration will be based on the actual hours worked and approved by the Department, at the tendered hourly rates, provided that the total payments shall not exceed the maximum contract value awarded.

7. RESOURCES (EQUIPMENT AND HUMAN)

All technical works must be done by one of the qualified professionals with applicable experience post registration where needed as follows:

LEAD ENGINEER	EXPERIENCE	NUMBER OF YEARS
Agricultural engineer	Experience in Food processing projects	5
Civil/Structural Engineer	Experience in Civil and Structural Engineering works	5
Civil/Structural Engineering technologist	Experience in Civil and Structural Engineering works	8
Civil/Structural Engineering technician	Experience in Civil and Structural Engineering works	10
Mechanical Engineer	Experience in Packhouse machinery and refrigeration design	5
Mechanical Engineering technologist	Experience in Packhouse machinery and refrigeration design	8

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Mechanical Engineering technician	Experience in Packhouse machinery and refrigeration design	10

The lead engineer must in his/her costing cater for other support personnel which he/she deems necessary in the execution of the works e.g. draughtsperson, quantity surveyor etc. Specialized professional services (e.g. food specialist) not catered for in the tender will be approved via a variation by the Department. The lead engineer is limited to costing for supporting personnel in the following categories.

SUPPORT DISCIPLINES	EXPERIENCE	NUMBER OF YEARS
Electrical engineering personnel	Experience in industrial building electrical works	5
Architectural personnel	Experience in industrial architectural works	5
Geotechnical services	Experience in geotechnical Engineering works	5
Geomatics (Land/ Engineering surveyor) professionals	Experience in geomatics works	5

- The Professional Service Provider's team shall have the necessary professional knowledge, skills, and experience to undertake the assignment as set out in the Evaluation Criteria. Tenderers must, in their submissions, prove their experience in rendering the services of types of similar projects as listed under the Scope of Works (Item 4). The Department reserves the right to verify the qualifications (If need arise) that are submitted by the bidder and if there is any invalidity, the bid will be disqualified. Any invalidity post award of the bid will be regarded as a breach of contract thus the bid will be terminated.
- Bidders must provide certified copies of original identification documents, qualifications **(NOT MORE THAN 6 MONTHS OLD)** and curriculum vitae of the key personnel who will be performing the works.
- If the Department is not satisfied with the service provided by the service provider, the Department reserves the right to terminate their contract for the breach of contract and if there is any remuneration provided to the service provider for the unsatisfactory works, the Department can claim it from the service provider.

7. BID EVALUATION CRITERIA

Criteria	Requirements
Evaluation criteria	The bid will be evaluated on an 80/20-point system.

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Pre-compliance criteria	The Service Provider must submit all documents as outlined below.
Functionality Bidders	The minimum score required for functionality is **70 points** to qualify for further evaluation
Preferential points for specific goals	Bidders will be allocated preferential points for specific goals as per F3.11.3 c and SBD 6.1

The evaluation process entails the following:

a. Phase 1: Pre-Compliance evaluation

i. During this phase, bid responses are registered to ascertain the number of bid responses received before the closing date and time.

ii. The following key information of bidders will be verified on the CSD in line with Public Finance Management Act and regulatory requirements to qualify for further evaluation processes:

a) Business registration including details of directorship and membership
b) In the service of the state status
c) Tax compliance status
d) Identity number(s)
e) Tender defaulting and restriction status, and
f) Any additional and supplementary verification information communicated by National Treasury.

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

7.1 REQUIRED DOCUMENTS:

Documents that must be submitted	Non-submission will result in Disqualification	Requirement
Invitation to Bid – SBD 1	**YES**	Must be fully complete and sign the supplied pro forma document.
Compulsory Enterprise Questionnaire	**YES**	Must be fully completed, signed by the authorized person/s in case of joint ventures and submitted with the bid by the closing date and time. **In case of J/V bidders must complete separate forms should be completed.**

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Pricing Schedule – SBD 3.3	**YES**	Must be fully completed and signed on the supplied pro forma document
Ownership	**YES**	The lead engineer must have ownership in the company. Attach proof such as CK Documents.
ECSA Registration for Consulting Engineers	**YES**	Bidder must submit CVs along with the registration certificates of all required engineering personnel. **Non-submission will lead to disqualification.**
SACAP Registration for the Architect	**YES**	Bidder must submit CVs along with the registration certificates of all required architectural personnel. **Non-submission will lead to disqualification.**
SAGC Registration for the Geomatics personnel.	**YES**	Bidder must submit CVs along with the registration certificates of all required geomatics personnel. **Non-submission will lead to disqualification.**
Bidders Disclosure – SBD 4	**YES**	Complete and sign the supplied pro forma document. **(Must declare if they have interests in other Companies. Refer to Paragraph 2.3). In case of J/V, all partners must complete separate SBD 4**
Preference Point Claim Form – SBD 6.1	**YES**	Non-Returnable of the supplied pro forma document will lead to Disqualification. **Non-claiming of points on this form will lead to zero (0) even if supporting documentation is attached**
Professional Indemnity and Public Liability Insurance	**YES**	Professional indemnity and public liability insurance cover is to be provided and maintained by the consulting engineer. The consulting engineer shall provide a certificate of proof of insurance with the tender as well as from time to time at the client's request.
Joint Ventures (J/V)	**YES**	Attach a valid JV agreement. Non-submission will lead to disqualification. In the case of an award, the company need to register on CSD as a JV. The process is that the service providers must register the JV at SARS

