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12/03/2024
public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

Private Bag X65, Pretoria, 0001. Tel (12) 406 1733
Central Government Offices, Cnr Madiba and Bosman Street, Pretoria

TENDER DOCUMENT

INVITATION TO TENDER FOR PROFESSIONAL SERVICES:

TOWN PLANNING SERVICES

FOR THE PROJECT

**DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE
JOHANNESBURG ERF 5347, 225 SMIT STREET SITE APPOINTMENT OF
SERVICE PROVIDER FOR GOVERNMENT PRECINCT DEVELOPMENT PLAN
WCS 056718**

**WCS: 056718
REFERENCE NO: 056718**

TENDER NO: H23/025AI

MARCH 2024

Name of tenderer:

**ISSUED BY:
THE DIRECTOR-GENERAL
DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE**

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T1: TENDERING PROCEDURES

T1.1 Notice and Invitation to Tender

T1.1.1 The words “tender” and “bid” in this document or any documents referred to in this document are interchangeable and are deemed to have the same meaning, similarly the words “tenderer” and “tendering Service Provider” are interchangeable and are deemed to have the same meaning. Unless inconsistent with the context, the masculine gender includes the feminine and neuter genders and *vice versa*, and the singular includes the plural and *vice versa*. In this document, words and expressions signified in the text by the use of capital initial letters, shall have the meanings defined in the Standard Professional Services Contract except where the context otherwise requires.

T1.1.2 The Government of the Republic of South Africa in its Department of Public Works invites tenders for the provision of **PROFESSIONAL TOWN PLANNING SERVICES** as further fully described in C3 Scope of Services hereof.

T1.1.3 The address for collection of tender documents and the telephone number of the tender section are as advertised in the Tender Bulletin.

T1.1.4 Tender documents may be collected on working days **between 07:30 and 12:45** and **between 13:30 and 15:30**.

T1.1.5 A non-refundable deposit of **R100.00** is payable, in cash only, on collection of the tender documents.

T1.1.6 Queries relating to these documents may be addressed to the Employer’s authorised and designated representative who is the departmental project manager:

Ms Lizelle Coetzee

Tel no: 012 406 1733

Cell no: 083 633 3606

Fax: N/A

Physical address: Cnr. Madiba and Bosman Street
Pretoria

Postal address: P.O BOX X65
Pretoria
0001

T1.1.7 The closing time for receipt of tenders is as advertised in the Tender Bulletin. Telephonic, facsimile, electronic and late tenders will not be accepted.

T1.1.8 Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in T1.2 Tender Data.

T1.2 Tender Data

T1.2.1 Standard Conditions of Tender

The conditions of tender are the **Standard Conditions of Tender** as contained in **Annexure C** of the **Construction Industry Development Board Standard for Uniformity in Engineering and Construction Works Contracts** as per Government Notice No. 423 published in Government Gazette No. 42622 of **8 August 2019** and as amended from time to time.

The Standard Conditions of Tender is not included in this tender document. Tenderers must obtain it on the CIDB’s Website at:

http://www.cidb.org.za/procurement/procurement_toolbox/cidb_pub/default.aspx

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Each item of data given below is cross-referenced to the clauses marked [C] in the Standard Conditions of Tender to which it mainly applies.

By submitting a tender in response to T1.1 Notice and Invitation to Tender above, the tenderer binds himself to a *pactum de contrahendo* (contract aimed at conclusion of another contract), the terms of which are contained in the Standard Conditions of Tender and T1.2 Tender Data.

Clause number	
[C.1.1]	The Employer is the Government of the Republic of South Africa in its Department of Public Works and Infrastructure.
[C.1.2]	<p>For this Contract the single volume approach is adopted.</p> <p>This procurement document has been formatted and compiled under the headings for a single volume approach as contained in table 5 of the CIDB's "Standard for Uniformity in Construction Procurement."</p> <p>The tendering Service Provider's attention is specifically drawn to the T2 Returnable Documents identified in the T2.1 List of Returnable Documents and in the T2.2 Returnable Schedules. The Returnable Documents must be obtained and the Returnable Schedules must be completed by a tenderer when submitting a tender. The tenderer must complete these documents, including the "Offer" document in C1.1 Form of Offer and Acceptance, and deliver his tender back to the Employer bound as it was received.</p> <p>The tender document, issued by the Employer, comprises the following separate identifiable documents collectively forming the "Tender Document in a single volume":</p> <p>The Tender T1: Tendering Procedures T1.1 Notice and Invitation to Tender T1.2 Tender Data</p> <p>T2: Returnable Documents T2.1 List of Returnable Documents T2.2 Returnable Schedules</p> <p>The Contract C1: Agreement and Contract Data C1.1 Form of Offer and Acceptance C1.2 Contract Data</p> <p>C2: Pricing Data C2.1 Pricing Assumptions C2.2 Activity Schedule</p> <p>C3: Scope of Services</p> <p>C4: Site Information</p>

[C.1.4]	The Employer's agent for the purpose of this tender is deemed to be the authorised and designated representative of the Employer, who will be the departmental project manager as noted in T1.1.6 Notice and Invitation to Tender.
[C.2.1]	<p>Tenders will only be considered for acceptance if (i.e. will only be regarded as responsive if):</p> <ol style="list-style-type: none"> 1. The tendering Service Provider is a town and regional planning practice and which is owned and controlled by registered professional planners, by at least a percentage determined by the South African Council for Planners in its Code of Professional Conduct, in terms of number, shareholding and voting power, who are registered in terms of the Planning Profession Act, 2002 (Act no 36 of 2002) and who will hereafter be referred to as registered principals of the practice or a multi-disciplinary professional practice, that also practises town and regional planning work, which division/section is under the fulltime supervision of a registered professional planner, and which is owned and controlled by registered professionals by at least a percentage determined by any of the relevant professional Councils for cases pertaining to multi-disciplinary practices/business undertakings, in their respective Codes of Professional Conduct, in terms of number, shareholding and voting power, who are registered in terms of the Architectural Profession Act, 2000 (Act no 44 of 2000), Landscape Architectural Profession Act, 2000 (Act no 45 of 2000), Engineering Profession Act, 2000 (Act no 46 of 2000), Project and Construction Management Professions Act, 2000 (Act no 48 of 2000) and/or Quantity Surveying Profession Act, 2000 (Act no 49 of 2000), Natural Scientist (Act No. 27 of 2003) or S24H of NEMA (Act No. 107 of 1998) and the Section 24H Registration Authority Regulations Professional and Technical Surveyors' Act (Act No. 40 of 1984) Planning Profession Act, 2002 (Act no 36 of 2002) and who will hereafter be referred to as registered principals. <p>In the event of any legal entity, as meant above, being a listed public Company on the stock exchange, the percentages related to ownership and control referred to are to be made relevant to persons duly appointed as Directors of such entity.</p> <ol style="list-style-type: none"> 2. Copies of certificates or other documentation clearly proving current professional registration with the relevant council, including registration numbers, of all the registered principals mentioned in 1 above are included with the tender as part of the returnable documentation. In the event of any legal entity, as meant above, being a private Company with shareholding, the same information/documentation as for registered principals must be provided with the tender, in respect of all Directors formally appointed to manage the business undertaking. Sole Proprietors, Partners in Partnerships, and Members of Close Corporations are principals as defined in 1 above and information/documentation in respect of such persons must be provided as described; 3. The information, required in respect of 1 and 2 above, has been provided for all Service Providers tendering in consortium or joint venture; 4. At least one registered professional planner, of whom the same documentation as in 2 above has been included in the tender, of the tendering Service Provider has been listed in C1.2.3, clause 7.1.2 Key Persons; <p>[The Employer retains the right to verify current professional registration required in terms of 2, 3 and 4 above with the relevant council as part of the tender evaluation process. In the event of any such person not currently being registered with the relevant council, it will render the tender as unacceptable (i.e. non-responsive) and excluded from further consideration.]</p> <ol style="list-style-type: none"> 5. All Returnable Documents mentioned in T2: Returnable Documents (T2.1 List of

Returnable Documents and T2.2 Returnable Schedules) have been included in the tender;

6. (a) The tendering Service Provider has provided the required information/documentation to enable an evaluation panel to perform functionality and risk assessments as described in 6(b) and 6(c) hereafter and referred to in T2.1 – sub paragraph 4;

(b) Tender offers are judged by an evaluation panel in terms of functionality, which functionality will be evaluated against the following criteria on a scoring system of 1 to 5, weighted as indicated:

Note: Failure to meet minimum functionality score will result in the tenderer being disqualified.

Functionality Criteria	Weighting Factor
<p>1. Attach a list of related urban design projects with valid reference letters or completion letters (not letters of appointment) to substantiate project experience.</p> <p>9 and more Projects = 5 Points 7-8 Projects = 4 Points 5-6 Projects = 3 Points Less than 5 projects =0 Points</p>	30
<p>2. A lead professional architect with architectural support (provide copy of qualification and updated CV).</p> <p>A lead professional architect with 1 Professional Architect = 5 points A lead professional architect with 1 Professional Architectural Technologist = 4 points A lead professional architect with 1 Candidate Architect = 3 points A lead professional architect without architecture support = 0 points</p>	25
<p>3. The following additional resources with professional registration (provide copies of qualification and updated CV's) with 3 years' experience (post registration):</p> <ol style="list-style-type: none"> 1. Professional Civil Engineer 2. Professional Electrical Engineer 3. Professional Civil Engineer: Transportation Specialist 4. Professional Town Planner 5. Professional Quantity Surveyor <p>All of the above resources with 3 years' experience (post-registration)= 5 points 3 to 4 resources with 3 years' experience (post-registration)= 4 points 1 to 2 resources with 3 years' experience (post-registration)=1 point No resources with 3 years' experience (post-registration)=0 points</p>	30
<p>4. FINANCIAL CREDIBILITY: Service provider should provide a letter which is not older than 3 months.</p> <p>Provide Bank Rating from Banking Institution to justify credit risk.</p> <p>(1) Bank Rating of 'A' 5 Points</p>	15

(2) Bank Rating of 'B'	4 Points	
(3) Bank Rating of 'C'	3 Points	
(4) Bank Rating of 'D'	2 Points	
(5) Bank Rating of 'E'	1 Point	
(6) No letter provided with required information	0 Points	
In case of a joint venture each bidder to submit its own Bank Rating		
Total		100 Points

(Weightings will be multiplied by the scores allocated during the evaluation process to arrive at the total functionality points)

Minimum functionality score to qualify for further evaluation:	50
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- (c) Tender offers are judged by an evaluation panel in terms of risk to the Employer. Such risk will be evaluated against technical and commercial risk criteria listed below. Such risk will be evaluated against the criteria listed below. Each criterion carries the same weight / importance and will be evaluated individually by the Bid Evaluation Committee appointed on the project. An assessment of unacceptable risk on any single criterion will constitute unacceptable risk for the award as a whole, resulting in the tender to be disqualified and removed from further consideration.

In order for the evaluation reports to be prepared by the Bid Evaluation Committee, the Tenderer is obliged to provide comprehensive information on form DPW-09 (PSB). Failure to complete the said form will cause the tender to be declared non-responsive and removed from any further consideration. Information provided in the returnable documentation must be provided in sufficient detail to enable the evaluation panel to evaluate the risk criteria set out below.

The Employer reserves the right to request further clarification, elucidation, additional documentation / information, etc. as may be required to evaluate the tender. The afore-mentioned can also entail that the persons, named in the schedule of Key Persons (C1.2.3 Data provided by the Service Provider, clause 7.1.2), be invited to an interview.

The information must be provided by the Tenderer within the stipulated time as determined by the Bid Evaluation Committee, failing which the tender offer will *mutatis mutandis* be declared non-responsive.

The risk criteria are as follows:

Technical risks:

Criterion 1: Experience on comparable projects during the past 5 years.

The tendering Service Provider's experience on comparable projects during the past 5 years. The number of current and previous comparable projects performed by the Tenderer as per the evaluation report prepared by the Bid Evaluation Committee, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (PSB), as well as, if necessary, of any additional work executed by the Tenderer, not reflected on form DPW-09 (PSB).

Aspects to be regarded as "comparable" includes (but may be extended according to circumstances): size of projects (measured against monetary value or other project quantifying parameters), nature of projects (building,

engineering, high/low rise, etc.), locality/area of execution (site-specific influences, knowledge of local conditions, etc.), complexity of project, projects for similar client department irrespective of end purpose of buildings/facilities created or in progress of being created and time scales of projects (normal, fast track, etc.) and stage of its/their development.

[An opinion will be formed by each of the members of an evaluation panel according to his/her assessment of the experience and performance of the tendering Service Provider from information submitted with the tender (in written-, report- and/or brochure format), and upon further investigations/reference checks that may be performed, for which purpose the tendering Service Provider must include names and contact particulars of present and previous Employers to whom services are/were rendered. The Employer retains the right to contact references not mentioned by the tendering Service Provider. Members of the evaluation panel will discuss their respective risk perceptions in order to reach consensus, failing which the specific risk will be put to the vote. **No risk assessment will be performed for this criterion in the absence of relevant information with the tender and will therefore render the tender as unacceptable and excluded from further consideration.]**

Criterion 2: Contractual commitment and quality of performance on comparable projects during the past 5 years.

Adherence to contractual commitments and quality of performance of comparable current and previous projects performed by the Tenderer as per the evaluation report prepared by the Bid Evaluation Committee, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (PSB), as well as, if necessary, of any additional work executed by the Tenderer, not reflected on form DPW-09 (PSB).

Aspects to be considered include but not limited to time management & programming, quality of detailed designs, extent of variations to scope due to shortcomings in original designs, compliance to relevant regulations, personnel resources & technical experience of representatives, turnover in representatives, decision making & problem solving skills, promptness and quality of contract administration in terms of reporting and issuing contract documents, attending site meetings, scope management, leadership and accountability, conformance to specification and quality compliance, risk identification and mitigation, all with respect to specific aspects of the project / comparable projects and the project tendered for.

[An opinion will be formed by each of the members of an evaluation panel according to his/her assessment of the experience and performance of the tendering Service Provider from information submitted with the tender (in written-, report- and/or brochure format), and upon further investigations/reference checks that may be performed, for which purpose the tendering Service Provider must include names and contact particulars of present and previous Employers to whom services are/were rendered. The Employer retains the right to contact references not mentioned by the tendering Service Provider. Members of the evaluation panel will discuss their respective risk perceptions in order to reach consensus, failing which the specific risk will be put to the vote. **No risk assessment will be performed for this criterion in the absence of relevant information with the tender and will therefore render the tender as unacceptable and excluded from further consideration.]**

Criterion 3: Suitably qualified and appropriately experienced human resources

Allocation of suitably qualified and appropriately experienced human resources, both in respect of principals and/or other staff (professional, technical and/or administrative) of the tendering Service Provider to the project, as described in the schedule of Key Persons in terms of clause 7.1.2 of the General Conditions of Contract, as proof that the tendering Service Provider will be able to react/respond appropriately to the Services required herein. The Company Organogram with CV's and certified ID's of all principals and employed workforce as well as proof of Professional Registration will be verified. Current and future workload of the tenderer in relation to capacity and capability will also be considered. The tenderer should demonstrate that he or she possesses the necessary professional and technical qualifications, and professional and technical competence in relation to the scope of work and service to be rendered.

[An opinion will be formed by each of the members of an evaluation panel according to his/her assessment of the qualifications and experience of the human resources allocated to the project in terms of the Key Persons (C1.2.3 Data provided by the Service Provider, clause 7.1.2), from information contained in curriculum/curricula vitae submitted with the tender. Members of the evaluation panel will discuss their respective risk perceptions in order to reach consensus, failing which the specific risk will be put to the vote. **No risk assessment will be performed for this criterion in the absence of relevant information / curricula vitae with the tender and will therefore render the tender as unacceptable and excluded from further consideration.]**

Criterion 4: Proof of Professional Indemnity Insurance

Confirmation of the required level of professional indemnity insurance specified in terms of Contract Data clause 5.4.1 (C1.2.3 Data provided by the Service Provider).

[If confirmation/proof of professional indemnity insurance is not duly confirmed in C1.2.3 Data provided by the Service Provider, the risk to Employer will be regarded as unacceptable and render the tender unacceptable on grounds of not being to specification. The Employer retains the right to request documentary proof of such insurance as part of the tender evaluation process. **Unconfirmed professional indemnity insurance will render the tender as unacceptable in terms of risk to the Employer and excluded from further consideration.]**

Criterion 5: Attendance of compulsory bid clarification meeting, if applicable

If applicable, submission of confirmation of DPW-16.1 (PSB) attendance of compulsory bid clarification meeting or proof of attending the compulsory virtual meeting by a suitably qualified and experienced representative of the tendering Service Provider in terms of clause [C.2.7] (T1.2 - Tender Data).

[Non-attendance, if compulsory in terms of [C.2.7], will be regarded as a risk to the Employer in that salient information required for tender purposes would not have been to the knowledge of the tendering Service Provider, rendering any resultant tender to be incomplete. **Non-attendance will render the tender a risk to the Employer and therefore excluded from further consideration.**

In the event of the clarification meeting not being compulsory, this risk criterion will not be applicable.]

