PROVISIONING OF PROFESSIONAL QUANTITY SURVEYING SERVICES FOR THE PROPOSED DINOSAUR CENTER, Golden Gate HIGHLANDS NATIONAL PARK

CONTRACT NO: SP-GK-DC/1

TENDER DOCUMENT

ISSUED BY:
MS ELDAH PHATHWA
SENIOR MANAGER: ACQUISITION
SOUTH AFRICAN NATIONAL PARKS
P.O. BOX 787
PRETORIA
0001

NAME OF TENDERER: ............................................................
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<td>Fully completed ORIGINAL tender document</td>
<td>All pages</td>
<td></td>
</tr>
<tr>
<td>Written Offer (Price) SBD1 and Form of Offer</td>
<td>5 + 42</td>
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<td>Schedules to be completed:</td>
<td></td>
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<tr>
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<td>4</td>
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<td>SBD 1: Invitation to Bid</td>
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<tr>
<td>SBD 3.1 Pricing Schedule</td>
<td>50</td>
<td></td>
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<tr>
<td>Documents to be attached:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Original valid Tax Clearance Certificate</td>
<td></td>
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<tr>
<td>Certified copy of Company Registration Form/s</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Certified B-BBEE Certificate (if preference points are claimed)</td>
<td></td>
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<tr>
<td>Functionality documentation to include ALL the information requested to evaluate proposals.</td>
<td></td>
<td></td>
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<tr>
<td>Portfolio of projects</td>
<td></td>
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<tr>
<td>SAAQSP certificate for company</td>
<td></td>
<td></td>
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<tr>
<td>CV’s of permanent staff</td>
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<tr>
<td>SACQSP Certificates of staff</td>
<td></td>
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</tr>
</tbody>
</table>
1. **The Tender**

1.1 **Tendering Procedure**

a) **Tender Notice**

| BID NUMBER: | SP-GG-DC/1 |
| CLOSING DATE: | 20 FEBRUARY 2015 |
| CLOSING TIME: | 11:00 AM |
| BID VALIDITY PERIOD: | 90 days (commencing from the RFB Closing Date) |

**DESCRIPTION OF BID:**
PROVISIONING OF PROFESSIONAL QUANTITY SURVEYING SERVICES FOR THE PROPOSED DINOSAUR CENTER, GOLDEN GATE HIGHLANDS NATIONAL PARK

**BID DOCUMENTS DELIVERY ADDRESS:**

TENDER BOX
SOUTH AFRICAN NATIONAL PARKS
643 LEYDS STREET
MUCKLENEUK
PRETORIA
0002

For Attention: Ms Eldah Phatwha

NB: Bidders must ensure that they sign the register at the Tender Box when submitting the bids.

| NAME OF BIDDER |  |
| CONTACT PERSON |  |
| E-MAIL ADDRESS |  |
| TELEPHONE NUMBER |  |
| FAX NUMBER |  |

**BIDDER’S STAMP**

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration. The bid box is open during normal work hours, i.e. 7:30 to 16:00 on week days.

**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS.**

**THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF THE BID, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.**
b) Invitation to Bid (SBD 1)

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF SOUTH AFRICAN NATIONAL PARKS

BID NUMBER: SP-GG-DC/1  CLOSING DATE: 20 FEBRUARY 2015  CLOSING TIME: 11:00

COMPULSORY CLARIFICATION MEETING: No clarification meeting.

DESCRIPTION: Invitation for suitable service providers to bid for the Provisioning of Professional Quantity Surveying Services for the proposed Dinosaur Center, Golden Gate Highlands National Park

The successful bidder will be required to fill in and sign a written Contract Form Professional Services contracts (Cidb Professional Services Contract)

BID DOCUMENTS MAY BE SENT BY REGISTERED POST OR COURIER TO: TENDERS CAN BE SUBMITTED AT THE VENUE AS LISTED ON PAGE 4. The following contact persons to be listed:

SANParks Head Office, P O Box 787, PRETORIA, 0001 OR 643 Leyds Street, Muckleneuk, 0002: Ms Eldah Phatwa.

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration. The bid box is open during normal work hours, i.e. 7:30 to 16:00 on week days.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

<table>
<thead>
<tr>
<th>THE FOLLOWING PARTICULARS MUST BE FURNISHED</th>
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<tbody>
<tr>
<td>FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED</td>
</tr>
</tbody>
</table>

| NAME OF BIDDER | |
| POSTAL ADDRESS | |
| STREET ADDRESS | |
| E-MAIL ADDRESS | |
| TELEPHONE NUMBER | |
| CELLPHONE NUMBER | |
| FAX NUMBER | |
| VAT REGISTRATION NUMBER | |
| HAS A TAX CLEARANCE CERTIFICATE BEEN SUBMITTED (SBD 2)? | YES | NO |
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/SERVICES OFFERED BY YOU? (IF YES ENCLOSE PROOF) | YES | NO |

| SIGNATURE OF BIDDER | |
| DATE | |
| CAPACITY UNDER WHICH THIS BID IS SIGNED | |
| TOTAL BID PRICE (VAT INCL) AS PER FEE PROPOSAL | |
c) Tender Data

1. Conditions and Undertakings by Bidder

1.1 The Bid forms should not be retyped or redrafted but photocopies may be prepared and used. However, only documents with the original signature in black ink shall be accepted. Additional offers against any item should be made on a photocopy of the page in question.

i. Black ink should be used when completing Bid documents.
ii. Bidders should check the numbers of the pages to satisfy themselves that none is missing or duplicated. SANParks will accept NO liability in regard to anything arising from the fact that pages are missing or duplicated.

1.2 I/We hereby Bid to supply all or any of the supplies and/or to procure all or any of the services described in the attached documents to SANParks on the terms and conditions and in accordance with the specifications stipulated in the Bid documents (and which shall be taken as part of, and incorporated into, this Bid) at the prices inserted therein.

1.3 I/We agree that -

i. the offer herein shall remain binding upon me/us and open for acceptance by SANParks during the validity period indicated and calculated from the closing hour and date of the Bid;
ii. the laws of the Republic of South Africa shall govern the contract created by the acceptance of my/our Bid and that I/we choose domicilium citandi et executandi in the Republic as indicated below; and

1.4 NB: BIDDERS TERMS AND CONDITIONS ARE NOT ACCEPTABLE.

1.5 I/We furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our Bid that the price(s) and rate(s) quoted cover all the work/item(s) specified in the Bid documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.

1.6 I/We hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/us under this Bid as the Principal(s) liable for the due fulfilment of this contract.

<table>
<thead>
<tr>
<th>Signature(s) of Bidder or assignee(s)</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of signing person (in block letters)</td>
<td></td>
</tr>
<tr>
<td>Capacity</td>
<td></td>
</tr>
<tr>
<td>Are you duly authorized to sign this bid?</td>
<td></td>
</tr>
<tr>
<td>Name of Bidder [company name] (in block letters)</td>
<td></td>
</tr>
<tr>
<td>Postal address (in block letters) Domicilium citandi et executandi in the RSA (full street address of this place) (in block letters)</td>
<td></td>
</tr>
<tr>
<td>Telephone Number:</td>
<td>Fax Number:</td>
</tr>
<tr>
<td>Cell Number:</td>
<td>Email Address:</td>
</tr>
</tbody>
</table>
2 Confidential information disclosure notice

2.1 This document may contain confidential information that is the property of the South African National Parks (SANParks).

2.2 No part of the contents may be used, copied, disclosed or conveyed in whole or in part to any party in any manner whatsoever other than for preparing a proposal in response to this Bid, without prior written permission from the SANParks.

2.3 All copyright and Intellectual Property herein vests with the SANParks.

3 Introduction

3.1 Purpose

The purpose of this request for Bid (RFB) is an invitation to potential suppliers (hereinafter referred to as “Bidders”) to submit Bids for the items/products/solutions as detailed under Scope of Work.

3.2 Objectives

The following objectives must be achieved with the implementation of the above required solution:

Based on the Bids submitted and the outcome of the evaluation process according to the set evaluation criteria, the SANParks intends to select a preferred bidder/s with the view of concluding a service level agreement (SLA) where applicable with such successful bidder. The Bid shall be evaluated in terms of the PPPFA.

3.3 Queries

Should it be necessary for a bidder to obtain clarity on any matter arising from or referred to in this RFB document, please refer queries, in writing, to the contact person(s) listed below. Under no circumstances may any other employee within the SANParks be approached for any information. Any such action may result to disqualification of a response submitted in competition to the RFB. The SANParks reserves the right to place responses to such queries on the website.

<table>
<thead>
<tr>
<th>Name</th>
<th>Email address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eldah Phathwa</td>
<td><a href="mailto:eldah.phathwa@sanparks.org">eldah.phathwa@sanparks.org</a></td>
</tr>
</tbody>
</table>

Enquiries should reference specific paragraph numbers, where appropriate. All questions/enquiries must be forwarded in writing not later than 13 February 2015 at 11:00. Enquiries received after 11:00 on 13 February 2015 will not be considered.

3.4 General rules and instructions

3.4.1 Confidentiality

3.4.1.1 The information contained in this document is of a confidential nature, and must only be used for purposes of responding to this RFB. This confidentiality clause extends to Bidder partners and/or implementation agents, whom the Bidder may decide to involve in preparing a response to this RFB.

