



public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

Private Bag X65, Pretoria, 0001. Tel (012) 406 1908
Central Government Offices, Cnr Madiba and Bosman Street, Pretoria

TENDER DOCUMENT

INVITATION TO TENDER FOR PROFESSIONAL SERVICES:

TOWN PLANNING SERVICES

FOR THE PROJECT

**TOWN PLANNING SERVICES: DEPARTMENT OF CORRECTIONAL SERVICES:
JOHANNESBURG REGIONAL OFFICE: SITE CLEARANCE: CONSTRUCTION
OF 1500 BED FACILITY FOR LEEUWKOP JUVENILE CORRECTIONAL
CENTRE: WCS 055313.**

WCS 055313

REFERENCE NO: 17/1/4/1/6116/10

TENDER NO: H21/010AI

OCTOBER 2021

Name of tenderer:

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

Version 4.3 TOWN PLAN tender 2018-04

CONTENTS

| | <u>Page</u> |
|--|-------------|
| <u>The Tender</u> | |
| T1: TENDERING PROCEDURES | |
| T1.1 Notice and Invitation to Tender | 3 |
| T1.2 Tender Data | 3 |
| T2: RETURNABLE DOCUMENTS | |
| T2.1 List of Returnable Documents | 10 |
| T2.2 Returnable Schedules | 10 |
| <u>The Contract</u> | |
| C1: AGREEMENT AND CONTRACT DATA | |
| C1.1 Form of Offer and Acceptance | 40 |
| C1.2 Contract Data | 44 |
| C2: PRICING DATA | |
| C2.1 Pricing Instructions | 50 |
| C2.2 Activity Schedule | 54 |
| C3: SCOPE OF SERVICES | |
| C3 Scope of Services | 56 |
| C4: SITE INFORMATION | |
| C4 Site Information | 70 |

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. Zwido Munzhelele

Tel no: 0124061586

Cell no: 0826172273

Fax: N/A

Physical address: 256 Madiba Street
CGO Building, Department of Public Works
Pretoria 0002

Postal address: National Department of Public Works and Infrastructure
Private Bag 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 (January 2009 edition)** as contained in **Annex F** of the **Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement**.

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

| Clause number | |
|---------------|--|
| | <p>The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement as published in Board Notice 62 of 2004 in Government Gazette No 26427 of 9 June 2004 as amended in Board Notice 67 of 2005 in Government Gazette No 27831 of 22 July 2005, Board Notice 99 of 2005 in Government Gazette No 28127 of 14 October 2005, Board Notice 93 of 2006 in Government Gazette No 29138 of 18 August 2006, Board Notice 9 of 2008 in Government Gazette No 30692 of 1 February 2008 and Board Notice 11 of 2009 in Government Gazette No 31823 of 30 January 2009.</p> <p>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.</p> <p>Each item of data given below is cross-referenced to the clauses marked “F” in the Standard Conditions of Tender to which it mainly applies.</p> <p>By submitting a tender in response to T1.1 Notice and Invitation to Tender above, the tenderer binds himself to a <i>pactum de contrahendo</i> (contract aimed at conclusion of another contract), the terms of which are contained in the Standard Conditions of Tender and T1.2 Tender Data.</p> |
| F.1.1 | <p>The Employer is the Government of the Republic of South Africa in its Department of Public Works and Infrastructure.</p> |
| F.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 6 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><u>The Tender</u> 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><u>The Contract</u> C1: Agreement and Contract Data C1.1 Form of Offer and Acceptance C1.2 Contract Data</p> <p>C2: Pricing Data C2.1 Pricing Instructions C2.2 Activity Schedule</p> |

| | |
|-------|--|
| | C3: Scope of Services |
| | C4: Site Information |
| F.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. |
| F.2.1 | <p><u>Tenders will only be considered for acceptance if</u> (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), Planning Profession Act, 2002 (Act no 36 of 2002) SACNASP mandated by the Natural Scientific Professions Act, 2003 (Act 27 of 2003) <p>and who will hereafter be referred to as registered principals.</p> <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: *Functionality will be applied as a prequalification criterion. Such criteria is used to establish minimum requirements where after bids will be evaluated solely on the basis of price and preference.*

| Functionality Criteria | Weighting Factor |
|--|-------------------------|
| Town and Regional Planning company. Attach a list of related Town Planning projects with valid reference letters or completion letters to substantiate the above (Appointment letters are not acceptable). | 30 |
| A lead Professional Planner registered with the South African Council for Planners Act, 2002 (SACPLAN) with at least 6 years' experience (post registration) and a supporting Town Planning team (Attach Company profile with an organogram, updated CV's, copies of qualifications, ID copies and valid proof of registration with SACPLAN). | 30 |
| Credentials and experience of the required additional professionals (attach copies of valid professional registration certificates, ID copies, academic qualifications and updated CV's for the following professionals: 1. Professional Civil Engineer/ Technologist (ECSA) 2. Professional Electrical Engineer/ Technologist (ECSA) 3. Professional Engineer / Technologist with Geotech experience (ECSA) or Geologist / Geotech specialist (SACNASP) 4. Environmental Specialist (EAPASA/SACNASP) | 30 |
| Financial Credibility: Provide Bank Rating from Banking Institution to justify credit risk (Bank account confirmation letters not acceptable) In case of a joint venture each bidder to submit its own Bank Rating (In case of different ratings, the highest rating will be considered) | 10 |
| | |
| | |
| | |
| 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: | 60 |
|---|-----------|

- (c) Tender offers are judged by an evaluation panel in terms of risk to the Employer. Such risk will be evaluated against the criteria listed below. 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.

| | |
|--|--|
| <p>The risk criteria are as follows:</p> | |
| <p>Description of risk criteria and sub criteria</p> <p>(Note: 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.</p> | |
| A | <p>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.</p> <p>[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.]</p> |
| B | <p>The tendering Service Provider's experience and performance on comparable projects during the past 5 years. 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.</p> <p>[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.]</p> |
| C | <p>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).</p> <p>[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 i.t.o. risk and excluded from further consideration.]</p> |
| D | <p>Attendance of compulsory clarification meeting, if applicable in terms of F.2.7 below, by one representative of the tendering Service Provider.</p> |