Commercial risks:

The financial viability assessment evaluates the risk over the life of the service contract period, as to whether the tenderer will be able to deliver the goods and services which are specified in the contract and / or be able to fulfil guarantees

	<p>or warranties provided for in the contract in order to complete the project successfully for the amount tendered.</p> <p>Aspects to be considered include but not limited to, the respective rates tendered, bank rating, financial capability and capacity whether the tenderer has or has access to sufficient financial resources to deliver the goods or services described in the tender documentation (including fulfilling any guarantees or warranty claims), whether the tenderer is not subject to any current or impending legal action (either formal proceedings or notification of legal action) which could impact on the financial standing of the tenderer or the delivery of the goods or services, management accounts / financial report from auditors as proof of current liquidity, and company or any parent company or investor guarantee/s and financial statements.</p> <p>[An opinion will be formed by each of the members of an evaluation panel according to his/her assessment of the financial viability of the amount tendered in order to render the service. Members of the evaluation panel will discuss their respective risk perceptions in order to reach consensus, failing which the specific risk will be put to the vote. No risk assessment will be performed for this criterion in the absence of relevant information/ curricula vitae with the tender and will therefore render the tender as unacceptable and excluded from further consideration.]</p> <p>Other <u>project specific</u> risk criteria: Not Applicable</p> <p>Note: Any tender not complying with <u>all</u> of the above-mentioned stipulations will be regarded as non-responsive and will therefore <u>not</u> be considered for further evaluation.</p>
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[C.2.7]	<p>A tender clarification meeting will be held in respect of this tender by way of a Virtual Meeting.</p> <p>Attendance of said clarification meeting is compulsory.</p> <p>The particulars for said tender clarification meeting are: Location: N/A Venue: N/A Virtual Meeting: Microsoft Teams. To receive the meeting link, send an email to Lizelle.coetzee@dpw.gov.za as soon as you access the tender document before 10:00, 19 March 2024 or alternatively open your internet browser and search for "Join Microsoft Teams Meeting". Enter the following Meeting ID and Passcode. Meeting ID: 323 012 762 946 Passcode: VVzoEN Date: 19 March 2024 Starting time: 10:00 am</p>
[C.2.13.3]	<p>Each tender offer communicated on paper shall be submitted as an original. Each page of the tender document shall be initialled by the Authorised Signatory as per the Resolution of the Board of Directors, Consortia or Joint Venture in terms of PA15.1, PA15.2 or PA15.3.</p>

[C.2.13.4]	No Clause
[C.2.13.5]	<p>The Employer's addresses for delivery of tender offers are as advertised in the Tender Bulletin.</p> <p>In addition, the following identification details must be provided on the <u>back</u> of the envelope: Tenderer's name, contact address and telephone number and in the top left corner on the back of the envelope: "Tender no. " (and fill in the tender number as on the front page hereof) "WCS no. " (and fill in the WCS number as on the front page hereof) "Tender for Town Planning Services".</p>
[C.2.13.6]	A two-envelope procedure will not be followed.
[C.2.15]	The closing time for submission of tenders is as advertised in the Tender Bulletin.
[C.2.16]	The tender validity period is 84 days from date of tender closure.
[C.2.19]	The tenderer shall provide access for inspections to his offices as may be required by the Employer.
[C.2.22]	Not a requirement.
[C.2.23]	The tenderer is required to submit with his tender all documents listed in T2 Returnable Documents, T2.1 and T2.2.
[C.3.4]	<p>The time and location for opening tender offers are:</p> <p>Time: tenders will be opened immediately or as soon as possible after the closing time as advertised in the Tender Bulletin;</p> <p>Location: Room 121, Department of Public Works and Infrastructure, Central Government Offices, North Wing, Cnr Madiba and Bosman Street, Pretoria.</p>
[C.3.5]	A two-envelope procedure will not be followed.
[C.3.9.3]	"Notify the tenderer of all errors, omissions and/or rate imbalances that are identified in the tender offer and request the tenderer to, within a stipulated time, accept the total of prices as corrected in accordance with C.3.9.4."
[C.3.9.4]	<p>"In cases where tender offers contain errors, omissions and/or rate imbalances, these are to be corrected as follows:"</p> <p>"c) If the tenderer does not accept the corrected tender offer, or cannot reach consensus with the Employer on a corrected tender offer, the tenderer is to be classified as not acceptable/non-responsive and removed from further contention."</p>
[C.3.11]	The procedure for the evaluation of responsive tenders is Method 2: Financial Offer and Preference.
[C.3.17]	The number of paper copies of the signed contract to be provided by the employer is <u>one</u> .

T2: RETURNABLE DOCUMENTS

This tender document in its entirety, all returnable documents which must be attached to this tender document, and all returnable schedules must be returned when the tender is submitted.

T2.1 List of Returnable Documents (to be obtained/compiled by the tenderer and attached to this tender). All documents must be duly completed and signed where applicable.

1. Copies of present registration with the **South African Council for the Architectural Profession** as "Architectural Professional", with the registration numbers, of all the registered principals and professionals mentioned under T1.2 Tender Data, clause [C.2.1], item 2, as well as in C1.2.3 Data provided by the Service Provider, clause 7.1.2 Key Persons.
3. An exposition, with necessary annexures, in suitable format and in sufficient detail, providing all the information necessary for the evaluation panel to be able to evaluate the functionality and risk set out in T1.2 Tender Data, clause [C.2.1].

T2.2 Returnable Schedules (all bound into this tender document – to be completed by tenderer) All documents must be duly completed and signed where applicable.

T2.2.1 SUBSTANTIVE COMPLIANCE RESPONSIVENESS CRITERIA

Failure to submit fully completed documents as stated hereunder shall result in the tender offer being disqualified from further consideration:

1	<input checked="" type="checkbox"/>	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.
2	<input checked="" type="checkbox"/>	Tender offer must be properly received on the tender closing date and time specified on the invitation, completed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink. (All as per Standard Conditions of Tender).
3	<input checked="" type="checkbox"/>	Use of correction fluid is prohibited.
4	<input checked="" type="checkbox"/>	Submission of signed Form of Offer and Acceptance (C1.1)
5	<input checked="" type="checkbox"/>	Submission of DPW-09 (PSB): Particulars of Tenderer's Projects.
6	<input checked="" type="checkbox"/>	Submission of fully completed (C2.2.2) Activity Schedule for Value Based Fees OR (C2.2.3) Activity Schedule for Time Based Fees, whichever is applicable in accordance with C2.1.1.1.
7	<input checked="" type="checkbox"/>	Submission of acceptable Professional Indemnity insurance as per C1.2.3
8	<input type="checkbox"/>	Provide proof of valid professional registration, qualification, CV's and other documentation relating to registered principals and key personnel as contained in C2.1 (2) and 7.2.
9	<input type="checkbox"/>	Bidders must comply with DPW-21 (PSB): Record of Addenda to tender documents, if any.
10	<input checked="" type="checkbox"/>	Submission of DPW-16.1 (PSB): Tender Clarification Meeting Certificate signed by the authorised official and completion of bid briefing attendance register.
11	<input checked="" type="checkbox"/>	Registration on National Treasury's Central Supplier Database
12	<input checked="" type="checkbox"/>	A company with a lead Professional Architect with urban design experience with at least 6 years' relevant experience (post registration) with architectural support.
13	<input checked="" type="checkbox"/>	Required additional registered professional resources: 1. Professional Civil Engineer 2. Professional Electrical Engineer 3. Professional Civil Engineer: Transportation Specialist 4. Professional Town Planner 5. Professional Quantity Surveyor.
14	<input checked="" type="checkbox"/>	A lead Professional Architect, architectural support and required additional professional resources must be registered with relevant council. Provide proof of qualification and CVs

15	<input checked="" type="checkbox"/>	Required additional sub-consultant: 1. Facilities Manager (provide proof of qualification and CV)
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T2.2.2 ADMINISTRATIVE RESPONSIVENESS CRITERIA

The Employer reserves the right to request further information regarding the undermentioned criteria. Failing to submit further clarification and/or documentation within 7 calendar days from request will disqualify the tender offer from further consideration.

1	<input checked="" type="checkbox"/>	Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's.
2	<input checked="" type="checkbox"/>	Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.
3	<input checked="" type="checkbox"/>	All parts of tender documents submitted must be fully completed in ink and signed where required.
4	<input checked="" type="checkbox"/>	Submission of (PA-11): Bidder's disclosure
5	<input checked="" type="checkbox"/>	Submission of PA-16.1 (PSB): Ownership Particulars
6	<input checked="" type="checkbox"/>	Submission of documentation relating to risk assessment criteria as contained in C 2.1 of T1.2 Tender Data.
7	<input checked="" type="checkbox"/>	Data provided by the Service Provider (C1.2.3) fully completed.
8	<input checked="" type="checkbox"/>	Submission of (PA 40): Declaration of Designated Groups
9	<input checked="" type="checkbox"/>	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD). Insert the Supplier Registration Number on the form of offer, including proposed sub-consultants if any
10	<input checked="" type="checkbox"/>	Upon request, submission of fingerprints obtainable from local SAPS including any other additional documentation and information required for vetting purposes.
11	<input type="checkbox"/>	Upon request, submission of a fully completed security clearance application form with supporting documentation and information as required. The security clearance form will be provided by the Employer for projects requiring a security clearance.
12	<input checked="" type="checkbox"/>	Provide proof of valid professional registration with relevant council and ID copies for lead Professional Architect, architectural support and required additional registered professionals.
13	<input checked="" type="checkbox"/>	Attach a list of related projects with valid reference letters or completion letters (not letters of appointment) to substantiate the relevant experience, company profile with organogram relating to registered principals and key personnel as contained in 7.2
14	<input checked="" type="checkbox"/>	Provide copy of ID for Facilities Manager.
15	<input type="checkbox"/>	

Indicate administrative requirements applicable for specific goals, Tenderers will not be required to submit the below documents if not provided in the original tender proposals, Failure to comply with the criteria stated hereunder shall result in the tenderer not allocated points for specific goals.

1	<input checked="" type="checkbox"/>	Submission of (PA-16): Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022
2	<input checked="" type="checkbox"/>	A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Certificate issued by a SANAS accredited service provider

METHOD TO BE USED TO CALCULATE POINTS FOR SPECIFIC GOALS



7.1. For procurement transaction with rand value greater than R1 Million and up to R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 1 below are applicable.

Table 1

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	10	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	<ul style="list-style-type: none"> Official Municipal Rates Statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Any account or statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51% owned by black women (Mandatory)	4	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4.	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. <p>and</p> <ul style="list-style-type: none"> Medical Certificate indicating that the disability is permanent. <p>Or</p> <ul style="list-style-type: none"> South African Social Security Agency (SASSA) Registration indicating that the disability is permanent.

			Or National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).
5.	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	<ul style="list-style-type: none"> ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

7.2. For procurement transaction with rand value greater than R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 2 below are applicable.

NB. The use of one of goal numbers' 4 or 5 is mandatory. The BSC must select either one of the two, but not both.

Table 2

Serial No	Specific Goals	Preference Points Allocated out of 10	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	4	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	<ul style="list-style-type: none"> Official Municipal Rates Statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Any account or statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51% owned by black women (mandatory)	2	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

<p>4. <input type="checkbox"/></p> <p>OR</p>	<p>An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)</p>	<p>2</p>	<ul style="list-style-type: none"> • SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. <p>and</p> <ul style="list-style-type: none"> • Medical Certificate indicating that the disability is permanent. <p>Or</p> <ul style="list-style-type: none"> • South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. <p>Or</p> <p>National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).</p>
<p>5. <input type="checkbox"/></p>	<p>An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)</p>	<p>2</p>	<ul style="list-style-type: none"> • ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable

PA-16.1 (PSB): OWNERSHIP PARTICULARS

- NB:** 1. This form is to be read with the Notice and Invitation to Tender and [C.2.1] sub paragraphs 1 and 2 of the Tender Data pertaining to this Tender, and completed according to the definitions and information contained in said documents.
2. **Failure to complete this form may result in the tender being disqualified.**

Project title:	DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE JOHANNESBURG ERF 5347, 225 SMIT STREET SITE APPOINTMENT OF SERVICE PROVIDER FOR GOVERNMENT PRECINCT DEVELOPMENT PLAN WCS 056718
Tender / Quotation no:	H23/025AI

1. REQUIRED DOCUMENTARY PROOF

The following documentation must be included in the tender as part of the Returnable Documents. Failure to provide the said documentation may result in the tender being disqualified.

Legal Status of Tendering Entity: If the Tendering Entity is:	Documentation to be submitted with the tender:
a. A close corporation, incorporated prior to 1 May 2011 under the Close Corporations Act, 1984 (Act 69 of 1984, as amended)	Copies of the Founding Statement – CK1
b. A profit company duly registered as a private company. [including a profit company that meets the criteria for a private company, whose Memorandum of Incorporation states that the company is a personal liability company in terms of Section 8(2)(c) of the Companies Act, 2008 (Act 71 of 2008, as amended)].	Copies of: i. Certificate of Incorporation – CM1; ii. Shareholding Certificates of all Shareholders of the company, plus a signed statement of the company's Auditor, certifying each Shareholder's ownership / shareholding percentage relative to the total; and/or iii. Memorandum of Incorporation in the case of a personal liability company.
c. A profit company duly registered as a private company in which any, or all, shares are held by one or more other close corporation(s) or company(ies) duly registered as profit or non-profit company(ies).	Copies of documents referred to in a. and/or b. above in respect of all such close corporation(s) and/or company(ies).
d. A profit company duly registered as a public company.	Copy of Certificate of Incorporation – CM1, and a signed statement of the company's Secretary or Auditor confirming that the company is a public company.
e. A non-profit company, incorporated in terms of Section 10 and Schedule 1 of the Companies Act, 2008 (Act 71 of 2008, as amended).	Copies of: i the Founding Statement – CK1; and ii the Memorandum of Incorporation setting out the object of the company, indicating the public benefit, cultural or social activity, or communal or group interest.
f. A natural person, sole proprietor or a Partnership	Copy(ies) of the Identity Document(s) of: i. such natural person/ sole proprietor, or ii. each of the Partners to the Partnership.
g. A Trust	Deed of Trust duly indicating names of the Trustee(s) and Beneficiary (ies) as well as the purpose of the Trust and the mandate of the Trustees.

DETAIL OF ALL PARTNERS, PROPRIETORS, MEMBERS AND/OR SHAREHOLDERS OF THE SERVICE PROVIDER:

Full Name #	Identity Number	Relevant Professional Council	Professional Registration Number	Date of Ownership	Percentage Owned	Percentage Voting
Totals:					100%	100%

All registered principals, i.e. sole proprietors, partners in partnerships, members of close corporations and in the event of a legal entity being a private company with shareholding, all directors formally appointed to manage the business undertaking

DPW-09 (PSB): PARTICULARS OF TENDERER'S PROJECTS

Project title:	DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE JOHANNESBURG ERF 5347, 225 SMIT STREET SITE APPOINTMENT OF SERVICE PROVIDER FOR GOVERNMENT PRECINCT DEVELOPMENT PLAN WCS 056718		
Tender / quotation no:	H23/025AI	Closing date:	03/04/2024
Advertising date:	12/03/2024	Validity period:	84 calendar days

Note: The Tenderer is required to furnish the following particulars and to attach additional pages if more space is required.

1. PARTICULARS OF THE TENDERER'S CURRENT AND PREVIOUS COMMITMENTS

1.1. Current projects

Projects currently engaged in	Name of Employer or Representative of Employer	Contact tel. no.	Contract sum of Project	Scope of Services (Work stages appointed for – eg 1 to 6)	Work stages completed	Work stages in progress
1						
2						
3						
4						
5						
6						
7						

1.2. Completed projects

	Projects completed in the last 5 (five) years	Name of Employer or Representative of Employer	Contact tel. no.	Contract sum of Project	Scope of Services (Work stages appointed for – eg 1 to 6)	Date of appointment	Date of completion
1							
2							
3							
4							
5							
6							
7							
8							
9							

Name of Tenderer	Signature
	Date

PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

Name of Tenderer EME¹ QSE² Non EME/QSE (tick applicable box)

1. LIST ALL PROPRIETORS, MEMBERS OR SHAREHOLDERS BY NAME, IDENTITY NUMBER, CITIZENSHIP AND DESIGNATED GROUPS.

Name and Surname #	Identity/ Passport number and Citizenship##	Percentage owned	Black	Indicate if youth	Indicate if woman	Indicate if person with disability	Indicate if living in rural / under developed area/township	Indicate if military veteran
1.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
6.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
8.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
9.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
10.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

Where Owners are themselves a Company, Close Corporation, Partnership etc, identify the ownership of the Holding Company, together with Registration number
State date of South African citizenship obtained (not applicable to persons born in South Africa)

¹ EME: Exempted Micro Enterprise
² QSE: Qualifying Small Business Enterprise

2. DECLARATION:

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the Tenderer, hereby confirms that:

- 1 The information and particulars contained in this Affidavit are true and correct in all respects;
- 2 The Broad-based Black Economic Empowerment Act, 2003 (Act 53 of 2003), Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), National Small Business Act 102 of 1996 as amended and all documents pertaining to this Tender were studied and understood and that the above form was completed according to the definitions and information contained in said documents;
- 3 The Tenderer understands that any intentional misrepresentation or fraudulent information provided herein shall disqualify the Tenderer's offer herein, as well as any other tender offer(s) of the Tenderer simultaneously being evaluated, or will entitle the Employer to cancel any Contract resulting from the Tenderer's offer herein;
- 4 The Tenderer accepts that the Employer may exercise any other remedy it may have in law and in the Contract, including a claim for damages for having to accept a less favourable tender as a result of any such disqualification due to misrepresentation or fraudulent information provided herein;
- 5 Any further documentary proof required by the Employer regarding the information provided herein, will be submitted to the Employer within the time period as may be set by the latter;

Signed by the Tenderer

Name of representative	Signature	Date

DPW-16.1(PSB): TENDER CLARIFICATION MEETING CERTIFICATE

Project title:	DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE JOHANNESBURG ERF 5347, 225 SMIT STREET SITE APPOINTMENT OF SERVICE PROVIDER FOR GOVERNMENT PRECINCT DEVELOPMENT PLAN WCS 056718		
Tender / Quotation no:	H23/025AI	Reference no:	056718

This is to certify that I, _____

representing _____

attended the tender clarification meeting on: _____

I further certify that I am satisfied with the description of the work and explanations given at the tender clarification meeting and that I understand the work to be done, as specified and implied, in the execution of this contract.