3.4.1.2 For purposes of this process, the term “Confidential Information” shall include all technical and business information, including, without limiting the generality of the foregoing, all secret knowledge and information (including any and all financial, commercial, market, technical, functional and scientific information, and information relating to a party’s strategic objectives and planning and its past, present and future research and development), technical, functional and scientific requirements and specifications, data concerning business relationships, demonstrations, processes, machinery, know-how, architectural information, information contained in a party’s software and associated
material and documentation, plans, designs and drawings and all material of whatever
description, whether subject to or protected by copyright, patent or trademark, registered
or un-registered, or otherwise disclosed or communicated before or after the date of this
process.

3.4.1.3 The receiving party shall not, during the period of validity of this process, or at any time
thereafter, use or disclose, directly or indirectly, the confidential information of the
SANParks (even if received before the date of this process) to any person whether in the
employment of the receiving party or not, who does not take part in the performance of
this process.

3.4.1.4 The receiving party shall take all such steps as may be reasonably necessary to prevent
the SANParks’ confidential information coming into the possession of unauthorised third
parties. In protecting the receiving party’s confidential information, the SANParks shall
use the same degree of care, which does not amount to less than a reasonable degree of
care, to prevent the unauthorised use or disclosure of the confidential information as the
receiving party uses to protect its own confidential information.

3.4.1.5 Any documentation, software or records relating to confidential information of the
SANParks, which comes into the possession of the receiving party during the period of
validity of this process or at any time thereafter or which has so come into its possession
before the period of validity of this process:
  i. Shall be deemed to form part of the confidential information of the SANParks
  ii. Shall be deemed to be the property of the SANParks;
  iii. shall not be copied, reproduced, published or circulated by the receiving party
      unless and to the extent that such copying is necessary for the performance of
      this process and all other processes as contemplated in; and
  iv. Shall be surrendered to the SANParks on demand, and in any event on the
      termination of the investigations and negotiations, and the receiving party shall
      not retain any extracts.

3.4.2 News and press releases.

3.4.2.1 Bidders or their agents shall not make any news releases concerning this RFB or the
awarding of the same or any resulting agreement(s) without the consent of, and then only
in co-ordination with the SANParks.

3.4.3 Precedence of documents

3.4.3.1 This RFB consists of a number of sections (see list). Where there is a contradiction in
terms between the clauses, phrases, words, stipulations or terms and herein referred to
generally as stipulations in this RFB and the stipulations in any other document attached
hereto, or the RFB submitted hereto, the relevant stipulations in this RFB shall take
precedence.

3.4.3.2 Where this RFB is silent on any matter, the relevant stipulations addressing such matter
and which appears in the PPPFA shall take precedence. Vendors shall refrain from
incorporating any additional stipulations in its proposal submitted in terms hereof other
than in the form of a clearly marked recommendation that the SANParks may in its sole
discretion elect to import or to ignore. Any such inclusion shall not be used for any
purpose of interpretation unless it has been so imported or acknowledged by the
SANParks.

3.4.3.3 It is acknowledged that all stipulations in the PPPFA are not equally applicable to all
matters addressed in this RFB. It however remains the exclusive domain and election of
the SANParks as to which of these stipulations are applicable and to what extent.
Vendors are hereby acknowledging that the decision of the SANParks in this regard is
final and binding. The onus to enquire and obtain clarity in this regard rests with the
vendor(s). The vendor(s) shall take care to restrict its enquiries in this regard to the most
reasonable interpretations required to ensure the necessary consensus.
3.4.4 Preferential Procurement Reform

3.4.4.1 The SANParks supports Black Economic Empowerment as an essential ingredient of its business. In accordance with government policy, SANParks insists that the private sector demonstrates its commitment and track record to Black Economic Empowerment in the areas of ownership (shareholding), skills transfer, employment equity and procurement practices (SMME Development) etc.

3.4.4.2 SANParks shall apply the principles of the Preferential Procurement Policy Framework Act, (Act No. 5 of 2000) and its regulations 2012, to this proposal.

3.4.4.3 Vendors shall complete the preference certificate attached to this proposal. In the case of a consortium and subcontractors, the preference certificate must be completed for each legal entity.

3.4.5 Security clearances

3.4.5.1 Employees and subcontractors of the vendors may be required to be in possession of valid security clearances to the level determined by NIA or/or the SANParks to commensurate with the nature of the project activities they are involved in. The cost of obtaining suitable clearances is for the account of the bidders. The vendors shall supply and maintain a list of personnel involved on the project indicating their clearance status.

3.4.6 Occupational Injuries and Diseases Act 13 of 1993

3.4.6.1 The Bidder warrants that all its employees (including the employees of any sub-contractor that may be appointed) are covered in terms of the Compensation for Occupational Injuries and Diseases Act 13 of 1993 (“COIDA”) and that the cover shall remain in force for the duration of the adjudication of this bid and/or subsequent agreement. The SANParks reserves the right to request the Bidder to submit documentary proof of the Bidder’s registration and “good standing” with the Compensation Fund, or similar proof acceptable to the SANParks.

3.4.7 Instructions for submitting a proposal

3.4.7.1 One (1) original copy of the Bid shall be submitted on the date of closure of the Bid.

3.4.7.2 The original copy must be signed in black ink by an authorised employee, agent or representative of the bidder and each and every page of the proposal shall contain the initials of same signatories.

3.4.7.3 Bidders shall submit proposal responses in accordance with the prescribed manner of submissions as specified above.

3.4.7.4 Bids must be submitted in a prescribed response format herewith reflected as Response Format, and be sealed in an envelope. The envelope must be marked clearly (on the outside) with the Bid Number and be addressed to Mr Eldah Phathwa.

3.4.7.5 Bids must be submitted on or before the closing date not later than 11h00. The bids must be dropped in the Tender Box as stipulated in Invitation to Bid. SANParks receives a lot of correspondence on a daily basis. Bidders are therefore urged to ensure that they clearly mark their bids with the Bid Number; register their bids and sign the register that will be provided at the gate. Failure to sign the register will lead to the bid being disqualified. Failure to submitted sealed bids could result to disqualification of bids. The onus is on the bidder to ensure that their bids get registered in the bids received register. Bidders must advise their courier companies of this instruction.

3.4.7.6 All Bids in this regard shall only be accepted if they have been registered on the bids received register before or on the closing date and stipulated time.
3.4.7.7 Bids received after the time stipulated shall not be considered.

3.4.7.8 Bid responses sent by courier must reach this office at least 36 hours before the closing date to be registered on the bids received register. Failure to comply with this requirement shall result in your proposal being treated as a “late proposal” and shall not be entertained. Such proposal shall be returned to the respective vendors.

3.4.7.9 No proposal shall be accepted by SANParks if submitted in any manner other than as prescribed above

3.4.8 Reasons for disqualification

3.4.8.1 The SANParks reserves the right to disqualify any bidder which does any one or more of the following, and such disqualification may take place without prior notice to the offending bidder, however the bidder shall be notified in writing of such disqualification:

i. bidders who do not submit a valid and original Tax Clearance Certificate on the closing date and time of the bid;

ii. bidders who submitted incomplete information and documentation according to the requirements of this RFB;

iii. bidders who submitted information that is fraudulent, factually untrue or inaccurate, for example memberships that do not exist, BEE credentials, experience, etc.

iv. bidders who received information not available to other bidders through fraudulent means;

v. bidders who do not comply with mandatory requirements as stipulated in this RFB

vi. bidders who made false declarations on the Standard Bidding Documents, or misrepresent facts; and/or;

vii. bidders who are listed on the National Treasury’s database of restricted suppliers

3.4.9 Closing of Bids

3.4.9.1 There shall be no public opening of the Bids received. There shall be no discussions with any enterprise until evaluation of the proposal has been complete. Any subsequent discussions shall be at the discretion of the SANParks. Unless specifically provided for in the proposal document, bids submitted by means of telegram, telex, facsimile or similar means shall not be considered.

3.4.9.2 No Bids from any bidder with offices within the RSA shall be accepted if sent via the Internet or e-mail. However Bids from international bidders with no office or representation in the RSA shall be accepted if received via the Internet or e-mail before the closing date and time.

3.4.9.3 Such Bids shall not be made available for evaluation until the original signed documentation is received within three (3) working days after the closing date, otherwise the proposal shall be disqualified. International bidders must submit proof that they do not have any offices or representation in South Africa.

3.4.10 Bid preparation

3.4.10.1 All additions to the proposal documents i.e. annexes, supporting documentation pamphlets, photographs, technical specifications and other support documentation covering the solution offered etc. shall be neatly bound as part of the schedule concerned.

3.4.10.2 All responses regarding questions posed in the annexes attached herewith shall be answered in accordance with the prescribed RFB Response Format.

3.4.11 Oral presentations and briefing sessions

Bidders who submit Bids in response to this RFB may be required to give an oral presentation, which may include, but is not limited to, an equipment/service
demonstration of their proposal to SANParks. This provides an opportunity for the vendor to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. SANParks shall schedule the time and location of these presentations. Oral presentations are an option of SANParks and may or may not be conducted.