| | |
|--|---|
| | <p>[Non-attendance, if compulsory in terms of F.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.</p> <p>In the event of the clarification meeting not being compulsory, this risk criterion will not be applicable.]</p> |
| E | Other - (Project manager to compile specific criteria if the above generic criteria will not serve their purpose adequately.) |
| F | Other - (Project manager to compile specific criteria if the above generic criteria will not serve their purpose adequately.) |
| <p>Note: Any tender not complying with all six of the above-mentioned stipulations, numbered 1 to 6 above, will be regarded as non-responsive and will therefore <u>not</u> be considered for further evaluation.</p> | |
| F.2.7 | <p>A tender clarification meeting will be held in respect of this tender. Attendance of said clarification meeting is compulsory.</p> <p>The particulars of said clarification meeting, if applicable, are: Location: Date: Starting time:</p> |
| F.2.13.3 | Each tender offer communicated on paper shall be submitted as an original. |
| F.2.13.4 | Delete the last sentence of the paragraph: "Signatories for ... of the tender offer." |
| F.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> |
| F.2.13.6 | A two-envelope procedure will not be followed. |
| F.2.15 | The closing time for submission of tenders is as advertised in the Tender Bulletin. |
| F.2.16 | The tender validity period is 60 days from date of tender closure. |
| F.2.19 | The tenderer shall provide access for inspections to his offices as may be required by the Employer. |
| F.2.22 | Not a requirement. |
| F.2.23 | The tenderer is required to submit with his tender all documents listed in T2 Returnable Documents, T2.1 and T2.2. |
| F.3.4 | <p>The time and location for opening tender offers are: Time: tenders will be opened immediately or as soon as possible after the closing time as advertised in the Tender Bulletin; Location: Room 121, Department of Public Works Central and Infrastructure Government Offices, North wing, Cnr Madiba and Bosman street Pretoria.</p> |
| F.3.5 | A two-envelope procedure will not be followed. |
| F.3.9.3 | <p>Omit the wording and replace with the following: "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 F.3.9.4."</p> |
| F.3.9.4 | <p>Omit the wording of the first sentence and replace with: "In cases where tender offers contain errors, omissions and/or rate imbalances, these are to be</p> |

| | corrected as follows:” | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|------------------------------------|---|------------------------------------|--|--|------|------|---|----|----|---|---|----|---|---|----|---|---|----|---|---|---|---|---|---|---|---|---|---|---|---|
| F.3.9.4 (continued) | Add sub-paragraph c) as follows: “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.” | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| F.3.11 | The procedure for the evaluation of responsive tenders is Method 2. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| F.3.11.2 | Not applicable. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| F.3.11.2 | The procedure for the evaluation of responsive tenders is Method 2. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| F.3.11.3 and F.3.11.7 | <p>Scoring financial offers:</p> <p>The formula to determine points for price is:</p> $W_C = W_3 \left[1 - \left(\frac{P - P_m}{P_m} \right) \right]$ <p>Where</p> <p>W_C = the number of tender evaluation points awarded for the financial offer</p> <p>W_3 = the number of tender evaluation points for financial offer and equals:</p> <ol style="list-style-type: none"> 1) 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R 50 000 000; or 2) 80 where the financial value inclusive of VAT of one or more responsive tender offers equals or is less than R 50 000 000 <p>P_m = the lowest acceptable tender offer;</p> <p>P = the tender offer under consideration.</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| F.3.11.3 (continued) | <p>References:</p> <p>Up to 100 minus W_3 tender evaluation points will be awarded to the tenderer who submits a valid original or certified copy of its B-BBEE Status Level Verification Certificate which is in compliance with the requirements of instructions and guidelines issued by the National Treasury and is in accordance with notices published by the Department of Trade and Industry in the Government Gazette.</p> <p>An original or certified copy of the B-BBEE status level verification certificate must be submitted in order to qualify for preference points for B-BBEE. Certificates issued by IRBA and Accounting officer have been discontinued; however valid certificates already issued before 01 January 2017 may be used until they phase out completely by December 2017</p> <p>In the case of Exempted Micro Enterprises (EME) and Qualifying Small Business Enterprise (QSE) a valid sworn affidavit must be submitted with the bid offer)</p> <p>A consortium or joint venture will qualify for points for its B-BBEE status level only if such consortium or joint venture submits a consolidated B-BBEE status certificate which covers the consortium or joint venture as a combined unit as if it were a single enterprise. Tenderers anticipating tendering in consortium or joint venture must allow sufficient time for obtaining such status level verification.</p> <p>Preference points will be allocated according to the following *table:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th rowspan="2">B-BBEE Status Level of contributor</th> <th colspan="2">Number of preference points, where W_3 :</th> </tr> <tr> <th>= 90</th> <th>= 80</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>10</td> <td>20</td> </tr> <tr> <td>2</td> <td>9</td> <td>18</td> </tr> <tr> <td>3</td> <td>6</td> <td>14</td> </tr> <tr> <td>4</td> <td>5</td> <td>12</td> </tr> <tr> <td>5</td> <td>4</td> <td>8</td> </tr> <tr> <td>6</td> <td>3</td> <td>6</td> </tr> <tr> <td>7</td> <td>2</td> <td>4</td> </tr> <tr> <td>8</td> <td>1</td> <td>2</td> </tr> </tbody> </table> | B-BBEE Status Level of contributor | Number of preference points, where W_3 : | | = 90 | = 80 | 1 | 10 | 20 | 2 | 9 | 18 | 3 | 6 | 14 | 4 | 5 | 12 | 5 | 4 | 8 | 6 | 3 | 6 | 7 | 2 | 4 | 8 | 1 | 2 |
| B-BBEE Status Level of contributor | Number of preference points, where W_3 : | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | = 90 | = 80 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1 | 10 | 20 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2 | 9 | 18 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3 | 6 | 14 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4 | 5 | 12 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5 | 4 | 8 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 6 | 3 | 6 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 7 | 2 | 4 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 8 | 1 | 2 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

| | | | | |
|-----------------------------|--|---------------------------|---|---|
| | <table border="1"> <tr> <td>Non-compliant contributor</td> <td>0</td> <td>0</td> </tr> </table> <p>* PPPFA Regulations 2017 – Reg. 6(2) and Reg.7 (2).</p> | Non-compliant contributor | 0 | 0 |
| Non-compliant contributor | 0 | 0 | | |
| F.3.11.3 (continued) | <p>l tender evaluation points:</p> <p>culated for financial offer will be added to the point scored for preference for each individual tender offer according to the formula:</p> <p>Total tender evaluation points = W_c + preference points based on B-BEE status level of contributor.</p> | | | |
| F.3.11.4 and F.3.11.5 | Not applicable. | | | |
| F.3.11.9 | Not applicable. | | | |
| F.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 Planners** as “Professional Planner”, with the registration numbers, of all the registered principals and professionals mentioned under T1.2 Tender Data, clause F.2.1, item 2, as well as in C1.2.3 Data provided by the Service Provider, clause 7.1.2 Key Persons.
2. A valid original or certified copy of B-BBEE status level verification certificate.
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 F.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.

