



2024/07/30
public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

Private Bag X65, Pretoria, 0001, Tel (012) 406-1000
CGO Building, Cnr Bosman and Church Street, Pretoria, 0001

TENDER DOCUMENT

INVITATION TO TENDER FOR PROFESSIONAL SERVICES:

TOWN PLANNING SERVICES

FOR THE PROJECT

APPOINTMENT OF A PANEL OF QUALIFIED TOWN PLANNING PROFESSIONALS TO PROVIDE PROFESSIONAL SERVICES FOR THE NATIONAL DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF THREE (3) YEARS: CLUSTER 1 (MPUMALANGA, NORTH WEST AND LIMPOPO PROVINCES)

WCS: N/A

REFERENCE NO: N/A

TENDER NO: H24/010 AI

JULY 2024

Name of tenderer:

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

CONTENTS

Page

The Tender

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	12
T2.2 Returnable Schedules	12

The Contract

C1: AGREEMENT AND CONTRACT DATA

C1.1 Form of Offer and Acceptance	42
C1.2 Contract Data	46

C2: PRICING DATA

C2.1 Pricing Assumptions	57
C2.2 Activity Schedule	61

C3: SCOPE OF SERVICES

C3 Scope of Services	65
----------------------------	----

C4: SITE INFORMATION

C4 Site Information	75
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T1: TENDERING PROCEDURES

T1.1 Notice and Invitation to Tender

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

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

T1.1.3 Bid Documents are Available for free download to on departmental website: www.publicworks.gov.za and e-tender portal: www.entenders.gov.za .The tender will close on the **28 August 2024 at 11:00 AM** at CGO Building Pretoria Central

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 **R 0** 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 Pamela Ntiwane

Tel no: 012 406 1047

Cell no: 081 037 9460

Fax: N/A

Physical address: 256 Madiba Street
Office No 603 CGO Building, Department of Public Works and
Infrastructure
Pretoria 0001

Postal address: National Department of Public Works
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** as contained in **Annexure C** of the **Construction Industry Development Board Standard for Uniformity in Engineering and Construction Works Contracts** as per Government Notice No. 423 published in Government Gazette No. 42622 of **8 August 2019** and as amended from time to time.

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

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

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

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

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

Clause number	
[C.1.1]	The Employer is the Government of the Republic of South Africa in its Department of Public Works and Infrastructure.
[C.1.2]	For this Contract the single volume approach is adopted. This procurement document has been formatted and compiled under the headings for a single volume approach as contained in table 5 of the CIDB's "Standard for Uniformity in Construction Procurement." 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. The tender document, issued by the Employer, comprises the following separate identifiable documents collectively forming the "Tender Document in a single volume": <u>The Tender</u> T1: Tendering Procedures T1.1 Notice and Invitation to Tender T1.2 Tender Data T2: Returnable Documents T2.1 List of Returnable Documents T2.2 Returnable Schedules <u>The Contract</u> C1: Agreement and Contract Data C1.1 Form of Offer and Acceptance C1.2 Contract Data C2: Pricing Data C2.1 Pricing Assumptions C2.2 Activity Schedule C3: Scope of Services

C4: Site Information

[C.1.4]	The Employer's agent for the purpose of this tender is deemed to be the authorised and designated representative of the Employer, who will be the departmental project manager as noted in T1.1.6 Notice and Invitation to Tender.
[C.2.1]	<u>Tenders will only be considered for acceptance if</u> (i.e. will only be regarded as responsive if): 1. The tendering Service Provider is a town and regional planning practice and which is owned and controlled by registered professional planners, by at least a percentage determined by the South African Council for Planners in its Code of Professional Conduct, in terms of number, shareholding and voting power, who are registered in terms of the Planning Profession Act, 2002 (Act no 36 of 2002) and who will hereafter be referred to as registered principals of the practice or a multi-disciplinary professional practice, that also practises town and regional planning work, which division/section is under the fulltime supervision of a registered professional planner, and which is owned and controlled by registered professionals by at least a percentage determined by any of the relevant professional Councils for cases pertaining to multi-disciplinary practices/business undertakings, in their respective Codes of Professional Conduct, in terms of number, shareholding and voting power, who are registered in terms of the Architectural Profession Act, 2000 (Act no 44 of 2000), Landscape Architectural Profession Act, 2000 (Act no 45 of 2000), Engineering Profession Act, 2000 (Act no 46 of 2000), Project and Construction Management Professions Act, 2000 (Act no 48 of 2000) and/or Quantity Surveying Profession Act, 2000 (Act no 49 of 2000), Natural Scientist (Act No. 27 of 2003) or S24H of NEMA (Act No. 107 of 1998) and the Section 24H Registration Authority Regulations Professional and Technical Surveyors' Act (Act No. 40 of 1984) Planning Profession Act, 2002 (Act no 36 of 2002) and who will hereafter be referred to as registered principals. 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. 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; [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.]

5. All Returnable Documents mentioned in T2: Returnable Documents (T2.1 List of Returnable Documents and T2.2 Returnable Schedules) have been included in the tender;
6. (a) The tendering Service Provider has provided the required information/documentation to enable an evaluation panel to perform functionality and risk assessments as described in 6(b) and 6(c) hereafter and referred to in T2.1 – sub paragraph 4;

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

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

A	Functionality Criteria	Weight (%)
1.	TOWN PLANNING CONSULTING COMPANY Town Planning Consulting Company will be assessed according to accumulated years of existence as per of the company registration (CIPC) and registration to SACPLAN Database: 10 or more years = 5 points 8 to 10 years = 4 points 4 to 7 years = 3 point less than 4 years = 0	20
2.	LEAD PROFESSIONAL TOWN AND REGIONAL PLANNER A lead Professional Planner ought to be registered with the South African Council for Planners (SACPLAN). 1. Lead Prof. Planner with more than 10 years = 5 Points 2. Lead Prof. Planner with more than 8 years = 4 points 3. Lead Prof. Planner with more than 6 years = 3 point 4. Lead Prof. Planner with less than 6 years = 0 points NB: Prof is an abbreviation for Professional	30
3.	TOWN AND REGIONAL PLANNING PROJECT EXPERIENCE Attach a list of successful completed town planning projects undertaken in the past 4 years. List to be accompanied by contactable and verifiable references and/or completion letters to substantiate the stated experience. (NB: Appointment letters will not be considered) Evaluation Criteria: 9 and more Projects = 5 points 7 -8 Projects = 4 points 5 - 6 Projects = 3 points 3 - 4 Projects = 2 points 1 - 2 Projects = 1 point 0 Projects = 0	30

4.	Financial Credibility: Provide Bank Rating not older than 6 months (not bank statements or proof of bank account) from Banking Institution to justify credit risk Bank Rating of 'A' = 5 points Bank Rating of 'B' = 4 points Bank Rating of 'C' = 3 points Bank Rating of 'D' = 2 points Bank Rating of 'E' = 1 point Non-submission of bank rating will be 0 point. In case of a joint venture each bidder to submit its own Bank Rating	20
	Total Weight	100

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

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

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

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

The risk criteria are as follows:

Technical risks:

Criterion 1: Experience on comparable projects during the past 4 years.

The tendering Service Provider's experience on comparable projects during the past 4 years. The number of current and previous comparable projects performed by the Tenderer as per the evaluation report prepared by the Bid Evaluation Committee, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-

09 (PSB), as well as, if necessary, of any additional work executed by the Tenderer, not reflected on form DPW-09 (PSB).

Aspects to be regarded as “comparable” includes (but may be extended according to circumstances): size of projects (measured against monetary value or other project quantifying parameters), nature of projects (building, engineering, high/low rise, etc.), locality/area of execution (site-specific influences, knowledge of local conditions, etc.), complexity of project, projects for similar client department irrespective of end purpose of buildings/facilities created or in progress of being created and time scales of projects (normal, fast track, etc.) and stage of its/their development.

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

Criterion 2: Contractual commitment and quality of performance on comparable projects during the past 4 years.

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

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

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

in the absence of relevant information with the tender and will therefore render the tender as unacceptable and excluded from further consideration.]