3.5 Tender Evaluation and Responsiveness Criteria for SP-GK-DC/1: Provisioning of Professional Quantity Surveying Services for the proposed Dinosaur Center, Golden Gate Highlands National Park

3.5.1 The employer shall:

a) Determine and test each tender offer for responsiveness in accordance with the Conditions of Tender and Tender Data.

b) Check responsive tenders for arithmetical errors, omissions and discrepancies in accordance with the Conditions of Tender and Tender Data.

c) Obtain clarification from a tenderer in accordance with the Conditions of Tenders and Tender Data.

d) Evaluated responsive tenderers in accordance with the Conditions of Tender and Tender Data.

3.5.2 The procedure for the evaluation of tenders is:

a) FUNCTIONALITY: The functionality of the bidders will be determined as per the elements of the Functionality Scorecard as set later in the document. Bidders need to score at least 80% in terms of overall functionality in order to be evaluated in the next phase of evaluations, i.e. (Price and Preference).

b) PRICE: The financial offer will be scored using formula: $Ps = 90(1-(P-Pm)/Pm)$

Where:

$Ps = $ Points scored for comparative price of bid under consideration

$Pt = $ Comparative price for bid under consideration

$P = $ Comparative price of lowest acceptable bid.

c) PREFERENCE: 10 Points for B-BBEE Status Level of Contribution

3.5.3 Tenders will only be accepted and considered responsive if the following are in place:

a) Signed written offer.

b) The tenderer or any of its directors 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.

c) The tenderer has not:

   i. abused the employer’s supply chain management system; or

   ii. failed to perform on any previous contract and has been given a written notice to this effect; and

   d) Has completed the standard bid documents and in particular SBD 4, SBD 6.1, SBD 7.2, SBD 8 and SBD 9 and there are no conflicts of interest which may impact on the tenderer’s ability to perform the contract in the best interests of the employer or potentially compromise the tender process.

   e) The tenderer is required to submit with his tender:

      i. All other certificates and documentation as listed in the List of Returnable Documents.


      iii. Certified copy of Company Registration Form.

      iv. A copy of Joint Venture Agreement if applicable.

   f) Tenderer has achieved 80% for Functionality.
EVALUATION CRITERIA FOR BIDS SUBMITTED TO PROVIDE PROFESSIONAL QUANTITY SURVEYING SERVICES FOR THE PROPOSED DINOSAUR CENTER, GOLDEN GATE HIGHLANDS NATIONAL PARK

<table>
<thead>
<tr>
<th>No</th>
<th>Description</th>
<th>Points</th>
</tr>
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<tbody>
<tr>
<td>1</td>
<td>Price: All bidders to take note that the following will apply:</td>
<td>90</td>
</tr>
<tr>
<td>1.1</td>
<td>Professional fees:</td>
<td></td>
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<tr>
<td></td>
<td>The Professional Fees Guideline issued in terms of Quantity Surveying Professions Act, Act No 49 of 2000:</td>
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<tr>
<td></td>
<td>• Basic fees required, and any discount offered. Detail of fee calculation to be provided.</td>
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<td>• Appointment will be for all stages (Stages 1 to 6).</td>
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<td>• Additional services: Hourly rates for additional services (provide a schedule of staff and hourly rates) This is for evaluation purposes only.</td>
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<tr>
<td></td>
<td>• Travel time: SANParks will agree on hourly rates for travelling, but this will not exceed 50% of the “rate per hour” Board Notice on an annual basis.</td>
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<td>Fees to be calculated on current estimated project value as per scope of work and a detailed fee proposal must be submitted with this tender.</td>
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<tr>
<td>1.2</td>
<td>Disbursements:</td>
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<td>The “Rates of Reimbursable Expenses” of the National Department of Public Works will apply for:</td>
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<tr>
<td></td>
<td>• Typing &amp; duplicating: Drawing duplication &amp; Travelling costs (km rates) limited to vehicles with a 2500cc capacity and smaller.</td>
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<tr>
<td></td>
<td>The SANParks Subsistence Allowance for daily rates will apply: R330/day (12 hours and more). Should your company wish to submit different rates, this must be done as part of the fee proposal.</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Preferential points in terms of Preferential Procurement Act, 2001 and Preferential Procurement Regulations, 2011</td>
<td>10</td>
</tr>
<tr>
<td></td>
<td>It is estimated that the fees and disbursements for the project will exceed R 1 million over the implementation period. As such 10 points will be allocated to preferential points.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>A bidder that claims points in terms of provisions of the PPPFA (SBD 6.1) must supply a valid B-BBEE Level of Contribution certificate that complies with the Act.</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Functionality criteria:</td>
<td>100</td>
</tr>
<tr>
<td>3.1</td>
<td>Experience</td>
<td>60</td>
</tr>
<tr>
<td></td>
<td>Experience in Quantity Surveying of free form and buildings (interpretive center) and support services</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Portfolio of projects - please provide documentation to support, i.e. plan/drawings/picture; project value and services rendered (one page per project) of the projects (see below)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>References</td>
<td>10</td>
</tr>
<tr>
<td>3.2</td>
<td>Capacity</td>
<td>40</td>
</tr>
<tr>
<td></td>
<td>Number of professionals as per SANParks requirement in permanent employment of company &amp; professional registration.</td>
<td>20</td>
</tr>
<tr>
<td></td>
<td>Experience of QS’s in the company, with reference to estimates and contract documentation - copies of abbreviated CV’s to be attached</td>
<td>10</td>
</tr>
<tr>
<td></td>
<td>Capacity in relevant locality: The project will be managed from SANParks Head Office in Pretoria. The locality of the service provider is important to manage the project and for cost implications. Companies with offices in Pretoria/Johannesburg and Bloemfontein are preferred.</td>
<td>10</td>
</tr>
</tbody>
</table>

Functionality will apply for this tender as per the criteria listed above. Minimum points 80 or 80% score to move to next stage, Price and Preference.
FUNCTIONALITY EVALUATION CRITERIA AND POINT ALLOCATION (Please complete the form and provide the documentation/information requested)

<table>
<thead>
<tr>
<th>No</th>
<th>Criteria</th>
<th>Method of Evaluation</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>EXPERIENCE</td>
<td></td>
<td>60</td>
</tr>
<tr>
<td>1.1</td>
<td>EXPERIENCE IN QUANTITY SURVEYING OF FREE FORM AND BUILDINGS (INTERPRETIVE CENTERS) AND SUPPORT SERVICES</td>
<td>Portfolio of relevant work indicates no experience in QS in multi-disciplinary construction projects of free form buildings (interpretive center an advantage) and support services. The portfolio has no reference to SANParks requirements.</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Portfolio of relevant work indicates limited experience in QS in multi-disciplinary construction projects of free form buildings (interpretive center an advantage) and support services. The portfolio of work submitted has little relevance to the SANParks requirements.</td>
<td>1-15</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Portfolio of relevant work indicates done some experience of QS in multi-disciplinary construction projects of free form buildings (interpretive center an advantage) and support services. The portfolio of work submitted shows some relevance to SANParks requirements.</td>
<td>16-30</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Portfolio of relevant work indicates adequate/good experience of QS in multi-disciplinary construction projects of free form buildings (interpretive center an advantage) and support services. The portfolio of work submitted shows adequate relevance to SANParks requirements.</td>
<td>31-40</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Portfolio of relevant work indicates excellent experience in multi-disciplinary construction projects of free form buildings (interpretive center an advantage) and support services. The portfolio of work submitted shows excellent relevance to SANParks requirements.</td>
<td>41-50</td>
</tr>
</tbody>
</table>

Portfolio of projects: Please provide documentation to support, i.e. picture/drawing; project value and services rendered (one page per project) of the projects listed below.

<table>
<thead>
<tr>
<th>Name of project</th>
<th>Client</th>
<th>Short Description of project</th>
<th>Value of Project (Final account)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>2</td>
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</tbody>
</table>
## 1.2 REFERENCES

Please provide signed letters from at least 5 (five) clients confirming your company's involvement, level of service and contact details for similar projects of similar type and project value.

<table>
<thead>
<tr>
<th>Name of Company</th>
<th>Value of Project as measured for final account</th>
<th>Letter attached</th>
</tr>
</thead>
<tbody>
<tr>
<td>a)</td>
<td></td>
<td></td>
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<tr>
<td>b)</td>
<td></td>
<td></td>
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<tr>
<td>c)</td>
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<tr>
<td>e)</td>
<td></td>
<td></td>
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<tr>
<td>f)</td>
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</tr>
</tbody>
</table>

## 2 CAPACITY

### 2.1 Number of professionals employed by Quantity Surveying practice

<table>
<thead>
<tr>
<th>Profession: Quantity Surveyor</th>
<th>Minimum Number of staff</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professional QS (Principal) &gt; 10 years’ experience</td>
<td>1</td>
</tr>
<tr>
<td>Professional QS 2-10 years’ experience</td>
<td>1</td>
</tr>
<tr>
<td>Senior QS with 3 years’ experience or more</td>
<td>1</td>
</tr>
</tbody>
</table>

### 2.1.1 Number of professionals as per Professions Act in permanent employment of company. Company to confirm that employees are in permanent employment.

- Professional QS
- Professional QS (Principal):
  - > 10 years’ experience
  - 2-10 years’ experience
  - 5 years’ experience or more

### 2.1.2 Registration certificates of professional QS MUST be submitted. If the principal is not registered it will lead to immediate elimination.