Name of Tenderer	Signature	Date

Name of DPW Representative	Signature	Date

PA-11: BIDDER'S DISCLOSURE

Project title:	DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE JOHANNESBURG ERF 5347, 225 SMIT STREET SITE APPOINTMENT OF SERVICE PROVIDER FOR GOVERNMENT PRECINCT DEVELOPMENT PLAN WCS 056718.		
Tender / Quotation no:	H23/025AI	Reference no:	056718

1. PURPOSE OF THE FORM

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

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

2. BIDDER'S DECLARATION

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest³ in the enterprise, employed by the state?

YES NO

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

Full Name	Identity Number	Name of State institution

(³) the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

Effective date: July 2023

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

YES NO

2.2.1 If so, furnish particulars:

.....
.....

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

YES NO

2.3.1 If so, furnish particulars:

.....
.....

3. DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium⁴ will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

⁴ 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.

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

Effective date: July 2023

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

**I DECLARE THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.**

Name of Bidder	Signature	Date	Position

This form is aligned to SBD 4.

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".
For External Use

Effective date: July 2023

Page 3 of 3

PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

(legally correct full name and registration number, if applicable, of the Enterprise)

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

- 1 The Enterprise submits a Tender to the Department of Public Works in respect of the following project:

(project description as per Tender Document)

Tender Number: _____ *(Tender Number as per Tender Document)*

- 2 *Mr/Mrs/Ms: _____

in *his/her Capacity as: _____ *(Position in the Enterprise)*

and who will sign as follows:

be, and is hereby, authorised to sign the Tender, and any and all other documents and/or correspondence in connection with and relating to the Tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the Tender to the Enterprise mentioned above.

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

13			
14			
15			
16			
17			
18			
19			
20			

Note:

1. * Delete which is not applicable.
2. **NB:** This resolution must, where possible, be signed by all the Directors / Members / Partners of the Tendering Enterprise.
3. In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Tendering Enterprise (attach proof of shareholding / ownership hereto).
4. Directors / Members / Partners of the Tendering Enterprise may alternatively appoint a person to sign this document on behalf of the Tendering Enterprise, which person must be so authorized by way of a duly completed power of attorney, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Tendering Enterprise (proof of shareholding / ownership and power of attorney are to be attached hereto).
5. Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

ENTERPRISE STAMP

PA-15.2: RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

(legally correct full name and registration number, if applicable, of the Enterprise)

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

1. The Enterprise submits a Tender, in consortium/joint venture with the following Enterprises:

(list all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the consortium/joint venture)

to the Department of Public Works in respect of the following project:

(project description as per Tender Document)

Tender Number: _____ *(Tender Number as per Tender Document)*

- 1 *Mr/Mrs/Ms: _____

in *his/her Capacity as: _____ *(Position in the Enterprise)*

and who will sign as follows:

be, and is hereby, authorised to sign a consortium/joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the consortium/joint venture, in respect of the project described under item 1 above.

- 2 The Enterprise accept joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.
- 3 The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:

Physical address: _____

_____ *(code)*

Postal Address: _____

 _____ (code)

Telephone number: _____ Fax number: _____

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

The tendering enterprise hereby absolves the Department of Public Works from any liability whatsoever that may arise as a result of this document being signed.

Note:

1. * Delete which is not applicable.
2. **NB:** This resolution must, where possible, be signed by all the Directors / Members / Partners of the Tendering Enterprise.
3. In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Tendering Enterprise (attach proof of shareholding / ownership hereto).
4. Directors / Members / Partners of the Tendering Enterprise may alternatively appoint a person to sign this document on behalf of the Tendering Enterprise, which person must be so authorized by way of a duly completed power of attorney, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Tendering Enterprise (proof of shareholding / ownership and power of attorney are to be attached hereto).
5. Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

ENTERPRISE STAMP

PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the duly authorised representatives of the following legal entities who have entered into a consortium/joint venture to jointly tender for the project mentioned below: *(legally correct full names and registration numbers, if applicable, of the Enterprises forming a consortium/joint venture)*

1 _____

2 _____

3 _____

4 _____

5 _____

6 _____

7 _____

8 _____

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

A. The above-mentioned Enterprises submit a tender in consortium/joint venture to the Department of Public Works & Infrastructure in respect of the following project:

(project description as per Tender Document)

Tender Number: _____ *(tender number as per Tender Document)*

B. Mr/Mrs/Ms: _____
in *his/her Capacity as: _____ (position in theEnterprise)
and who will sign as follows: _____

be, and is hereby, authorised to sign the tender, and any and all other documents and/or correspondence in connection with and relating to the tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the tender to the Enterprises in consortium/joint venture mentioned above.

C. The Enterprises constituting the consortium/joint venture, notwithstanding its composition, shall conduct all business under the name and style of:

D. The Enterprises to the consortium/joint venture accept joint and several liability for the due fulfilment of the obligations of the consortium/joint venture deriving from, and in any way connected with, the Contract entered into with the Department in respect of the project described under item A above.

E. Any of the Enterprises to the consortium/joint venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days' written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the Department for the due fulfilment of the obligations of the consortium/joint venture as mentioned under item D above.

F. No Enterprise to the consortium/joint venture shall, without the prior written consent of the other Enterprises to the consortium/joint venture and of the Department, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the Department referred to herein.

G. The Enterprises choose as the *domicilium citandi et executandi* of the consortium/joint venture for all purposes arising from the consortium/joint venture agreement and the Contract with the Department in respect of the project under item A above:

Physical address: _____

_____ (code)

Postal Address: _____

_____ (code)

Telephone number _____ Fax number: _____

E-mail address: _____

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

The tendering enterprise hereby absolves the Department of Public Works & Infrastructure from any liability whatsoever that may arise as a result of this document being signed.

Note:

1. ** Delete which is not applicable.*
2. **NB:** *This resolution must be signed by all the Duly Authorised Representatives of the Legal Entities to the consortium/joint venture submitting this tender, as named in item 2 of Resolution PA-15.2.*
3. *Should the number of the Duly Authorised Representatives of the Legal Entities joining forces in this tender exceed the space available above, additional names, capacity and signatures must be supplied on a separate page.*
4. *Resolution PA-15.2, duly completed and signed, from the separate Enterprises who participate in this consortium/joint venture, must be attached to this Special Resolution (PA-15.3).*

PA-16: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

1. GENERAL CONDITIONS

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

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

1.2 Preference Points System to be applied

(tick whichever is applicable).

- The applicable preference point system for this tender is the **80/20** preference point system.
- The applicable preference point system for this tender is the **90/10** preference point system.
- Either the **90/10** or **80/20** preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender shall be awarded for:

1.3.1 Price; and

1.3.2 Specific Goals

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

CHOOSE APPLICABLE PREFERENCE POINT SCORING SYSTEM	<input checked="" type="checkbox"/> 80/20	<input type="checkbox"/> 90/10
PRICE	80	90
SPECIFIC GOALS	20	10
Total points for Price and Specific Goals	100	100

1.5 Breakdown Allocation of Specific Goals Points

<input type="checkbox"/> 1.5.1. For procurement transaction with rand value greater than R2 000, 00 and up to R1 Million (Inclusive of all applicable taxes) the specific goals listed in table 1 below are applicable.			
Table 1			
Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE which is at least 51% owned by black people (Mandatory)	10	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	<ul style="list-style-type: none"> Official Municipal Rates Statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Any account or statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Lease Agreement which is in the name of the bidder.
3.	An EME or QSE which is at least 51% owned by black women (Mandatory)	4	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4.	An EME or QSE which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. <p>and</p> <ul style="list-style-type: none"> Medical Certificate indicating that the disability is permanent. <p>Or</p> <ul style="list-style-type: none"> South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. <p>Or</p> <ul style="list-style-type: none"> National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).
5.	An EME or QSE which is at least 51% owned by black youth (Mandatory)	2	<ul style="list-style-type: none"> ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

☒ **1.5.2. For procurement transaction with rand value greater than R1 Million and up to R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 2 below are applicable.**

Table 2

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	10	<ul style="list-style-type: none"> • SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	<ul style="list-style-type: none"> • Official Municipal Rates Statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> • Any account or statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> • Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> • Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51% owned by black women (Mandatory)	4	<ul style="list-style-type: none"> • SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4.	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> • SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. <p>and</p> <ul style="list-style-type: none"> • Medical Certificate indicating that the disability is permanent. <p>Or</p> <ul style="list-style-type: none"> • South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. <p>Or</p> <p>National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).</p>
5.	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	<ul style="list-style-type: none"> • ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.



1.5.3. For procurement transaction with rand value greater than R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 3 below are applicable.

NB. The use of one of goal numbers' 4 or 5 is mandatory. The BSC must select either one of the two, but not both.

Table 3

Serial No	Specific Goals	Preference Points Allocated out of 10	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	4	<ul style="list-style-type: none"> • SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	<ul style="list-style-type: none"> • Official Municipal Rates Statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> • Any account or statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> • Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> • Lease Agreement which is in the name of the bidder.
3.	An FME or QSE or any entity which is at least 51% owned by black women (mandatory)	2	<ul style="list-style-type: none"> • SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4. <input type="checkbox"/>	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> • SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. <p>and</p> <ul style="list-style-type: none"> • Medical Certificate indicating that the disability is permanent. <p>Or</p> <ul style="list-style-type: none"> • South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. <p>Or</p> <p>National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).</p>
OR			
5. <input type="checkbox"/>	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	<ul style="list-style-type: none"> • ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable

Black people mean Africans, Coloureds and Indians, who - (a) are citizens of the Republic of South Africa by birth or descent;

or (b) became citizens of the Republic of South Africa by naturalisation - (i) before 27 April 1994; or (ii) on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalisation prior to that date. (BROAD-BASED BLACK ECONOMIC EMPOWERMENT ACT No 25899, 2003 of 9 JANUARY 2004).

- 1.6 Failure on the part of the tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals, if the service provider/ tenderer did not submit proof or documentation required to claim for specific goals will be interpreted to mean that preference points for specific goals are not claimed.
- 1.7 The organ of state reserves the right to require of a service provider/tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \mathbf{P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)} & \mathbf{or} & \mathbf{P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)} \end{array}$$

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1,2 and 3 above as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

Table 4: Specific goals for the tender and points claimed are indicated per the table below.

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black people	4	10		
2. Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area	2	2		
3. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black women	2	4		
4. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black people with disability	2	2		
5. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black youth.*	2	2		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

- 4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:
- i) The information furnished is true and correct;
 - ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
 - iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
 - iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

..... SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:
DATE:
ADDRESS:

Version: 1.3

C1: AGREEMENT AND CONTRACT DATA

C1.1 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:

TOWN PLANNING SERVICES

on the Project

DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE JOHANNESBURG ERF 5347, 225 SMIT STREET SITE APPOINTMENT OF SERVICE PROVIDER FOR GOVERNMENT PRECINCT DEVELOPMENT PLAN WCS 056718

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

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

The offered price for this service as described in C3 Scope of Services, inclusive of all applicable taxes ("all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies), is:

Rand (in figures) R

Rand (in words).....

.....

The amount in words takes precedence over the amount in figures. The award of the tender may be subjected to price negotiation with the preferred tender(s). The negotiated and agreed price will be considered for acceptance as **a firm and final offer**.

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

THIS OFFER IS MADE BY THE FOLLOWING LEGAL ENTITY: (cross out block which is not applicable)

Company or close corporation:
.....
.....
whose registration number is:
.....
whose income tax reference number is:
.....
and whose National Treasury Central Supplier Database (CSD) numbers are:
CSD supplier number:

OR

Natural person or partnership:
.....
.....
whose identity number(s) is/are:
.....
whose income tax reference number is/are:
.....
and whose National Treasury Central Supplier Database (CSD) numbers are:
CSD supplier number:

AND WHO IS (if applicable):

Trading under the name and style of:

AND WHO IS:

Represented herein, and who is duly authorised to do so, by: Mr/Mrs/Ms: In his/her capacity as: 	Note: A resolution / power of attorney, signed by all the directors / members / partners of the legal entity must accompany this offer, authorising the representative to make this offer.
--	---

SIGNED FOR THE TENDERER:

Name of representative	Signature	Date

WITNESSED BY:

Name of witness	Signature	Date

The tenderer elects as its *domicilium citandi et executandi* in the Republic of South Africa, where any and all legal notices may be served, as (physical address):

.....
.....

Other contact details of the Tenderer are:

Telephone no: Cellular phone no:

Fax no:

Postal address:

E-mail address:

Banker: Branch:

Acceptance

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

The terms of the Contract are contained in:

- Part C1 Agreements and Contract Data, (which includes this agreement)
- Part C2 Pricing Data
- Part C3 Scope of Services

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

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

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

Notwithstanding anything contained herein, this agreement comes into effect, if sent by registered post, 4 days from the date on which it was posted, if delivered by hand, on the day of delivery, provided that it has been delivered during ordinary business hours, or if sent by fax, the first business day following the day on which it was faxed. Unless the tenderer (now Service Provider) within seven working days of the date of such submission notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

For the Employer:

Name of signatory	Signature	Date

Name of Organisation:	Department of Public Works
Address of organisation:	

Witnessed by:

Name of witness	Signature	Date

Schedule of Deviations

Notes:

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

1.2.1. Subject:
Detail:

1.2.2. Subject:
Detail:

1.2.3. Subject:
Detail:

1.2.4. Subject:
Detail:

1.2.5. Subject:
Detail:

1.2.6. Subject:
Detail:

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.

C1.2 Contract Data

C1.2.1 Standard Professional Services Contract
The conditions applicable to this Contract are the **Standard Professional Services Contract (July 2009 edition)** published by the **Construction Industry Development Board (CIDB)**.