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		then open a JV bank account. With those documents they can then register the JV on CSD. **The department will only make payment to a JV account.** **Must complete 2 separate SBD 4 & Compulsory Enterprise Questionnaire for each company**
Workmen's Compensation Registration Certificate	**NO**	Must be submitted after award and valid copy of COIDA certificate or proof of payment thereof. In case of JV, all partners must submit.
Completeness of the tender document	**YES**	Bidders are required to complete the entire bid document without omission of pages and in the provided sequence. The tender document to be fully completed in **Black ink (not typed).**

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

CRITERIA	REQUIREMENT
Tax compliance status	"Bidder must be tax compliant before the bid is awarded, i.e. *Where the recommended bidder is not tax compliant, the bidder will be notified of their non-compliant status and the bidder must be requested to submit written proof from SARS of their tax compliance status or proof that they have made an arrangement to meet their outstanding tax obligations within 7 working days. The bidder should thereafter provide the accounting officer or accounting authority with proof of their tax compliance status which should be verified via the Central Supplier Database or eFiling"*
Business registration	The entity must be in business
Company registration with central supplier database (CSD)	Must be registered as a service provider on the Central Supplier Database (CSD). If not registered must proceed to complete the registration prior to submitting your proposal. Visit https://secure.csd.gov.za/ to obtain your vendor number.

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CRITERIA	REQUIREMENT
In the service of the state status	The bid will not be considered if Shareholders or directors are employed by state/ government departments, municipalities, municipal entities, or public entities unless **the approval from executive authority to do business with the state is submitted with the proposal.**

7.2. Functionality Evaluation Criteria = 100 points

The minimum score required for functionality is **70 points** in order to qualify for further evaluation. A bidder who scores less than **70 points** on functionality will be disqualified.

CRITERIA	EVIDENCE	VALUE	WEIGHTING
1. Proof of physical address Evidence Bidders must submit proof of residence from Local Municipality (Utility bill) or Confirmation of pre-paid utility from ESKOM (not older than 6 months) **and** Title Deed or Lease agreement or PTO **and** any other proof of address.	No information	0	10
	Office of bidder outside the borders of Limpopo Province	1	
	Office of bidder within borders of Limpopo Province	5	
2. Programme of works	No information	0	10
	Programme has sufficient detail, is logical and includes no critical path	3	
	Programme has sufficient detail, is logical and includes a critical path	5	
3. Staffing profile: Details of relevant staff experience available for this Contract (attach CVs and certified qualifications with Identity documents). Copies must be certified, not older than 6 months. Qualified personnel are ones who have 5 years' experience post professional registration.	No information / CVs not attached / minimum requirement not met	0	35
	Has 1 of the supporting personnel (electrical engineering personnel, geotechnical services, architectural personnel, geomatics personnel)	1	
	Has 2-3 of the supporting personnel (electrical engineering personnel, geotechnical services, architectural personnel, geomatics personnel)	3	
	Has all the supporting personnel (electrical engineering personnel, geotechnical services, architectural personnel, geomatics personnel)	5	
	No approach and methodology attached	0	25

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4. Approach and Methodology	The technical approach and/or methodology is poor/is unlikely to satisfy project objectives or requirements. The tenderer has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project.	1	
	The approach is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The quality plan and approach to managing risk etc. is specifically tailored to the critical characteristics of the project.	3	
	Besides meeting the "good" rating, the important issues are approached in an innovative and efficient way, indicating that the tenderer has outstanding knowledge of state-of-the-art approaches. The approach methodology details ways to improve the project outcomes and the quality of the outputs.	5	
5. Company Experience in similar projects relevant to this technical field. Bidders must attach a table indicating the projects successfully completed. . Attach copies of: • Appointment letters or purchase orders, and • Signed or stamped reference letters from the client or client's agent. Contact information of the clients or agent must be provided. A sample reference letter provided may be used as Annexure A.	Has not provided proof of having successfully completed a similar project	0	20
	1 completed works unrelated to scope of works required in this term contract	1	
	1 completed works relevant to scope of works required in this term contract	3	
	2 or more completed works relevant to scope of works required in this term contract	5	
Total			100

For purpose of evaluating functionality, the following values will be applicable:

Non-existent or very poor	0
Some evidence of meeting requirement	1
Demonstrates capability not strong	2
Meets requirement well	3
Very well suited and responsive to requirement	4

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Perfectly suited, meets complete requirement	5

The top three recommended bidders will be inspected at business premises to determine availability of necessary design resources amongst others. Historical performance with regards to quality of work, completion in time and reliability will be researched by the LDARD Engineering staff in collaboration with SCM division.