- Professional QS
- Professional QS (Principal) NOT registered

### 2.2 Experience of employees that will be dedicated to SANParks projects

<table>
<thead>
<tr>
<th>Quantity Surveyor requirements</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Professional QS (Principal) &gt; 10 years’ experience</td>
<td>5</td>
</tr>
<tr>
<td>Professional QS 2-10 years’ experience</td>
<td>3</td>
</tr>
<tr>
<td>Senior QS 5 years’ experience or more</td>
<td>2</td>
</tr>
</tbody>
</table>
### Name | Position | Registration Number from South African Council for Quantity Surveyors (SACQSP) | No of years' experience | Permanent employed | Yes | No
---|---|---|---|---|---|---

<table>
<thead>
<tr>
<th>Company's SAAQSP Number:</th>
</tr>
</thead>
</table>

#### 2.2.2 Locality: The project will be managed from SANParks Head Office in Pretoria. The locality of the service provider is important to manage the project and for cost implications. Companies with offices in Pretoria/Johannesburg and Bloemfontein are preferred.

- Pretoria/Johannesburg: The office of the company is in one of the cities mentioned and fully staffed as per minimum requirements in point 2.1.1.

Please confirm below where the office is located that will service the Dinosaur Center project.

<p>| | |</p>
<table>
<thead>
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</thead>
</table>

<table>
<thead>
<tr>
<th>TOTAL FUNCTIONALITY</th>
<th>Experience + Capacity</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>100</td>
</tr>
</tbody>
</table>
### 3.6 General conditions of bid and conditions of contract

Bidders shall provide full and accurate answers to all (including mandatory) questions posed in this document, and, are required to explicitly state "Comply/Accept" or "Do not comply/Do not accept" (with a √ or an X) regarding compliance with the requirements. Where necessary, the bidders shall substantiate their response to a specific question. **NOTE: It is mandatory for bidders to complete or answer this part fully; failure to do so result to their bid to be treated as incomplete and shall be disqualified. Refer to paragraph 4 of this document (reasons for disqualification).**

<table>
<thead>
<tr>
<th>3.6.1</th>
<th>This bid is subject to the General Conditions of Contract stipulated below.</th>
<th>Accept</th>
<th>Do not accept</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.6.2</td>
<td>The laws of the Republic of South Africa shall govern this RFB and the bidders hereby accept that the courts of the Republic of South Africa shall have the jurisdiction.</td>
<td>Accept</td>
<td>Do not accept</td>
</tr>
<tr>
<td>3.6.3</td>
<td>SANParks shall not be liable for any costs incurred by the bidder in the preparation of response to this RFB. The preparation of response shall be made without obligation to acquire any of the items included in any bidder's proposal or to select any proposal, or to discuss the reasons why such vendor's or any other proposal was accepted or rejected.</td>
<td>Accept</td>
<td>Do not accept</td>
</tr>
<tr>
<td>3.6.4</td>
<td>SANParks may request written clarification or further information regarding any aspect of this proposal. The bidders must supply the requested information in writing within twenty four (24) hours after the request has been made, otherwise the proposal may be disqualified.</td>
<td>Accept</td>
<td>Do not accept</td>
</tr>
<tr>
<td>3.6.5</td>
<td>In the case of Consortium, Joint Venture or subcontractors, bidders are required to provide copies of signed agreements stipulating the work split and Rand value.</td>
<td>Accept</td>
<td>Do not accept</td>
</tr>
<tr>
<td>3.6.6</td>
<td>In the case of Consortium, Joint Venture or subcontractors, all bidders are required to provide mandatory documents as stipulated in schedule 1 of the Response format.</td>
<td>Accept</td>
<td>Do not accept</td>
</tr>
<tr>
<td>3.6.7</td>
<td>SANParks reserves the right to; cancel or reject any proposal and not to award the proposal to the lowest bidder or award parts of the proposal to different bidders, or not to award the proposal at all.</td>
<td>Accept</td>
<td>Do not accept</td>
</tr>
<tr>
<td>3.6.8</td>
<td>Where applicable, bidders who are distributors, resellers and installers of network equipment are required to submit back-to-back agreements and service level agreements with their principals.</td>
<td>Accept</td>
<td>Do not accept</td>
</tr>
<tr>
<td>3.6.9</td>
<td>By submitting a proposal in response to this RFB, the bidders accept the evaluation criteria as it stands.</td>
<td>Accept</td>
<td>Do not accept</td>
</tr>
<tr>
<td>3.6.10</td>
<td>Where applicable, SANParks reserves the right to run benchmarks on the requirements equipment during the evaluation and after the evaluation.</td>
<td>Accept</td>
<td>Do not accept</td>
</tr>
<tr>
<td>3.6.11</td>
<td>SANParks reserves the right to conduct a pre-award survey during the source selection process to evaluate contractors’ capabilities to meet the requirements specified in the RFB and supporting documents.</td>
<td>Accept</td>
<td>Do not accept</td>
</tr>
<tr>
<td>3.6.12</td>
<td>Only the solution commercially available at the proposal closing date shall be considered. No Bids for future solutions shall be accepted.</td>
<td>Accept</td>
<td>Do not accept</td>
</tr>
<tr>
<td>Section</td>
<td>Description</td>
<td>Accept</td>
<td>Do not accept</td>
</tr>
<tr>
<td>---------</td>
<td>-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
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<td>---------------</td>
</tr>
<tr>
<td>3.6.13</td>
<td>The bidder should not qualify the proposal with own conditions. Caution: If the bidder does not specifically withdraw its own conditions of proposal when called upon to do so, the proposal response shall be declared invalid.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.6.14</td>
<td>Should the bidder withdraw the proposal before the proposal validity period expires, SANParks reserves the right to recover any additional expense incurred by SANParks having to accept any less favourable proposal or the additional expenditure incurred by SANParks in the preparation of a new RFB and by the subsequent acceptance of any less favourable proposal.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.6.15</td>
<td>Delivery of and acceptance of correspondence between SANParks and the bidder sent by prepaid registered post (by air mail if appropriate) in a correctly addressed envelope to either party’s postal address or address for service of legal documents shall be deemed to have been received and accepted after (2) two days from the date of postage to the South African Post Office Ltd.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.6.16</td>
<td>Should the parties at any time before and/or after the award of the proposal and prior to, and/or after conclusion of the contract fail to agree on any significant product price or service price adjustments, change in technical specification, change in services, etc. SANParks shall be entitled within 14 (fourteen) days of such failure to agree, to recall the letter of award and cancel the proposal by giving the bidder not less than 90 (ninety) days written notice of such cancellation, in which event all fees on which the parties failed to agree increases or decreases shall, for the duration of such notice period, remain fixed on those fee/price applicable prior to the negotiations. Such cancellation shall mean that SANParks reserves the right to award the same proposal to next best bidders as it deems fit.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.6.17</td>
<td>In the case of a consortium or JV, each of the authorised enterprise’s members and/or partners of the different enterprises must co-sign this document.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.6.18</td>
<td>Any amendment or change of any nature made to this RFB shall only be of force and effect if it is in writing, signed by SANParks signatory and added to this RFB as an addendum</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.6.19</td>
<td>Failure or neglect by either party to (at any time) enforce any of the provisions of this proposal shall not, in any manner, be construed to be a waiver of any of that party’s right in that regard and in terms of this proposal. Such failure or neglect shall not, in any manner, affect the continued, unaltered validity of this proposal, or prejudice the right of that party to institute subsequent action.</td>
<td></td>
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</tr>
<tr>
<td>3.6.20</td>
<td>Bidders who make use of subcontractors. The proposal shall however be awarded to the Vendor as a primary contractor who shall be responsible for the management of the awarded proposal. A vendor which was awarded the contract after scoring HDI / RDP goals is not allowed to subcontract more than 25% of the contract to a non-HDI entity. No separate contract shall be entered into between the SANParks and any such subcontractors. Copies of the signed agreements between the relevant parties must be attached to the proposal responses.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.6.21</td>
<td>All services supplied in accordance with this proposal must be certified to all legal requirements as per the South African law.</td>
<td>Accept</td>
<td>Do not accept</td>
</tr>
<tr>
<td>3.6.22</td>
<td>No interest shall be payable on accounts due to the successful vendor in an event of a dispute arising on any stipulation in the contract.</td>
<td>Accept</td>
<td>Do not accept</td>
</tr>
<tr>
<td>3.6.23</td>
<td>Evaluation of Bids shall be performed by an evaluation panel established by SANParks. Bids shall be evaluated on the basis of conformance to the required specifications as outlined in the RFB. Points shall be allocated to each bidder, on the basis that the maximum number of points that may be scored for price is 90, and the maximum number of preference points that may be claimed for HDI (according to the PPPFA) is 10.</td>
<td>Accept</td>
<td>Do not accept</td>
</tr>
<tr>
<td>3.6.24</td>
<td>If the successful bidder disregards contractual specifications, this action may result in the termination of the contract.</td>
<td>Accept</td>
<td>Do not accept</td>
</tr>
<tr>
<td>3.6.25</td>
<td>The bidders' response to this Bid, or parts of the response, shall be included as a whole or by reference in the final contract.</td>
<td>Accept</td>
<td>Do not accept</td>
</tr>
<tr>
<td>3.6.26</td>
<td>Should the evaluation of this bid not be completed within the validity period of the bid, SANParks has discretion to extend the validity period.</td>
<td>Accept</td>
<td>Do not accept</td>
</tr>
<tr>
<td>3.6.27</td>
<td>Upon receipt of the request to extend the validity period of the bid, the bidder must respond within the required time frames and in writing on whether or not he agrees to hold his original bid response valid under the same terms and conditions for a further period.</td>
<td>Accept</td>
<td>Do not accept</td>
</tr>
<tr>
<td>3.6.28</td>
<td>Should the bidder change any wording or phrase in this document, the bid shall be evaluated as though no change has been effected and the original wording or phrasing shall be used.</td>
<td>Accept</td>
<td>Do not accept</td>
</tr>
</tbody>
</table>
1.2 Returnable documents