1. Form of Offer and Acceptance (C1.1). Provide proof of registration with National Treasury Central Supplier Database by completing the Supplier Registration Number on the form of offer
2. Data provided by the Service Provider (C1.2.3).
3. Ownership Particulars, PA-16.1 (PSB) (form PA-16.1 (PSB) is bound in hereafter).
4. Particulars of Tenderer’s Projects, DPW-09 (PSB) (form DPW-09 (PSB) is bound in hereafter).
5. If applicable, a Tender Clarification Meeting Certificate, DPW-16.1 (PSB) for compulsory clarification meeting (form DPW-16.1 (PSB) is bound in hereafter).
6. Declaration of Interest and Tenderer’s Past Supply Chain Management Practices, PA-11 (form PA-11 is bound in hereafter).
7. Resolution, PA-15.1 (for a single Service Provider tendering herein) or PA-15.2 plus special resolution, PA-15.3 (for multiple Service Providers tendering in consortium or joint venture herein) (forms PA-15.1 to 3 are bound in hereafter).
8. Certification of Independent Bid Determination, PA-29 (form PA-29 is bound in hereafter).
9. Preference Points Claim Form, PA-16 (form PA-16 is bound in hereafter).
10. Activity Schedule for Time Based Fees (C2.2.3) – only if remuneration is stipulated as “time based” in C2.1.1.1.
11. Provide proof of registration on National Treasury Central Supplier database for all subcontractors (attach National Treasury Central Supplier Database Registration Printout/report) as well as for the main bidder.
12. Provide proof of valid professional registration/s, academic qualifications, updated CVs detailing proof of experience and ID copies of all required professionals.

(Professional Civil Engineer/ Technologist, Professional Electrical Engineer/
Technologist, Professional Engineer / Technologist with Geotech experience or
Geologist / Geotech specialist and Environmental Specialist.)

13. Professional Bodies recognized (SACPLAN, ECSA, SACNASP /EAPASA)
14. In case of joint venture, each bidders to submit its own Central Supplier Database (CSD) report.
14. If applicable, a security clearance form for projects requiring a security clearance.

PA-16.1 (PSB): OWNERSHIP PARTICULARS

- NB:** 1. This form is to be read with the Notice and Invitation to Tender and F.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: | Town Planning Services: Department of Correctional Services: Johannesburg Regional Office: Site Clearance: Construction of 1500 Bed Facility for Leeuwkop Juvenile Correctional Centre. |
| Tender no: | H21/010AI |

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: | Town Planning Services: Department of Correctional Services: Johannesburg Regional Office: Site Clearance: Construction of 1500 Bed Facility for Leeuwkop Juvenile Correctional Centre | | |
| Tender / quotation no: | H21/010AI | Closing date: | 27 October 2021 |
| Advertising date: | 06 October 2021 | Validity period: | 60 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 – e.g. 1 to 6) | Work stages completed | Work stages in progress |
|-------------------------------|--|------------------|-------------------------|---|-----------------------|-------------------------|
| 1 | | | | | | |
| 2 | | | | | | |
| 3 | | | | | | |
| 4 | | | | | | |
| 5 | | | | | | |
| 6 | | | | | | |
| 7 | | | | | | |

| | | | | | | | |
|--|--|--|--|--|--|--|--|
| | | | | | | | |
|--|--|--|--|--|--|--|--|

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

EME¹QSE² 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 |
| 2. | | % | <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 |
| 4. | | % | <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 |
| 6. | | % | <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 |
| 8. | | % | <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 |
| 10. | | % | <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

¹ EME: Exempted Micro Enterprise

² QSE: Qualifying Small Business Enterprise

State date of South African citizenship obtained (not applicable to persons born in South Africa)

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), the Preferential Procurement Regulations, 2017, 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): TENDERCLARIFICATION MEETING CERTIFICATE

| | | | |
|-----------------------|--|----------------------|------------------|
| Project title: | Town Planning Services: Department of Correctional Services: Johannesburg Regional Office: Site Clearance: Construction of 1500 Bed Facility for Leeuwkop Juvenile Correctional Centre | | |
| Tender no: | H21/010AI | Reference no: | 17/1/4/1/6116/10 |

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: DECLARATION OF INTEREST AND TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

Failure to complete this form in **full** and signed by the duly authorized person, as indicated on PA-15.1 or PA-15.3, shall render the tender non-responsive and will be removed from any and all further contention.

| | | | |
|-----------------------|--|----------------------|------------------|
| Project title: | Town Planning Services: Department of Correctional Services: Johannesburg Regional Office: Site Clearance: Construction of 1500 Bed Facility for Leeuwkop Juvenile Correctional Centre | | |
| Tender no: | H21/010AI | Reference no: | 17/1/4/1/6116/10 |

1. Any legal person, including persons employed by the State¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to tender (includes a price quotation, advertised competitive tender, limited tender or proposal). In view of possible allegations of favouritism, should the resulting tender, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the tenderer or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest, where:

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

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

2.1 Full name of tenderer or his/her representative:

2.2 Identity number: _____

2.3 Position occupied in the Company (director, trustees, shareholder², etc.):

2.4 Company registration number: _____

2.5 Tax reference number: _____

2.6 VAT registration number: _____

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

¹ "State" means –

- any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- any municipality or municipal entity;
- provincial legislature;
- national Assembly or the national Council of provinces or
- Parliament.

² "Shareholder" means –

- (a) a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercise control over the enterprise.

2.7 Are you or any person connected with the tenderer presently employed by the state? Yes No

2.7.1 If so, furnish the following particulars:

Name of person / director / trustees / shareholder / member: _____

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

Position occupied in the state institution: _____

Any other particulars: _____

2.7.2 If you are presently employed by the state, did you obtain the appreciate authority to undertake remunerative work outside employment in the public sector? Yes No

2.7.2.1 If yes, did you attach proof of such authority to the tender document? Yes No

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the tender.)

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

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

2.8.1 If so, furnish particulars: _____

2.9 Do you, or any person connected with the tenderer, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this tender? Yes No

2.9.1 If so, furnish particulars: _____

2.10 Are you, or any person connected with the tenderer, aware of any relationship (family, friend, other) between the tenderer and any person employed by the state who may be involved with the evaluation and or adjudication of this tender? Yes No

2.10.1 If so, furnish particulars: _____

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

2.11.1 If so, furnish particulars: _____

3. Full details of directors / trustees / shareholders / members.

| | Full name | Identity number | Personal tax reference number | State employee number / Pearsal number |
|---|------------------|------------------------|--------------------------------------|---|
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |
| 5 | | | | |

| | | | | |
|----|--|--|--|--|
| 6 | | | | |
| 7 | | | | |
| 8 | | | | |
| 9 | | | | |
| 10 | | | | |

4. Declaration of tenderer's past supply chain management practices.

- 4.1 This Standard Tender Document must form part of all tenders invited.
- 4.2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 4.3 The tender of any tenderer may be disregarded if that tenderer, or any of its directors, have:
- (a) abused the institution's supply chain management system;
 - (b) committed fraud or any other improper conduct in relation to such system or
 - (c) failed to perform on any previous contract.