NB* Bidders should obtain a minimum score of 70 points in order to be evaluated further.

7.2.2 80/20 PREFERENCE POINT SYSTEM FOR GOODS AND SERVICES

a. The preferential points will be allocated for specific goals as prescribed in Section 2 of the Preferential Procurement Policy Framework Act (5 of 2000), Paragraph 3.2.1 and 7.7 of the Reconstruction and Development Programme White Paper of 1994 and the Broad-Based Economic Empowerment Act, 2003.

b. The following formula must be used to calculate the points for price of tenders/procurement (quotations) including "tenders for income generating contracts" with Rand Value **below 50 Million** to be calculated as per the below table inclusive of all applicable taxes:

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

Where:

Ps = Points scored for price of bid under consideration

Pt = Rand value of tender consideration

Pmin = Rand value of lowest acceptable tender

c. A maximum of **20 points** will be awarded in accordance with the table below:

NO	PREFERANTIAL GOALS	20 POINTS	MEANS OF VERIFICATION
1	Black People ownership > 51%	8	CSD Report and copy of company registration document
2	Women Ownership > 51%	4	ID Document
3	Persons with Disability Ownership >51%	3	CSD and Medical Certificate from recognized Medical Practitioner
4	Youth Ownership >51%	5	ID Document
TOTAL POINTS		20	

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d. The points scored by a tenderer in respect of the specific goals above must be added to the points scored for price and the total must be rounded off to the nearest two decimal places.

e. **Only the tender with the highest number of points scored may be selected for an award.**

8. SPECIAL CONDITIONS

- All costs incurred in the preparation and presentation of the proposal shall be wholly absorbed by the bidder. Supporting documentation submitted with the proposal will become the property of the Limpopo Provincial Government unless otherwise requested by the bidder at the time of submission.
- CIDB Standard Professional Services Contract shall be used to manage the contract. Service provider must acquire their own copy.
- All works under this contract are re-measurable.
- The documentation required before commencement with works execution are:
    - Professional Indemnity and Public Liability Insurance.
- The penalty for failing to complete the works is **0.05%** of the Total Tender Sum per Calendar Day. Work not completed to the department satisfaction or incomplete may lead to termination by the department after failure by the service provider to remedy the breach. Any cost to remedy the breach will be at the service provider's cost.
- Payment will only be made in accordance with the delivery of service that will be agreed upon by both parties and upon receipt of an original invoice.
- It is compulsory for a person to register for VAT if the value of taxable supplies made or to be made, is in excess of R2.3 million subsequent to registration with SARS, bidders are not allowed to increase their bid amounts.
- The service provider is required to provide a quote for all items, failure to quote according to the specification will invalidate your bid.
- The Department will not make any upfront payment to a successful professional service provider
- The department reserves the right to conduct a risk assessment for the recommended service provider to verify the provided information and authenticate the supporting documentation and may disqualify the service provider if the risk analysis feedback is negative.
- The Department reserve the rights to price negotiation and balancing of unit prices to fair market prices.
- If it is found, after negotiation and price balancing of rates, that a Bidder’s price is still not responsive, recommendation for disqualification will be made.

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- If the Department is not satisfied with the service provided by the service provider, the Department reserves the right to terminate their contract for the breach of contract and if there is any remuneration provided to the service provider for the unsatisfactory works, the Department can claim it from the service provider. If the payment is outstanding or not yet paid then payment will be withheld until breach is remedied
- Correction fluid is not allowed; the use of correction fluid will lead to disqualification. Any cancellation, alteration or amendment on the bid document must be signed for by the authorized signatory.

9. INSPECTION OF BIDDERS

The three highest qualifying bidders will be inspected at their premises for verification.

The inspection will be done on the following:

a) Physical structure or business where business activities take place.
b) Main business activities.
c) Track record will be verified.
d) Relatedness of the main business activities to the tender under review.
e) Office furniture and space.
f) Office Equipment, IT facilities and computer software used to produce the required service.
g) Registration documents and accredited certificates.
h) Verification of Equipment, including 3rd party premises if required.
i) Verification of existence of employees

Acceptance of Submissions

Submission will only be accepted on condition that:

a) the Submission is signed by a person authorized to sign on behalf of the Tenderer;
b) a Tenderer who submitted as a Joint Venture has included an acceptable Joint Venture Agreement with his/her submission;
c) the Tenderer or a competent authorized representative of the Company who submitted the Submission has attended the compulsory clarification meeting;
d) the Tenderer or any of its principals is not listed on the register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the Public Sector;
e) the Tenderer has not abused the Department's Supply Chain Management System or has failed to perform on any previous Contract and has been given a written notice to this effect;
f) the Tenderer or any of its Principals, Directors or Managers is not employed in the service of the State or any Municipality. In the event that such Principals are involved, official approval from the Executing Authority regarding carrying out remunerative work outside of the Public Service must be included in the Submission.