Criterion 3: Suitably qualified and appropriately experienced human resources

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

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

Criterion 4: Proof of Professional Indemnity Insurance

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

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

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

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

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

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

	Commercial risks: The financial viability assessment evaluates the risk over the life of the service contract period, as to whether the tenderer will be able to deliver the goods and services which are specified in the contract and / or be able to fulfil guarantees or warranties provided for in the contract in order to complete the project successfully for the amount tendered. Aspects to be considered include but not limited to, the respective rates tendered, bank rating, financial capability and capacity whether the tenderer has or has access to sufficient financial resources to deliver the goods or services described in the tender documentation (including fulfilling any guarantees or warranty claims), whether the tenderer is not subject to any current or impending legal action (either formal proceedings or notification of legal action) which could impact on the financial standing of the tenderer or the delivery of the goods or services, management accounts / financial report from auditors as proof of current liquidity, and company or any parent company or investor guarantee/s and financial statements. [An opinion will be formed by each of the members of an evaluation panel according to his/her assessment of the financial viability of the amount tendered in order to render the service. Members of the evaluation panel will discuss their respective risk perceptions in order to reach consensus, failing which the specific risk will be put to the vote. No risk assessment will be performed for this criterion in the absence of relevant information/ curricula vitae with the tender and will therefore render the tender as unacceptable and excluded from further consideration.] Other <u>project specific</u> risk criteria: Not Applicable Note: Any tender not complying with <u>all</u> of the above-mentioned stipulations will be regarded as non-responsive and will therefore <u>not</u> be considered for further evaluation.
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[C.2.7]	A tender clarification meeting will not be held in respect of this tender Attendance of said clarification meeting is N/A. The particulars for said tender clarification meeting are: Location: N/A Venue: N/A Virtual Meeting: N/A Date: N/A Starting time: N/A
[C.2.13.3]	Each tender offer communicated on paper shall be submitted as an original. Each page of the tender document shall be initialled by the Authorised Signatory as per the Resolution of the Board of Directors, Consortia or Joint Venture in terms of PA15.1, PA15.2 or PA15.3.
[C.2.13.4]	No Clause

[C.2.13.5]	The Employer's addresses for delivery of tender offers are as advertised in the Tender Bulletin. 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. " H24/010 AI "WCS no. N/A "Tender for Town Planning Services".
[C.2.13.6]	A two-envelope procedure will not be followed.
[C.2.15]	The closing time for submission of tenders is as advertised in the notice and invitation to tender.
[C.2.16]	
[C.2.19]	The tenderer shall provide access for inspections to his offices as may be required by the Employer.
[C.2.22]	Not a requirement.
[C.2.23]	The tenderer is required to submit with his tender all documents listed in T2 Returnable Documents, T2.1 and T2.2.
[C.3.4]	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 on the notice and invitation to tender. Location: room Reception Area, Department of Public Works and Infrastructure, Central Government Offices, North Wing, Cnr Madiba and Bosman Street, Pretoria.
[C.3.5]	A two-envelope procedure will not be followed.
[C.3.9.3]	"Notify the tenderer of all errors, omissions and/or rate imbalances that are identified in the tender offer and request the tenderer to, within a stipulated time, accept the total of prices as corrected in accordance with C.3.9.4."
[C.3.9.4]	"In cases where tender offers contain errors, omissions and/or rate imbalances, these are to be corrected 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."
[C.3.11]	
[C.3.17]	The number of paper copies of the signed contract to be provided by the employer is <u>one</u> .

T2: RETURNABLE DOCUMENTS

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

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

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

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

T2.2.1 SUBSTANTIVE COMPLIANCE RESPONSIVENESS CRITERIA

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

1	☒	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.
2	☒	Tender offer must be properly received on the tender closing date and time specified on the invitation, completed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink. (All as per Standard Conditions of Tender).
3	☒	Use of correction fluid is prohibited.
4	☐	Submission of signed Form of Offer and Acceptance (C1.1)
5	☒	Submission of DPW-09 (PSB): Particulars of Tenderer's Projects.
6	☐	Submission of fully completed (C2.2.2) Activity Schedule for Value Based Fees OR (C2.2.3) Activity Schedule for Time Based Fees, whichever is applicable in accordance with C2.1.1.1.
7	☒	Submission of acceptable Professional Indemnity insurance as per C1.2.3
8	☐	Provide proof of valid professional registration, qualification, CV's and other documentation relating to registered principals and key personnel as contained in C2.1 (2) and 7.2.
9	☐	Bidders must comply with DPW-21 (PSB): Record of Addenda to tender documents, if any.
10	☐	Submission of DPW-16.1 (PSB): Tender Clarification Meeting Certificate signed by the authorised official and completion of bid briefing attendance register.
11	☒	Town and Regional Planning Company with a minimum 4 years in existence
12	☒	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.
13	☐	The company (main tenderer) should be located in one of the provinces (Mpumalanga, North West and Limpopo Provinces). A Lease agreement or proof of rates and taxes certificate with a current bill of account not older than (90) days, Letter of trial authority must be submitted.
14	☒	The core-function of bidding company should be Town Planning Services Proof of registration with/on SACPLAN Data Base

T2.2.2 ADMINISTRATIVE RESPONSIVENESS CRITERIA

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

1	☒	Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's.
2	☒	Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.
3	☒	All parts of tender documents submitted must be fully completed in ink and signed where required.
4	☒	Submission of (PA-11): Bidder's disclosure
5	☒	Submission of PA-16.1 (PSB): Ownership Particulars
6	☒	Submission of documentation relating to risk assessment criteria as contained in C 2.1 of T1.2 Tender Data.
7	☒	Data provided by the Service Provider (C1.2.3) fully completed.
8	☒	Submission of (PA 40): Declaration of Designated Groups
9	☒	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD). Insert the Supplier Registration Number on the form of offer, including proposed sub-consultants if any
10	☒	Upon request, submission of fingerprints obtainable from local SAPS including any other additional documentation and information required for vetting purposes.
11	☐	Upon request, submission of a fully completed security clearance application form with supporting documentation and information as required. The security clearance form will be provided by the Employer for projects requiring a security clearance.
12	☒	Bidders must comply with DPW-21 (PSB): Record of Addenda to tender documents, if any.
13	☒	A Lead Professional Planner and supporting town planning team registered with the South African Council for Planners, Act 2002 (SACPLAN) to attach ID copies, valid proof of registration with SACPLAN.
14	☐	
15	☐	

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

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

METHOD TO BE USED TO CALCULATE POINTS FOR SPECIFIC GOALS



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

Table 1

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	10	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	- Official Municipal Rates Statement which is in the name of the bidder. Or - Any account or statement which is in the name of the bidder. Or - Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or - Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51% owned by black women (Mandatory)	4	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4.	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	- SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. and - Medical Certificate indicating that the disability is permanent. Or - South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. Or

			National Council for Persons with Physical Disability in South Africa registration (NCPDSA).
5.	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

☐

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

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

Table 2

Serial No	Specific Goals	Preference Points Allocated out of 10	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	4	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	- Official Municipal Rates Statement which is in the name of the bidder. Or - Any account or statement which is in the name of the bidder. Or - Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or - Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51% owned by black women (mandatory)	2	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

4. ☐	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. and • Medical Certificate indicating that the disability is permanent. Or • South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. Or National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).
OR			
5. ☐	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	• ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable

PA-16.1 (PSB): OWNERSHIP PARTICULARS

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

Project title:	Town planning services for: <i>APPOINTMENT OF A PANEL OF QUALIFIED TOWN PLANNING PROFESSIONALS TO PROVIDE PROFESSIONAL SERVICES FOR THE NATIONAL DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF THREE (3) YEARS: CLUSTER 1 (MPUMALANGA, NORTH WEST AND LIMPOPO PROVINCES)</i>
Tender / Quotation no:	H24/010 AI

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 <u>personal liability company</u> .
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 <u>group interest</u> .
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
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DPW-09 (PSB): PARTICULARS OF TENDERER'S PROJECTS