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

| Item | Question | Yes | No |
|-------|---|--|---|
| 5.1 | <p>Is the tenderer or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alterem partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p> | <p>Yes</p> <p><input type="checkbox"/></p> | <p>No</p> <p><input type="checkbox"/></p> |
| 5.1.1 | If so, furnish particulars: | | |

| | | | |
|-------|---|---------------------------------|--------------------------------|
| 5.2 | Is the tenderer or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (Act No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 5.2.1 | If so, furnish particulars: | | |
| 5.3 | Was the tenderer or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 5.3.1 | If so, furnish particulars: | | |
| 5.4 | Was any contract between the tenderer and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 5.4.1 | If so, furnish particulars: | | |

CERTIFICATION

I, the undersigned (full name

certify that the information furnished on this declaration form is true and correct.

I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

Signature

Date

Position

Name of Tenderer

This form is aligned to SBD 4 and 8.

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, authorized 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 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 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 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: _____

| | 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 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-29: CERTIFICATION OF INDEPENDENT BID DETERMINATION

| | | | |
|-----------------------|--|----------------------|------------------|
| Project title: | Town Planning Services: Department of Correctional Services: Johannesburg Regional Office: Site Clearance: Construction of 1500 Bed Facility for Leeuwkop Juvenile Correctional Centre | | |
| Tender no: | H21/010AI | Reference no: | 17/1/4/1/6116/10 |

INTRODUCTION

1. This PA-29 [Certificate of Independent Bid Determination] must form part of all tenders¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act, 1998(Act 89 of 1998) as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive tendering (or tender rigging)². Collusive tendering is a *per se* prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the tender of any tenderer if that tenderer, or any of its directors, have abused the institution's supply chain management system and/or committed fraud or any other improper conduct in relation to such system;
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the tendering process or the execution of that contract.
4. This form (PA-29) serves as a certificate of declaration that would be used by institutions to ensure that, when tenders are considered, reasonable steps are taken to prevent any form of tender rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (PA-29) must be completed and submitted with the tender.

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

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

PA-29: CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying tender:

| | |
|-----------------------|--|
| Project title: | Town Planning Services: Department of Correctional Services: Johannesburg Regional Office: Site Clearance: Construction of 1500 Bed Facility for Leeuwkop Juvenile Correctional Centre |
| Tender no: | H21/010AI |

in response to the invitation for the tender made by:

The Government of the Republic of South Africa in its Department of Public Works,

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

I certify, on behalf of:

_____ that:
(Name of tenderer)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the tenderer to sign this Certificate, and to submit the accompanying tender, on behalf of the tenderer;
4. Each person whose signature appears on the accompanying tender has been authorized by the tenderer to determine the terms of and to sign the tender on behalf of the tenderer;
5. For the purposes of this Certificate and the accompanying tender, I understand that the word "competitor" shall include any individual or organization, other than the tenderer, whether or not affiliated with the tenderer, who:
 - (a) has been requested to submit a tender in response to this tender invitation;
 - (b) could potentially submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer;
6. The tenderer has arrived at the accompanying tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive tendering.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation);
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit a tender;
 - (e) the submission of a tender which does not meet the specifications and conditions of the tender; or
 - (f) tendering with the intention not to win the tender.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this tender invitation relates.
9. The terms of the accompanying tender have not been, and will not be, disclosed by the tenderer, directly or indirectly, to any competitor prior to the date and time of the official tender opening or of the awarding of the contract.

I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders 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, 1998(Act 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, 2004 (Act 12 of 2004) or any other applicable legislation.

| | | | |
|------------------|-----------|------|----------|
| | | | |
| Name of Tenderer | Signature | Date | Position |

³ 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.

PA-16: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

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

1. GENERAL CONDITIONS

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

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

1.2 The value of this bid is estimated to R50 000 000 (all applicable taxes included) and therefore the... **80/20**.....system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

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

| | POINTS |
|--|---------------|
| 1.3.1.1 PRICE | 80 |
| 1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION | 20 |
| Total points for Price and B-BBEE must not exceed | 100 |

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

1.5 An Exempted Micro Enterprise (EME) is only required to obtain a sworn affidavit or a certificate issued by Companies and intellectual property Commission (CIPC) confirming their annual turnover of R10 Million or less and level of black ownership to claim points.

1.6 Qualifying Small Enterprise (QSE) is only required to obtain a sworn affidavit or a certificate issued by Companies and intellectual property Commission (CIPC) confirming their annual turnover of R10 Million or less and level of black ownership to claim points.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any

time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (g) **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- (h) **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- (i) **“EME”** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (j) **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- (k) **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- (l) **“non-firm prices”** means all prices other than “firm” prices;
- (m) **“person”** includes a juristic person;
- (n) **“QSE”** means a Qualifying Small Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (o) **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;

- (p) **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- (q) **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- (r) **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- (s) **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1. The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2. Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.
- 3.3. Points scored must be rounded off to the nearest 2 decimal places.
- 3.4. In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5. However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6. Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

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

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{min} = Comparative price of lowest acceptable bid

5. Points awarded for B-BBEE Status Level of Contribution

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

| B-BBEE Status Level of Contributor | Number of points (90/10 system) | Number of points (80/20 system) |
|---|--|--|
| 1 | 10 | 20 |
| 2 | 9 | 18 |
| 3 | 6 | 14 |
| 4 | 5 | 12 |
| 5 | 4 | 8 |
| 6 | 3 | 6 |
| 7 | 2 | 4 |
| 8 | 1 | 2 |
| Non-compliant contributor | 0 | 0 |

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

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

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

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

6. BID DECLARATION

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

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

7.1 B-BBEE Status Level of Contribution: =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or Sworn Affidavit for EME's and QSE's.

8 SUB-CONTRACTING (relates to 5.5)

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

8.1.1 If yes, indicate:

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

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm :

9.2 VAT registration number :

9.3 Company registration number
..... :

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

9.6 COMPANY CLASSIFICATION

- Manufacturer
 - Supplier
 - Professional service provider
 - Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

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

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

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) Disqualify the person from the bidding process;
 - (b) Recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) Cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution

WITNESSES:

- 1.
- 2.

.....
SIGNATURE(S) OF BIDDER(S)

DATE:..... **ADDRESS:**.....
.....

THIS FORM IS ALIGNED TO SBD 6.1

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

Town Planning Services: Department of Correctional Services: Johannesburg Regional Office: Site Clearance: Construction of 1500 Bed Facility for Leeuwkop Juvenile Correctional Centre: WCS 055313

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 Town Planning 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 :

R (in figures)

.....

Rand (in words)

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:
.....

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:
Tax Compliance Status Pin (TCSP).....

and whose National Treasury Central Supplier Database (CSD) numbers are:
CSD supplier number:
Tax Compliance Status Pin (TCSP).....