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g) the Department is satisfied that the Tenderer or any of his Principals have not influenced the Call for Expression of Interest Submission and acceptance by the following criteria:

a. having Offered, promised or given a bribe or other gift or remuneration to any person in connection with the obtaining or execution of this Contract;
b. having acted in a fraudulent or corrupt manner in obtaining or executing this Contract;
c. having approached an Officer or employee of the Department or the Department's Agent with the objective of influencing the award of a Contract in the Tenderer's favour;
d. having entered into any agreement or arrangement, whether legally binding or not, with any other Person, Firm or Company to refrain from Tendering for this Contract or as to the amount of the Tender to be submitted by either party;
e. having disclosed to any other Person, Firm or Company other than the Department, the exact or approximate amount of his proposed Tender;
f. the Department may, in addition to using any other legal remedies, repudiate the Tender Offer and acceptance and declare the Contract invalid should it have been concluded already.

Copies of Contract

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

10. JOINT VENTURES

a) Should this bid be submitted by a joint venture, the joint venture agreement must accompany the bid document before the closing date and time of bid. The joint venture agreement must clearly specify the percentage of the contract to be undertaken by each company participating therein.
b) Each party to a Joint Venture/ Consortium must submit an original valid Tax Clearance Certificate together with the bid before the closing date and time of bid.
c) The joint venture or consortium must submit a formal agreement that outlines the roles and responsibilities of each member of the joint venture or consortium, nomination of an authorised person to represent the joint venture or consortium in all matters relating to this bid and the details of the bank account for payments to be affected.
d) The joint venture or consortium must comply with Central Suppliers Database (CSD) registration requirements as per National Treasury directive.
e) Both companies to a J/V should complete separate forms or be represented for Compulsory Enterprise Questionnaire.
f) Both companies to a J/V should submit Bank Rating.
g) Both companies to a J/V should submit should complete separate SBD 4 for each company.

11. ADDITIONAL TENDER CONDITIONS

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11.1. Unsatisfactory Performance

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

b) The departmental official shall warn the PSP in writing that action will be taken in accordance with the contract conditions unless the PSP complies with the contract conditions and delivers satisfactory supplies or services within a specified reasonable time (7 days maximum). If the PSP does not perform satisfactorily despite the warning, the Department's official will:

- Take action in terms of its delegated powers; and
- Make a recommendation to the Accounting Officer for cancellation of the contract.

c) When correspondence is addressed to the PSP, reference will be made to the contract number/item number/s and an explanation of the complaint.

d) If the Department is not satisfied with the service provided by the PSP, the Department reserves the right to terminate their contract for the breach of contract and if there is any remuneration provided to the PSP for the unsatisfactory works, the Department can claim it from the service provider. If the payment is outstanding or not yet paid, then payment will be withheld until breach is remedied

11.2. Validity Period of Bid and Extension Thereof

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

11.3. Irregularities

Companies are encouraged to advise the Limpopo Department of Agriculture and Rural Development timeously of any possible irregularities which might come to their notice in connection with this contract.

11.4. Negotiations

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

11.5. Project Supervision

The Department reserves the right to appoint the lead engineer responsible for the design for supervision during implementation of the project.

11.6. Language of Governance

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.

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11.7. Law to Apply

The professional service provider shall in all respects be construed in accordance with the law of the Republic of South Africa, and any difference that may arise with the law of the Republic of South Africa, and any difference that may arise between the Department and the service provider in regard to the Contract, shall be settled in the Republic of South Africa.

11.8. Penalties

Subject to CIDB Standard Professional Services Contract, if the service provider fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the Department 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 delayed goods or unperformed services, using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The Department may also consider termination of the contract in terms of the CIDB Standard Professional Services Contract.

12. CESSION

a) Cession of payments will only be permissible to a registered financial institution in terms of the Financial Advisory and Intermediary Services Act 37 of 2002 or an approved credit provider in terms of the National Credit Act of 2005

b) Bidders who intend to cede their rights to payment to an institution as prescribed in 12.a) attach cession agreement with their bid proposal.