The Standard Professional Service Contract is not included in this tender document. Tenderers must obtain it on the CIDB's Website at:

http://www.cidb.org.za/procurement/procurement_toolbox/cidb_pub/default.aspx

C1.2.2 Data provided by the Employer

Clause	
1	<p>Contract Data</p> <p>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. Clauses stipulated in the Contract Data are in addition to or amendments to or replace the corresponding clauses in the STANDARD PROFESSIONAL SERVICES CONTRACT (July 2009) (Third Edition of CIDB document 1014).</p> <p>The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.</p> <p>The General Conditions of Contract in the Standard Professional Services Contract (July 2009) make several references to the Contract Data for details that apply specifically to this tender.</p>
1	<p>Period of Performance</p> <p>The Period of Performance is the period commencing from the date of signature of the letter of acceptance until the Service Provider has completed all Deliverables in accordance with the Scope of Services and in accordance with the approved baseline programme or within the approved extended programme as per Clause 3.15 of the Standard Professional Services Contract (July 2009).</p>
3.4.1	<p>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. Communication by e-mail is permitted but the originals of all contractual documents must be submitted. Email communication shall be deemed to have been delivered to the recipient one calendar day after sending.</p>
3.5	<p>The Services shall be executed in the Service Provider's own office and/or on the Project site as described in C3.2.2 Project description. No portion of the work may be performed by a person employed by the State. No portion of the work may be sublet to any other person or persons without the prior written approval of the Employer.</p>
3.6	<p>Omit the following: "... within two (2) years of completion of the Service ...".</p>
3.8.2	<p>The cost of preparation so negotiated shall not exceed the hourly tariff for time based fees as published at the time of the Employer's instruction and the hours will be as negotiated for each Category as defined in C2.1.3.2.</p>

	The cost, for incorporation into the Contract any variations to the Services as ordered by the Employer, shall be calculated according to the Service Provider's tendered price. Implementation of the variation in services to be rendered by the Service Provider, shall only proceed after a written agreement between the parties.		
3.9.1 (a)	A change in legislation takes place in accordance with the provisions of Clause 3.2 provided the change in legislation came into effect after the completion of the tender documentation approved by the Employer.		
3.9.1. (c)	"the Employer, its employees or clients and/or their agents" Only extension of time without cost will considered in case where a 3 rd party has caused a delay.		
3.9.1 (d)	No Clause.		
3.9.1 (e)	The contract is restarted following a suspension period of 2 years the Service Provider is entitled to a change in contract price based on the applicable fee scales as published at the time of uplifting the suspension. The applicable fee scales as published at the time of uplifting the suspension will only be applied to the remaining work stages following the suspension		
3.9.3	<p>"Upon receiving an application from the Service Provider to amend the period of performance and/or fees, the Employer shall assess the changes to the Contract Price and/or extension of the Period of Performance on the impact of the delay on the Services based on the fee structure that the Service Provider has tendered for and appointed on.</p> <p>Additional Services ordered by the Employer shall be assessed on time-based fees as tendered for and adjusted in terms of price adjustment to time-based fees for inflation as per 3.16.</p>		
3.9.4	The application for changes to the Period of Performance is subject to the delay being on the Critical Path of the approved programme and due to no fault of the Service Provider.		
3.12	<p>Penalty</p> <p>Period of Performance shall be sub dividable in separate target dates according to the programme for each assignment to be submitted in terms of clause 3.15 hereof.</p> <p>Without prejudice to his other remedies under the Contract or in law, the Employer shall have the right to recover all cost claimed by the contractor in the event that the contractor claimed for delays resulting from actions or non-actions of the Service Provider.</p> <p>The Employer shall further have the right to recover all other cost, including but not restricted to extended rental cost resulting from the delay caused directly or indirectly by the Service Provider, certifying incorrect work for payment, delay in the construction period, remedial cost to correct incorrect designs and or documentation, including omissions.</p> <p>Without prejudice to his other remedies under the Contract or in law, the Employer shall recover a penalty amount per day, stipulated in the table below per target date for the full period of the delay.</p> <p>In the event that the delay exceeds 30 days, the Employer will have the option to either:</p> <ul style="list-style-type: none"> (i) terminate the contract and recover any loss as a result of the termination from the Service Provider, or (ii) allow the Service Provider to continue with the Services after the agreement of a new target date and recover the penalty per calendar day, as stipulated in the table below for the full period of the delay. <p style="text-align: center;">CALCULATION OF PENALTIES</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td style="text-align: center;">VALUE OF THE PROJECT</td> <td style="text-align: center;">% PENALTIES OF FEES</td> </tr> </table>	VALUE OF THE PROJECT	% PENALTIES OF FEES
VALUE OF THE PROJECT	% PENALTIES OF FEES		

	1	1	UP TO	500,000	0.05000000	%
	2	500,001	UP TO	1,000,000	0.05000000	%
	3	1,000,001	UP TO	2,000,000	0.03750000	%
	4	2,000,001	UP TO	4,000,000	0.02500000	%
	5	4,000,001	UP TO	8,000,000	0.01875000	%
	6	8,000,001	UP TO	16,000,000	0.01250000	%
	7	16,000,001	UP TO	32,000,000	0.00781250	%
	8	32,000,001	UP TO	64,000,000	0.00468750	%
	9	64,000,001	UP TO	128,000,000	0.00273438	%
	10	128,000,001	UP TO	256,000,000	0.00156250	%
	11	256,000,001	UP TO	512,000,000	0.00087891	%
	12	512,000,001		and above	0.00048828	%
	<p>Recovering of cost and or penalties may be done in the following ways:</p> <ul style="list-style-type: none"> a) claim against professional indemnity insurance, or b) deduction from fee account, or c) direct payment to the contractor by the consultant, or d) litigation, or e) any other method available to the Employer 					
3.15.1	<p>A baseline programme for the performance of the Service shall be submitted by the Service Provider, identified as the principal agent in terms of C3.5.1 Service Providers, to the departmental project manager, within a period of seven (7) days following the briefing meeting 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:</p> <ul style="list-style-type: none"> 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. <p>The baseline programme will be the result of the co-ordination of all appointed Service Providers' inputs and shall be in sufficient detail describing key milestones, events and activities linked to the fastest realistic timeframes in which the Service can be delivered. Milestones and events are to be listed based on the Scope of Services described in part C3 of the various appointed Service Providers' tender documents and presented in bar chart format. No milestones may, at the co-ordination stage, be extended beyond the timeframes outlined in C3.2.2.3 Project Programme, unless approved by the Employer. The programme thus compiled and presented by the principal agent must be counter-signed by all appointed Service Providers as proof that the programme was agreed upon by all during the said co-ordination action. Such signed programme shall then constitute the Service Contract Period between the Employer and all the appointed Service Providers.</p> <p>In the event of the Employer not being satisfied with the submitted programme, the Parties will negotiate in good faith towards a programme that will be agreeable to both. Such an agreed-upon programme will form the basis for the management of the appointment, the Period of Performance and remuneration purposes of the respective Service Provider/s. Should circumstances change from the initial briefing, the Service Provider/s and the Employer will negotiate a revised programme to satisfy such change(s). Should the Parties fail to reach agreement on the programme or revised programme, the matter will be dealt with in terms of clause 12.1.2 of the General Conditions of Contract. Should the mediation process fail, the</p>					

	<p>Contract will be deemed to have been mutually terminated and any reasonable fees accrued at that stage settled by the Employer.</p> <p>Any failure to comply with the provisions of clause 3.15.1 <i>supra</i> and submit or re-submit the programmes of works or failure to submit the programme on the date required by the Employer, which request shall at all material times be reasonable and fair, shall constitute a material breach of the terms and condition of contract which entitles the Employer to terminate the contract with due regard to clause 8.4 (cidb Standard Professional Services Contract, July 2009).</p>
3.16.2	<p>The adjustment to the time-based fees shall be equal to:</p> $(CPI_n - CPI_s) / CPI_s$ <p>where CPI_s = the indices specified in the Contract Data during the month in which the start date falls CPI_n = the latest indices specified in Contract Data during the month in which the anniversary of the Start Date falls</p> <p>Where CPI_s = the index of StatsSA P0141 (Table B) for the month during which the tender closed. CPI_n = the index of StatsSA P0141 (Table B) for the month in which the anniversary of the tender date falls.</p> <p>The indices of StatsSA P0141 are available on the Website: http://www.statssa.gov.za/Publications/statsdownload.asp?PPN=P0141</p> <p>The formula for calculating the adjusted hourly rate will be:</p> $(((CPI_n - CPI_s) / CPI_s) \times \text{original hourly rate}) + \text{original hourly rate}$
4.1.1	<p>Briefing meeting: The departmental project manager shall arrange a briefing meeting, compulsory for all appointed Service Providers, as soon as practicable after the appointment of the professional team as referred to in C3.5.1 Service Providers, or after the appointment of the core members of the professional team required to commence with the Services if not appointed at the same time, during which meeting the departmental project manager, together with any supporting advisors, will verbally brief the professional team comprehensively regarding the requirements of the project and the Scope of Services and hand over, to the Service Provider/s, all documentation relevant to the execution of the Service.</p>
4.4	<p>Others providing Services on this Project are as listed in C3.5.1 Service Providers.</p>
5.4.1	<p>Minimum professional insurance cover as more comprehensively described in C1.2.3 Data provided by the Service Provider and in respect of which the Service Provider must provide proof of insurance as required.</p>
5.5	<p>The Service-Provider is required to obtain the Employer's prior approval in writing before taking, inter alia, any of the following actions:</p> <ol style="list-style-type: none"> appointing Subcontractors for the performance of any part of the Services; appointing Key Persons not listed by name in the Contract Data; travelling for which payment will be claimed, as defined in C2.1.6 Travelling and subsistence arrangements and tariffs of charges; deviate from the programme for each assignment; deviate from or change the Scope of Services; change Key Personnel on the Service; <p>1 Exclusion of authority/powers The Service Provider's authority to act and/or to execute functions or duties is excluded in respect of the matters listed below. The Employer shall retain its powers and authority as stipulated in the applicable clauses of the contract data which are relevant and applicable to the JBCC or GCC conditions of contract.</p>

- 1.1 Nomination of nominated or selected subcontractors;
- 1.2 Granting of extension of time and/or ruling on claims associated with claims for extension of time;
- 1.3 Acceleration of the rate of progress and determination of the cost for payment of such acceleration;
- 1.4 Rulings on claims and disputes;
- 1.5 Suspension of the works;
- 1.6 Final payment certificate;
- 1.7 Issuing of *mora* notices to the contractor;
- 1.8 Cancellation of the contract between the Employer and contractor.

Any claims, demands, notices, notifications, updated particulars and reports in writing, together with additional supporting documentation pertaining thereto, must be submitted by the contractor to the Service Provider, acting as principal agent, in respect of any of the matters listed in 1.1 to 1.8 above. This must be done within the time periods and in the format(s) as determined in the said/relevant conditions of contract. On receipt thereof, said Service Provider must study the documentation, obtain comments/advice/recommendations from the professional team members and submit a motivated recommendation to the Employer. This must be done timeously as to allow the Employer sufficient time to respond within the time periods and in the format(s) determined in said conditions of contract. The Employer's ruling will be copied to the Service Provider for information.

2 Limitation of authority/powers

The Service Provider's authority is **limited** in respect of the submission to the Employer of comments/recommendations/reports for prior endorsement/approval and further instructions. These pertain to any decision in respect of approval for/of:

- 2.1 Institution of or opposing litigation;
- 2.2 Issuing of variation orders/contract instructions/orders in writing which increase the value of the works/contract value and/or change the design of intended use of the project;
- 2.3 Instructions to embark on dayworks;
- 2.4 Dayworks rates;
- 2.5 Material quotes relating to dayworks;
- 2.6 Adjustment of general items relating to dayworks;
- 2.7 Expenditure on prime cost items;
- 2.8 Issuing of practical completion, completion, works completion, final completion and/or final approval certificates.

In respect of the matters listed in 2.1 to 2.8 above, the Service Provider must submit all necessary documentation in order to enable the Employer to formulate decisions and to obtain the Employer's formal endorsement/approval prior to acting and/or executing functions or duties in respect of the contract between the Employer and the contractor. This must be done timeously so as to allow the Employer sufficient time for decision-making in terms of the said conditions of contract.

Failure to adhere to the above stipulation will cause the Service Provider to be liable in terms of the Contract between Service Provider and Employer for all such unintended costs and damages.

5.8	The Service Providers shall finalize their work and complete the first final account were the contractor's contract has been terminated, where after the Service Providers contract shall terminate, unless the Employer elects to retain the services of the Service Providers'.
7.1.1	The Service Provider shall employ and provide all qualified and experienced Personnel required to perform the Services. Service Provider/s including personnel performing service must be fit and proper persons with positive security screening and South African identity document (south African citizens).
8.1	The Service Provider is to commence the performance of each assignment immediately with due diligence after the approval of the PROGRAMME as specified in clause 3.15 above. Failure to comply shall result in penalties in terms of clause 3.12 and / or termination in terms of 8.4.1.
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, if the extension

	<p>requested is below 20% of the original period of performance, and 60 days if more than 20% of the original period of performance or, inform the Service Provider that he is not entitled to an extension.</p> <p>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 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.</p>
8.4.1	<p>The Employer may terminate the Contract with the Service Provider:</p> <ul style="list-style-type: none"> (a) where the Services are no longer required; (b) where the funding for the Services is no longer available; (c) where the project has been suspended for a period of two (2) years or more; (d) if the Service Provider does not remedy a failure in the performance of his obligations under the Contract within fourteen (14) Days after having been notified thereof, or within any further period as the Employer may have subsequently approved in writing; (e) if the Service Provider becomes insolvent or liquidated; or (f) if, as the result of <i>Force Majeure</i>, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) Days; (g) should the Service Provider cease to exist or be incapacitated for whatever reasons, the Employer is entitled, if it so elects; (h) at its sole discretion, where the Service Provider is not performing Services in accordance with clause 5.1.1; (i) where the Service Provider has engaged in corrupt or fraudulent practices in tendering for the service contract, or in executing the service contract or in managing the construction contract. (j) at its sole discretion, where the Service Provider is in violation of clause 5.1.1.
8.4.3 (c)	The period of suspension under clause 8.5 is not to exceed two (2) years.
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 (d) and (e) of Clause 8.4.1.
8.4.6	Upon termination of this Contract or any part thereof, a copy of any drawings and documents produced pursuant to the Contract being ended and not previously provided by the Service Provider to the Employer shall be delivered to the Employer by the Service Provider within 7 working days after the date of termination.
8.4.7	Any deviation or failure to comply with the provision of clause 8.4.6 supra would entitle the Employer to withhold any payment due to the Service Provider and to invoke any other remedies available in law to enforce compliance therewith.
9.1	Copyright of documents prepared for the Project shall be vested with the Employer.
10.2	An assignment shall be valid only if it is a written agreement between the Employer and Service Provider 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.
12.1.2	Interim settlement of disputes is to be by mediation.
12.2.1	In the event that the Parties fail to agree on a mediator, the mediator is to be nominated by the Association of Arbitrators (Southern Africa).
12.3	No Clause.

12.4	No Clause.
12.5	Final settlement is by litigation.

13.1.3	All partners in a joint venture or consortium shall carry the same professional indemnity insurance as per clause 5.4.1 of the General Conditions of Contract.
13.4	Neither the Employer nor the Service Provider is liable for any loss or damage resulting from any occurrence unless a claim is formally made within 5 years from the date of termination or completion of the Performance Contract.
13.5	The amount of compensation is as per Clause 5.4.1.
13.6	No Clause.
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 and source documents, which are correct in all respects. If the Service Provider does not receive payment by the due date, he shall be entitled to charge interest on the unpaid amount, at the Prescribed Rate of interest as determined by the appropriate Minister at the time when <i>mora</i> interest is charged.
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 sixty 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	In respect of any amount owed by the Service Provider to the Employer, the Service Provider shall pay the Employer interest at the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act no1 of 1999).

C1.2.3 Data provided by the Service Provider

Clause	
	Each item of data given below is cross-referenced to the clause in the General Conditions of Contract to which it mainly applies.
1	The Service Provider is the company, close corporation, natural person or partnership named in C1.1 Form of Offer and Acceptance by the tendering Service Provider.
5.3	The authorised and designated representative of the Service Provider is the person named in the resolution PA-15.1, PA-15.2 or PA-15.3 by the tendering Service Provider.

5.4.1

Indemnification of the Employer

I, the undersigned, being duly authorized by the Service Provider, in terms of the completed resolution (PA-15.1, PA-15.2 or PA-15.3)

.....(Name of authorized person)

hereby confirm that the Service Provider known as:

.....(Legal name of entity tendering herein)

tendering on the project:

.....

.....(Name of project as per C1.1 Form of offer and acceptance)

holds professional indemnity insurance cover, from an approved insurer, duly registered with the Finance Services Board, of not less than R1.5 Million at the time of tender.

I shall submit proof of acceptable Professional Indemnity insurance where the minimum insurance cover is R1,5 Million or 15% of the Value of the Work for the applicable discipline, whichever the greater, to the Client Representative within 30 days upon completion of the planning based on the pre-tender estimate, prior to the commencement of construction. The limit of indemnity will remain intact for Each and Every Claim, no matter how many claims are made. .

I further confirm that should the professional indemnity insurance, with no knowledge of the Employer, be allowed to lapse at any time or in the event of the Service Provider cancelling such professional indemnity insurance, with no knowledge of the Employer, at any time or if such professional indemnity cover is not sufficient, then the Service Provider, (i) accepts herewith full liability for the due fulfilment of all obligations in respect of this Service; and (ii) hereby indemnifies, and undertakes to keep indemnified, the Employer in respect of all actions, proceedings, liability, claims, damages, costs and expenses in relation to and arising out of the agreement and/or from the aforesaid Service Provider's intentional and/or negligent wrongful acts, errors and/or omissions in its performance on this Contract.

I confirm that the Service Provider undertakes to keep the Employer indemnified, as indicated above, beyond the Final Completion Certificate/Final Certificate by the Employer (whichever is applicable) for a period of five (5) years after the issue of such applicable certificate.

I confirm that the Service Provider renounces the benefit of the *exceptionis non causa debiti, non numeratae pecuniae* and *excussionis* or any other exceptions which may be legally raised against the enforceability of this indemnification.

Notwithstanding the indemnification required above, the Employer reserves the right to claim damages from the Service Provider for this Project where the Service Provider neglects to discharge its obligations in terms of this agreement.

NAME:

CAPACITY:

SIGNATURE:

7.1.2	<p>As an extension of the definitions contained in clause 1 hereof, Key Persons must, for the purposes of this Contract, include one or more of the professionally registered principal(s) of the Service Provider, and/or, one or more professional(s) employed to render professional services, for whom copies of certificates or other documentation clearly proving current professional registration with the relevant council, including registration numbers, must be included with the tender as part of the returnable documentation.</p> <p>The Key Persons and their jobs / functions in relation to the Services are:</p>		
	Name	Principal and/or employed professional(s)	Specific duties
	1.		
	2.		
	3.		
	4.		
	5.		
	6.		
	7.		
	8.		
	9.		
	10.		
7.2	A Personnel Schedule is required.		
<p>If the space provided in the table above is not sufficient to describe the specific duties, this space may be utilized for such purpose:</p>			

C2: PRICING DATA

C2.1 Pricing Assumptions

C2.1.1 Basis of remuneration, method of tendering and estimated fees

C2.1.1.1 Professional fees for **Town Planning Services** will be paid on a **time basis as per the prescribed DPWI Rates for Reimbursable Expenses obtainable on the Employers Website: <http://www.publicworks.gov.za/> under “Documents”; “Consultants Guidelines”**

C2.1.1.2 **Tenderers are to tender:**

The different rates for the different levels in C2.2.2 Activity Schedule for Time Based Fees, column (c) all as set out below.