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:

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 and Infrastructure |
| 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.

| |
|------------------------|
| 1.1.1. Subject: |
| Detail: |

| |
|------------------------|
| 1.1.2. Subject: |
| Detail: |

| |
|------------------------|
| 1.1.3. Subject: |
| Detail: |

| |
|------------------------|
| 1.1.4. Subject: |
| Detail: |

| |
|------------------------|
| 1.1.5. Subject: |
| Detail: |

| |
|------------------------|
| 1.1.6. 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 | |
|---------------|--|
| | <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. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.</p> <p>Each item of data given below is cross-referenced to the clause in the General Conditions of Contract to which it mainly applies.</p> |
| 1 | The Employer is the Government of the Republic of South Africa in its Department of Public Works and Infrastructure . |
| 1 | The Period of Performance is from inception of this Contract until the Service Provider has completed all Deliverables in accordance with the Scope of Services. |
| 1 | The Project is: Town Planning Services: Department of South African Police Services: Kwazulu Natal Province: Howick: Site clearance for the construction of a new shooting range and supporting facilities. |
| 3.4 and 4.3.2 | The authorised and designated representative of the Employer is the departmental project manager, details of whom are as indicated in T1.1 Notice and Invitation to Tender under item T1.1.6. |
| 3.4.1 | Communication by e-mail is not permitted. |
| 3.5 | The Services shall be executed in the Service Provider's own office and 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. |
| 3.6 | Omit the following: "... within two (2) years of completion of the Service ...". |
| 3.12.1 | <p>Period of Performance shall be sub dividable in separate target dates according to the programme to be submitted in terms of clause 3.15 hereof.</p> <p>A Penalty amount of R1 000 per day will be applicable per target date for the full period of the delay. In the event that the delay exceeds 30 days, the Employer will have the option to either: (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 of R1 000 per day for the full period of the delay.</p> |
| 3.15 | <p>For fees stipulated as "value based" in C2.1 Pricing Instructions, C2.1.1.1:</p> <p>Programme:</p> <p>A 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 two (2) weeks following the briefing meeting.</p> |

| | |
|--------|---|
| | <p>The 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 without acceptable reasons. 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.</p> <p>The Employer retains the right to negotiate such submitted programme with the principal agent in consultation with the appointed Service Providers, if required, to promote the interest of the project.</p> <p>For fees stipulated as "time based" in C2.1 Pricing Instructions, C2.1.1.1: Project Execution Plan (PEP): A PEP for the performance of the Service shall be submitted by the Service Provider, to the departmental project manager, within a period of two (2) weeks following the briefing meeting.</p> <p>In the event of the Employer not being satisfied with the submitted PEP, the Parties will negotiate in good faith towards a PEP that will be agreeable to both. Such an agreed-upon PEP will form the basis for the management of the appointment and remuneration purposes. Should circumstance change from the initial briefing, the Service Provider and the Employer will negotiate a revised PEP to satisfy such change(s). Should the Parties fail to reach agreement on the PEP or revised PEP, 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 Contract will be deemed to have been mutually terminated and any reasonable fees accrued at that stage settled by the Employer.</p> |
| 3.16.2 | <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> |
| 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 Providers, all documentation relevant to the execution of the Service.</p> |
| 5.4.1 | <p>Minimum professional insurance cover of R1,5 million, with the first amount payable not exceeding 5% of the value of indemnity, and/or personal liability – all as more comprehensively described in C1.2.3 Data provided by the Service Provider and in respect of which the Service Provider must provide data as required.</p> |
| 5.5 | <p>The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions:</p> <ol style="list-style-type: none"> 1 Travelling for which payment will be claimed, as defined in C2.1.7 Travelling and subsistence arrangements and tariffs of charges; 2 Deviate from the final programme as per the programme in clause 3.15 above; 3 Deviate from the programme (delayed or earlier); 4 Deviate from or change the Scope of Services; 5 Change Key Personnel on the Service. |

| | |
|-----------|--|
| 5.5 (c) | <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> <ul style="list-style-type: none"> 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 <i>mora</i> notices to the contractor; 1.8 Cancellation of the contract between the Employer and contractor. <p>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.</p> <p>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:</p> <ul style="list-style-type: none"> 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 day works; 2.4 Day works rates; 2.5 Material quotes relating to day works; 2.6 Adjustment of general items relating to day works; 2.7 Expenditure on prime cost items; 2.8 Issuing of practical completion, completion, works completion, final completion and/or final approval certificates. <p>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.</p> <p>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.</p> |
| 8.1 | The Service Provider is to commence the performance of the Services immediately after the Contract becomes effective and execution to be as per the programme in clause 3.14 above (see C3 Scope of Services, C3.6 Brief). |
| 8.4.3 (c) | The period of suspension under clause 8.5 is not to exceed two (2) years. |
| 9.1 | Copyright of documents prepared for the Project shall be vested with the Employer. |

| | |
|-----------------|--|
| 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 president of the Association of Arbitrators (Southern Africa). |
| 12.2.4 / 12.3.4 | 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 Contract. |
| | The amount of compensation is unlimited. |
| 13.6 | The provisions of 13.6 do not apply to the Contract. |
| 14.4 | In the first sentence, change "... period of twenty four months after ..." to "... period of thirty six months after ...". |
| 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 no 1 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 or PA-15.3 by the tendering Service Provider. |
| 5.4.1 | <p><u>Indemnification of the Employer</u></p> <p>I, the undersigned, being duly authorized by the Service Provider, in terms of the completed resolution (PA-15.1 or PA-15.3)</p> <p>.....(Name of authorized person)</p> <p>hereby confirm that the Service Provider known as:</p> <p>.....(Legal name of entity tendering herein)</p> <p>tendering on the project:</p> <p>.....</p> <p>.....(Name of project as per C1.1 Form of offer and acceptance)</p> <p>holds professional indemnity insurance cover, from an approved insurer, duly registered with the Finance Services Board, of not less than R1,5 million, with the first amount payable not exceeding 5% of the value of indemnity. I further confirm that the Service Provider will keep such professional indemnity fully subscribed. I further confirm that</p> |

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:

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.

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

| Name | Principal and/or employed professional(s) | Category of registration | Specific duties |
|------|---|--------------------------|-----------------|
| 1. | | | |
| 2. | | | |
| 3. | | | |
| 4. | | | |
| 5. | | | |
| 6. | | | |
| 7. | | | |
| 8. | | | |
| 9. | | | |
| 10. | | | |

| | |
|-----|--|
| 7.2 | A Personnel Schedule is not required. |
| | If the space provided in the table above is not sufficient to describe the specific duties , this space may be utilized for such purpose: |

C2: PRICING DATA

C2.1 Pricing Instructions

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**

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 The amount tendered herein (C1.1) is for tender purposes only and will be amended according to the actual number of hours for each level as agreed in PEP.

C2.1.2.3 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.

C2.1.2.4 **Disbursements in respect of all travelling and related expenses**(including all travelling costs, time charges and subsistence allowances related thereto) **as may be described in fee scale documents issued by the SACPLAN will not be paid for. Tenderers must make provision for and include all such costs in their tender when calculating the percentage or rates as described in C2.1.1.2 above.**

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. All disbursements in this regard will be deemed to be included in the applicable fees as stated in C2.1.1.1.