13. ENQUIRIES, BRIEFING SESSION AND CLOSING DATE

- **Enquiries** in connection with this request should be directed as follows:
  - **Technical:** Mr. Mabasa NG (Engineering Directorate) Tel. (014) 717 4949, Cell no. 0810476039, MabasaNG@agric.limpopo.gov.za
  - **Administration:** Ms. L. Kumalo, kumalol@agric.limpopo.gov.za, 015 294 3361.
- Completed bid documents should be delivered in sealed envelopes marked **"THE APPOINTMENT OF PROFESSIONAL SERVICE PROVIDERS FOR THE DESIGN AND CONSTRUCTION MONITORING OF A NEW PACKHOUSE AT TATS GREENERY IN THE WATERBERG DISTRICT MUNICIPALITY OF THE LIMPOPO PROVINCE"** and deposited in the LDARD Tender Box at the parking bay of Temo-Towers building at 67/69 Biccard Street in Polokwane on or before **01 December 2026**

- **Compulsory briefing session and site visit is scheduled as follows:**

  Date: **17 November 2026** at Time: **10:00**

- **Venue**: Bidding tenderers are requested to meet the Engineer at the TATS Greenery (Directions to Tats Greenery: From Modimolle (Nylstroom) take the R33 to Vaalwater. 10km out of town take the left turn to Alma (the road drives to a Bricks factory on the left

of the road). Pass the bricks factory after 2,5km turn left (signage says Kralingen) and follow that road (29km) without a turn until you reach Tats Greenery.

- **Site Coordinates**: -24.598209; 28.030104

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STANDARD PROFESSIONAL SERVICES CONTRACT

(July 2009)
(Third Edition of CIDB document 1014)



Construction Industry Development Board
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PREFACE

The Standard Professional Services Contract has been prepared for use by Employers when they engage firms or individuals (Service Providers) for the performance of knowledge-based expertise provided on the basis of trust.

This document is intended to be used with the procurement documents prepared in accordance with the provisions of SANS 10403: Formatting and Compilation of Construction Procurement Documents

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GENERAL CONDITIONS OF CONTRACT

1. DEFINITIONS

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

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

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

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

Day
A calendar day.

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

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

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

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

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

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

Parties
The Employer and the Service Provider.

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

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

Personnel Schedule
A schedule naming all Personnel and Key Persons.

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

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

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

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

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

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

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

2. INTERPRETATION

2.1 Unless inconsistent with the context, an expression which denotes :
a) any gender includes the other genders;
b) a natural person includes a juristic person and vice versa;
c) the singular includes the plural and vice versa.

2.2 If there is any conflict between the provisions of these General Conditions of Contract and the Contract Data, the provisions of the Contract Data shall prevail.

2.3 The clause headings shall not limit, alter or affect the meaning of the Contract.

3. GENERAL

3.1 Governing law

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

3.2 Change in legislation

If after the commencement of the Contract, the cost or duration of the Services is altered as a result of changes in, or additions to, any statute, regulation or bye-law, or the requirements of any authority having jurisdiction over any matter in respect of the Project, then the Contract

Price and time for completion shall be adjusted in order to reflect the impact of those changes, provided that, within 14 Days of first having become aware of the change, the Service Provider furnished the Employer with detailed justification for the adjustment to the Contract Price or Period of Performance (or both)..

3.3 Language

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

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

3.4 Notices

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

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

3.5 Location

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

3.6 Publicity and publication

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

3.7 Confidentiality

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

3.8 Variations

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

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

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

3.9 Changes to the Contract Price or Period of Performance

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

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

3.9.2 The Service Provider shall submit proposals to change the Contract Price or the Period for Completion (or both) to the Employer within 6 weeks of becoming aware of an event described in 3.9.1 occurring, failing which, the Service Provider shall not be entitled to a change in the Contract Price or Period of Performance.

3.9.3 The Employer shall assess the changes to the Contract Price on the effect of the event on the Services based on time-based fees.

3.9.4 The Employer shall assess the changes to the Period of Performance on the basis of the time that planned completion as shown on the latest approved programme is delayed.

3.10 Sole agreement

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

3.11 Indemnification

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

3.12 Penalty

3.12.1 If due to his negligence, or for reasons within his control, the Service Provider does not perform the Services within the Period of Performance, the Employer shall without prejudice to his other remedies under the Contract or in law, be entitled to levy a penalty for every Day or part thereof, which shall elapse between the end of the period specified for performance, or an extended Period of Performance, and the actual date of completion, at the rate and up to the maximum amount stated in the Contract Data.

3.12.2 If the Employer has become entitled to the maximum penalty amount referred to in 3.12.1, he may after giving notice to the Service Provider :

a) terminate the Contract
b) complete the Services at the Service Provider’s cost.

3.13 Equipment and materials furnished by the Employer

3.13.1 Equipment and materials made available to the Service Provider by the Employer, or purchased by the Service Provider with funds provided by the Employer for the performance of the Services shall be the property of the Employer and shall be marked accordingly. Upon termination or expiration of the Contract, the Service Provider shall make available to the Employer an inventory of such equipment and materials and shall dispose of them in accordance with the Employer's instructions.

3.13.2 The Service Provider shall, at his own expense, insure the equipment and materials referred to in 3.13.1 for their full replacement value.