C2.1.2 Remuneration for **Town Planning Services**

C2.1.2.1 **Professional fees for Services rendered by the Service Provider shall be calculated as follows:**

- **The different rates tendered for the different levels in “C2.2.2 Activity Schedule for Time Based Fees”, column (c), multiplied by the actual number of hours spent plus Value Added Tax, all according to the provisions under C2.1.3.**

C2.1.2.2 Reimbursable rates for typing, printing and duplicating work and forwarding charges as set out under C2.1.5 herein will be paid in full, irrespective of the rates tendered as referred to in C2.1.1.2 and C2.1.2.1 above.

C2.1.2.3 The site, and/or venues for meetings, and/or offices for applications must be visited as often as the Services require for the execution of all duties on the Project. The Service Provider must be available at 48 hour notice if so required.

C2.1.2.4 All fee accounts are to be signed by a principal of the Service Provider and submitted in original format, failing which the accounts will be returned. Copies, facsimiles, electronic and other versions of fee accounts will not be considered for payment.

C2.1.2.5 For all Services provided on a time basis, time sheets giving full particulars of the work, date of execution and time duration, should be submitted with each fee account.

C2.1.2.6 Payments to the Service Provider will be made electronically according to the banking details furnished by the Service Provider. Any change in such banking details must be communicated to the departmental project manager timeously. Fee accounts, correct in all respects, will be deemed submitted when received by the Employer and settled when electronically processed by the Employer. The Employer reserves the right to dispute the whole account, any item or part of an item at any time and will deal with such case in terms of clause 14.3 of the General Conditions of Contract.

C2.1.2.7 Accounts for Services rendered may be submitted on the successful completion of each stage of work as per the agreed PEP. No interim accounts prior to completion of stages will be entertained. Payment of accounts rendered will be subject to the checking thereof by the departmental project manager. The Employer reserves the right to amend the amounts claimed in order to conform to the rates stipulated in this Contract and make payment on the basis of the balance of the account in accordance with clause 14.3 of the General Conditions of Contract.

C2.1.2.8 The cost of all site Personnel, rendering standard services, will be deemed to be included in the applicable fees as stated in C2.1.1.1 above.

C2.1.2.9 Fee accounts shall be submitted on the Employer's prescribed format, if available, obtainable on the Employer's Website: <http://www.publicworks.gov.za/> under “Documents”; “Consultants Guidelines”.

C2.1.3 Time based fees

C2.1.3.1 Where time based fees are payable (if basis of remuneration has been set at "time basis" according to C2.1.1.1), the various rates per hour tendered for the various levels in C2.2.2 Activity Schedule for Time Based Fees (column (c) "Tenderer's rates for Time Based Fees") and the principles as laid down below will be used. These various rates will annually be adjusted for inflation as determined by clause 3.16.2 of the Contract, as amended in the Contract Data in C1.2.2. The time based rates applicable at the time of the execution of the work, may be claimed.

C2.1.3.2 The various levels (referred to in C2.2.2 Activity Schedule for Time Based Fees) are the levels referred to in the scale of fees on time charges, on which Value Added Tax is excluded, shall be at the rates per hour, rounded off to the nearest rand **as per the prescribed DPWI Rates for Reimbursable Expenses obtainable on the Employers Website: <http://www.publicworks.gov.za/> under "Documents"; "Consultants Guidelines"**

Hourly rates calculated in terms of all the above shall be deemed to include overheads and charges in respect of time expended by clerical Personnel which shall, therefore, not be chargeable separately.

C2.1.3.3 Work will be remunerated for at the level in which it falls as defined in C2.1.3.2 above, irrespective of whether the person who in fact executed the work functions at a higher level of responsibility and competence.

C2.1.3.4 All fees claimable on an hourly basis must be substantiated by a comprehensive time sheet indicating the date, name of person whom rendered the service, description of the service rendered, the number of hours spent in rendering the service, the applicable rate per hour in terms of this agreement and the total amount claimed per incident. The Employer reserves the right to validate the information provided by the Service Provider and will remunerate the Service Provider on what is deemed to be fair and reasonable.

C2.1.4 Set off

The Employer reserves the right to set off against any amount payable to the Service Provider, any sum which is owing by the Service Provider to the Employer in respect of this or any other project.

C2.1.5 Typing, printing and duplicating work and forwarding charges

C2.1.5.1 Reimbursable rates

The costs of typing, printing and duplicating work in connection with the documentation which must of necessity be done, except those which must in terms of the relevant Manual or other instructions be provided free of charge, shall be reimbursable at rates applicable at the time of the execution of such work. The document "Rates for Reimbursable Expenses" as amended from time to time and referred to below, is obtainable on the Employer's Website: <http://www.publicworks.gov.za/> under "Documents"; "Consultants Guidelines"; item 1.

C2.1.5.2 Typing and duplicating

The typing of correspondence, appendices and covering letters are deemed to be included in the value based fees and time based fees paid.

C2.1.5.3 Drawing duplication

(a) For drawing duplication the standard rate as set out in Table 2 in the "Rates for Reimbursable Expenses" may be claimed **or** may be claimed according to the provisions as in (b) or (c) below.

(b) If the Service Provider undertakes the duplication of drawings, using his own duplication equipment, he shall be paid the actual cost incurred on condition that it is not higher than the lowest of three quotations of local firms doing drawing duplication in his locality. Such quotations must accompany his account.

(c) If the Service Provider does not undertake his own drawing duplication, he shall be paid the lowest of three quotations of local firms doing plan printing in his locality. Such quotations must accompany his account.

(d) Should there not be three firms doing drawing duplication in his locality, it must be mentioned on his account and the available quotation(s) must then accompany the account.

(The cost of providing all polyester negative prints required to form part of the original set of drawings, as-built drawings including computer assisted drawing records for all facets/disciplines involved in the project are included in the tendered fees and will not be reimbursed separately.)

C2.1.5.4 Forwarding charges

(a) Only the charges in respect of the forwarding of parcels by courier or air freight on special request by the Employer will be refunded, provided that such charges will not be refunded if the request had been made as a result of a delay caused by the Service Provider.

(b) The cost of postage, facsimile transmissions, telephone calls, e-mails, etc., is deemed to be included in the value based fees and time based fees paid.

C2.1.6 Travelling and subsistence arrangements and tariffs of charges

When the Service Provider is requested in writing by or obtained prior approval in writing from the Employer to attend specific meetings at any of the Employer's offices or any extraordinary meetings on site or elsewhere, he will be remunerated according to the provisions under C2.1.6.1 to C2.1.6.5 herein.

C2.1.6.1 General

The most economical mode of transport is to be used taking into account the cost of transport, subsistence and time. Accounts not rendered in accordance herewith may be reduced to an amount determined by the Employer.

As the tariffs referred to hereunder are adjusted from time to time, accounts must be calculated at the tariff applicable at the time of the expenditure.

Where journeys and resultant costs are in the Employer's opinion related to a Service Provider's mal-performance or failure, in terms of this Contract, to properly document or co-ordinate the work or to manage the Contract, no claims for such costs will be considered.

C2.1.6.2 Travelling time

In the case of an appointment on a percentage basis, total travelling time less two hours, will be fully reimbursed. In the case of an appointment on an hourly basis, travelling time will be fully reimbursed. No travelling time will be paid in respect of journeys to DPWI Head Office or the office of the Departmental Project Manager without prior approval in writing.

C2.1.6.3 Travelling costs

Fees for travelling costs are as set out in Table 3 in the "Rates for Reimbursable Expenses".

Travelling costs will be refunded for the full distance covered per return trip measured from the office of the Service Provider appointed.

Compensation for the use of private motor transport will be in accordance with the Government tariff for the relevant engine swept volume, up to a maximum of 3000 cubic centimetres, prescribed from time to time and as set out in Table 3 in the "Rates for Reimbursable Expenses".

C2.1.6.4 Hired vehicles

In cases where use is made of hired vehicles, the most economical sized vehicle available is to be used but compensation shall nevertheless be restricted to the cost of a hired car not exceeding a capacity of 1300 cc. Where use of a special vehicle is essential (e.g. four track or minibus to accommodate more people), prior approval in writing must be obtained from the departmental project manager.

C2.1.6.5 Subsistence allowance

Subsistence costs associated with travelling for this service as tendered under C2.2 Activity Schedule, will annually be adjusted for inflation for the full duration of the Service Contract Period, as determined by clause 3.16.2, of the Contract, as amended in the Contract Data in C1.2.2. The rates claimable are the rates applicable at the time of the execution of the work.

Subsistence cost associated with travelling undertaken in excess of the original Service Contract Period in terms of 3.15.1 of Contract Data will be in terms of Tables 4 and 5 in the "Rates for Reimbursable Expenses" as published by the NDPWI from time to time.

Should the daily tariff as set out in Table 4 be inadequate, substantiated actual costs plus a special daily allowance as shown in Table 5 for incidental expenses, may be claimed. It must be noted that claims may only be according to Table 4 or Table 5. Accommodation should be limited to the equivalent of a three-star hotel and no alcoholic beverages or entertainment costs may be claimed for.

C2.2 Activity Schedule

C2.2.1 Activities

The tenderer must make provision for all activities necessary for the execution of the service as set out in C3 Scope of Services hereof.

C2.2.2 Activity Schedule for Time Based Fees

ACTIVITY SCHEDULE FOR TIME BASED FEES

Tenderer's Rates for Time Based Fees

Level of prof. and tech. staff as defined in C2.1.3.2	(c) Tenderer's rates for rendering town planning Services @ Time Based Fees	X	(d) Estimated hours for each level	(c)x(d) Financial Offer by Tenderer for Time Based Fees	
Category A	R	X	h	= R	(1)
Category B	R	X	h	= R	(2)
Category C	R	X	h	= R	(3)
Total Time-based Fees (1+2+3+4)				= R	(5)

Appointment of sub-consultants / specialists (TASK BASED)

The following professional disciplines will have to be sub-contracted by the Service Provider (provided that the bidding company does not have in-house capacity) to assist in completing the objective of this project.

Description	Quantity	Unit	Rate	Value	
As direct sub-consultant, to be appointed by the Service Provider, for:	(type in quantity required)		R	= R	(6)
As direct sub-consultant, to be appointed by the Service Provider, for:	(type in quantity required)		R	= R	(7)
As direct sub-consultant, to be appointed by the Service Provider, for:	(type in quantity required)		R	= R	(8)
As direct sub-consultant, to be appointed by the Service Provider, for:	(type in quantity required)		R	= R	(9)
As direct sub-consultant, to be appointed by the Service Provider, for:	(type in quantity required)		R	= R	(10)
As direct sub-consultant, to be appointed by the Service Provider, for:	(type in quantity required)		R	= R	(11)

As direct sub-consultant, to be appointed by the Service Provider, for:	(type in quantity required)		R	= R	(12)
Sub-total Sub-consultants / Specialists (6-12)				= R	(13)
Administration of Sub-consultants (10% of 21 below)				= R	(14)
Total Sub-consultants / Specialists (13+14)				R	(15)
Additional Services					
Any other additional services that may be required by Employer.		Hours	R	= R	(16)
Total Additional Services (16)				= R	(17)
Total Travelling Disbursements (Table A below)				R	(18)
Sub-total of Total time based fees + Total sub-consultants/Specialists + Total additional services + Total travelling disbursements (5+15+17+18)				R	(19)
Add VAT @ 15% (15) X current VAT rate				R	(20)
<u>TOTAL FINANCIAL OFFER FOR TIME BASED FEES CARRIED FORWARD TO THE FORM OF OFFER AND ACCEPTANCE (19+20)</u>				R	(21)

- NOTE:**
1. Total Financial Offer for Value Based Fees **must be carried over to C1.1 Form of Offer and Acceptance as per (21) above**, if this tender is for time-based fees. Failure to carry this amount over to the Form of Offer and Acceptance **will render the Bid Non-responsive** as the Form of Offer **must be fully** completed.
 2. Remuneration for time based appointments will be calculated as determined in C2.1.2 (i.e. for each level: the actual number of hours multiplied by the tendered rates in (c) above).
 3. Any Additional Services, not provided for in the Activity Schedule above, which become necessary/required in terms of the C3: Scope of Services at any stage of the Service after constitution of the contract, requiring further sub-contracting, will be the subject of prior negotiation with, and approval by, the department project manager, who will instruct the Service Provider on the procedure for such negotiation and the approvals required in the process. **Any additional services, procured on sub-contracting basis, without the involvement of the departmental project manager, will not be reimbursed.**
 4. Time spent on travelling, as well as any other travel related expenses such as travelling costs, subsistence allowance and accommodation is deemed to be included in the Traveling Disbursements per return trip to site as per **(18)** above.
 5. In the event of a variation in the Service Contract Period which results in additional travelling over and above the allowed number of trips in **Table A**, the additional Traveling will be paid in accordance with the "Rates for Reimbursable Expenses" as amended from time to time and referred to below, is obtainable on the Department's Website: <http://www.publicworks.gov.za/Consultants.asp> or from the Departmental Project Manager. These expenses are reimbursable at rates applicable on the time of the actual execution of the specific service contract.
 6. Bidder to provide detailed breakdown of Travelling Disbursements per return trip to site from place of business:

Table A: Summary of Disbursements Tendered

Item	Description	Rate	X	Factor	X	No. of trips	Total (if not applicable insert "NA")
1.	Traveling cost by car	Per Km R	X	Kms per Trip	X		R
2.	Subsistence	Per Trip R	X	-	X		R
3.	Travelling Time as per Clause C2.1.6.2	Per Hour R	X	Hours per Trip	X		
4.	Other: Specify below (Table B).	R -	X		X	-	R
5.	Total disbursement carried over to Activity Schedule (14)						R

Table B: Other Disbursements

Table B only to be completed should the service provider's office be located in a different province and/or the service provider has to travel by air and/or stay over due to the vast distance between the service provider's office and the development site, in order to attend site visits and meetings (Attach separate sheet if necessary). Any claim by the service provider in absence of rates will not be entertained except if approved by the Employer's representative prior to incurring the cost.

Item	Description	Rate	X	Qty	Total (if not applicable insert "NA")
1.	Travelling by Air	R	X		R
2.	Car Rental	R	X		R
3.	Accommodation	R	X		R
4.		R	X		R
5.		R	X		R
6.		R	X		R
7.	Total carried over to Table A, Item 4				R

7. The cost of typing , printing , duplicating work , forwarding charges , courier cost , travelling and subsistence , travelling time , travelling cost, hired vehicles, subsistence allowances , statutory submissions and approval fees , adversting fees, must be included in the overall cost. The claims will be made against charged disbursements fees and proof thereof of the claims shall be submitted.

1. C3: SCOPE OF SERVICES

C3.1 Employer's objectives

This tender is for:

A Service Provider performing town planning work for the clearance of a site for development purposes.

These services may entail any or all of the Services described in C3.2 as circumstances may dictate and fact become known after the onset of the project. Services anticipated at the time of compilation of this tender are ticked below.

C3.2 Description of the Services

C3.2.1 Project description

Refer to Annexure A

C3.2.1.1 Scope of Project

Refer to Annexure A

The Tendering entity is referred to the space limits and cost norms of the Department of Public Works, or space norms as may be published in the government gazette, or norms determined by the Employer, collectively referred to as the "Client's needs assessment". The applicable document(s) is/are to be used as a benchmark for the project to be developed which then sets the scale of site required for identification and/or clearance. A document in which this is set, if applicable, is attached as part of C4 hereof.

C3.2.1.2 Location of the Project

Refer to Annexure A

C3.2.1.3 Project Programme

The project execution is hereto expected to be completed by the Service Provider in line with the above time period hence the contract is valid only for 3 months maximum and the Project Execution Plan (PEP) to be submitted within seven (07) days after appointment. Any deviation to the above although within the **3 months** period to be agreed with and must be approved by the Departmental Project Manager. With the milestones in mind, a Project Execution Plan (PEP) must be submitted in the format and within the time period stated in 3.15 of the Contract Data.

The PEP shall depict the work procedure proposed to obtain required result. It must, *inter alia*, include:

- a) cost per key milestone events/activities and/or deliverables;
- b) programme of key milestone events or activities for completion of Services;
- c) responsibilities, and facilities/resources that will be provided,
- d) CV of all persons whom the consultant proposes to use where qualifications or experience are of crucial importance.