C2.1.2.5 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.

C2.1.2.6 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.

C2.1.2.7 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.

C2.1.2.8 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.

- C2.1.2.9 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"](http://www.publicworks.gov.za/underDocuments); "Consultants Guidelines".

C2.1.3 Time based fees

- C2.1.3.1 Fees for work done under a time based fee
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, as adjusted from time to time, 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 paragraphs A to D below.

1. To determine the time based fee rates, the professional and technical staff concerned are divided into:-

Category A: Expert professional registered town planner

in respect of a private consulting practice in town planning, shall mean a top practitioner whose expertise and relevant experience is nationally or internationally recognized and who provides advice at a level of specialization where such advice is recognized as that of an expert.

Category B: Principals

where level of expertise and relevant experience is commensurate with the position, performs work of a conceptual nature in town planning design and development, provides strategic guidance in planning and executing a project and/or carries responsibility for quality management pertaining to a project.

Category C: Registered professional town planner

in respect of a private consulting practice in town planning, shall mean all salaried professional staff with adequate expertise and relevant experience performing work of a relevant professional nature and who carry the direct technical responsibility for one or more specific activities related to a project. A person referred to in category A and/or B above may also fall into this category if such person performs work of a relevant professional nature at this level.

Category D: Other technical Personnel

in respect of a private consulting practice in town planning, shall mean all other salaried technical staff with adequate expertise and relevant experience performing work of a relevant professional nature with direction and control provided by any person contemplated in categories A, B or C above.

2. 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.

C2.1.4 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

If the Service Provider cannot undertake the work himself, he may have it done by another service provider which specialises in this type of work and he shall be paid the actual costs incurred upon submission of statements and receipts which have been endorsed by him confirming that the tariff is the most economical for the locality concerned.

If the Service Provider undertakes the work himself, he shall be paid in respect of actual expenses incurred subject to the maximum tariffs per A4 sheet as set out in Table 1 in the "Rates for Reimbursable Expenses".

Typing and duplicating expenses shall only be refunded in respect of the final copies of the following documents namely formal reports, formal soil investigation reports, specifications, feasibility reports, bills of quantities, material lists, minutes of site meetings and final accounts. The cost of printed hard covers shall only be paid in respect of documents which will be made available to the public such as bills of quantities and specifications or where provision of hard covers is specifically approved.

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

Notwithstanding the ruling in C2.1.2.4above (regarding disbursements and travelling expenses which will not be paid),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

Fees for travelling time are as set out in Table 8 in the "Rates for Reimbursable Expenses".

Fees are payable for travelling time at the tariff, as set out in C2.1.3.10 Time charges for work done under a value based fee. Travelling time will be fully reimbursed.

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

The subsistence allowances are as set out in Tables 4 and 5 in the "Rates for Reimbursable Expenses".

Only actual costs are payable in respect of absence from office of less than 24 hours.

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

(Only to be completed if remuneration is stipulated as on a "time basis" in sub-item C2.1.1.1 herein)

Tenderer's Rates for Time Based Fees on Town Planning work and Community Facilitator

| Level 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 |
|---|--|---|---------------------------------------|--|
| Task 1: Statutory Town Planning Processes and Finalisation | | | | |
| Category A | R | X | hrs | = R (1) |
| Category B | R | X | hrs | = R (2) |
| Category C | R | X | hrs | = R (3) |
| Category D | R | X | hrs | = R (4) |
| Sub-total Time Based Fees (1+2+3+4) | | | | = R (5) |

Additional Services –

The following professional disciplines will have to be sub-contracted by the Service Provider to assist in completing the objective of this project. The units below shall be task based and fees must be fixed. (Tariffs as per DPW approved tariffs, refer to the attached tariffs)

| Description | Quantity | Unit | Rate |
|---|----------|------|---------|
| Task 2: Electrical Engineering Investigation | 1 | | = R (6) |
| Task 3: Civil Engineering Investigation | 1 | | = R (7) |
| Task 4: Geo-technical Specialist Geo-technical investigation | 1 | | = R (8) |
| Task 5: Environmental Investigation | 1 | | = R (9) |
| Sub-total Additional Services (6+7+8+9) | | | R (10) |
| Sub-total Normal + Additional Services (5+10) | | | R (11) |
| Add VAT @ 15% (11) x 15% | | | R (12) |
| TOTAL FINANCIAL OFFER (11+12) | | | R (13) |

NOTE: 1. Total Financial Offer, (13) above, **must be carried over to C1.1 Form of Offer and Acceptance.** Failure to carry this over to the Form of Offer and Acceptance **may render the tender non-responsive.**

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). In terms of C2.1.2.4, time spent on travelling, as well as any other travel related expenses (such as travelling costs and subsistence allowances) will not be remunerated – except as provided for in C2.1.6.
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.**

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

Town Planning Services identified Portion 2 of Farm 2 Rietfontein 2 IR which currently accommodates the existing Leeuwkop Correctional Centre. The correctional centre is accessible via the Rivonia road (M6) to the south and the Main road (M71) to the north. The site measures approximately 870 hectares in extent and the portion earmarked for the proposed development measures 3.5 hectares which is sufficient to accommodate the 1000 bed facility.

According to City of Johannesburg Metropolitan municipality zoning information, the property is zoned "RSA" which is compatible to the proposed development. There is no need for the land development application as the current zoning of the property is compatible to the proposed development.

The detailed scope of work is stipulated below;

TASK 1: TOWN PLANNING INVESTIGATIONS AND APPROVALS

This Time Based Deliverable involves the scope of work for the appointed **Professional Registered Town Planner** which amongst others includes:

- Site orientation.
- Briefing and management of sub-consultants.
- Attend all project meetings as and when required.
- Analysis of specialists studies undertaken by sub-consultants
- Preparation of site audit report providing a summary of the analysed reports.
- Preparation and submission of the final site clearance reports

TASK 2: CIVIL ENGINEERING INVESTIGATIONS

The main function is to carry out an investigation and prepare a "Civil Engineering Services Report" complying with the following guidelines:

Introduction

The Civil Engineering Services Report that is to be prepared for site clearance purposes must provide sufficient information regarding the feasibility in respect of the intended development of the property with specific regard to the availability and capacity of bulk and other civil engineering infrastructural services to enable the Department to decide on the suitability of the specific property for the intended development. The relevant aspects in terms of the services listed here below must be investigated and confirmation is to be provided that the intended development could be supported by such services.

With the carrying out of the investigation and preparation of the report, cognizance must be taken of the following:

- The Department's design requirements as per the latest edition of the Department's Civil Engineering Manual (PW 347) as well as other relevant guidelines available on the Department's website, www.publicworks.gov.za (Consultants Guidelines).
- The specific Accommodation Requirements of the relevant Client department for the intended development.
- The report must be prepared under the supervision of and signed by a Professional Engineer or a Professional Engineering Technologist.