Project title:	APPOINTMENT OF A PANEL OF QUALIFIED TOWN PLANNING PROFESSIONALS TO PROVIDE PROFESSIONAL SERVICES FOR THE NATIONAL DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF THREE (3) YEARS: CLUSTER 1 (MPUMALANGA, NORTH WEST AND LIMPOPO PROVINCES)		
Tender / quotation no:	H24/010 AI	Closing date:	28 August 2024
Advertising date:	30 July 2024	Validity period:	

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

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

1.1. Current projects

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

1.2. Completed projects

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

Name of Tenderer	Signature	Date

PA-40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

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

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

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

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

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

2. DECLARATION:

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

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

Signed by the Tenderer

Name of representative	Signature	Date

DPW-16.1(PSB): TENDER CLARIFICATION MEETING CERTIFICATE

Project title:	Town planning services for: APPOINTMENT OF A PANEL OF QUALIFIED TOWN PLANNING PROFESSIONALS TO PROVIDE PROFESSIONAL SERVICES FOR THE NATIONAL DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF THREE (3) YEARS: CLUSTER 1 (MPUMALANGA, NORTH WEST AND LIMPOPO PROVINCES)		
Tender / Quotation no:	H24/010 AI	Reference no:	

This is to certify that I, _____

representing _____

attended the tender clarification meeting on: _____

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

Name of Tenderer	Signature	Date

Name of DPW Representative	Signature	Date

PA-11: BIDDER'S DISCLOSURE

Project title:	Town planning services for: APPOINTMENT OF A PANEL OF QUALIFIED TOWN PLANNING PROFESSIONALS TO PROVIDE PROFESSIONAL SERVICES FOR THE NATIONAL DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF THREE (3) YEARS: CLUSTER 1 (MPUMALANGA, NORTH WEST AND LIMPOPO PROVINCES)		
Tender / Quotation no:	H24/010 AI	Reference no:	

1. PURPOSE OF THE FORM

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

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

2. BIDDER'S DECLARATION

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

☐ YES ☐ NO

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

Full Name	Identity Number	Name of State institution

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

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

For External Use

Page 1 of 3

Effective date: July 2023

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

☐ YES ☐ NO

2.2.1 If so, furnish particulars:

.....
.....

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

☐ YES ☐ NO

2.3.1 If so, furnish particulars:

.....
.....

3. DECLARATION

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

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

⁴ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

Page 2 of 3

Effective date: July 2023

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

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

Name of Bidder	Signature	Date	Position

This form is aligned to SBD 4.

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

Effective date: July 2023

Page 3 of 3

PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

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

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

Held at _____ (place)

on _____ (date)

RESOLVED that:

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

(project description as per Tender Document)

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

- 2 *Mr/Mrs/Ms: _____

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

and who will sign as follows:

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

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

13			
14			
15			
16			
17			
18			
19			
20			

Note:

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

ENTERPRISE STAMP

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

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

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

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

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

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

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

(project description as per Tender Document)

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

- 1 *Mr/Mrs/Ms: _____

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

and who will sign as follows:

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

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

Physical address: _____

_____ *(code)*

Postal Address: _____

_____ (code)

Telephone number: _____ Fax number: _____

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

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

Note:

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

ENTERPRISE STAMP

PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

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

1 _____

2 _____

3 _____

4 _____

5 _____

6 _____

7 _____

8 _____

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

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

(project description as per Tender Document)

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

B. Mr/Mrs/Ms: _____

in *his/her Capacity as: _____ (position in 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: _____

E-mail address: _____

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

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

Note:

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

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 Preference Points System to be applied

(tick whichever is applicable).

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

1.3 Points for this tender shall be awarded for:

1.3.1 Price; and

1.3.2 Specific Goals

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

CHOOSE APPLICABLE PREFERENCE POINT SCORING SYSTEM	☐ 80/20	☐ 90/10
PRICE	80	90
SPECIFIC GOALS	20	10
Total points for Price and Specific Goals	100	100

1.5 Breakdown Allocation of Specific Goals Points

☐ **1.5.1. For procurement transaction with rand value greater than R2 000, 00 and up to R1 Million (Inclusive of all applicable taxes) the specific goals listed in table 1 below are applicable.**

Table 1

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE which is at least 51% owned by black people (Mandatory)	10	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	- Official Municipal Rates Statement which is in the name of the bidder. Or - Any account or statement which is in the name of the bidder. Or - Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or - Lease Agreement which is in the name of the bidder.
3.	An EME or QSE which is at least 51% owned by black women (Mandatory)	4	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4.	An EME or QSE which is at least 51% owned by black people with disability (Mandatory)	2	- SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. and - Medical Certificate indicating that the disability is permanent. Or - South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. Or - National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).
5.	An EME or QSE which is at least 51% owned by black youth (Mandatory)	2	ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

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

Table 2

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	10	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	- Official Municipal Rates Statement which is in the name of the bidder. Or - Any account or statement which is in the name of the bidder. Or - Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or - Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51% owned by black women (Mandatory)	4	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4.	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	- SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. and - Medical Certificate indicating that the disability is permanent. Or - South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. Or National Council for Persons with Physical Disability in South Africa registration (NCPDSA).
5.	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

☐	1.5.3. For procurement transaction with rand value greater than R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 3 below are applicable.		
NB. The use of one of goal numbers' 4 or 5 is mandatory. The BSC must select either one of the two, but not both.			
Table 3			
Serial No	Specific Goals	Preference Points Allocated out of 10	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	4	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	- Official Municipal Rates Statement which is in the name of the bidder. Or - Any account or statement which is in the name of the bidder. Or - Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or - Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51% owned by black women (mandatory)	2	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4. ☐	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	- SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. and - Medical Certificate indicating that the disability is permanent. Or - South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. Or National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).
OR			
5. ☐	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable

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

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10
$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$	or	$Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$

Where

- Ps = Points scored for price of tender under consideration
 Pt = Price of tender under consideration
 Pmin = Price of lowest acceptable tender

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

$$P_S = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \text{ or } P_S = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

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

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

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

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

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

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

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

Version: 1.3

C1: AGREEMENT AND CONTRACT DATA

C1.1 Form of Offer and Acceptance

Offer

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

TOWN PLANNING SERVICES

on the Project

APPOINTMENT OF A PANEL OF QUALIFIED TOWN PLANNING PROFESSIONALS TO PROVIDE PROFESSIONAL SERVICES FOR THE NATIONAL DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF THREE (3) YEARS: CLUSTER 1 (MPUMALANGA, NORTH WEST AND LIMPOPO PROVINCES)

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

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

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

Rand (in figures) RN/A.....

Rand (in words).....N/A.....

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

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

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

Company or close corporation:

.....
.....

whose registration number is:

.....

whose income tax reference number is:

.....

and whose National Treasury Central Supplier Database (CSD) numbers are:

CSD supplier number:

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

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:

OR

Tender No.
WCS no.

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:

E-mail address:

Banker: Branch:

Acceptance

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

The terms of the Contract are contained in:

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

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

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

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

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

For the Employer:

Name of signatory	Signature	Date

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

Witnessed by:

Name of witness	Signature	Date

Schedule of Deviations

Notes:

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

1.2.1. Subject:
Detail:

1.2.2. Subject:
Detail:

1.2.3. Subject:
Detail:

1.2.4. Subject:
Detail:

1.2.5. Subject:
Detail:

1.2.6. Subject:
Detail:

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

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

C1.2 Contract Data

C1.2.1 Standard Professional Services Contract

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

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

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

C1.2.2 Data provided by the Employer

Clause	
1	Contract Data Specific data, which together with these General Conditions of Contract, collectively describe the risks, liabilities and obligations of the contracting Parties and the procedures for the administration of the Contract. Clauses stipulated in the Contract Data are in addition to or amendments to or replace the corresponding clauses in the STANDARD PROFESSIONAL SERVICES CONTRACT (July 2009) (Third Edition of CIDB document 1014). The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract. 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.
1	Period of Performance The Period of Performance is the period commencing from the date of signature of the letter of acceptance until the Service Provider has completed all Deliverables in accordance with the Scope of Services and in accordance with the approved baseline programme or within the approved extended programme as per Clause 3.15 of the Standard Professional Services Contract (July 2009).
3.4.1	Any notice, request, consent, approvals or other communication made between the Parties pursuant to the Contract shall be in writing and forwarded to the address specified in the Contract Data. Such communication shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or one week after having been sent by registered post, or unless otherwise indicated in the Contract Data. Communication by e-mail is permitted but the originals of all contractual documents must be submitted. Email communication shall be deemed to have been delivered to the recipient one calendar day after sending.
3.5	The Services shall be executed in the Service Provider's own office and/or on the Project site as described in C3.2.2 Project description. No portion of the work may be performed by a person employed by the State. No portion of the work may be sublet to any other person or persons without the prior written approval of the Employer.
3.6	Omit the following: "... within two (2) years of completion of the Service ...".
3.8.2	The cost of preparation so negotiated shall not exceed the hourly tariff for time based fees as published at the time of the Employer's instruction and the hours will be as negotiated for each Category as defined in C2.1.3.2.