The programme for the execution of the project is dependent on the various approval processes within the Department and a programme with specific time frames can therefore not be provided at tender stage since it will depend on the time frames required by the consultants for completion of the design and documentation based on the final scope of work, as well as approval processes within the Department and other legislative bodies from whom approvals may be required. The final programme will be in accordance with the approved programme in terms of clause 3.15 of the Standard Professional Services Contract and clause 3.15.1 of the Contract Data. The following table depicts provisional project milestone dates envisaged for tendering purposes only (To be removed):

DETAILS OF MILESTONES	PROJECT DELIVERABLES	DELIVERABLES TIMEFRAMES Maximum
COMPONENT 1: INCEPTION		
<ul style="list-style-type: none"> • Consultation and finalisation of project brief • Analysis of the accommodation needs in relation to the identified site • Site orientation and assessment 	Comprehensive Inception Report	1 week

<ul style="list-style-type: none"> • Project programme and timeframes for deliverables • Briefing and management of project team • Preparation and submission of a comprehensive Inception Report • Attending all project meetings when necessary 		
PHASE 2: LOCATION ANALYSIS REPORT		
<ul style="list-style-type: none"> • Legislative and policy context. • Fitness for purpose: Confirmation of the user department profile and accommodation needs. • The initial volumetric concept (which have been developed) analysis. • Confirmation of all town planning matters related to the site. A comprehensive Site Clearance Certificate is available. Zoning certificate must be obtained: Town Planner • Detailed Land Use Plan: On-site land use (detailed topographical survey is available), indicated on a Site Plan, and surrounding Land Use Plan, which provides context to activities taking place in the surrounding area. • Location and site analysis: Transport engineer. • Location and site analysis: Civil engineer. • Location and site analysis: Electrical engineer. • Location and site analysis: Landscape architect. • Location and site analysis: Urban designer/architect. • Summary of key aspects detailing opportunities, constraints and challenges and the implications for the development. 	Comprehensive Location Analysis Report inclusive of all detailed specialists reports	3 weeks
COMPONENT 3: PRECINCT DEVELOPMENT PLAN AND REPORT		
<ul style="list-style-type: none"> • Urban Design Plan • Facilities Management & Operations Model • Urban Design Guidelines • High Level Cost Report • Address and respond to comments received from DPWI project manager • Attend all project meetings as and when required • Manage sub-consultants in delivery of the project 	Final Precinct Development Plan and Development Framework Report	6 weeks

C3.2.1.4 Information available from Employer

Refer to Annexure A

C3.2.1.5 Reporting Requirements and Approval Procedure

As identified in C3.3 extent of the Services and the to-be-submitted PEP.

Notwithstanding any other requirements as listed elsewhere, the Service Provider shall submit a monthly report indicating progress of the Services.

C3.3 Extent of the Services

The specific town planning services required on this Project and referred to in C3.2 above entails the following, relative to the site to be cleared: [The Employer reserves the right to increase/decrease the services marked herein].

C3.3.1 **Site Identification**

If a site is not pre-identified by either the Client Department of the departmental project manager, the Service Provider must identify suitable sites, provide substantiation deliberations and recommend the most suitable site.

Deliverable: Site Identification Report

Site Identification Report to show alternative site options with pro's and con's, the evaluation of each option with a point scoring system and a recommended as to the best site for the purposes of the proposed development. The said Report to cover the following, duly supplemented with annexures:

- Property Description**
- Locality map**
- Land-use map**
- Ownership**
- Property Size**
- Zoning/Land use rights**
- Heritage aspects to be investigated**
- Environmental aspects to be investigated**
- Access**
- Accessibility**
- Feasibility**
- Availability of Services**
- Alternative site options**
- Recommendation**

(**Compulsory: Dept. project manager:**Tick only what is necessary for the Service Provider to attend to. Work and/or documents which are already in departmental possession must therefore not ticked but included in C.4 - remove this instruction!!!)

C3.3.2 **Site Audit**

If a site was identified by the client department or the departmental project manager as an acceptable site for the development, the Services Provider's task is to verify whether the proposed site is suitable for the proposed facilities and to confirm the availability, feasibility and legal status of the proposed development on the site. The use of specialist professionals may be required.

Deliverable: Site Audit Report

Audit of the acceptable site's pros and con's, verification of viability of pre-determined site, findings and recommendations.

- Title Deeds**
- Surveyor General Diagram**
- Topographical Land Survey with contours, structures, trees etc.**
- Servitudes, services traversing the site, right of ways**

- Locality map
- Land-use map
- Impact on the surrounding land uses from the proposed development
- Impact on the development from the surrounding land uses
- Zoning certificate
- Heritage aspects to be investigated and application lodged if needed
- Need for EIA or Basic Assessment or Exemption
- Confirm Access and Accessibility
- Infrastructure Services report indicating capacity of services
- Geotechnical Report
- Site contamination/pollution report
- Traffic Impact Assessment and mitigation measures
- Photographs, aerial photographs, maps
- Community support
- Recommendation

Professional inputs required

Specialist/professional services that may be required for this appointment/project may include any of the following:

- Civil and
- Architect
- Electrical Engineers
- Traffic/Transport Engineers
- Mechanical Engineers
- Structural Engineers
- Land Surveyor
- Environmental Consultant
- Geotechnical Specialist
- Soil Scientist
- Heritage Specialist
- Contamination/pollution specialist
- Any Specialist as may be required depending on the characteristic of the property

3.3.3 **Land Procurement / Availability**

If no suitable State owned property is available for the intended service, the department needs to secure alternative land for the proposed development. As such it is expected of the Service Provider to enter into preliminary negotiations and to conclude a Land Availability Agreement, which includes confirmation of all conditions pertaining to the proposed transaction, as well as the owner's willingness to make the land available to the State.

Deliverable: Land procurement report

Report to motivate the need to procure land to create an appropriate site for the proposed development.

- Land ownership report
- Land availability
- Probable conditions and cost implications
- Diagram of required land
- Title deeds
- Valuations
- Draft Deed of Sale (obtainable from the Regional Office of DPW)
- Council Resolution when Municipal land is to be acquired/ donated
- If property has been vested (Item 28(1) Certificate to be obtained from Department of Agriculture Land Reform and Rural Development)
- Deed of Donation is required in the event that the property being the subject of a donation.

If the land is held in trust for a Tribal Authority or in the ownership of the Department of Land Affairs (the old TBVC-areas), it is necessary to obtain Tribal approval of the proposed

acquisition/donation. It is then necessary to obtain an Item 28(1) certificate form the Department of Land Affairs.

- Meeting with Tribal Authority in the presence of an authorized official Of the Department of Land Affairs
- Tribal Authority approval Surveyed Diagram
- Item 28(1) Certificate
- PTO from Department of Traditional Affairs in KwaZulu-Natal – only for Ngonyama Trust Land

(Compulsory: Dept. project manager: Tick only what is necessary for the Service Provider to attend to. Work and/or documents which are already in departmental possession must therefore not ticked but included in C.4 - remove this instruction!!!)

3.3.4 **Site Creation**

This is the final phase of the project. The outcome informs the departmental project manager on site information available or remaining, risk factors for the planning and construction phases, approvals obtained, remaining approvals, conditions to guide planning and development, important issues to note.

Legalization

After a proposed or determined site is selected and approved by the departmental project manager and client department, the process of formalization is referred to as Site Creation and may include the following unless circumstances dictate differently in which case the PEP must be adjusted and agreed prior to execution of the Service:

- Township Establishment
- Rezoning
- Consent use
- Consolidation
- Subdivision
- Removal of restrictions
- DFA-application
- Environmental Authorization from the National Department of Environmental Affairs
- Water Use License Authorization from the National Department of Water Affairs
- Heritage audit/approval
- Less Formal Township Establishment

(Compulsory: Dept. project manager: Tick only what is necessary for the Service Provider to attend to. Work and/or documents which are already in departmental possession must therefore not ticked but included in C.4 - remove this instruction!!!)

Deliverable: Site Report

Final report containing the site information/documentation from all professions and all approvals from authorities. This is deemed the final product.

- Essential engineering services capacity vs. demand report
- Approved SG Diagram
- Title Deeds
- Heritage approval (SAHRA permit & conditions)
- EIA authorizations and report it. Act 73 of 1989
- Water Use authorization
- Environmental Management Plan imposed on the execution phase (EIA)
- Land use rights approval from the municipality
- Local Authority Financial Contributions
- Infrastructure Service Level Agreement

(Compulsory: Dept. project manager:Tick only what is necessary for the Service Provider to attend to. Work and/or documents which are already in departmental possession must therefore not ticked but included in C.4 - remove this instruction!!!)

C3.4 Use of reasonable skill and care

It will be expected of the Service Provider to apply reasonable skills and due diligence in the execution of the duties stipulated in this document which shall include *inter alia* the following:

Although the Service Provider's documents may be scrutinised by the Employer, this shall in no way relieve him of his professional responsibility for the proper and prompt execution of his duties. The Employer shall also be entitled to have any documentation or calculations verified by Others. In the event of mal-performance, default or negligence, the Employer shall have the right to claim compensation or damages and set off such against any amount payable.

Occupational Health and Safety Act, 1993 (Act 85 of 1993)

The Service Provider shall be fully responsible for the compliance of his operation, equipment as well as staff and persons under his supervision in terms of the said Act, whether by invitation, instruction or otherwise and regardless of the capacity, purpose and relationship of any such persons to the appointment, to all aspects of all applicable regulations and stipulations under the Act.

Others may include, but are not limited to, Local, provincial and national authorities, statutory bodies, governmental departments, Others, as may be required from time to time, including the client department/end user(s).

C3.5 Brief

C3.5.1 Targeted dates and times

The Service Provider will be expected throughout to give preference to the execution of the work involved in this commission.

All work is to be performed by the persons listed as Key Persons and persons under their supervision and further be executed as described in the Programme according to clause 3.15 of the Contract Data (and/or PEP according to the same clause, if applicable).

C3.5.2 Final disposal of documents

Upon approval and finalisation of the final account of projects requiring a security clearance, it is a requirement that the Service Provider forward to the Employer all documents relating to this service. The same may be requested on any other project of the Employer.

C3.6 Applicable legislation and standards

This section applies to legislation emanating from national and provincial governments as well as that of any local authorities in whose area of jurisdiction the subject of the appointment falls and which has a bearing on the activities and services under this appointment.

All the applicable legislation, which do not specifically allow discretion in respect of compliance by the State, shall be followed exactly as intended by such legislation regardless of any instructions, verbal or in writing, to the contrary.

Should any applicable legislation allow discretion in respect of compliance by the State, it shall be followed exactly as intended by the relevant legislation as if no discretion is allowed until such time as specific instructions in writing are issued to the appointed professional team by the departmental project manager.

The Service Provider undertakes to ensure that his actions and outcome thereof including, but not limited to, the services to be affected by the Services shall be in accordance with all relevant legislation.

C3.7 Access to land/buildings/sites

Access to the land/buildings/sites shall be negotiated in consultation with the departmental project manager and with the pre-agreement with owner of such land/buildings/sites.

C3.8 Software application for programming

The Service Provider must avail himself of software to be used in the Project documentation for compatibility with other Service Providers as well as the Employer.

C3.9 Security clearance

It is an explicit condition of this agreement that partners, directors and/or the members of staff who will have insight into the planning of projects requiring security clearance, be kept to a minimum and that such persons will not object to being submitted to a security clearance, if the Employer so requires.

If the latter is applicable, the necessary forms will accompany this tender or be provided to the Service Provider at any stage thereafter. These forms must be completed, if attached, and returned with the tender. It is important to furnish information which is complete in every respect.

Should the authority responsible for the clearance, for security reasons not be satisfied with the classification obtained of any of the staff members of the Service Provider, it will be a further condition of this appointment that none of such staff members be involved with any aspect of the Project.

All documents pertaining to these projects must be stored in a safe place when not in use so as to ensure that the level of security of the projects is maintained.

The Employer will not accept liability for any costs in this regard.

FINGER PRINTS (except Defence projects)

Persons of whom security clearance is required can obtain a finger print form SAP 91(a) from any police station. Kindly ensure that the police official responsible for taking the finger prints certifies the form since non-certification will result in the form being unacceptable.

C3.10 Condition to accept unregistered persons with suitable built environment qualifications on secondment

It is an express term of the contract that the Service Provider, after award of tender, accept unregistered, suitably qualified (built environment) persons in his office for the purpose of exposing the latter to the full extent of professional work, or as may be required according to specific circumstances, in order to gain experience which can be presented to the relevant Council for consideration towards professional registration. The secondment of such unregistered persons will be negotiated with the Service Provider in terms of numbers, periods of training and extent of professional work opportunity to be afforded. The conditions of secondment will be the subject of a separate Memorandum of Understanding with the Service Provider which will serve as an annexure hereto. Any secondment arrangements will cease upon the professional registration of the seconded person or as agreed on and so included in the aforesaid Memorandum of Understanding. The responsibility for salaries of seconded persons will remain with the Employer, but responsibility for operational expenses, necessary for the execution of the work, will vest with the Service Provider, all of which will be dealt with in the Memorandum of Understanding.

C3.11 Submission of Accrual Reports

The Service Provider shall submit accrual reports to the client representative at the end of March and September each year for the duration of the Service Contract period from the date of appointment up to and including project closeout. This is to ensure that PMTE complies with the accounting framework GRAP, which requires that PMTE disclose all its accruals as at the end of each reporting date.

C3.12 Submission of monthly Project Progress Report (PPR)

The Principal Agent will submit monthly an updated Project Progress Report (PPR) in accordance with DPWI standard proforma, on a date as agreed with the Employer's Representative.

C3.13 Contract Skills Development Goal

The Contract Skills Development Goal is not applicable to this project.

The cidb Standard for Developing Skills through Infrastructure Contracts as published in the Government Gazette Notice, No. 43495 of 3 July 2020 where the Service Contract has a duration of 12 months or more, and the professional fees excluding allowances and including VAT exceeds R5 million. This best practice Standard for developing skills through infrastructure contracts standard establishes a minimum contract skills development goal which is to be achieved in the performance of a contract in relation to the provision of different types of workplace opportunities linked to work associated with a contract which culminate in or lead to registration in a professional category by one of the professional bodies listed in the standard (Table 1).

Table 1: Categories of registration

Profession	Category of registration	Act
Architectural	Architect, Senior Architectural Technologist, Architectural Technologist or Architectural Draughts person	Architectural Profession Act of 2000 (Act No.44 of 2000)
Construction Project Management or Construction Management	Construction Project Manager or Construction Manager	Project and Construction Management Professions Act of 2000 (Act No. 48 of 2000)
Engineering	Engineer, Engineering Technologist, Engineering Technician or Certificated Engineer	Engineering Profession Act of 2000 (Act No. 46 of 2000)
Health and Safety Practitioners	Construction Health and Safety Agent, Construction Health and Safety Manager, Construction Health and Safety Officer	Occupational Health and Safety Act of 1993 (Act No. 85 of 1993) Construction Regulations, 2014
Landscape Architectural	Landscape Architect, Landscape Technologist, Landscape Technician or Landscape Assistant	Landscape Architectural Profession Act of 2000 (Act No. 45 of 2000)
Planning	Planner or Technical planner	Planning Profession Act, 2002. (Act No. 36 of 2002)
Quantity surveying	Quantity surveyor	Quantity Surveying Profession Act of 2000 (Act No. 49 of 2000)
Scientists/Environmentalists	Natural scientists	Natural Scientific Professions Act (Act No. 27 of 2003)/S24H of NEMA (Act No. 107 of 1998) and the Section 24H Registration Authority Regulations
Surveying	Land surveyor, Engineering surveyor or Technician engineering surveyor	Professional and Technical Surveyors' Act (Act No. 40 of 1984)
Valuers	Valuer or Associate Valuer	Property Valuers Profession Act (Act No. 47 of 2000)

The Contract Skills Development Goal (CSDG) is the number of hours of skills development opportunities that a Service Provider contracts to provide in relation to work directly related to the Service Contract up to completion the Professional Service Contract. The contract skills development goals, expressed in hours, shall be not less than the professional fees [(1) from the Activity Schedule + VAT] in millions of Rand multiplied by 150 where professional fees is the

financial value of a professional service contract at the time of the award of the contract excluding all allowances and expenses, but including value added tax.

Example: The contract amount for a professional services contract is R5.6 m. The contract skills development goal in hours is $R5.6m \times 150 = 840$ hours, where the contract amount is the basic fee for services excluding allowances but including VAT.

Where required in terms of the service contract, a specified proportion of the learners and candidates shall be selected from persons in the employ of the state who meet the relevant eligibility criteria for the relevant programme.

Where required in terms of the service contract, the Employer shall advise the Service Provider of the types of training to be undertaken by the learners and candidates. The mentor shall be a registered person, designated to guide a learner or candidate through structured work experience learning component of a learning programme required for the acquisition of a part or full qualification or professional designation.

Achieving the Contract Skills Development Goal (CSDG)

The Service Provider shall achieve the measurable contract skills development goal by providing opportunities to learners requiring structured workplace learning using one or a combination of any of the following in relation to work directly related to the contract or order:

Method 1: structured workplace learning opportunities for learners towards the attainment of a part or a full occupational qualification;

Method 2: structured workplace learning opportunities for apprentices or other artisan learners towards the attainment of a trade qualification leading to a listed trade (GG No. 35625, 31 August 2012) subject to at least 60% of the artisan learners being holders of public TVET college qualifications;

Method 3: work integrated learning opportunities for University of Technology or Comprehensive University students completing their national diplomas; or

Method 4: structured workplace learning opportunities for candidates towards registration in a professional category by a statutory council listed in Table 1 above.

Employed learners may not account for more than 33 percent of the contract skills development goal. Not more than one method may be applied to any individual concurrently in the calculation of the contract skills development goal. The principle is that an individual can only be counted once towards the CSDG.

Not more than one method may be applied to any individual concurrently in the calculation of the contract skills development goal.

Contract Skills Development Goal Credits

Contract skills development credits will not be awarded for learners enrolled as beneficiaries of other funded or subsidised programmes.