General.

- The following general information must be provided:
- A brief description of the envisaged facilities as defined by the Client Department in terms of inter alia its purpose as well as the building and construction areas. A copy of the Pre-Design Information Request (PDIR) or the Procurement Instruction (PI), whichever is applicable, with the Client's official Accommodation Requirements (certified needs), must be included in the report.
- Basic locality plans (provincial and locality in town).
- A basic site plan showing the following:
- Demarcation of the property (boundaries, etc.).
- The topography of the site with 0.5m contours or provide information that would describe the topographical characteristics.
- The 1 in 100 year flood line or if not readily available provide information that would adequately describe the situation (refer 3.4 Storm Water).
- In the case of an existing developed site:
 - The position of existing buildings and structures
 - The existing access/entrance to the site
 - The position of water, sewage and storm water connection points
- Any possible legal and physical constraints such as way-leaves, servitudes, overhead power lines, heritage aspects, graves, rock outcrops, etc. of a civil engineering nature. The Town Planner as Team Leader to be coordinated with in terms of responsibility for reporting.

Civil Engineering Services.

The following information must be provided:

Water Supply (Domestic and Fire)

- An estimate with appropriate preliminary calculations of the average daily water demand with peak flows of the envisaged facility in respect of both for domestic and fire-fighting purposes, with a view to determine the flow volume(s) that will be required by the facility.
- The recommended water source(s) supported with appropriate reasoning in terms of the sufficient quantity and quality of the water and its compliance with the applicable standards as well as the possible need for treatment.
In the situation where a local authority is proposed as the most viable water source, the following must be provided:
- The availability and sustainable capacity of bulk water.
- The capacity of the local authority's infrastructure and distribution network in terms of flows, pressures and condition to provide in the facility's requirements.
- The degree of fire-fighting capability of and assistance available from the local authority.
- Written confirmation in principle from the local authority regarding its capacity to provide in the water requirements as indicated above and an estimate of the possible bulk contribution cost.

- Written confirmation in principle from the local authority that a water connection will be provided and an estimate of the possible cost.
- Any special requirements of the local authority in terms of the provision of water services, e.g. fire-fighting aspects with comments and recommendations in terms thereof.

In the situation where a local authority as a source is not possible or viable or deemed to be an unacceptable risk and the proposed source is boreholes, a river, etc., the following must be provided:

- Information regarding possible viable source options.
- Information regarding further investigations that will have to be conducted.
- Information regarding compliance with relevant legislation and if applicable further steps that will have to be taken to obtain the necessary approvals, authorizations, licenses etc. from the applicable authorities such as Department of Water and Sanitation, Department of Environmental Affairs, etc.

(It is to be noted that the need for further investigations will be decided and instructed by the Department).

- The sustainability and the possible spare capacity of the proposed source must be commented on.
- The possible need for water storage and the availability of a suitable location on the property taking into account and reporting on the environmental requirements in terms of the height of water tower structures.

Sewage / Waste Water

- An estimate with appropriate preliminary calculations of the average daily flow volumes with peak flows of the envisaged facility with a view to determine the flow volumes that will be discharged by the facility.
- An assessment of disposal options with a recommendation of a viable method.

➤ In the situation where waste water is proposed to be disposed of into a local authority's system the following must be provided:

➤ Information regarding the availability and capacity of a local authority's treatment facility and sewerage network.

- Written confirmation in principle from the local authority regarding its capacity in terms of its sewerage network and waste water treatment to accept the volumes as estimated and an estimate of the possible bulk contribution cost.
- Written confirmation in principle from the local authority that a sewage connection will be provided and an estimate of the possible cost.
- Any special requirements of the local authority in terms of the provision of waste water disposal services with comments and recommendations in terms thereof.

➤ In the situation where disposal into a local authority's system is not viable or possible and where on-site treatment or other methods of disposal will be required, the following must be provided:

- Information regarding possible viable options for disposal of waste water.
- Information regarding further investigations that will have to be done.
- Information regarding compliance with relevant legislation and if applicable further steps that will have to be taken to obtain the necessary approvals, authorizations, licenses, etc. from the applicable authorities such as Department of Water Affairs and Sanitation, Department of Environmental Affairs, etc.

(It is to be noted that the need for further investigations will be decided and instructed by the Department).

Notes:

- *Should, off-site treatment or disposal as a possible result of space constraint on the envisaged property be contemplated, this must be stated together with the proposed means of sewage disposal.*
- *Conservancy tank solutions should be avoided if possible.*
- *For dolomite sites the means of disposal shall not be septic tanks with soak-away (french) drains.*

Storm Water

- An evaluation of the acceptability of the site's location in terms of the risk of storm water flooding.
- The site's locality relative to the 1 in 100 year flood line and the Local Authority's or other legal specific requirements in respect of flood line relating aspects and development limitations as well as an indication on whether the envisaged development will comply.
- An estimate with appropriate preliminary calculations of the probable storm water run-off according to the frequencies as per the "Guidelines for Human Settlement Planning and Design".
- An assessment of envisaged storm water management on site with a method of discharging from the site.
- Written confirmation in principle from the local or other responsible authority regarding its capacity for accepting storm water volumes as estimated from the site and a quotation of possible bulk contribution costs from the local authority if applicable.
- Any special requirements of the local authority e.g. attenuation dams which may impact on the envisaged development with comments and recommendations in terms thereof.

Civil Engineering Investigations (Sustainability)

The sustainability of all civil engineering services in terms of the future provisioning thereof based on current demand as well as in terms of the possible projected increased demands and requirements due to e.g. possible extensions to the envisaged facility must be commented on. (Information regarding possible future increased utilisation is to be obtained from the Department's Directorate: Town Planning Services. If such information could not readily be obtained then a general opinion should be provided). Where applicable, use must be made of available Integrated Development Plans and the Local Authority's comments in this regard are to be obtained and provided.

Civil Engineering Investigations (Roads, Parking and Traffic Impact)

An assessment of the available space on the site to satisfy the probable need for roads and parking.

- A basic assessment of the possible impact that the envisaged development will have on existing traffic patterns as well as the resultant possible need for upgrading of relevant traffic and road infrastructure. A recommendation based on applicable traffic engineering standards on the need for a detailed traffic impact study must be made.
- Written confirmation in principle from the local authority regarding the need for upgrading of traffic and road infrastructure and an estimate of possible bulk contribution costs.
- The result of an investigation with recommendations regarding access to the site.
- Written confirmation in principle from the local authority regarding the availability of access to the site and an estimate of possible bulk contribution costs.
- Any special requirements of the local authority with comments and recommendations in terms thereof.

Conclusion and Recommendation

The report must conclude with the provision of inter alia a general expression of opinion on the suitability of the property in terms of its intended use as well as with a recommendation in that regard.