3.14 Illegal and impossible requirements

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

3.15 Programme

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

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

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

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

3.15.3 The Service Provider shall update the programme:

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

and submit such revised programme to the Employer for approval.

3.16 Price adjustment to time-based fees for inflation

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

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

$(CPI_n - CPI_s) / CPI_s$

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

4. EMPLOYER'S OBLIGATIONS

4.1 Information

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

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

4.2 Decisions

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

4.3 Assistance

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

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

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

4.4 Services of Others

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

4.5 Notification of material change or defect

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

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

4.6 Issue of instructions

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

4.7 Payment of Service Provider

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

5. SERVICE PROVIDER'S OBLIGATIONS

5.1 General

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

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

5.2 Exercise of authority

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

5.3 Designated representative

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

5.4 Insurances to be taken out by the Service Provider

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

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

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

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

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

5.6 Co-operation with Others

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

5.7 Notice of change by Service Provider

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

6. CONFLICTS OF INTEREST

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

The remuneration of the Service Provider under the Contract shall constitute the Service Provider's sole remuneration in connection with the Contract, or the Services, and the Service Provider shall not accept for his own benefit any trade commission, discount, or similar payment in connection with activities pursuant to the Contract, or in the discharge of his obligations under the Contract, and shall use his best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them shall, similarly, not receive any additional remuneration.

6.2 Royalties and the like

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

6.3 Independence

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

7. SERVICE PROVIDER'S PERSONNEL

7.1 General

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

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

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

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

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

7.2 Provision of Personnel in terms of a Personnel Schedule

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

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

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

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

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

8. COMMENCEMENT, COMPLETION, MODIFICATION, SUSPENSION AND TERMINATION

8.1 Commencement of Services

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

8.2 Completion

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

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

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

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

8.2.4 The Employer shall, within 30 Days of receipt of a detailed request, grant such extension to the Period of Performance as may be justified, either prospectively or retrospectively, or

inform the Service Provider that he is not entitled to an extension. Should the Service Provider find the decision of the Employer to be unacceptable he shall, nevertheless, abide by such decision in the performance of the Services and the matter shall be dealt with as a dispute in terms of Clause 12.

8.3 *Force Majeure*

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

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

8.3.3 During the period of his inability to perform the Services as a result of an event of *Force Majeure*, the Service Provider shall be entitled to any payment due in terms of the Contract and shall be reimbursed for additional costs reasonably and necessarily incurred by him in suspending, delaying and re-activating the performance of the Services.

8.4 Termination

8.4.1 The Employer may terminate the Contract:

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

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

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

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

8.4.4 Upon termination of this Contract pursuant to Clauses 8.4.1 or 8.4.3, the Employer shall remunerate the Service Provider in terms of the Contract for Services satisfactorily performed

prior to the effective date of termination and reimburse the Service Provider any reasonable cost incident to the prompt and orderly termination of the Contract, except in the case of termination pursuant to events (c) and (d) of Clause 8.4.1.

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

8.5 Suspension

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

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

8.6 Rights and liabilities of the Parties

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

9. OWNERSHIP OF DOCUMENTS AND COPYRIGHT

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

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

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

10. SUCCESSION AND ASSIGNMENT

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

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

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

(a) by a charge in favour of the Service Provider's bankers of any monies due or to become due under the Contract; or

(b) by assignment to the Service Provider's insurers of the Service Provider's right to obtain relief against any other person liable in cases where the insurers have discharged the Service Provider's loss or liability.

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

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

11. SUBCONTRACTING

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

11.2 A subcontract, where permitted in terms of the Contract Data, shall be valid only if it is a written agreement by which the Service Provider entrusts performance of a part of the Services to Others.

11.3 The Service Provider shall not subcontract to nor engage a Subcontractor to perform any part of the Services without the prior written authorization of the Employer. The services to be sub-contracted and the identity of the Subcontractor shall be notified to the Employer. The Employer shall, within 14 Days of receipt of the notification and a full motivation why such services are to be subcontracted, notify the Service Provider of his decision, stating reasons, should he withhold such authorization. If the Service Provider enters into a subcontract with a Subcontractor without prior approval, the Employer may forthwith terminate the Contract.

11.4 The Employer shall have no contractual relationships with Subcontractors. However, if a Subcontractor is found by the Employer to be incompetent, the Employer may request the Service Provider either to provide a Subcontractor with qualifications and experience acceptable to the Employer as a replacement, or to resume the performance of the relevant part of the Services himself.

11.5 The Service Provider shall advise the Employer without delay of the variation or termination of any subcontract for performance of all or part of the Services.

11.6 The Service Provider shall be responsible for the acts, defaults and negligence of Subcontractors and their agents or employees in the performance of the Services, as if they were the acts, defaults or negligence of the Service Provider, his agents or employees. Approval by the Employer of the subcontracting of any part of the Contract or of the engagement by the Service Provider of Subcontractors to perform any part of the Services shall not relieve the Service Provider of any of his obligations under the Contract.