	The cost, for incorporation into the Contract any variations to the Services as ordered by the Employer, shall be calculated according to the Service Provider's tendered price. Implementation of the variation in services to be rendered by the Service Provider, shall only proceed after a written agreement between the parties.				
3.9.1 (a)	A change in legislation takes place in accordance with the provisions of Clause 3.2 provided the change in legislation came into effect after the completion of the tender documentation approved by the Employer.				
3.9.1. (c)	"the Employer, its employees or clients and/or their agents" Only extension of time without cost will considered in case where a 3 rd party has caused a delay.				
3.9.1 (d)	No Clause.				
3.9.1 (e)	The contract is restarted following a suspension period of 2 years the Service Provider is entitled to a change in contract price based on the applicable fee scales as published at the time of uplifting the suspension. The applicable fee scales as published at the time of uplifting the suspension will only be applied to the remaining work stages following the suspension				
3.9.3	"Upon receiving an application from the Service Provider to amend the period of performance and/or fees, the Employer shall assess the changes to the Contract Price and/or extension of the Period of Performance on the impact of the delay on the Services based on the fee structure that the Service Provider has tendered for and appointed on. Additional Services ordered by the Employer shall be assessed on time-based fees as tendered for and adjusted in terms of price adjustment to time-based fees for inflation as per 3.16.				
3.9.4	The application for changes to the Period of Performance is subject to the delay being on the Critical Path of the approved programme and due to no fault of the Service Provider.				
3.12	Penalty Period of Performance shall be sub dividable in separate target dates according to the programme for each assignment to be submitted in terms of clause 3.15 hereof. Without prejudice to his other remedies under the Contract or in law, the Employer shall have the right to recover all cost claimed by the contractor in the event that the contractor claimed for delays resulting from actions or non-actions of the Service Provider. The Employer shall further have the right to recover all other cost, including but not restricted to extended rental cost resulting from the delay caused directly or indirectly by the Service Provider, certifying incorrect work for payment, delay in the construction period, remedial cost to correct incorrect designs and or documentation, including omissions. Without prejudice to his other remedies under the Contract or in law, the Employer shall recover a penalty amount per day, stipulated in the table below per target date for the full period of the delay. 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 per calendar day, as stipulated in the table below for the full period of the delay. CALCULATION OF PENALTIES <table border="1" style="margin: 0 auto; width: 80%;"> <thead> <tr> <th style="width: 60%; text-align: center;">VALUE OF THE PROJECT</th><th style="width: 40%; text-align: center;">% PENATIES OF FEES</th></tr> </thead> <tbody> <tr> <td style="height: 40px;"></td><td></td></tr> </tbody> </table>	VALUE OF THE PROJECT	% PENATIES OF FEES		
VALUE OF THE PROJECT	% PENATIES OF FEES				

1	1	UP TO	500,000	0.05000000	%
2	500,001	UP TO	1,000,000	0.05000000	%
3	1,000,001	UP TO	2,000,000	0.03750000	%
4	2,000,001	UP TO	4,000,000	0.02500000	%
5	4,000,001	UP TO	8,000,000	0.01875000	%
6	8,000,001	UP TO	16,000,000	0.01250000	%
7	16,000,001	UP TO	32,000,000	0.00781250	%
8	32,000,001	UP TO	64,000,000	0.00468750	%
9	64,000,001	UP TO	128,000,000	0.00273438	%
10	128,000,001	UP TO	256,000,000	0.00156250	%
11	256,000,001	UP TO	512,000,000	0.00087891	%
12	512,000,001		and above	0.00048828	%

Recovering of cost and or penalties may be done in the following ways:

- a) claim against professional indemnity insurance, or
- b) deduction from fee account, or
- c) direct payment to the contractor by the consultant, or
- d) litigation, or
- e) any other method available to the Employer

3.15.1

A baseline programme for the performance of the Service shall be submitted by the Service Provider, identified as the principal agent in terms of C3.5.1 Service Providers, to the departmental project manager, within a period of seven (7) days following the briefing meeting and whenever a programme is amended or revised, submit for the Employer's approval a programme for the performance of the Services which shall, inter alia, include:

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

The baseline programme will be the result of the co-ordination of all appointed Service Providers' inputs and shall be in sufficient detail describing key milestones, events and activities linked to the fastest realistic timeframes in which the Service can be delivered. Milestones and events are to be listed based on the Scope of Services described in part C3 of the various appointed Service Providers' tender documents and presented in bar chart format. No milestones may, at the co-ordination stage, be extended beyond the timeframes outlined in C3.2.2.3 Project Programme, unless approved by the Employer. The programme thus compiled and presented by the principal agent must be counter-signed by all appointed Service Providers as proof that the programme was agreed upon by all during the said co-ordination action. Such signed programme shall then constitute the Service Contract Period between the Employer and all the appointed Service Providers.

In the event of the Employer not being satisfied with the submitted programme, the Parties will negotiate in good faith towards a programme that will be agreeable to both. Such an agreed-upon programme will form the basis for the management of the appointment, the Period of Performance and remuneration purposes of the respective Service Provider/s. Should circumstances change from the initial briefing, the Service Provider/s and the Employer will negotiate a revised programme to satisfy such change(s). Should the Parties fail to reach agreement on the programme or revised programme, the matter will be dealt with in terms of clause 12.1.2 of the General Conditions of Contract. Should the mediation process fail, the

	Contract will be deemed to have been mutually terminated and any reasonable fees accrued at that stage settled by the Employer. Any failure to comply with the provisions of clause 3.15.1 <i>supra</i> and submit or re-submit the programmes of works or failure to submit the programme on the date required by the Employer, which request shall at all material times be reasonable and fair, shall constitute a material breach of the terms and condition of contract which entitles the Employer to terminate the contract with due regard to clause 8.4 (cidb Standard Professional Services Contract, July 2009).
3.16.2	The adjustment to the time-based fees shall be equal to: $(CPI_n - CPI_s) / CPI_s$ where CPI_s = the indices specified in the Contract Data during the month in which the start date falls CPI_n = the latest indices specified in Contract Data during the month in which the anniversary of the Start Date falls 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. The indices of StatsSA P0141 are available on the Website: http://www.statssa.gov.za/Publications/statsdownload.asp?PPN=P0141 <i>The formula for calculating the adjusted hourly rate will be:</i> $((((CPI_n - CPI_s) / CPI_s) \times \text{original hourly rate}) + \text{original hourly rate})$
4.1.1	Briefing meeting: The departmental project manager shall arrange a briefing meeting, compulsory for all appointed Service Providers, as soon as practicable after the appointment of the professional team as referred to in C3.5.1 Service Providers, or after the appointment of the core members of the professional team required to commence with the Services if not appointed at the same time, during which meeting the departmental project manager, together with any supporting advisors, will verbally brief the professional team comprehensively regarding the requirements of the project and the Scope of Services and hand over, to the Service Provider/s, all documentation relevant to the execution of the Service.
4.4	Others providing Services on this Project are as listed in C3.5.1 Service Providers.
5.4.1	Minimum professional insurance cover as more comprehensively described in C1.2.3 Data provided by the Service Provider and in respect of which the Service Provider must provide proof of insurance as required.
5.5	The Service-Provider is required to obtain the Employer's prior approval in writing before taking, inter alia, any of the following actions: - appointing Subcontractors for the performance of any part of the Services; - appointing Key Persons not listed by name in the Contract Data; - travelling for which payment will be claimed, as defined in C2.1.6 Travelling and subsistence arrangements and tariffs of charges; - deviate from the programme for each assignment; - deviate from or change the Scope of Services; - change Key Personnel on the Service; 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.