The complete tender document as received from the employer, together with all additional documentation as requested, must be submitted. No documentation must be removed from the tender document.

a) List of Returnable Documents
   i) An original valid Tax Clearance Certificate issued by the South African Revenue Services - original.
   ii) Proof of registration of Closed Corporation or Company or other legal entities applicable to tender – certified copy
   iii) A certified copy of valid B-BBEE Status Level Verification Certificate if preference points are claimed in SBD 6.1.

b) Returnable Schedules
The tenderer must complete the following returnable documents:

   i) Returnable Schedules required only for tender evaluation purposes
      Record of Addenda to Tender Documents
      List of traceable references for similar services
      Professional Indemnity Insurance

   ii) Returnable Schedules that will be incorporated into the contract
      Form SBD 4: Declaration of interest
      Form SBD 6.1: Preference points claim form in terms of the preferential procurement regulations 2011.
      Form SBD 7.2 (Part 1): Contract form: Rendering of Services
      Form SBD 8: Declaration of Past Supply Chain Management Practices
      Form SBD 9: Certificate of independent Bid Determination

   iii) Other schedules and documents that will be incorporated into the contract and must be completed & submitted to be considered responsive
      Functionality documentation – all documents requested

iv) Offer and Acceptance

v) Contract Data

vi) Pricing schedule
DOCUMENTS REQUIRED:

1. ORIGINAL TAX CLEARANCE CERTIFICATE
2. CERTIFIED COPY OF COMPANY REGISTRATION FORMS
3. FUNCTIONALITY DOCUMENTATION

3.1 PORTFOLIO OF PREVIOUS AND CURRENT PROJECTS TO ILLUSTRATE

3.3 SAAQSP CERTIFICATE FOR COMPANY

3.4 SACQSP CERTIFICATE FOR STAFF MEMBERS

3.5 ABBREVIATED CV’S OF:
- Professional QS (Principal) > 10 years’ experience
- Professional QS 2 -10 years’ experience
- Senior QS with 3 years’ experience or more
Record of Addenda

I / We confirm that the following communications amending the tender documents that I / we received from the employer or his representative before the closing date for submission of this tender offer have been taken into account in this tender offer.

<table>
<thead>
<tr>
<th>ADDENDUM No</th>
<th>DATE RECEIVED</th>
<th>TITLE OR DETAILS</th>
</tr>
</thead>
<tbody>
<tr>
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</table>

SIGNATURE: ...........................................................................

DATE: ...........................................................................

(of person authorized to sign on behalf of the Tenderer)
List of Traceable References of similar services

PARTICULARS OF COMMITMENTS WHICH THE TENDERER HAS PREVIOUSLY COMPLETED AND PRESENTLY ENGAGED WITH:

Previous & Current projects:

<table>
<thead>
<tr>
<th>Contract</th>
<th>Place (town)</th>
<th>Reference / Contact person</th>
<th>Contact Tel. No.</th>
<th>Contract amount</th>
<th>Contract period</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
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</table>
Professional Indemnity Insurance

The tenderer must have Professional Indemnity (PI) Insurance in place providing cover in an amount of not less than R 3 000 000 in respect of each and every claim during the period of insurance. Proof of insurance or confirmation from a reputable Insurance Broker that the tenderer is eligible for the prescribed professional indemnity insurance cover should he/she be awarded the contract must be appended to this schedule.

The employer will not award a contract to any tenderer that does not hold the required Professional Indemnity (PI) Insurance.

Where the tendering entity is a joint venture or consortium, each partner or member shall comply with the above-mentioned insurance requirements and the value of the PI insurance shall not be shared between the partners and members.

<table>
<thead>
<tr>
<th>Name of Insured</th>
<th>Name of Insurer</th>
<th>Limit of Indemnity i.r.o. Each Claim</th>
</tr>
</thead>
<tbody>
<tr>
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</tr>
</tbody>
</table>

SP-GG-DC/1 QS Services Dinosaur Center, GGHNP
DECLARATION OF INTEREST

Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

the bidder is employed by the state; and/or

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

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

2.1 Full Name of bidder or his or her representative: .................................................................

2.2 Identity Number: .................................................................

2.3 Position occupied in the Company (director, trustee, shareholder², member): .................................................................

2.4 Registration Number of company, enterprise, close corporation, partnership agreement or trust: .................................................................

2.5 Tax Reference Number: .................................................................

2.6 VAT Registration Number: .................................................................

2.6.1 The names of all directors / trustees / shareholders / members, and their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

2.7 Are you or any person connected with the bidder presently employed by the state?  YES/ NO

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member: .................................................................

Name of state institution at which you or the person connected to the bidder is employed: .................................................................

Position occupied in the state institution: .................................................................

Any other particulars: ..................................................................................................................

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?  YES/ NO

SP-GG-DC/1 QS Services Dinosaur Center, GGHNP
2.7.2.1 If yes, did you attach proof of such authority to the bid document?  
YES/ NO  
Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:  
................................................................................................................
................................................................................................................
................................................................................................................

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

2.8.1 If so, furnish particulars:  
................................................................................................................
................................................................................................................
................................................................................................................

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

2.9.1 If so, furnish particulars:  
................................................................................................................
................................................................................................................
................................................................................................................

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between the bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?  
YES/ NO

2.10.1 If so, furnish particulars:  
................................................................................................................
................................................................................................................
................................................................................................................

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?  
YES/ NO

2.11.1 If so, furnish particulars:  
................................................................................................................
................................................................................................................
................................................................................................................
3 Full details of directors / trustees / members / shareholders.

<table>
<thead>
<tr>
<th>Full Name</th>
<th>Identity Number</th>
<th>Personal Income Tax Reference Number</th>
<th>State Employee Number / Personal Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

4 DECLARATION

I, THE UNDERSIGNED (NAME)………………………………………………………………………………………………………………

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

……………………………………………………………………………………………………………………………

Signature Date

……………………………………………………………………………………………………………………………

Position Name of bidder
PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.

GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R1 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated not to exceed R1 000 000 (all applicable taxes included) and therefore the 80/20 system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

- Price; and
- B-BBEE Status Level of Contribution.

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

<table>
<thead>
<tr>
<th>POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>PRICE</td>
</tr>
<tr>
<td>90</td>
</tr>
<tr>
<td>B-BBEE STATUS LEVEL OF CONTRIBUTION</td>
</tr>
<tr>
<td>10</td>
</tr>
<tr>
<td>Total points for Price and B-BBEE must not exceed</td>
</tr>
<tr>
<td>100</td>
</tr>
</tbody>
</table>

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

2.1 “all applicable taxes” includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

2.2 “B-BBEE” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

2.3 “B-BBEE status level of contributor” means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes
of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

2.4 “bid” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

2.5 “Broad-Based Black Economic Empowerment Act” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

2.6 “comparative price” means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;

2.7 “consortium or joint venture” means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;

2.8 “contract” means the agreement that results from the acceptance of a bid by an organ of state;

2.9 “EME” means any enterprise with annual total revenue of R5 million or less.

2.10 “Firm price” means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;

2.11 “functionality” means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;

2.12 “non-firm prices” means all prices other than “firm” prices;

2.13 “person” includes a juristic person;

2.14 “rand value” means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;

2.15 “sub-contract” means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;

2.16 “total revenue” bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007;

2.17 “trust” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and

2.18 “trustee” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

3.1 The bidder obtaining the highest number of total points will be awarded the contract.
3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.

3.3 Points scored must be rounded off to the nearest 2 decimal places.

3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.

3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.

3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

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

\[ Ps = 80 \left( 1 - \frac{Pt - P_{\text{min}}}{P_{\text{min}}} \right) \quad \text{or} \quad Ps = 90 \left( 1 - \frac{Pt - P_{\text{min}}}{P_{\text{min}}} \right) \]

Where

\( Ps \) = Points scored for comparative price of bid under consideration

\( Pt \) = Comparative price of bid under consideration

\( P_{\text{min}} \) = Comparative price of lowest acceptable bid

5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

<table>
<thead>
<tr>
<th>B-BBEE Status Level of Contributor</th>
<th>Number of points (90/10 system)</th>
<th>Number of points (80/20 system)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>10</td>
<td>20</td>
</tr>
<tr>
<td>2</td>
<td>9</td>
<td>18</td>
</tr>
<tr>
<td>3</td>
<td>8</td>
<td>16</td>
</tr>
<tr>
<td>4</td>
<td>5</td>
<td>12</td>
</tr>
<tr>
<td>5</td>
<td>4</td>
<td>8</td>
</tr>
<tr>
<td>6</td>
<td>3</td>
<td>6</td>
</tr>
<tr>
<td>7</td>
<td>2</td>
<td>4</td>
</tr>
<tr>
<td>8</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>Non-compliant contributor</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA’s approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.