12. RESOLUTION OF DISPUTES

12.1 Settlement

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

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

12.2 Mediation

12.2.1 If the Contract Data does not provide for dispute resolution by adjudication, not earlier than 14 Days after having advised the other Party, in terms of Clause 12.1, that negotiations in regard to a dispute have failed, an aggrieved Party may require that the dispute be referred, without legal representation, to mediation by a single mediator. The mediator shall be selected by agreement between the Parties, or, failing such agreement, by the person named for this purpose in the Contract Data. The costs of the mediation shall be borne equally by the Parties.

12.2.2 The mediator shall convene a hearing of the Parties and may hold separate discussions with any Party and shall assist the Parties in reaching a mutually acceptable settlement of their differences through means of reconciliation, interpretation, clarification, suggestion and advice. The Parties shall record such agreement in writing and thereafter they shall be bound by such agreement.

12.2.3 The mediator is authorised to end the mediation process whenever in his opinion further efforts at mediation would not contribute to a resolution of the dispute between the Parties.

12.2.4 If either Party is dissatisfied with the opinion expressed by the mediator or should the mediation fail, then such Party may require that the dispute be referred to arbitration or litigation in a competent civil court, as provided for in the Contract Data.

12.3 Adjudication

12.3.1 If the Contract Data does not provide for dispute resolution by mediation, an aggrieved Party may refer the dispute to adjudication. Adjudication shall be in accordance with the latest edition of the separately published CIDB Adjudication Procedures.

12.3.2 The adjudicator shall be appointed in terms of the Adjudicator's Agreement bound in the Construction Industry Development Board's Adjudication Procedure.

12.3.3 The Adjudicator shall be any person agreed to by the parties or, failing such agreement, shall be nominated by the person named in the Contract Data. The Adjudicator shall be appointed in accordance with the Adjudicator's Agreement contained in the CIDB Adjudication Procedure.

12.3.4 If a Party is dissatisfied with the decision of the Adjudicator, the Party may give the other Party notice of dissatisfaction within 28 Days of the receipt of that decision and refer the dispute to arbitration or litigation in a competent civil court as provided for in the Contract Data. If no notice of dissatisfaction is given within the specified time, the decision shall be final and binding on the Parties.

12.4 Arbitration

12.4.1 Arbitration, where provided for in the Contract Data, shall be by a single arbitrator in accordance with the provisions of the Arbitration Act of 1965 as amended and shall be conducted in accordance with such procedure as may be agreed between the Parties or, failing such agreement, in accordance with the Rules for the Conduct of Arbitrations published by the Association or Arbitrators current at the date the arbitrator is appointed.

12.4.2 The arbitrator shall be mutually agreed upon or, failing agreement, to be nominated by the person named in the Contract Data.

13. LIABILITY

13.1 Liability of the Service Provider

13.1.1 The Service Provider shall be liable to the Employer arising out of or in connection with the Contract if a breach of Clause 5.1 is established against him.

13.1.2 The Service Provider shall correct a Defect on becoming aware of it. If the Service Provider does not correct a Defect within a reasonable time stated in a notification and the Defect arose from a failure of the Service Provider to comply with his obligation to provide the Services, the Service Provider shall pay to the Employer the amount which the latter assesses as being the cost of having such Defect corrected by Others.

13.1.3 All persons in a joint venture or consortium shall be jointly and severally liable to the Employer in terms of this Contract and shall carry individually the minimum levels of insurance stated in the Contract Data, if any.

.13.2 Liability of the Employer

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

13.3 Compensation

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

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

13.4 Duration of Liability

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

13.5 Limit of Compensation

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

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

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

13.5.3 If either Party makes a claim for compensation against the other Party and this is not established, the claimant shall reimburse the other for his reasonable costs incurred as a

result of the claim or if proceedings are initiated in terms of Clause 12 for such costs as may be awarded.

13.6 Indemnity by the Employer

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

13.7 Exceptions

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

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

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

14. REMUNERATION AND REIMBURSEMENT OF SERVICE PROVIDER

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

14.1 The Service Provider shall be entitled to render interim monthly accounts for fees and reimbursements throughout the duration of the Contract. Interim amounts of lump sum fees due shall be based on progress.

14.2 Amounts due to the Service Provider shall be paid by the Employer within thirty (30) Days of receipt by him of the relevant invoices. If the Service Provider does not receive payment by the due date, he shall be entitled to charge interest on the unpaid amount, which is payable by the Employer, at the prime interest rate charged by his bank and certified by such bank, plus 2% per annum, and calculated from the due date of payment.

14.3 If any item or part of an item in an invoice submitted by the Service Provider is disputed by the Employer, the latter shall, before the due date of payment, give notice thereof with reasons to the Service Provider, but shall not delay payment of the balance of the invoice. Clause 14..2 shall apply to disputed amounts which are finally determined to be payable to the Service Provider.