	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. Any claims, demands, notices, notifications, updated particulars and reports in writing, together with additional supporting documentation pertaining thereto, must be submitted by the contractor to the Service Provider, acting as principal agent, in respect of any of the matters listed in 1.1 to 1.8 above. This must be done within the time periods and in the format(s) as determined in the said/relevant conditions of contract. On receipt thereof, said Service Provider must study the documentation, obtain comments/advice/recommendations from the professional team members and submit a motivated recommendation to the Employer. This must be done timeously as to allow the Employer sufficient time to respond within the time periods and in the format(s) determined in said conditions of contract. The Employer's ruling will be copied to the Service Provider for information. 2 Limitation of authority/powers The Service Provider's authority is limited in respect of the submission to the Employer of comments/recommendations/reports for prior endorsement/approval and further instructions. These pertain to any decision in respect of approval for/of: 2.1 Institution of or opposing litigation; 2.2 Issuing of variation orders/contract instructions/orders in writing which increase the value of the works/contract value and/or change the design of intended use of the project; 2.3 Instructions to embark on dayworks; 2.4 Dayworks rates; 2.5 Material quotes relating to dayworks; 2.6 Adjustment of general items relating to dayworks; 2.7 Expenditure on prime cost items; 2.8 Issuing of practical completion, completion, works completion, final completion and/or final approval certificates. In respect of the matters listed in 2.1 to 2.8 above, the Service Provider must submit all necessary documentation in order to enable the Employer to formulate decisions and to obtain the Employer's formal endorsement/approval prior to acting and/or executing functions or duties in respect of the contract between the Employer and the contractor. This must be done timeously so as to allow the Employer sufficient time for decision-making in terms of the said conditions of contract. Failure to adhere to the above stipulation will cause the Service Provider to be liable in terms of the Contract between Service Provider and Employer for all such unintended costs and damages.
5.8	The Service Providers shall finalize their work and complete the first final account were the contractor's contract has been terminated, where after the Service Providers contract shall terminate, unless the Employer elects to retain the services of the Service Providers'.
7.1.1	The Service Provider shall employ and provide all qualified and experienced Personnel required to perform the Services. Service Provider/s including personnel performing service must be fit and proper persons with positive security screening and South African identity document (south African citizens).
8.1	The Service Provider is to commence the performance of each assignment immediately with due diligence after the approval of the PROGRAMME as specified in clause 3.15 above. Failure to comply shall result in penalties in terms of clause 3.12 and / or termination in terms of 8.4.1.
8.2.4	The Employer shall, within 30 Days of receipt of a detailed request, grant such extension to the Period of Performance as may be justified, either prospectively or retrospectively, if the extension

	requested is below 20% of the original period of performance, and 60 days if more than 20% of the original period of performance or, inform the Service Provider that he is not entitled to an extension. Should the Service Provider find the decision of the Employer to be unacceptable he shall, nevertheless, abide by such decision in the performance of the Services and the matter shall be dealt with as a dispute in terms of Clause 12 inform the Service Provider that he is not entitled to an extension. Should the Service Provider find the decision of the Employer to be unacceptable he shall, nevertheless, abide by such decision in the performance of the Services and the matter shall be dealt with as a dispute in terms of Clause 12.
8.4.1	The Employer may terminate the Contract with the Service Provider: (a) where the Services are no longer required; (b) where the funding for the Services is no longer available; (c) where the project has been suspended for a period of two (2) years or more; (d) if the Service Provider does not remedy a failure in the performance of his obligations under the Contract within fourteen (14) Days after having been notified thereof, or within any further period as the Employer may have subsequently approved in writing; (e) if the Service Provider becomes insolvent or liquidated; or (f) if, as the result of <i>Force Majeure</i>, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) Days; (g) should the Service Provider cease to exist or be incapacitated for whatever reasons, the Employer is entitled, if it so elects; (h) at its sole discretion, where the Service Provider is not performing Services in accordance with clause 5.1.1; (i) where the Service Provider has engaged in corrupt or fraudulent practices in tendering for the service contract, or in executing the service contract or in managing the construction contract. (j) at its sole discretion, where the Service Provider is in violation of clause 5.1.1.
8.4.3 (c)	The period of suspension under clause 8.5 is not to exceed two (2) years.
8.4.4	Upon termination of this Contract pursuant to Clauses 8.4.1 or 8.4.3, the Employer shall remunerate the Service Provider in terms of the Contract for Services satisfactorily performed prior to the effective date of termination and reimburse the Service Provider any reasonable cost incident to the prompt and orderly termination of the Contract, except in the case of termination pursuant to events (d) and (e) of Clause 8.4.1.
8.4.6	Upon termination of this Contract or any part thereof, a copy of any drawings and documents produced pursuant to the Contract being ended and not previously provided by the Service Provider to the Employer shall be delivered to the Employer by the Service Provider within 7 working days after the date of termination.
8.4.7	Any deviation or failure to comply with the provision of clause 8.4.6 supra would entitle the Employer to withhold any payment due to the Service Provider and to invoke any other remedies available in law to enforce compliance therewith.
9.1	Copyright of documents prepared for the Project shall be vested with the Employer.
10.2	An assignment shall be valid only if it is a written agreement between the Employer and Service Provider by which the Service Provider transfers his rights and obligations under the Contract, or part thereof, to others.
10.3	The Service Provider shall not, without the prior written consent of the Employer, assign the Contract or any part thereof, or any benefit or interest thereunder.
12.1.2	Interim settlement of disputes is to be by mediation.
12.2.1	In the event that the Parties fail to agree on a mediator, the mediator is to be nominated by the Association of Arbitrators (Southern Africa).
12.3	No Clause.

12.4	No Clause.
12.5	Final settlement is by litigation.

13.1.3	All partners in a joint venture or consortium shall carry the same professional indemnity insurance as per clause 5.4.1 of the General Conditions of Contract.
13.4	Neither the Employer nor the Service Provider is liable for any loss or damage resulting from any occurrence unless a claim is formally made within 5 years from the date of termination or completion of the Performance Contract.
13.5	The amount of compensation is as per Clause 5.4.1.
13.6	No Clause.
14.2	Amounts due to the Service Provider shall be paid by the Employer within thirty (30) Days of receipt by him of the relevant invoices and source documents, which are correct in all respects. If the Service Provider does not receive payment by the due date, he shall be entitled to charge interest on the unpaid amount, at the Prescribed Rate of interest as determined by the appropriate Minister at the time when <i>mora</i> interest is charged.
14.4	In respect of Services charged for on a time-basis and all other reimbursable expenses the Service Provider shall maintain records in support of such charges and expenses for a period of sixty months after the completion or termination of the Contract. Within this period the Employer may, on not less than 14 Days' notice, require that a reputable and independent firm of accountants, nominated by him at his expense, audit any claims made by the Service Provider for time charges and expenses by attending during normal working hours at the office where the records are maintained.
15	In respect of any amount owed by the Service Provider to the Employer, the Service Provider shall pay the Employer interest at the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act no1 of 1999).

C1.2.3 Data provided by the Service Provider

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

5.4.1

Indemnification of the Employer

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

.....(Name of authorized person)

hereby confirm that the Service Provider known as:

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

tendering on the project:

.....