5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

7.1 B-BBEE Status Level of Contribution: ............... = ............(maximum of 10 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

8. SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted? YES/ NO (delete which is not applicable)

8.1.1 If yes, indicate:

(i) what percentage of the contract will be subcontracted? .................%
(ii) the name of the sub-contractor? ........................................
(iii) the B-BBEE status level of the sub-contractor? ..................
(iv) whether the sub-contractor is an EME? YES / NO (delete which is not applicable)

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm: ..................................................................................

9.2 VAT registration number: ............................................................................

9.3 Company registration number: .................................................................

9.4 TYPE OF COMPANY/ FIRM

☐ Partnership/Joint Venture / Consortium
☐ One person business/sole propriety
☐ Close corporation
☐ Company
☐ (Pty) Limited

[TICK APPLICABLE BOX]
9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES
........................................................................................................................................
........................................................................................................................................

9.6 COMPANY CLASSIFICATION
☐ Manufacturer
☐ Supplier
☐ Professional service provider
☐ Other service providers, e.g. transporter, etc.
[TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business? …………………

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm,
certify that the points claimed, based on the B-BBEE status level of contribution indicated in
paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

(i) The information furnished is true and correct;
(ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
(iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
(iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

(a) disqualify the person from the bidding process;
(b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audire alteram partem (hear the other side) rule has been applied; and forward the matter for criminal prosecution.

WITNESSES:

1. ........................................

SIGNATURE(S) OF BIDDER(S)

2. ........................................

DATE:  ........................................

ADDRESS:  ........................................

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

SP-GG-DC/1 QS Services Dinosaur Center, GGHNP
DOCUMENT REQUIRED:

CERTIFIED COPY OF B-BBEE CERTIFICATE IF PREFERENCE POINTS ARE CLAIMED
CONTRACT FORM – RENDERING OF SERVICES

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

I hereby undertake to render services as described in the attached bidding documents to (name of institution)………………………………………… in accordance with the requirements and specifications stipulated in bid number SP-GG-DC/1 at the price/s quoted. My offer/s remains binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.

The following documents shall be deemed to form and be read and construed as part of this agreement:

(i) Bidding documents, viz

- Invitation to bid;
- Tax clearance certificate;
- Pricing schedule(s);
- Filled in task directive/proposal;
- Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
- Declaration of interest;
- Declaration of bidder’s past SCM practices;
- Certificate of Independent Bid Determination
- Special Conditions of Contract;

(ii) General Conditions of Contract; and

(iii) Other (specify)

I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.

I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

I confirm that I am duly authorised to sign this contract.

NAME (PRINT) ……………………………………………
CAPACITY ……………………………………………
SIGNATURE ……………………………………………
NAME OF FIRM ……………………………………………
DATE ……………………………………………

WITNESSES

1. …………………………………
2. …………………………………

DATE: …………………………
CONTRACT FORM – RENDERING OF SERVICES
PART 2 (TO BE FILLED IN BY THE PURCHASER)

I…………………………………………….. in my capacity as…………………………………………………………
accept your bid under reference number SP-GG-DC/1 dated………………………for the rendering of
services indicated hereunder and/or further specified in the annexure(s).

An official order indicating delivery instructions is forthcoming.

I undertake to make payment for the goods/works delivered in accordance with the terms and
conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the
delivery note.

<table>
<thead>
<tr>
<th>DESCRIPTION OF SERVICE</th>
<th>PRICE (ALL APPLICABLE TAXES INCLUDED)</th>
<th>COMPLETION DATE</th>
<th>B-BBEE STATUS LEVEL OF CONTRIBUTION</th>
<th>MINIMUM THRESHOLD FOR LOCAL PRODUCTIO N AND CONTENT (if applicable)</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

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

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

NAME (PRINT) ............................................

SIGNATURE ..............................................

OFFICIAL STAMP

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

DATE .....................................................
DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

This Standard Bidding Document must form part of all bids invited.

It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

The bid of any bidder may be disregarded if that bidder, or any of its directors have-

a) abused the institution’s supply chain management system;
   b) committed fraud or any other improper conduct in relation to such system; or
   c) failed to perform on any previous contract.

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

<table>
<thead>
<tr>
<th>Item</th>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.1</td>
<td>Is the bidder or any of its directors listed on the National Treasury’s database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>4.1.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.2</td>
<td>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? To access this Register enter the National Treasury’s website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon “Register for Tender Defaulters” or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>4.2.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.3</td>
<td>Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>4.3.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.4</td>
<td>Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>4.4.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)……………………………………………………………………………………………..
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

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

..............................................................................................................................................................................
Signature                                                                                                          Date

..............................................................................................................................................................................
Position                                                                                                           Name of Bidder

Js365bW
SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.

2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a per se prohibition meaning that it cannot be justified under any grounds.

3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:

a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution’s supply chain management system and or committed fraud or any other improper conduct in relation to such system.

b. cancels a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.
CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: __________________________________________ that:

(Name of Bidder)

I have read and I understand the contents of this Certificate;

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

I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;

Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;

For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

(a) has been requested to submit a bid in response to this bid invitation;
(b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
(b) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

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.

In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

(a) prices;
(b) geographical area where product or service will be rendered (market allocation)
(c) methods, factors or formulas used to calculate prices;
(d) the intention or decision to submit or not to submit, a bid;
(e) the submission of a bid which does not meet the specifications and conditions of the bid; or
(f) bidding with the intention not to win the bid.

Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.
1. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

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

---------------------------------------------------------------------------------------------------
Signature                                           Date
---------------------------------------------------------------------------------------------------
Position                                           Name of Bidder
2. **The Contract**

2.1 **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:

**SP-GG-DC/1: Provisioning of Professional Quantity Surveying Services for the proposed Dinosaur Center, Golden Gate Highlands National Park**

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 contractor 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) *(Transferred from pricing schedule)*

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 form of offer 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 contractor in the conditions of contract identified in the contract data.

Signature .......................................................... Date ..........................................................

Name ............................................................

Capacity ..........................................................

**for the tenderer**

(Name and address of organization) ..........................................................

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

Name and signature of witness ..........................................................

..........................................................
**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 contractor 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:

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

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one signed and fully completed Form of Offer and Acceptance, including the schedule of deviations (if any). Unless the tenderer (now contractor) 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.

Signature ............................................. Date .........................

Name ........................................

Capacity ........................................

for the Employer  The South African National Parks 643 Leyds Street Muckleneuk PRETORIA 0002

Name and signature of witness Date .........................
## Schedule of Deviations

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. 
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, be the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here. 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. 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.

<table>
<thead>
<tr>
<th>Subject</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
</tr>
</tbody>
</table>

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.
2.2 Scope of Work

SANParks will be implementing this project to construct a Dinosaur Interpretation Center at Glen Reenen, Golden Gate Highlands National Park. A concept design was done by the architects and interpretation consultant and approved in 2010. Funding was made available by the National Department of Tourism in 2014. Please see rendering of current concept design at the end of this document as Annexure A.

This tender is for the Provisioning of Professional Quantity Surveying Services for the proposed Dinosaur Center, Golden Gate Highlands National, and the fee proposal must include the following:

- Basic fees for all stages (Stage 1 – 6)
- Disbursements
- Time based work – as and when required.

The current order of magnitude estimate for the development of the Interpretation Center is as follows (summarised construction costs):

<table>
<thead>
<tr>
<th>No</th>
<th>Description</th>
<th>Construction cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Primary elements</td>
<td>40 629 011.00</td>
</tr>
<tr>
<td>2</td>
<td>Special installations</td>
<td>11 304 115.00</td>
</tr>
<tr>
<td>3</td>
<td>Alterations</td>
<td>-</td>
</tr>
<tr>
<td>4</td>
<td>External Works &amp; Services</td>
<td>5 776 000.00</td>
</tr>
<tr>
<td>5</td>
<td>Preliminaries</td>
<td>6 925 095.12</td>
</tr>
<tr>
<td>6</td>
<td>Contingency allowances</td>
<td>3 231 711.06</td>
</tr>
<tr>
<td>7</td>
<td><strong>Estimate of Current Construction Cost</strong></td>
<td><strong>67 865 932.18</strong></td>
</tr>
<tr>
<td>8</td>
<td>Escalation (Pre-tender &amp; Contract period)</td>
<td>475 061.53</td>
</tr>
<tr>
<td></td>
<td><strong>Estimate of escalated construction cost at contract completion (Excluding VAT)</strong></td>
<td><strong>68 340 993.70</strong></td>
</tr>
</tbody>
</table>

Estimated Project duration: 24 months
Estimated Construction period: 15 months

2.3 Pricing Data

a) Pricing instructions

1. Special instructions to vendors
   1.1 Scope of work shall form part of the contract.

   1.2 Should a vendor have reasons to believe that the Technical Specification is not open and/or is written for a particular brand or product; the vendor shall notify Procurement Services within ten (10) days after publication of the bid.

   1.2 Bidders shall provide full and accurate answers to the mandatory questions posed in this document, and, where required explicitly state either “Comply/Not Comply” regarding compliance with the requirements. Bidders must substantiate their response to all questions, including full details on how their proposal/solution will address specific functional requirements. All documents as indicated must be supplied as part of the submission.