An indication and assessment of the level of risk and the acceptability thereof in terms of any aspect of the availability and sustainability of services must be provided as part of the *recommendation*.

TASK 3: ELECTRICAL ENGINEERING INVESTIGATIONS

- Give a brief description of the site and the conditions. Indicate on a sketch the new supply position
- Obtain or determine the capacity of the existing electrical network in the area.
- Get confirmation from the local supply authority regarding what type of measurement and costing system used.
- Determine the closest supply point to the site.
- Determine the total load required for the new installation.
- Get confirmation from the local supply authority in writing that they will be able to provide the total new load required. Obtain estimated cost from the local supply authority regarding the new connection.
- Obtain confirmation from the local supply authority regarding the voltage the connection will be provided. (MV or LV)
- Advise the Department regarding regulatory and statutory requirements as well as any by- laws regarding the new connection.
- Advise the Department regarding any by-laws regarding emergency power supplies connected to the electrical network.

TASK 4: GEOTECHNICAL INVESTIGATIONS

An evaluation of the geological and soil conditions, with a view to point out the possible impact on the design and construction costs of roads, parking and other services, must be provided.

Geotechnical investigations should be executed in compliance with the Departmental guideline document, PW 2006/1 and must be limited to basic (elementary) investigations and analyses. This should generally be understood to mean the following:

- Carrying out of a desk study (topographical maps, geological maps, gathering information e.g. records of other investigations in the area and from the local authority, etc.).
- If regarded necessary i.e. if desk study outcomes prove insufficient for the purpose, the digging of a limited number of shallow trial holes (not more than approximately 1,0m deep) and the profiling thereof (after having obtained the required approval from owners or authorities).
- Laboratory testing, limited to the determination of the basic soil properties of e.g. clays (expansiveness), collapsible soils, etc. and only if a visual assessment could not be made and if regarded as an absolute necessity to enable a recommendation to be made on the suitability of the site.

(It is to be noted that the need for additional more detailed investigations may be motivated and will be decided upon and instructed by the Department).

Such investigations shall be coordinated between the civil and structural or geotechnical engineering consultants to ensure that the information (soil types, parameters, etc.) gathered by the investigation and tests would be applicable to both civil and structural engineering requirements. The reporting with recommendations on civil and structural engineering aspects should however be presented separately.

Regarding the possible presence of dolomite, enquiries should be directed to the Directorate: Town Planning Services to provide a copy of, or the Dolomite Risk Management Unit of the Department's Directorate: Civil and Structural Engineering for the issuing of a Dolomite Status Certificate, a copy of which should be enclosed in this report.

TASK 5: ENVIRONMENTAL INVESTIGATIONS

- Undertake ecological or botanical assessment to determine if the area identified for the proposed development has protected plant species.
- Undertake environmental screening to present if there is a need to undertake environmental assessment processes in terms of NEMA, 1998 and its attendant Regulations, 2010. Further screen if there is a need for permit applications for the removal of any identified red data plant species.
- If the screening confirms the need for EIA which is expected to be a basic assessment, undertake the following activities:
- Lodgement of application for registration of EIA by Department of Environmental Affairs DEA).
- Undertaking of basic assessment process of EIA.
- Submission of and attainment of approval for basic assessment report (BAR) from DEA.
- Facilitation of public participation processes.
- Preparation of background document of public participation and registration of interested and affected parties.
- Preparation of notices and advertisement of EIA for public comments.
- Circulation of BAR to relevant departments and institutions for comments.
- Addressing and responding to comments from interested and affected parties.
- Attending all meetings related to the EIA process.

C3.2.1.2 Location of the Project

The Project is located in Johannesburg, Gauteng Province.

C3.2.1.3 Project Programme

| Summary of the Project Activities | Project Deliverables | Deliverables Timeframe (months) min – max |
|--|--|---|
| PHASES 1 : PROJECT INCEPTION AND SITE AUDIT | | |
| <ul style="list-style-type: none"> ▪ Consultation and finalization of project brief. ▪ Attending briefing or terms of reference meeting with project manager ▪ Briefing and management of sub-consultants ▪ Property information verification ▪ Undertaking Civil, Electrical, and Geotechnical Investigations/ studies. ▪ Submission of Site Audit report for consideration by the Project Manager ▪ Attending all project meetings when necessary | <ul style="list-style-type: none"> ▪ Finalization of project brief ▪ Study investigation or project inception reports ▪ Comprehensive site audit report ▪ Input / Approval letters from departmental relevant professionals for incorporation on the final or close report | 3-8 Months |
| PHASE 2: STATUTORY PROCESSES AND FINALIZATION | | |
| <ul style="list-style-type: none"> ▪ Undertaking of EIA scoping process; ▪ Undertaking of EIA process and authorization; ▪ Attending all project meetings when necessary | <ul style="list-style-type: none"> ▪ Proof of submission ▪ Proof of notification | 3-10 months |
| PHASE 3: PROJECT DELIVERY | | |
| <ul style="list-style-type: none"> ▪ Acquire all required approvals ▪ Preparation of final site clearance or close out report | <ul style="list-style-type: none"> ▪ Final Site clearance report | 4-10 Months |

The project execution is hereto expected to be completed by the Service Provider in line with the above **generous** time period hence the contract is valid only for 36 months maximum Any deviation to the above although within the 36 months period to be agreed with and must be approved by the Departmental Project Manager. With the above 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.

C3.2.1.4 Information available from Employer

Map of the site, aerial photos of the site and zoning information from the municipality.

The Employer hereto attached the following documents for reference and perusal purposes:-

- (1) Copies of available Title Deeds for properties**
- (2) Client requirements (Specification and Norms)**
- (3) Zoning Information**

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 (Not Applicable)

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**

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**
- 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
- Land Surveyor
- Environmental Consultant
- Geotechnical Specialist
- Soil Scientist
- Heritage Specialist
- Valuation professional
- Conveyancer
- Geo-hydro specialist
- Any Specialist as may be required depending on the characteristic of the property

3.3.3 Land Procurement / Availability (Not Applicable)

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**
- 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 Land Affairs)**
 - 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 from 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**

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 (if Applicable)**
- DFA-application**
- Environmental Authorization from the National Department of Environmental Affairs**
- Heritage audit/approval**
- Less Formal Township Establishment**

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 (If Applicable)**
- Title Deeds (If Applicable)**
- Heritage approval (SAHRA permit & conditions)**
- EIA authorizations and report it. Act 73 of 1989**
- Environmental Management Plan imposed on the execution phase (EIA)**
- Land use rights approval from the municipality**
- Local Authority Financial Contributions (If Applicable)**
- Infrastructure Service Level Agreement**

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.

C4: SITE INFORMATION



ADDRESS INFORMATION

Address: Portion 2 of Farm 2 Rietfontein 2 IR
Country: South Africa
Province: Johannesburg, Gauteng province
Municipality: City of Johannesburg Metropolitan Municipality