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

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

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

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

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

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

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

NAME:

CAPACITY:

SIGNATURE:

7.1.2	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: <table border="1"> <thead> <tr> <th data-bbox="240 488 635 600">Name</th><th data-bbox="635 488 938 600">Principal and/or employed professional(s)</th><th data-bbox="938 488 1410 600">Specific duties</th></tr> </thead> <tbody> <tr><td data-bbox="240 600 635 656">1.</td><td data-bbox="635 600 938 656"></td><td data-bbox="938 600 1410 656"></td></tr> <tr><td data-bbox="240 656 635 712">2.</td><td data-bbox="635 656 938 712"></td><td data-bbox="938 656 1410 712"></td></tr> <tr><td data-bbox="240 712 635 768">3.</td><td data-bbox="635 712 938 768"></td><td data-bbox="938 712 1410 768"></td></tr> <tr><td data-bbox="240 768 635 824">4.</td><td data-bbox="635 768 938 824"></td><td data-bbox="938 768 1410 824"></td></tr> <tr><td data-bbox="240 824 635 880">5.</td><td data-bbox="635 824 938 880"></td><td data-bbox="938 824 1410 880"></td></tr> <tr><td data-bbox="240 880 635 936">6.</td><td data-bbox="635 880 938 936"></td><td data-bbox="938 880 1410 936"></td></tr> <tr><td data-bbox="240 936 635 992">7.</td><td data-bbox="635 936 938 992"></td><td data-bbox="938 936 1410 992"></td></tr> <tr><td data-bbox="240 992 635 1048">8.</td><td data-bbox="635 992 938 1048"></td><td data-bbox="938 992 1410 1048"></td></tr> <tr><td data-bbox="240 1048 635 1104">9.</td><td data-bbox="635 1048 938 1104"></td><td data-bbox="938 1048 1410 1104"></td></tr> <tr><td data-bbox="240 1104 635 1149">10.</td><td data-bbox="635 1104 938 1149"></td><td data-bbox="938 1104 1410 1149"></td></tr> </tbody> </table>	Name	Principal and/or employed professional(s)	Specific duties	1.			2.			3.			4.			5.			6.			7.			8.			9.			10.		
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7.2	A Personnel Schedule is 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 Assumptions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C2.1.3 Time based fees

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

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

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

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

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

C2.1.4 Set off

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

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

C2.1.5.1 Reimbursable rates

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

C2.1.5.2 Typing and duplicating

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

C2.1.5.3 Drawing duplication

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

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

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

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

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

C2.1.5.4 Forwarding charges

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

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

C2.1.6 Travelling and subsistence arrangements and tariffs of charges

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

C2.1.6.1 General

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

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

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

C2.1.6.2 Travelling time

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

C2.1.6.3 Travelling costs

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

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

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

C2.1.6.4 Hired vehicles

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

C2.1.6.5 Subsistence allowance

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

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

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

C2.2 Activity Schedule (NOT APPLICABLE)

C2.2.1 Activities

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

C2.2.2 Activity Schedule for Time Based Fees

ACTIVITY SCHEDULE FOR TIME BASED FEES

Tenderer's Rates for Time Based Fees

Level of prof. and tech. staff as defined in C2.1.3.2	(c) Tenderer's rates for rendering town planning Services @ Time Based Fees	X	(d) Estimated hours for each level	(c)x(d) Financial Offer by Tenderer for Time Based Fees
Category A	R	X	(type in here the carefully determined total estimated hours you expect the Town Planning Service Provider will spend on this level) h	= R (1)
Category B	R	X	(ditto) h	= R (2)
Category C	R	X	(ditto) h	= R (3)
Total Time-based Fees (1+2+3+4)				= R (5)

Appointment of sub-consultants / specialists (TASK BASED)

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

Description	Quantity	Unit	Rate	Value
As direct sub-consultant, to be appointed by the Service Provider, for: (type in the sub-consultant required) (If NOT applicable insert "N/A" both in Unit column and Value column. Delete this instruction.)	(type in quantity required)	(type in the unit e.g. monthly, hourly, provisional sum etc.)	R	= R (6)
As direct sub-consultant, to be appointed by the Service Provider, for: (type in the sub-consultant required) (If NOT applicable insert "N/A" both in Unit column and Value column. Delete this instruction.)	(type in quantity required)	(type in the unit e.g. monthly, hourly, provisional sum etc.)	R	= R (7)

As direct sub-consultant, to be appointed by the Service Provider, for: (type in the sub-consultant required) (If NOT applicable insert "N/A" both in Unit column and Value column. Delete this instruction.)	(type in quantity required)	(type in the unit e.g. monthly, hourly, provisional sum etc.)	R	= R	(8)
As direct sub-consultant, to be appointed by the Service Provider, for: (type in the sub-consultant required) (If NOT applicable insert "N/A" both in Unit column and Value column. Delete this instruction.)	(type in quantity required)	(type in the unit e.g. monthly, hourly, provisional sum etc.)	R	= R	(9)
As direct sub-consultant, to be appointed by the Service Provider, for: (type in the sub-consultant required) (If NOT applicable insert "N/A" both in Unit column and Value column. Delete this instruction.)	(type in quantity required)	(type in the unit e.g. monthly, hourly, provisional sum etc.)	R	= R	(10)
As direct sub-consultant, to be appointed by the Service Provider, for: (type in the sub-consultant required) (If NOT applicable insert "N/A" both in Unit column and Value column. Delete this instruction.)	(type in quantity required)	(type in the unit e.g. monthly, hourly, provisional sum etc.)	R	= R	(11)
As direct sub-consultant, to be appointed by the Service Provider, for: (type in the sub-consultant required) (If NOT applicable insert "N/A" both in Unit column and Value column. Delete this instruction.)	(type in quantity required)	(type in the unit e.g. monthly, hourly, provisional sum etc.)	R	= R	(12)
Sub-total Sub-consultants / Specialists (6-12)				= R	(13)
Administration of Sub-consultants (10% of 21 below)				= R	(14)
Total Sub-consultants / Specialists (13+14)				R	(15)
Additional Services					
Any other additional services that may be required by Employer. (Allow a minimum 50 hours when applicable or insert N/A both in Hours column and Value column. Delete this instruction.)	(type number of anticipated hours or type "N/A")	Hours	R	= R	(16)
Total Additional Services (16)				= R	(17)

Total Travelling Disbursements (Table A below)	R	(18)
Sub-total of Total time based fees + Total sub-consultants/Specialists + Total additional services + Total travelling disbursements (5+15+17+18)	R	(19)
Add VAT @ 15% (15) X current VAT rate	R	(20)
<u>TOTAL FINANCIAL OFFER FOR TIME BASED FEES CARRIED FORWARD TO THE FORM OF OFFER AND ACCEPTANCE</u> (19+20)	R	(21)

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

Table A: Summary of Disbursements Tendered

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

Table B: Other Disbursements

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

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

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

1. C3: SCOPE OF SERVICES (NOT APPLICABLE)

C3.1 Employer's objectives

This tender is for: **APPOINTMENT OF A PANEL OF QUALIFIED TOWN PLANNING PROFESSIONALS TO PROVIDE PROFESSIONAL SERVICES FOR THE NATIONAL DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF THREE (3) YEARS: CLUSTER 1 (MPUMALANGA, NORTH WEST AND LIMPOPO PROVINCES)**

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

APPOINTMENT OF A PANEL OF QUALIFIED TOWN PLANNING PROFESSIONALS TO PROVIDE PROFESSIONAL SERVICES FOR THE NATIONAL DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF THREE (3) YEARS: CLUSTER 1 (MPUMALANGA, NORTH WEST AND LIMPOPO PROVINCES)

C3.2.1.1 Scope of Project (NOT APPLICABLE)

(Compulsory: Dept. project manager: Provide brief but detailed description of the project as set out in the PI and any further description as appropriate - **eg:**

A site has to be cleared for the development of a new magistrates court in the centre of Midrand. The development is approximately 10 000sq m in extent, comprising court rooms, offices, holding cells and parking.)