14.4 In respect of Services charged for on a time-basis and all other reimbursable expenses the Service Provider shall maintain records in support of such charges and expenses for a period of twenty four months after the completion or termination of the Contract. Within this period the Employer may, on not less than 14 Days notice, require that a reputable and independent firm of accountants, nominated by him at his expense, audit any claims made by the Service Provider for time charges and expenses by attending during normal working hours at the office where the records are maintained.

15 AMOUNTS DUE TO THE EMPLOYER

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

PERSONNEL SCHEDULE

NAME	TITLE	JOB DESCRIPTION	QUALIFICATIONS	ESTIMATED PERIOD OF ENGAGEMENT (weeks)

CONTRACT DATA

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

Each item of data given below is cross-referenced to the clause in the Conditions of Contract to which it mainly applies.

Part 1: Data provided by the Employer

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

Clause 3.4: **Address of Employer:**

Physical:	Postal:
Limpopo Department of Agriculture and Rural Development 69/67 Biccard Street Polokwane 0700	Limpopo Department of Agriculture and Rural Development P Bag X9487 Polokwane 0700
E-Mail:	
Telephone No: (015) 294 3000	Fax No: (015) 294 4535

Clause 4.3.5: The authorised and designated representative of the Employer is:
Name of the Project Manager: Mr. Mabasa NG
Name of the Project:

ACDP 26/11: THE APPOINTMENT OF PROFESSIONAL SERVICE PROVIDERS FOR THE DESIGN AND CONSTRUCTION MONITORING OF A NEW PACKHOUSE AT TATS GREENERY IN THE WATERBERG DISTRICT MUNICIPALITY OF THE LIMPOPO PROVINCE

Clause 3.5: Location of the Project:
The site is situated at **MODIMOLLE MOKGOOPONG, PORTION 11 OF FARM RIETPOORT 396**

Tats Greenery GPS co-ordinates: S -24,598209; E28.030104

Clause 3.14: The programme shall be submitted within 7 Days of the award of the Contract (Issuing of an Official Order).

Clause 5.4.1: The service provider/s (Consultant and Sub-Consultants) shall each, at their own cost, take out and maintain in force Professional Indemnity Insurance for the duration of the project for an amount of not less than R3 million in respect of each claim, without limit to the number of claims.

Clause 5.5: The service provider is required to obtain the Employer's prior approval in writing before taking any of the following actions:

1. Any additional work that has a cost implication.

Clause 8.1: The time to commence the performance of the Services is within 14 days after the date that the Contract becomes effective (Official order).

Clause 9.1: Copyright of the documents prepared for the Project shall be vested with the Employer – Limpopo Department of Agriculture and Rural Development.

Part 2: Data provided by the Service Provider

Clause 3.4: **Name of Service Provider:** _____

Clause 3.4: **Address of Employer:**

Physical:	Postal:
_____	_____
_____	_____
_____	_____

E-Mail: _____

Telephone No: _____ Fax No: _____

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

Mr. _____

Form of offer and acceptance

Offer

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

…….

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the Service Provider under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the Contract Data.

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

……..……..Rand (in words); R ……..(in figures)

(or other suitable wording)

This offer may be accepted by the Employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the Service Provider in the conditions of contract identified in the Contract Data.

Signature(s) _____ _____

Name(s) _____ _____

Capacity _____ _____

for the _____ _____

tenderer

_____

(Name and address of organization)

Name and signature of witness _____ Date _____

Acceptance

By signing this part of this form of offer and acceptance, the Employer identified below accepts the tenderer's offer. In consideration thereof, the Employer shall pay the Service Provider the amount due in accordance with the conditions of contract identified in the Contract Data. Acceptance of the tenderer's offer shall form an agreement between the Employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1 Agreements and contract data, (which includes this agreement)

Part C2 Pricing data

Part C3 Scope of work.

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C3 above.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the Employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the Contract Data. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now Service Provider) within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties. [1]

Signature(s)

Name(s) _____ _____

Capacity _____ _____

for the Employer _____ _____

_____

(Name and address of organization)

Name and signature of witness _____ Date _____

[1] As an alternative, the following wording may be used:
Notwithstanding anything contained herein, this agreement comes into effect two working days after the submission by the employer of one fully completed original copy of this document including the schedule of deviations (if any), to a courier-to-counter delivery / counter-to-counter delivery / door-to-counter delivery /door-to-door delivery /courier service (delete that which is not applicable), provided that the employer notifies the tenderer of the tracking number within 24 hours of such submission. Unless the tenderer (now Service Provider) within seven working days of the date of such submission notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Schedule of Deviations

Notes:

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

1 Subject _____

Details _____

2 Subject _____

Details _____

3 Subject _____

Details _____

4 Subject _____

Details _____

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

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