In the case of engineering and construction works, design and build and services contracts:

- a) The contract skills development goals shall be granted by multiplying the number of people employed by the Service Providers and placed for continuous training opportunities in a three-month period by the notional values contained in Table 3, or as revised in a Gazette notice.
- b) The Service Provider may source beneficiaries of the contract skills development goal from the cidb Skills Development Agency (SDA).
- c) All beneficiaries of the Standard must be registered with the cidb SDA.

NOTE: The role and function of a cidb SDA is outlined in the Standard, Annexure B.

Credits towards the contract skills development goal for professional services contracts shall be granted by summing the hours of structured workplace learning opportunities provided to P1 and P2 learners as well as professional candidates in accordance with the Act, Clause 3.3.

No more than 45 hours may be claimed per week for any individual.

Contract skills development goal credits shall be reduced to the extent that they fail to comply with the requirements of this standard.

The Service Provider shall achieve in the performance of the contract the contract skills development goal established in this Standard for developing skills through infrastructure contracts (March 2020).

Table 3: The notional cost of providing training opportunities per quarter

Type of Training Opportunity	Provision for stipends (Unemployed learners only)	Provisions for mentorship	Provisions for additional costs*	Total costs	
				Unemployed learners	Employed learners
Method 1					
Occupational	R7 000	R0	R9 000	R16 000	R9 000
Method 2					
Unemployed TVET College graduates	R14 000	R0	R9 000	R23 000	N/A
Method 3					
P1 and P2 learners, or a 240 credits	R24 000	R20 000	R4 500	R48 500	N/A
Method 4					
Candidates with a 360 credits	R37 000	R20 000	R4 500	R61 500	R20 000
Candidates with 480 or more credits qualification	R47 000	R20 000	R4 500	R71 500	R20 000

* Additional provisions include provisions for personal protective equipment, insurance, medical assessments, course fees and trade tools (where applicable) assessment, moderation and monitoring of learners.

NOTE:

- i) Where an unemployed learner is employed directly by the Service Provider, the Service Provider shall pay the stipend directly to the learner
- ii) Where an unemployed learner is sourced through an SDA, training provider or skills development facilitator the Service Provider must pay the stipend to the SDA, training provider or skills development facilitator who in turn will pay the learner
- iii) The notional cost of providing training opportunities will be increase by CPI on an annual basis. The new, revised costs will be published on the cidb website on 1 April in each year.

The Employer requires that employees of the state be seconded to the Service Provider in order to be provided with structured workplace learning opportunities in accordance with the provisions of this standard. The specified number of employees of the state is **N/A**. The Employer shall provide a list of persons for selection by the Service Provider as prescribed in the implementation guidelines. Persons selected by the Service Provider shall be seconded to the Service Provider under the terms and conditions prescribed in the implementation guidelines.

Credits towards the contract skills development goal shall be denied where the Service Provider fails to comply in terms of Clause 3.4 of the Act. Compliance requirements shall be in terms of Clause 4 of the Act and records to be provided to be in accordance with Clause 5 of the Act.

Role and Functions of the Skills Development Agency

The Skills Development Agency (SDA) will provide career management and compliance reporting functions for all learners for CSDG compliance in terms of this Standard. Where the Service Providers provide direct employment to unemployed learners, or enrolls own employees for CSDG compliance, the Service Provider shall register them with the cidb SDA. The SDA can also act as an employment intermediary for unemployed learners.

The roles and functions of the Skills Development Agency (SDA) are summarised below.

Career Management and Compliance Reporting

The Service Provider shall enter into a contract agreement with the cidb SDA, training provider or skills development facilitator to manage their learners according to the provisions given below:

- a) preparing training plans for registered learners, including details of the scope of experiential work to be covered and expected outcomes;
- b) registering learners with the appropriate Sector Educational and Training Authority established in terms of the Skills Development Act of 2008 (Act 37 of 2008);
- c) conducting entry and exit level medicals for learners at the conclusion of each placement opportunity;
- d) providing personal protective equipment;
- e) liaising with the supervisor to monitor onsite training progress of learners;
- f) liaising with the supervisor to arrange for summative assessments at appropriate stages of the training; and
- g) liaising with the supervisor to prepare reports for the Employer's representative and cidb at practical completion of the contract.

The relevant training provider or skills development facilitator shall invoice the Service Providers for the provision of these services as per cost schedule in Table 3.

The cidb SDA shall open a trust fund to ring-fence monies essential for all learner requirements where necessary provided for in this standard such as personal protective equipment, medical assessments, insurance, course fees, monitoring as well as top up training and assessment.

Employment Intermediary

The cidb SDA can act as an employment intermediary for unemployed learners and provide Service Providers with learners qualifying for participation in the CSDG, as well as managing their employment functions such as payment of stipends, workman's compensation, provision of personal protective equipment, trade specific tools, etc.

In such cases, the Service Provider shall contract directly with an SDA, training provider or skills development facilitator of their choice for the recruitment, placement and management of learners. The Service Provider shall pay the SDA, training provider or skills development facilitator in accordance with the notional costs provided for in this standard, or as amended by a Gazette.

Sanctions

Failure by the Service Provider to achieve the **total** Notional Cost of the Contract Skills Development Goal (Excluding VAT), as indicated in the pricing schedule item, will result in a penalty of 30% of the value of the portion not achieved, unless the Service Provider can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

C4: SITE INFORMATION

(Refer to C3.2.1 above.)



public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

ANNEXURE A

TERMS OF REFERENCE

DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE:

JOHANNESBURG: ERF 5347, 225 SMITH STREET SITE:

APPOINTMENT OF SERVICE PROVIDER FOR GOVERNMENT

PRECINCT DEVELOPMENT PLAN: WCS 056718

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1 BACKGROUND

The Department of Public Works and Infrastructure (DPWI) provides accommodation to various national user departments

Instead of addressing the accommodation needs of user departments in a piecemeal way, Planning and Precinct Development (PPD) combines the needs of more than one user department into a consolidated site to ensure efficiency on various levels.

The National Spatial Development Framework (NSDF) and the Spatial Planning and Land Use Management Act, 2013 (SPLUMA) advocate towards a compact, service-based, resource-efficient space economy, as well as the pursuit of denser, smaller and polycentric systems of settlements with smaller footprints to ensure long-term resilience benefits

One site or a grouping of sites with combined user department accommodation optimizes the use of state owned assets, reduces services runs, and combines complementary uses to best serve the public. It therefore results in more effective service delivery.

Facilities can be managed more economically, and certain functions can be combined to further increase efficiencies – for example, ablution facilities could be shared to reduce wet services runs, and waiting areas could be combined to optimize space. Through careful design, a precinct would integrate with the existing fabric and enhance the immediate urban area, assisting in attracting socio-economic opportunities for the local community that it serves.

The project is for the development of a Government Precinct Development Plan that supports smart city development principles on Erf 5437, Johannesburg. The property is located within the Kunye Government Precinct in Johannesburg CBD which precinct will be developed in two phases. This project focusses on the first phase of the precinct.

2 OBJECTIVES

The aim of the Kunye Government Precinct Development Plan is to make proposals regarding the design of the first phase of the precinct based on a high level design concept.

Precinct plans are guided by appropriate development principles and objectives that respond to national, provincial and local policies and plans. The requirements of the Department of Public Works and Infrastructure (DPWI) and its user departments must be addressed in an

innovative way of planning precincts, which will help to address challenges and opportunities. Key informants to the development principles and objectives include the following:

The development is guided by the following key objectives:

- **Strategically Positioned:** The property is located at a strategic position in the Johannesburg CBD to support access to government services.
- **Technically Feasible:** The proposed solution must be able to accommodate the required demand and comply with industry standards.
- **Sustainable:** Socially responsible, economically viable and environmentally sensitive - including engineering and building design concept.
- **Cost Efficient:** The proposed system must optimise operations and reduce operational cost for both DPWI and its user departments.
- **Functionally Integrated:** Transportation systems, engineering services and land uses must be integrated and coordinated internally and externally.
- **Flexible:** The Kunye Government Precinct Development Plan Phase I must be implementable without being perceived as incomplete.
- **People Orientated:** Focus should be on the needs of the public and staff.

The planning and design of precincts needs to respond to innovative approaches to development that can transform spaces into sustainable, mixed use precincts, supporting transit-oriented development (TOD).

TOD is an innovative urban development strategy that focuses on the development of intensive mixed uses within easy walking distance of quality public transport facilities and allows full compliance with regional and local transport strategies that promote public transport and land use and transport integration.

3 STRUCTURE OF THE PROJECT

The project will have four components with relevant sub-components to inform the reports that must be developed. These are:

- Component 1: Inception Report
- Component 2: Location Analysis Report
- Component 3: Precinct Development Plan and Report
 - Urban Design Framework
 - Facilities Management Framework

- Urban Design Guidelines
- Component 4: High Level Cost Analysis
 - All aspects related to the Precinct Development Plan
 - Life cycle cost
 - Proportionate user charges for identified user departments

In the context of the PPD precinct planning programme, the requirements for the components of the Government Precinct Development Plan are the following:

3.1 Component 1: Inception Report

Component 1 concludes with the Inception Report confirming the detailed methodology, project time frame and associated budget linked with project team members, their role and professional fee and time that will be allocated to each team member. The Inception Report is signed off by the service provider once the project manager agrees to the content. The following must be considered as part of this phase of the project:

- Project report in MS Word and PDF format
- Bound as 2X colour hard copies
- Soft copy on external drive (to be provided by services provider)
- Project scope and time frame in MS Excel and PDF format
- The dates for submission of detailed monthly progress reports. These monthly reports must be submitted on or before the last Friday of each month.
- Detailed scope
- Budget per phase (including VAT) linked to the date when invoices will be submitted
- Time sheets with associated hourly rates and related cost by each team member for all activities related to the project must accompany invoices
- Provision for briefing or terms of reference workshop with client
- Analysis of information that is available from the Chief Directorate: Planning & Precinct Development (PPD) related to the proposed development which include:
 - DPWI PPD Development Framework Report to provide high level guidance towards development of the Government Precinct Development Plan

- All specialist study reports that were prepared as part of the land development application process including Geotechnical Report
- Detailed topographical survey of the site
- Outcome of site orientation (status quo)
- Provision for briefing of all sub-consultants
- Meetings with relevant City of Johannesburg Municipality officials to confirm nature of land development application parameters
- The tenderer must make provision for all activities necessary for the execution of the service as set out in this Scope of Services.

3.2 Component 2: Location Analysis Report

The Location Analysis Report provides a contextual status quo framework for the site and the area where it is located. It is seen as an integral part of the Government Precinct Development Plan. The aim of the Location Analysis Report or contextual framework is to describe the status quo concerning the study area which comprises the development site and area surrounding the government precinct. It identifies and analyses key informants and becomes the baseline for decision making on the design. Information that require analysis include smart city principles, 4-IR, climate change and other environmental issues, movement and access, external engineering services capacity and location, urban form, land and open space analysis, etc.

The minimum contents of the Location Analysis Report are, but are not limited to, the following:

- Legislative and policy context including Smart City Framework.
- Fitness for purpose: Confirmation of the user department profile and accommodation needs.
- The initial volumetric concept (which have been developed) analysis.
- Confirmation of all town planning matters related to the site. A comprehensive Site Clearance Certificate is available. Zoning certificate must be obtained: Town Planner
- Detailed Land Use Plan: On-site land use (detailed topographical survey is available), indicated on a Site Plan, and surrounding Land Use Plan, which provides context to activities taking place in the surrounding area.

- Location and site analysis: Transport engineer.
- Location and site analysis: Civil engineer.
- Location and site analysis: Electrical engineer.
- Location and site analysis: Landscape architect.
- Location and site analysis: Urban designer/architect.
- Summary of key aspects detailing opportunities, constraints and challenges and the implications for the development.

3.3 Component 3: Precinct Development Plan and Report

The purpose of the Precinct Development Plan and Report is to guide implementation of the project which will be developed or phased over time. It demonstrates the urban vision for the development. The potential and implications to include Building Information Modeling (BIM) as part of the implementation of the project must be considered.

The following information informs the Precinct Development Plan and Report:

3.3.1 Urban Design Framework

The Urban Design Framework is the urban vision or three-dimensional concept with input from various professions and the urban design guidelines. The Urban Design Framework requires input from the following:

- a) Spatial and Land Use Framework
- b) High Level Volumetric Concept
- c) Access and Circulation Framework
- d) Public Space and Landscaping Framework
- e) Engineering Infrastructure and Services Framework
 - Water Supply
 - Wastewater Disposal
 - Solid Waste Disposal
 - Surface Water Management
 - Electricity Supply

a) Spatial and Land Use Framework

The spatial and land use strategy for the precinct is to promote the development of a highly accessible, well-structured, facility at a strategic location in the Johannesburg CBD, supported by a high-quality public realm and NMT network and responsive built form. The development will form an integral part of the Johannesburg CBD capitalising on the smart city and 4-IR opportunities generated by the infrastructure in the area.

The precinct will provide accommodation for national user departments and this first phase of the Kunye Precinct must include accommodation and support facilities associated with the space and operational requirements of these departments.

The precinct must consider access to public transport, parking, high levels of accessibility to the precinct and strong linkages to the surrounding urban fabric while striking a balance with public safety. All within the available land-use budget of the current zoning.

The new building will be constructed to accommodate the identified user departments' accommodation needs and will have a high-quality architectural design that reflects the branding of national government.

This facility will be designed in a flexible building format that can be adapted to other uses in the future and to accommodate improved service delivery objectives, especially taking into account smart city principles and 4-IR.

It is critical, due to the nature of the services that will be provided, to ensure maximum visibility and exposure and to create a high-quality building edge along the street.

Key public realm interventions will include:

- The development of high-quality access to the building from the adjacent streets.
- The development of a high-quality landscaped environment with the adjoining environment.
- The retention and enhancement of important green corridors and natural drainage systems and their utilisation as important structuring elements and visual, infrastructural and recreational amenities.

b) High Level Volumetric Concept

The desktop volumetric concept that was developed for the precinct will be refined. The volumetric concept translates the space and operational needs of the user departments into three-dimensional form to enable assessment of needs in relation to the approved land development controls. The volumetric concept will inform other aspects of the development i.e. engineering services, facilities management, accessibility, landscaping, etc.

c) Access and Circulation Framework

The transport strategy to the precinct is focused around the improvement of access to the precinct through encouraging the use of public transport (PT) and the integration between all transport modes, thus resulting in limited road infrastructure upgrading requirements. Different modes of transport is aimed at ensuring optimal access to the development by ensuring effective and efficient movement of visitors and staff.

The proposed strategy for the precinct must consider the PT options that are available and must integrate with Municipal and Provincial strategies which will complement each other in the long term.

The Transport Strategy further supports a shift from private vehicles to PT vehicles which will result in a reduction in parking requirements. The integration with land use planning and supporting proposed TOD will further be supported by the PT shift. However, input from the Municipality and Province towards supporting the aim of the development is critical to ensure success of the intention to concentrate more on PT and less on vehicular transport. With guidance from the Municipality, taxi operators must also be consulted.

The effective circulation and improvement of pedestrian traffic flow coming from will also limit the need for road network upgrading.

The facilities should allow for pedestrianised movement within the precinct and allow for access to and from the intermodal transfer hub which is the Gautrain and Prasa Station terminal as well as BRT stations as part of supporting TOD. The development concept will mitigate vehicular movement within the precinct.

Increased PT accessibility to and from the precinct will support the intended reduced travel time and travel cost for lower income members of the public wanting to use the facilities.

The following aspects are crucial to the implementation of the transport strategy:

- PT focus and access to BRT and rail services to reduce the emphasis on road upgrades and parking provision.
- Need for road access for staff, delivery vehicles.
- BRT (high quality bus service) from the site with access to bus stations.
- NMT and walkability especially between the multi-modal transport areas. These must be clearly defined and supported by signage approved by the Municipality.
- Limited need for public parking.

The main transport related proposals as follows:

- Introduction of PT drop-off and pick-up in front of building with time limitation – No parking of PT vehicles allowed. This will be regulated by security/Metro Police.
- Introduction of left in-left out along Smit Street one way system
- Staff and delivery vehicle access.

Road and Street Network and Parking:

- Location and type of access along Smit Street and Juta Road.
- Treatment of the road reserve / lane configuration requirements to enable efficient access.
- Access requirements to provide efficient access to the building.
- Parking requirements for visitors, staff and loading/deliveries to the building.
- Any other transport issues that will shape the precinct plan layout.

d) Public Space and Landscaping Framework

The overall strategy for landscaping is to be defined taking consideration of the following aspects:

- The precinct will need to have an overall brand.
- Seek to establish a sense of arrival.

- Establish the main access into the site from surrounding area.
- Sustainable drainage system in collaboration with civil engineer. Rainwater harvesting for irrigation of planted areas is also strongly recommended to be incorporated into the design of new buildings and infrastructure.
- The use of locally indigenous plant species, in particular succulent and geophyte species that will obviate the need for intensive water use (irrigation).
- Grassy lawns should be avoided in the development as these require much greater water use for irrigation.

A Landscape Framework Plan must be developed.

e) Engineering Infrastructure and Services Framework

Sustainable Infrastructure

The development of the precinct will need to be serviced by sustainable infrastructure that supports and enhances the future development. Proposed infrastructure strategies include:

- Water re-uses from grey water/ rainwater harvesting.
- Managing of surface water drainage systems holistically in line with sustainable development.
- Storm water storage will assist with retention and attenuation of stormwater runoff and for irrigation to landscaped areas.
- Solar systems for energy generation.
- Waste separation area for all materials that can be recovered to promote recycling.