2 Requirements Background

SANParks must implement a project funded by the National Department of Tourism to construct a Dinosaur Interpretive Center in Golden Gate Highlands National Park. This project was initiated in 2008 and a concept design and interpretation strategy was developed.
by the appointed professionals. The implementation of the project became active in 2014 when funds were made available by National Treasury for this project. Various professionals will be appointed for the planning and design of the project, i.e. architect, display designer, quantity surveyor, civil & structural engineers, electrical and mechanical engineers. Project management will be done by SANParks.

3 Description of Service

SANParks aims to acquire the services of a service provider that can provide Professional Quantity Surveying Services for the proposed Dinosaur Center, Golden Gate Highlands National Park

4 Evaluation Criteria for BEE

Points awarded for B-BBEE Status Level of Contribution

4.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

<table>
<thead>
<tr>
<th>B-BBEE Status Level of Contributor</th>
<th>Number of points (90/10 system)</th>
<th>Number of points (80/20 system)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>10</td>
<td>20</td>
</tr>
<tr>
<td>2</td>
<td>9</td>
<td>18</td>
</tr>
<tr>
<td>3</td>
<td>8</td>
<td>16</td>
</tr>
<tr>
<td>4</td>
<td>5</td>
<td>12</td>
</tr>
<tr>
<td>5</td>
<td>4</td>
<td>8</td>
</tr>
<tr>
<td>6</td>
<td>3</td>
<td>6</td>
</tr>
<tr>
<td>7</td>
<td>2</td>
<td>4</td>
</tr>
<tr>
<td>8</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>Non-compliant contributor</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

4.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA’s approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.

4.2.1 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

4.2.2 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

4.2.3 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

4.2.4 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

4.2.5 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder
qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

4.2.6 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

5 Period of Service
 Estimated period: Successful companies will be on the panel to provide engineering services for the various projects for a period of 3 (three) years.

6 Payment Methods
 The Service Provider will invoice the SANParks once a month. The Service Provider will be expected to supply SANParks with Monthly statement and reconciliations of all transactions.

7 Specific Pricing Instructions

FEE PROPOSAL

Tenderers must provide a detailed fee proposal to allow comparable bids and to demonstrate the understanding requirements of this bid:

A. Financial offer:
- Basic Fees as per the estimated construction costs, and apportionment of fees (Stage 1 – 6). Please provide detail calculation sheet/information on how Basic Fees was calculated, indicate any discount, etc.

Transfer this amount to the Pricing schedule on Page 50.

- Disbursements (please complete schedule provided to determine the cost for this aspect).

<table>
<thead>
<tr>
<th>Disbursements</th>
<th>I accept that Dept. of Public Works rates will apply for Disbursements as stated. Please tick relevant box</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>The “Rates of Reimbursable Expenses” of the National Department of Public Works will apply for:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Typing &amp; duplicating</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Drawing duplication</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Travelling costs (km rates) limited to vehicles with a 2500cc capacity and smaller.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Should your company wish to submit different rates, this must be done as part of the fee proposal</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>The SANParks Subsistence Allowance for daily rates will apply, i.e. R 330/day for 12 hours or more.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

I accept that SANParks Subsistence Allowance for daily rates will apply | YES | NO |

Important Notes:
- Golden Gate Highlands National Park is approximately 380km from Pretoria, 760km roundtrip.
- Meetings will take place at least monthly on site in the park.
- SANParks will provide accommodation in the park should there be a need to stay over.
## Disbursements schedule: PLEASE COMPLETE

<table>
<thead>
<tr>
<th>Expense</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Printing, photocopying, maps</td>
<td></td>
</tr>
<tr>
<td>Provisional amount</td>
<td>10 000.00</td>
</tr>
<tr>
<td><strong>Sub-Total (A)</strong></td>
<td>10 000.00</td>
</tr>
<tr>
<td><strong>Transport</strong> (use roundtrip km from your office to Golden Gate)</td>
<td></td>
</tr>
<tr>
<td>Pre-construction</td>
<td>2</td>
</tr>
<tr>
<td>Construction</td>
<td>15</td>
</tr>
<tr>
<td>Close out</td>
<td>1</td>
</tr>
<tr>
<td><strong>Sub-Total (B)</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Accommodation</strong></td>
<td></td>
</tr>
<tr>
<td>Overnight accommodation: SANParks to provide accommodation</td>
<td>4 1 850 3 400.00</td>
</tr>
<tr>
<td><strong>Sub-Total (C)</strong></td>
<td>3 400.00</td>
</tr>
<tr>
<td><strong>Daily Allowance</strong></td>
<td></td>
</tr>
<tr>
<td>(12 hour or more away from station)</td>
<td></td>
</tr>
<tr>
<td>Pre-construction</td>
<td>2</td>
</tr>
<tr>
<td>Construction</td>
<td>15</td>
</tr>
<tr>
<td>Close out</td>
<td>1</td>
</tr>
<tr>
<td><strong>Sub-Total (D)</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Airfare (if applicable)</strong></td>
<td></td>
</tr>
<tr>
<td>Pre-construction</td>
<td>2</td>
</tr>
<tr>
<td>Construction</td>
<td>15</td>
</tr>
<tr>
<td>Close out</td>
<td>1</td>
</tr>
<tr>
<td><strong>Sub-Total (E)</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Rental vehicles (if applicable)</strong></td>
<td></td>
</tr>
<tr>
<td>Pre-construction</td>
<td>2</td>
</tr>
<tr>
<td>Construction</td>
<td>15</td>
</tr>
<tr>
<td>Close out</td>
<td>1</td>
</tr>
<tr>
<td><strong>Sub-Total (F)</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Telephone/Cell Phone/Fax</strong></td>
<td></td>
</tr>
<tr>
<td>Monthly allowance for communication</td>
<td>24</td>
</tr>
<tr>
<td><strong>Sub-Total (G)</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Travelling time</strong> (use hours for a roundtrip from your office to Golden Gate)</td>
<td></td>
</tr>
<tr>
<td>a) Principal QS (to attend all meetings)</td>
<td>18</td>
</tr>
<tr>
<td>b)</td>
<td></td>
</tr>
<tr>
<td>c)</td>
<td></td>
</tr>
<tr>
<td><strong>Sub-Total (H)</strong></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL (Excl VAT) (A+B+C+D+E+F+G+H)</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Transfer to Disbursement Cost on Pricing Schedule (Page 50)</strong></td>
<td>48</td>
</tr>
</tbody>
</table>
B. Time based fees

Provide a Schedule of Staff and applicable hourly rates (*For evaluation purposes only, and not to form part of Financial Offer*)

<table>
<thead>
<tr>
<th>No</th>
<th>Position</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
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<tr>
<td>3</td>
<td></td>
<td></td>
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<tr>
<td>4</td>
<td></td>
<td></td>
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<tr>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
2.3.2 Pricing Schedule

PRICING SCHEDULE: SP-GG-DC/1

PROVISIONING OF PROFESSIONAL QUANTITY SURVEYING SERVICES FOR THE PROPOSED DINOSAUR CENTER, GOLDEN GATE HIGHLANDS NATIONAL PARK

NOTE: The tender document requires the submission of a fee proposal for the following:

1. Project based fees based on detail proposal at estimated Project Value of R 68 340 993.70
2. Disbursements – as per calculations in Schedule provided

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

<table>
<thead>
<tr>
<th>Item No.</th>
<th>ITEM</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Basic fee to provide Quantity Surveying services for all stages (Stage 1 – 6)</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Disbursements</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Sub-Total</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Value Added Tax (14)</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><em>(Please transfer to Form of Offer, Page 42 &amp; SBD 1, Page 5)</em></td>
<td></td>
</tr>
</tbody>
</table>
Location of Tenderer:

This bid is submitted to provide quantity surveying services for the proposed Dinosaur Center in Golden Gate Highlands National Park. The project will be managed from the SANParks Head Office in Pretoria and companies in the Pretoria/Johannesburg area and Bloemfontein will be best placed to provide the service logistically. As such, a fully staffed office as per the requirements of this tender must be in a location that can service the project.

Please provide information on the physical location of the office from where the service will be conducted:

<table>
<thead>
<tr>
<th>Building/Premises</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Street Name &amp; Number</td>
<td></td>
</tr>
<tr>
<td>Town/City</td>
<td></td>
</tr>
<tr>
<td>Postal Code</td>
<td></td>
</tr>
</tbody>
</table>
## 2.4 Contract Data

### 2.4.1: Data Provided by Service Provider

<table>
<thead>
<tr>
<th>Clause</th>
<th>Description / Wording</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>The Service Provider is:</td>
</tr>
<tr>
<td></td>
<td>………………………………………………………….……..…………………………..</td>
</tr>
<tr>
<td></td>
<td>……………………………………………………………….……..………………………………….</td>
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<td>………………………………………………………….……..………………………………….</td>
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<td>……………………………………………………………………...………………………………….</td>
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<td>……………………………………………………………………...………………………………….</td>
</tr>
<tr>
<td></td>
<td>……………………………………………………………………...………………………………….</td>
</tr>
<tr>
<td>1.</td>
<td>The Service Provider’s address for receipt of communications and notices is:</td>
</tr>
<tr>
<td></td>
<td>Address (Postal):</td>
</tr>
<tr>
<td></td>
<td>………………………………………………………….……..………………………………….</td>
</tr>
<tr>
<td></td>
<td>……………………………………………………………….……..………………………………….</td>
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<tr>
<td></td>
<td>……………………………………………………………………...………………………………….</td>
</tr>
<tr>
<td></td>
<td>Address (Physical):</td>
</tr>
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<td>………………………………………………………….……..………………………………….</td>
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<td>……………………………………………………………….……..………………………………….</td>
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<td></td>
<td>……………………………………………………………………...………………………………….</td>
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<tr>
<td></td>
<td>Telephone Number (Work): ………………………………………………….…………………</td>
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<tr>
<td></td>
<td>Telephone Number (After Hours): ………………………………………………….….………</td>
</tr>
<tr>
<td></td>
<td>Facsimile Number: ………………………………………………………………</td>
</tr>
<tr>
<td></td>
<td>Electronic Mail Address (E-mail): …………………………………………………...</td>
</tr>
</tbody>
</table>