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

C3.2.1.2 Location of the Project

Mpumalanga, North West and Limpopo Provinces

C3.2.1.3 Project Programme (NOT APPLICABLE)

The project execution is hereto expected to be completed by the Service Provider in line with the above time period hence the contract is valid only for 12 months maximum and the Project Execution Plan (PEP) to be submitted within seven (07) days after appointment. Any deviation to the above although within the 12months period to be agreed with and must be approved by the Departmental Project Manager. With the milestones in mind, a Project Execution Plan (PEP) must be submitted in the format and within the time period stated in 3.15 of the Contract Data.

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

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

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

C3.2.1.4 Information available from Employer (NOT APPLICABLE)

(Compulsory: Dept. project manager: Provision of project information/investigations that are available to the Service Provider and where to obtain it. **Examples will be: available as-built drawings; town planning reports; geotechnical reports; site surveys; previous project close out reports; standard details. Section C4 of this document must contain site information such as locality maps and geotechnical reports, if available at time of quotation.)**

C3.2.1.5 Reporting Requirements and Approval Procedure (NOT APPLICABLE)

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 (NOT APPLICABLE)

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

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

C3.3.2 ☐ Site Audit (NOT APPLICABLE)

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

Deliverable: Site Audit Report

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

- ☐ Title Deeds
- ☐ Surveyor General Diagram
- ☐ Topographical Land Survey with contours, structures, trees etc.
- ☐ Servitudes, services traversing the site, right of ways
- ☐ Locality map
- ☐ Land-use map
- ☐ Impact on the surrounding land uses from the proposed development
- ☐ Impact on the development from the surrounding land uses

- ☐ Zoning certificate
- ☐ Heritage aspects to be investigated and application lodged if needed
- ☐ Need for EIA or Basic Assessment or Exemption
- ☐ Confirm Access and Accessibility
- ☐ Infrastructure Services report indicating capacity of services
- ☐ Geotechnical Report
- ☐ Site contamination/pollution report
- ☐ Traffic Impact Assessment and mitigation measures
- ☐ Photographs, aerial photographs, maps
- ☐ Community support
- ☒ Recommendation

Professional inputs required

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

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

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

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

If the land is held in trust for a Tribal Authority or in the ownership of the Department of Land Affairs (the old TBVC-areas), it is necessary to obtain Tribal approval of the proposed acquisition/donation. It is then necessary to obtain an Item 28(1) certificate form the Department of Land Affairs.

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

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

3.3.4 ☐ Site Creation (NOT APPLICABLE)

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

Legalization

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

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

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

Deliverable: Site Report

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

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

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

C3.4 Use of reasonable skill and care

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

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

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

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

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

C3.5 Brief

C3.5.1 Targeted dates and times

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

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

C3.5.2 Final disposal of documents

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

C3.6 Applicable legislation and standards

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

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

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

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

C3.7 Access to land/buildings/sites

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

C3.8 Software application for programming

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

C3.9 Security clearance

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

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

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

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

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

FINGER PRINTS (except Defence projects)

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

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

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

C3.11 Submission of Accrual Reports

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

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

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

C3.13 Contract Skills Development Goal

The Contract Skills Development Goal is (NOT APPLICABLE) to this project.

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

Table 1: Categories of registration

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

The Contract Skills Development Goal (CSDG) is the number of hours of skills development opportunities that a Service Provider contracts to provide in relation to work directly related to the Service Contract up to completion the Professional Service Contract. The contract skills development goals, expressed in hours, shall be not less than the professional fees [(1) from the Activity Schedule + VAT] in millions of Rand multiplied by 150 where professional fees is the financial value of a professional service contract at the time of the award of the contract excluding all allowances and expenses, but including value added tax.

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

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

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

Achieving the Contract Skills Development Goal (CSDG)

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

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

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

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

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

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

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

Contract Skills Development Goal Credits

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

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

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

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

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

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

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

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

Table 3: The notional cost of providing training opportunities per quarter (NOT APPLICABLE) to this project

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

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

NOTE:

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

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

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

Role and Functions of the Skills Development Agency

The Skills Development Agency (SDA) will provide career management and compliance reporting functions for all learners for CSDG compliance in terms of this Standard. Where the Service Providers provide direct employment to unemployed learners, or enrolls own employees for CSDG

compliance, the Service Provider shall register them with the cidb SDA. The SDA can also act as an employment intermediary for unemployed learners.

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

Career Management and Compliance Reporting

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

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

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

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

Employment Intermediary

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

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

Sanctions

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

C4: SITE INFORMATION (NOT APPLICABLE)

REFER TO FRAMEWORK FOR SCOPE/RELEVANT INFORMATION

NOT APPLICABLE



public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

TERMS OF REFERENCE FOR

THE APPOINTMENT OF A PANEL OF QUALIFIED TOWN PLANNING PROFESSIONALS TO PROVIDE PROFESSIONAL SERVICES FOR THE NATIONAL DEPARTMENT OF PUBLIC WORKS FOR A PERIOD OF THREE (3) YEARS IN CLUSTER 1 (MPUMALANGA, NORTH WEST AND LIMPOPO PROVINCES)

TOWN PLANNING SERVICES

TENDER NO: HO

JUNE 2024

TABLE OF CONTENTS

1. PURPOSE	3
2. BACKGROUND AND SCOPE	3
3. SUBSTANTIVE ADMINISTRATIVE RESPONSIVENESS	3
4. ADMINISTRATIVE RESPONSIVENESS	5
5. THE WORK THAT IS ENVISAGED	6
6. FUNCTIONALITY EVALUATION CRITERIA	7
7. SPECIAL CONDITIONS	9
8. TENDER SUBMISSION	13

Abbreviations

BAC	Bid Adjudication Committee
BEC	Bid Evaluation Committee
B-BBEE	Broad Based Black Economic Empowerment
CIPC	Companies and Intellectual Property Commission
CSD	Central Supplier Database
EME	Emerging Micro Enterprise
QSE	Qualifying Small Enterprise
SANAS	South African National Accreditation System
SARS	South Revenue Services
SSA	Social Security Administration
PMTE	Property Management Trading Entity
RFP	Request for Proposal
Department	Department of Public Works
SACPLAN	South African Council for Planners
SPLUMA	Spatial Planning and Land Use Management Act
SCM	Supply Chain Management

1. PURPOSE

1.1. The purpose of this document is to invite suitably qualified and experienced professional Town and Regional Planning Consultants to provide professional services required for Town Planning Projects in Mpumalanga, North West and Limpopo Provinces. The panels will run for a period of three (3) years. The tenderer must have an office in one of the provinces.

2. BACKGROUND AND SCOPE

2.1. The National Department of Public Works and Infrastructure (herein thereafter referred to as: The Department) is legislatively mandated as the custodian and portfolio manager of a significant portion of the National Government's Immovable Assets. This includes the provision of accommodation; rendering of expert Built Environment services to user Departments at National Government level.

2.2. In order to deliver on this mandate, the Department performs a wide range of activities including management of a large portfolio of infrastructure projects often requiring technical services during the pre-planning, planning-design, construction and completion stages.

2.3. In 2018, Town Planning Services appointed panels of town planning consultants per province and this has resulted in a limited number of service providers per province. To overcome the challenge, we have grouped the provinces into three in order to attract a larger pool of consultants per group.

2.4. It is against this background that the Department seeks to form Panels consisting of Town Planning Services consultants in order to fast-track service delivery.

3. SUBSTANTIVE ADMINISTRATIVE RESPONSIVENESS

The following evaluation criteria will be used for the selection process:

3.1. The core function of the bidding company should be Town Planning Services.

3.2. Town and Regional Planning Company that has been in business for a minimum of 4 years.

3.3. A lead Professional Planner registered with the South African Council for Planners (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). The Human Capital Resources (Lead Planner) must be based in the specific cluster and cannot bid in more than one cluster.

3.4. Location of the Service Provider: At the stage of appointment for specific projects, the Bidding Company should be based in either Mpumalanga, North West or Limpopo Provinces. The company must provide Proof of Residence from one of the three provinces under discussion: This can be in form of a Lease Agreement or letter from Tribal Authority; Proof of Rates and Taxes Certificate with a Current Bill of Account not older than ninety (90) days.