It should be noted that, following approval of the land development application in support of the development, bulk engineering services contributions were paid to the City of Johannesburg.

Water Supply

The City of Johannesburg supplies water to the development site. During the Site Clearance process, the existing bulk water infrastructure has been confirmed to be adequate for the proposed development.

Aspects that must be considered are:

- Water demand projections including fire protection.
- Consideration of on-site storage options and required capacity to operate partially or fully independently for 24 hours. Facility that will be required to be considered.
- Landscaping requirements (in consultation with landscape architect).
- High level reticulation requirements for development (to support Cost Report) in relation to optimal position of connection point.
- Layout Plan

Wastewater Disposal

The City of Johannesburg is responsible for the conveyance of the sewage to a treatment facility. During the Site Clearance process, capacity was confirmed to accommodate wastewater disposal.

Aspects that must be considered are:

- High level wastewater reticulation requirements (to support Cost Report) in relation to optimal position of connection point.
- Layout Plan

Solid Waste Disposal

The City of Johannesburg is responsible for the removal of solid waste. During the Site Clearance process, comments from Pikitup was in support of the rezoning and related land use rights with certain conditions.

Over and above the removal of solid waste by the municipality, recycling must also be considered in support of environmental sustainability and possible income generation. The location and management of such a facility must be included as part of this project.

Surface Water Management

Aspects that must be considered are:

- City of Johannesburg policy requirements
- Green stormwater infrastructure to reduce stormwater runoff volumes and peak flows by through retention.
- Drainage system for development (to support Cost Report) in consultation with landscape architect.

- Stormwater Plan

Electricity Supply

The City of Johannesburg supplies electricity to the development site. During the Site Clearance process, the existing bulk electrical infrastructure has been confirmed to be adequate for the proposed development.

Aspects that must be considered:

- Electricity demand projections.
- High level reticulation requirements for development (to support Cost Report) in relation to optimal position of connection point.
- Alternative/renewable energy supply options to relieve the Municipality/Eskom supply.
- Layout Plan

3.3.2 Facilities Management & Operations Model

Total Facilities Management (TFM) (also called 'one-stop-shop') is the management of building and its services. This encompasses multiple disciplines to ensure functionality of the built environment by integrating people, place, process and technology. It relates to technical or hard services as well as soft services.

The facilities management model for the precinct must be considered based on the option to outsource the service.

This aspect is critical, as it impacts on the life-cycle costing and therefore on the payment of user charges/unitary payments by the identified user departments.

3.3.3 Urban Design Guidelines

The development on Erf 5347, Johannesburg will contribute to the ultimate quality and performance of the precinct for all its identified User Departments and visitors. The development will provide state owned accommodation to Social Cluster and Administrative user departments. The function of the development, as a

Government Service Delivery Precinct, is a critical factor which must be the focus in the guidelines.

Architectural guidelines are essential to ensure that the development will add value to quality and experience of the precinct public environment. Having an architectural character with guidelines will enable the Department to control execution of the vision at the implementation stage.

The development contribution of the first phase building, and collectively the entire Kunye Government Precinct, will improve the value, attractiveness and performance of the existing urban fabric in the precinct. The urban design guidelines for this first phase will form the baseline for future phases. The guidelines supplements other regulatory town planning, building and development control standards and building-codes that will be used to control development in the precinct.

The purpose of the guidelines include the following:

- An assessment tool to assist the Department in achieving the development vision and create an identity and enhance the prestige of the Kunye Government Precinct Phase I.
- Guidance for the Department and user departments.
- To assist in integration and contribution of the various components of the precinct, that will be made by the future buildings in the precinct, to grow into a cohesive and integrated complete precinct.
- To establish and protect the value of public and private investment in the Braamfontein area through effective, practical and meaningful development and building quality control.
- To provide Green Building guidelines for an environmentally sustainable design which are to be linked to current best practice systems.

Essential principles which underpin the guidelines are as follows:

- Provide guidelines that enable the creativity and innovation of individual developer teams to add value to the precinct.
- Ensure that the building is designed to respond positively to, and contribute to, the public domain (streets and spaces) within which it is situated.
- Ensure that the building plays its part in creating a legible, identifiable and memorable urban environment through a cohesive architectural branding uniquely South African in character.

- Support the development of mixed use (administrative and service delivery) and flexible building typologies that can contribute to urban diversity and environmental sustainability as well as socio-economic responsibility.
- Prioritise pedestrian comfort and convenience and ensure that the built form supports and provides for intended high levels of accessibility, comfort, convenience and safety for people during all phases of the precinct development.
- Ensure easy identifiable accessibility to buildings from public spaces and creating space which improves the micro-climate around buildings for occupants and visitors.
- The construction of new buildings and new infrastructure are required to be environmentally responsible and embrace “green building” and “green infrastructure” best practice principles from the outset. Building guidelines incorporates the links to best practice certifications available in the region, such as Green Star Africa which will be available as a rating tool for Green Building Certification for design, as-built and operations.
- Determine building footprint, defining street edge, etc.
- Consider parking calculations (including parking solution for commercial developments)

Important requirements to consider:

Green Buildings and Infrastructure

Sustainability-centred approaches that promote the development of energy efficient, sustainable and low impact buildings and infrastructure, such as Sustainable Drainage Systems (SuDS), rainwater harvesting, indigenous landscaping, solar panels, etc.

Architecture and Built Form

Key informants drive the architectural character branding concepts proposed below.

- Respond to the South African development context which reflects and conveys progress, leading edge and global standards.
- Functionality.
- Value for money (SAPOA requirements for state owned buildings).

- There is a need to ensure that the “soul” of Jozi is not forgotten or overridden by incongruent and inappropriate architecture which is alien to the region.

Architectural concepts and styles which portray elements of these imperatives are proposed. The type of buildings which are likely to be established in the precinct, illustrate critical elements relating to local climate, cultural patterns and forms, materials and colours which are practical and which need to be explored to resonate with, and have meaning in, the South African and Regional context.

Building Typology

The shape, configuration, massing and height of the building is a critical consideration for both functionality and branding of the precinct and should be used to eventually create a collective built form for the precinct which contributes to the imageability and legibility of the development. The first building in the precinct is expected to be a landmark building. The quality of the structure is a key principle that needs to be applied to the building typology and its intended function as an administrative and social service hub.

The building must support the operational requirements of the identified user departments. The use of each floor should be considered in relation to the operational requirements. Input from the Department: Architectural Services will be required to provide guidance on the approved norms and the interpretation thereof. These norms are developed for each user department in terms of the Space Planning Norms and Standards for Office Accommodation Use by Organs of State, 2005.

The ground floor of the building should accommodate the mix of uses associated with the service function of the user departments, security, access to the building for different users, weather extremities, etc. The building must provide for a dignified experience for both user departments and visitors.

Application of Building Principles

The following summarises a high-level application of the principles described in the previous sections and describes the spatial application for the Concept.

- Multi-storey building with ground floor security, waiting facilities
- Vehicular access with pick-up and drop-off facilities for public transport
- On-site delivery access and parking provision

- Consider viability of dual access from front and rear streets
- Potential and suitability of basement level for parking and PT access
- Structured parking provision
- Colour
- Material
- Glazing
- Building Modulation
- Roofs

3.3.4 High Level Cost Report

a) High Level Development Cost

In order to generate the high level development cost, it is recommended that a quantity surveyor be consulted for inputs.

In making cost estimates for the development concept, consider the following:

- Include both the cost of the construction of the building
- Cost of constructing internal engineering services
- Exterior spaces, and also include costs for perimeter fencing if required
- Cost to utilise BIM software during design, construction and life-cycle.
- Costs to upgrade external public infrastructure should be separated to inform an SLA with the local municipality.

b) Life Cycle Costing

Life cycle costing (LCC) is a method of economic analysis directed at all costs related to constructing, operating, and maintaining a construction project over a defined period of time. In the traditional approach to real estate investment, this can be thought of as the different components of a Net Present Value (NPV) analysis. Life cycle cost analysis is a projection of initial and ongoing costs of ownership, or leasing, and operations for a facility or site over its useful life.

In order to gain the maximum value for money, all costs incurred over the whole life span must be estimated. The optimization of the life cycle costs of a

construction project is essential for a complex decision making process by the DPWI and user departments identified to locate within the precinct building.

The intended building, as the productive outcome of the construction project, is characterized by a long lifespan with operating costs much higher than the initial construction/development cost. This is the reason why all decisions connected with a construction project have a long-term and significant impact. The analysis of the project should not focus simply on the construction costs, but also on how matters such as the building design, facilities and fittings affect future operation and maintenance costs.

Life cycle costs (LCC) in general consist of an initial investment (usually construction costs) and the follow-on costs (ordinary payments, i.e. energy, utilities, cleaning and maintenance, irregular costs for replacement, etc.).

Life cycle costing is one form of analysis for determining whether a project meets the client's performance requirements. The LCC methodology can be utilised to assess the tenders for the implementation of the project, where those tenders differ not only in their tender price but also in their operational and maintenance costs. The LCC approach may lead to a different result when evaluating tenders than when the construction tender price is the only criterion taken into consideration.

The use of an LCC methodology can save money by both providing better forecasting and optimising future costs.

The following minimum information must be included as part of the life-cycle costing:

- Current accommodation of identified user departments (leased and state owned)
- Municipal valuation of Erf 5347, Johannesburg (Land Affairs Board valuation will be provided)
- Construction cost and time estimate
- Project Location, Gross m², Lettable m², expected occupation date
- Financial Assumptions:
 - Annual escalation(s)
 - Interest/discount rates / cost of capital
 - Repayment period
- Annual Operating Cost
 - Utilities

- Maintenance
- Periodic refurbishments/replacements
- Rates and taxes
- Insurance
- Other property management costs
- Residual value

c) Proportionate User Charges for Identified User Departments

The implementation of the project and the associated life cycle costing affects the need to spend public funds efficiently.

The identified user departments must be informed of the optimal financial model for implementation, i.e. whether the project be a capital project or a Public Private Partnership and how that impacts on their budget.

The solution must advise the expected capital outflow by the users if the project is recommended as a capital project. The ongoing annual payment, which is after the construction, must be indicated for each development option; that is, the unitary payment in the case of a PPP and operational costs (user charges) in the case of a capital project.

4 PROPERTY INFORMATION

4.1 Property Description and Size

In terms of Certificate of Consolidated Title T33445/2019, the property that is the subject of this project, is registered as Erf 5347, Johannesburg and measures approximately 3180m² in extent.

4.2 Locality

Erf 5347, Johannesburg is located at 225 Smit Street in Braamfontein in the Johannesburg CBD. The property is the subject of the Kunye Government Precinct

Development Plan Phase I. The property is bound by Smit Street to the south, the YMCA Building (not state owned) to the west, Juta Street to the north and a property (not state owned) comprising a small building with heritage value to the east.

The state owned properties to the north of Juta Street that will comprise the Kunye Government Precinct Phase II include Erf 4512, Johannesburg (Erven 2717, 2718, 2722, 2723, 2724, 2725, 2726, 2727, Re/2728, Johannesburg consolidated but not registered). These properties are not part of this project.

4.3 Ownership

The property is registered in the name of the Republic of South Africa. The property therefore is under the custodianship of the DPWI.

4.4 Current Utilisation and Existing structures

Erf 5347, Johannesburg is currently vacant.

5 DELIVERY OF PROJECT

Draft reports must be submitted to the DPWI project manager for comments prior to submission of the final report for each phase of the project. Sufficient time (at least two weeks) must be allocated for this purpose to ensure that the final deliverable for each phase is submitted on the date stated in the Inception Report.

Invoices will be issued in accordance with the Inception Report. Invoices must include the full project description, WCS number and be accompanied by a time sheet. The time sheet must specify the activity, time and cost for the relevant phase of the project aligned to the Inception Report.

Handover of information and data in the following format:

- Two printed copies (full colour).
- Soft copies in MS Word, PDF (all maps and drawings) and relevant architectural software on USB device.

6 CRITICAL MILESTONES

The project has to be delivered within a period of ten weeks.

This programme provides a guideline for preparation of the Project Execution Plan with milestones, responsible professional and associated cost. Once the Inception Report is submitted and approved by the DPWI Project Manager, the Inception Report and the signed tender document regulates execution of the project in terms of the scope, timeframe and budget.

DETAILS OF MILESTONES	PROJECT DELIVERABLES	DELIVERABLES TIMEFRAMES Maximum
COMPONENT 1: INCEPTION		
<ul style="list-style-type: none"> • Consultation and finalisation of project brief • Analysis of the accommodation needs in relation to the identified site • Site orientation and assessment • Project programme and timeframes for deliverables • Briefing and management of project team • Preparation and submission of a comprehensive Inception Report • Attending all project meetings when necessary 	Comprehensive Inception Report	1 week
PHASE 2: LOCATION ANALYSIS REPORT		
<ul style="list-style-type: none"> • Legislative and policy context. • Fitness for purpose: Confirmation of the user department profile and accommodation needs. • The initial volumetric concept (which have been developed) analysis. • Confirmation of all town planning matters related to the site. A comprehensive Site Clearance Certificate is available. Zoning certificate must be obtained: Town Planner • Detailed Land Use Plan: On-site land use (detailed topographical survey is available), indicated on a Site Plan, and surrounding Land Use Plan, which provides context to activities taking place in the surrounding area. • Location and site analysis: Transport engineer. • Location and site analysis: Civil engineer. • Location and site analysis: Electrical engineer. • Location and site analysis: Landscape architect. • Location and site analysis: Urban designer/architect. 	Comprehensive Location Analysis Report inclusive of all detailed specialists reports	3 weeks

<ul style="list-style-type: none"> Summary of key aspects detailing opportunities, constraints and challenges and the implications for the development. 		
COMPONENT 3: PRECINCT DEVELOPMENT PLAN AND REPORT (URBAN DESIGN FRAMEWORK)		
<ul style="list-style-type: none"> Urban Design Plan Facilities Management & Operations Model Urban Design Guidelines High Level Cost Report Address and respond to comments received from DPWI project manager Attend all project meetings as and when required Manage sub-consultants in delivery of the project 	Final Precinct Development Plan and Report	6 weeks

Submission of deliverables, in line with the allocated time frames, need to consider and allocate time for input and feedback by project manager.

7 FUNCTIONALITY CRITERIA

Functionality Criteria	Weighting Factor
<p>1. Attach a list of related urban design projects with valid reference letters or completion letters (not letters of appointment) to substantiate project experience.</p> <p>9 and more Projects = 5 Points 7-8 Projects = 4 Points 5-6 Projects = 3 Points Less than 5 projects = 0 Points</p>	30
<p>2. A lead professional architect with architectural support (provide copy of qualification and updated CV).</p> <p>A lead professional architect with 1 Professional Architect = 5 points A lead professional architect with 1 Professional Architectural Technologist = 4 points A lead professional architect with 1 Candidate Architect = 3 points A lead professional architect without architecture support = 0 points</p>	25
<p>3. The following additional resources with professional registration (provide copies of qualification, updated CV's and valid proof of registration with the relevant council) with 3 years' experience post registration:</p> <p>1. Professional Civil Engineer 2. Professional Electrical Engineer 3. Professional Civil Engineer: Transportation Specialist 4. Professional Town Planner</p>	30

<p>5. Professional Quantity Surveyor</p> <p>All of the above resources with 3 years' experience (post-registration)= 5 points 3 to 4 resources with 3 years' experience (post-registration)= 4 points 1 to 2 resources with 3 years' experience (post-registration)=1 point No resources with 3 years' experience (post-registration)=0 points</p>													
<p>4. FINANCIAL CREDIBILITY: Service provider should provide a letter which is not older than 3 months.</p> <p>Provide Bank Rating from Banking Institution to justify credit risk.</p> <table data-bbox="242 504 1109 683"> <tr> <td>(1) Bank Rating of 'A'</td> <td>5 Points</td> </tr> <tr> <td>(2) Bank Rating of 'B'</td> <td>4 Points</td> </tr> <tr> <td>(3) Bank Rating of 'C'</td> <td>3 Points</td> </tr> <tr> <td>(4) Bank Rating of 'D'</td> <td>2 Points</td> </tr> <tr> <td>(5) Bank Rating of 'E'</td> <td>1 Point</td> </tr> <tr> <td>(6) No letter provided with required information</td> <td>0 Points</td> </tr> </table> <p>In case of a joint venture each bidder to submit its own Bank Rating</p>	(1) Bank Rating of 'A'	5 Points	(2) Bank Rating of 'B'	4 Points	(3) Bank Rating of 'C'	3 Points	(4) Bank Rating of 'D'	2 Points	(5) Bank Rating of 'E'	1 Point	(6) No letter provided with required information	0 Points	<p>15</p>
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(5) Bank Rating of 'E'	1 Point												
(6) No letter provided with required information	0 Points												

8 CONCLUSION

This aim of this project is to address the need for a Government Precinct Development Plan that supports smart city development principles on Erf 5437, Johannesburg. The property is located within the Kunye Government Precinct in Johannesburg CBD which precinct will be developed in phases. This project focusses on the first phase of the precinct.

04/03/2024