SP-GG-DC/1 QS Services Dinosaur Center, GGHNP
<table>
<thead>
<tr>
<th>Clause</th>
<th>Description / Wording</th>
</tr>
</thead>
</table>
| 5.3    | The authorised and designated representative of the Service Provider is:  
        Name: …………………………………………………………………………………………… |
|        | The postal address for receipt of communications is:  
        …………………………………………………………………………………………………… |
|        | …………………………………………………………………………………………………… |
|        | …………………………………………………………………………………………………… |
|        | …………………………………………………………………………………………………… |
|        | Telephone No: …………………………………………………………………………………… |
|        | Cellular Phone No: ……………………………………………………………………………… |
|        | Facsimile No: …………………………………………………………………………………… |
|        | Electronic Mail Address (E-mail): …………………………………………………………… |

| 5.5 and 7.1.2 | The Key Persons and their functions in relation to the Services are:  

<table>
<thead>
<tr>
<th>Name</th>
<th>Specific Duties</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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STANDARD PROFESSIONAL SERVICES CONTRACT
(July 2009)
(Third Edition of CIDB document 1014)
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, trademarks and other forms of intellectual property such as copyrights.

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

3.12.2 If the Employer has become entitled to the maximum penalty amount referred to in 3.12.1, he may after giving notice to the Service Provider:
   a) terminate the Contract
   b) complete the Services at the Service Provider’s cost.

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

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

3.14 Illegal and impossible requirements
The Service Provider shall notify the Employer immediately, on becoming aware that the Contract requires him to undertake anything which is illegal or impossible.
3.15 Programme
3.15.1 The Service Provider shall, within the time period set out in the Contract Data and whenever a programme is amended or revised, submit for the Employer's approval a programme for the performance of the Services which shall, *inter alia*, include:
   a) the order and timing of operations by the Service Provider and any actions, access to people, places and things and work required of the Employer and Others;
   b) the dates by which the Service Provider plans to complete work needed to allow the Employer and Others to undertake work required of them;
   c) provisions for float;
   d) the planned completion of the Services or part thereof in relation to a Period of Performance; and
   e) other information as required in terms of the Scope of Work or Contract Data.

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

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

3.15.3 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:
   \((\text{CPI}_n - \text{CPI}_s) / \text{CPI}_s\) where \(\text{CPI}_s\) = the indices specified in the Contract Data during the month in which the start date falls
   \(\text{CPI}_n\) = 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 sub-contracted, 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

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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 its 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

<table>
<thead>
<tr>
<th>NAME</th>
<th>TITLE</th>
<th>JOB DESCRIPTION</th>
<th>QUALIFICATIONS</th>
<th>ESTIMATED PERIOD OF ENGAGEMENT</th>
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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.

<table>
<thead>
<tr>
<th>South African National Parks</th>
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</thead>
<tbody>
<tr>
<td>Provision of Professional Quantity Surveying Services for Dinosaur Center, GGHNP, Parks Division</td>
</tr>
</tbody>
</table>

C.1.2 Contract Data


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

<table>
<thead>
<tr>
<th>Part 1: Data provided by the Employer</th>
</tr>
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<tbody>
<tr>
<td>Clause</td>
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<tr>
<td>--------</td>
</tr>
<tr>
<td>The Employer is South African National Parks</td>
</tr>
</tbody>
</table>
3.4 and 4.3.2 The authorised and designated representative of the Employer is:

Name: Antionet van Wyk
The address for receipt of communications is:
Telephone: 012 – 426 5126
Facsimile: 012 – 343 4666
E-mail: antionet.vanwyk@sanparks.org
Address: 643 Leyds Street, Muckleneuk, 0002

1 The Project is “Provision of Professional QS Services for the Dinosaur Center, GGHNP to Parks Division. ……… is appointed for a period of ……………………… from the appointment date from ……………… until ………………….

1 The Period of Performance is ………… and as per agreed programme for the project appointed for.

1 The Start Date is 1 April 2015.

3.4.1 Communications by e-mail / facsimile is not permitted.

3.5 The location for the performance of the Project is at Glen Reenen, Golden Gate Highlands National Park (GGHNP).

3.6 The Service Provider may not release public or media statements or publish material related to the Services or Project under any circumstances.

3.15 The programme shall be submitted within 4 weeks of the appointment for the project which forms part of the “Project” in 3.5 above.
<table>
<thead>
<tr>
<th>Clause</th>
<th>Description</th>
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<tbody>
<tr>
<td>3.15.2</td>
<td>The Service Provider shall update the programme at intervals not exceeding 4 weeks.</td>
</tr>
<tr>
<td>4.3.1(d)</td>
<td>The Service Provider is not required to assist in the obtaining of approvals, licenses and permits from the state, regional and municipal authorities having jurisdiction over the Project.</td>
</tr>
<tr>
<td>5.4.1</td>
<td>The Service Provider is required to provide professional indemnity cover in an amount of R 3,000,000 (Professional Indemnity Insurance in contract document refers) in respect of a claim without limit to the number of claims.</td>
</tr>
<tr>
<td>5.5</td>
<td>The Service Provider is required to obtain the Employer’s prior approval in writing before taking any of the following actions:</td>
</tr>
<tr>
<td>7.2</td>
<td>The Service Provider is required to provide personnel in accordance with the provisions of clause 7.2 and the Personnel Schedule as submitted under Point 2.4 Contract Data, Page 49 of contract document.</td>
</tr>
<tr>
<td>8.1</td>
<td>The Service Provider is to commence the performance of the Services within 30 Days of date that the Contract becomes effective, and after engagement for a specific project which forms part of the “Project” in 3.5 above.</td>
</tr>
<tr>
<td>8.2.1</td>
<td>The Contract is concluded when final completion issued.</td>
</tr>
<tr>
<td>8.4.3 (c)</td>
<td>The period of suspension under clause 8.5 is not to exceed 6 months.</td>
</tr>
<tr>
<td>9.1</td>
<td>Copyright of documents prepared for the Project shall be vested with the Employer.</td>
</tr>
</tbody>
</table>

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Insert number of weeks e.g. 5, if require more frequently than once a quarter.

Delete row if the Service Provider is required to do so. Reword as necessary.

State requirements for professional indemnity insurance, if any or refer to a Professional Indemnity Schedule if the requirements are located in such a schedule. Delete row if there are none.

List actions that require prior approval. Delete row if there are none.

Omit if this is not a requirement.

Insert number of day or amend as appropriate.

Delete row if standard provisions of Clause 8.2.1 are appropriate or state when the Contract is concluded.

State maximum period for suspension in number of weeks or months e.g. six months.

Enter Employer or Service Provider.
| 12.1 | Interim settlement of disputes is to be by adjudication. | Insert mediation or adjudication. |
| 12.2 / 12.3 | Final settlement is by arbitration. | Insert litigation or arbitration |
| 12.3.3 | The adjudicator is the person appointed by the agreement between the two parties. | Insert particulars of person or body who appoints adjudicator or delete if mediation is selected or delete row. |
| 12.4.1 | In the event that the parties fail to agree on an arbitrator, the arbitrator is nominated by Association of Arbitrators. | Delete if litigation is selected or insert the person or body who nominates the arbitrator e.g. Association of Arbitrators (Southern Africa) |
| 15 | The interest rate will be prime interest rate of the Employers bank. | Insert value of rates e.g. be prime interest rate of the Employers bank at the time that the amount is due. |
|  | The additional conditions of contract are:  
Value of site instructions on site not to exceed R 20,000 without the approval of the Employer. | Insert additional conditions of contract or delete row: |
C.1.2 Contract Data

Part 2: Data provided by the Service Provider

The Service Provider is advised to read the Standard Professional Services Contract (September 2005) published by the Construction Industry Development Board (see www.cidb.org.za) in order to understand the implications of this Data which is required to be completed.

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

<table>
<thead>
<tr>
<th>Clause</th>
<th>Data</th>
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</table>
| 1 | The Service Provider is.  
  Name: ..........................................................  
  Address: ............................................................  
  ..............................................................  
  Telephone: ........................................ Facsimile: ................... |

Guidance notes (delete column when document has been compiled and change Page Setup from landscape to portrait)

Insert name of employer

Insert project number

Insert title of project
5.3 The authorised and designated representative of the Service Provider is:

Name: ..............................................................................................................

The address for receipt of communications is:

Address: ...........................................................................................................
......................................................................................................................

Telephone: ............................................ Facsimile: ..............................................

1 The Period of Performance is ............... months.

5.5 The Key Persons and their jobs / functions in relation to the services are:

7.1.2

<table>
<thead>
<tr>
<th>Name</th>
<th>Specific duties</th>
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