No	Responsiveness Criteria Only those tenderers who satisfy the eligibility criteria stated in the tender data may submit tenders	Prequalifying Criteria	Required returnable document
1.	Tender offer must be properly received on the tender closing date and time specified on the invitation and fully completed.	Pre - qualifier	Tender Document
2	Submission of DPW – 09 (PSB): Particulars of Tenderer's projects.	Pre - qualifier	DPW-09 (PSB)
3	Use of correction fluid is prohibited	Pre - qualifier	
4	A Lead Professional Planner registered with the South African Council for Planners, Act 2002 (SACPLAN) with at least 6 years'	Pre - qualifier	(Attached Company Profile with an organogram, updated CV's,

	experience (Post Registration_ and a supporting Town Planning Team)		copies of qualifications Proof of registration with SACPLAN).
5	Submission of acceptable Professional Indemnity insurance as per C1.2.3	Pre - qualifier	Professional Indemnity insurance as per C1.2.3
6	Town and Regional Planning Company with a minimum 4 years' in existence	Pre - qualifier	
7	The core-function of the bidding company should be Town Planning Services	Pre - qualifier	Proof of registration with/on SACPLAN Data Base.
8	The core-function of the bidding company should be Town Planning Services Proof of registration with/on SACPLAN Data Base.		

4. ADMINISTRATIVE RESPONSIVENESS

Completion of returnable documents, submission of appropriate certificates, and any other supporting documents as required to determine eligibility

No	Administrative Documents	To be requested
1	Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's.	7 Days
2	Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.	7 Days
3	Submission of (PA-11): Bidder's disclosure	7 Days
4	Submission of PA-16.1 (PSB): Ownership Particulars	7 Days

5	Data provided by the Service Provider (C1.2.3) fully completed.	7 Days
6	Submission of (PA 40): Declaration of Designated Groups	
7	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD). Insert the Supplier Registration Number on the form of offer, including proposed sub-consultants if any	7 Days
8	Upon request, submission of fingerprints obtainable from local SAPS including any other additional documentation and information required for vetting purposes.	7 Days
9	Bidders must comply with DPW-21 (PSB): Record of Addenda to tender documents, if any.	7 Days
10	A Lead Professional Planner and supporting town planning team registered with the South African Council for Planners, Act 2002 (SACPLAN) to attach ID copies, and valid proof of registration with SACPLAN).	7 Days

5. THE WORK THAT IS ENVISAGED

The table that follows illustrates the work that is envisaged to be undertaken as tasks differ from project to project.

Table 1: Work Category

1. Township Establishment/ SPLUMA Applications
2. Urban Design Frameworks
3. Legislation and Policy Formulation
4. Master Plans
5. Strategic Planning
6. Land Use Development Applications

6. FUNCTIONALITY EVALUATION CRITERIA

It should be noted that bidders will be evaluated in terms of the minimum requirements of functionality. The following functionality criteria will be applicable. (Refer to Table 2 below).Table 2 1.

A.	Functionality Criteria	Weight (%)
1.	TOWN PLANNING CONSULTING COMPANY Town Planning Consulting Company will be assessed according to accumulated years of existence as per of the company registration (CIPC) and registration to SACPLAN Database: 10 or more years = 5 points 8 to 10 years = 4 points 4 to 7 years = 3 point less than 4 years = 0	20
2.	LEAD PROFESSIONAL TOWN AND REGIONAL PLANNER A lead Professional Planner ought to be registered with the South African Council for Planners (SACPLAN). 1. Lead Prof. Planner with more than 10 years = 5 Points 2. Lead Prof. Planner with more than 8 years = 4 points 3. Lead Prof. Planner with more than 6 years = 3 point 4. Lead Prof. Planner with less than 6 years = 0 points NB: Prof is an abbreviation for Professional	30
3.	TOWN AND REGIONAL PLANNING PROJECT EXPERIENCE	30

A.	Functionality Criteria	Weight (%)
	Attach a list of successful completed town planning projects undertaken in the past 4 years. List to be accompanied by contactable and verifiable references and/or completion letters to substantiate the stated experience. (NB: Appointment letters will not be considered) Evaluation Criteria: 9 and more Projects = 5 points 7 -8 Projects = 4 points 5 - 6 Projects = 3 points 3 - 4 Projects = 2 points 1 - 2 Projects = 1 point 0 Projects = 0	
4.	Financial Credibility: Provide Bank Rating not older than 6 months (not bank statements or proof of bank account) from Banking Institution to justify credit risk Bank Rating of 'A' = 5 points Bank Rating of 'B' = 4 points Bank Rating of 'C' = 3 points Bank Rating of 'D' = 2 points Bank Rating of 'E' = 1 point Non-submission of bank rating will be 0 point. In case of a joint venture each bidder to submit its own Bank Rating	20

A.	Functionality Criteria		Weight (%)
	Total Weight		100

The minimum qualifying score for functionality is 60%.

7. SPECIAL CONDITIONS

7.1. This framework is for a period of 36 months and the Department also reserves the right to dissolve the panel at any time. The Department reserves the right to advertise certain tenders in the open market at any time during the 36 months period of the framework and Consultants within the panel may tender.

7.2. Approval / inclusion into the panel does not guarantee work, as allocation of work will be based on the demand of the service.

7.3. After the panels are finalised the advertising period for the tender will be limited to 7 Working days.

7.4. In the event that the appointed Lead Resident Professional Planner on the Panel leaves the Company, it is required that the company provide a written affidavit confirming that the replacement has the educational requirements and experience that were required at the time of the approval of the tender. Proof of registration with SACPLAN, CV, ID and education qualifications of the new Lead Resident Professional Town Planner should also be attached.

7.5. Appointment to the panels is subject to Positive Security Clearance by SSSA (Social Security Administration of all team members

7.6. Security Clearance will be valid for the 36 months. Changes in the constitution of team members shall be reported to the Department. Documents relating to the new member (s) are to be submitted to the Department for Security

Clearance (*Note: Changes cannot be made during the submission of a bid document, this will lead to disqualification on that particular project*).

7.7. All panellists will be requested to submit security clearance documents when bidding for a specific project.

7.8. All panellists will be given 7 working days to submit administrative documents

7.9. The awarding of tenders/projects post qualification into the panels will be subject to the Standard Departmental SCM (Supply Chain Management processes).

7.10. There is no monetary value attached to the current tender, the purpose of the tender is to qualify into the team of town planning panel.

7.11. Bidders are permitted to bid in more than one Cluster (subject to provision of proof of residence (Lease Agreement, letter from Tribal Authority or Proof of Rates and Taxes Certificate with a Current Bill of Account not older than ninety (90) days) in one of the applicable provinces. The Lead Professional Planner may however not serve in more than one Cluster.

7.12. A minimum of five (5) Town Planning Firms (per cluster) should qualify in order for the panel to be approved.

7.13. A Bidder must be a South African entity (Company, Close Corporation, Sole Proprietor or individual) or have a local branch office in South Africa.

7.14. The Bidder must be fully tax compliant. The Bidder's attention is further drawn to the requirement that the successful bidder must ensure that it remains compliant with all South African Tax and Customs laws and regulations throughout the Term, and failure to do so will result in the contractor's registration being suspended until compliant.

7.15. The Bidder must comply with all applicable legislation in the Republic of South Africa in the performance of its daily activities, including but not limited to labour legislation and bargaining council agreements, health and safety regulations and environmental laws.

7.16. Confidentiality

- Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, no information contained in or relating to this RFP or a Bidder's Tender(s) will be disclosed by any Bidder or other person not officially involved with the Department's examination and evaluation of a Tender
- No part of the RFP may be distributed, reproduced, stored or transmitted, in any form or by any means, electronic, photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a Tender. This RFP and any other documents supplied by the Department remain proprietary to the Department and must be promptly returned to the Department upon request together with all copies, electronic versions, excerpts or summaries thereof or work derived from.

7.17. Limitation of Liability

- A Bidder participates in this RFP process entirely at its own risk and cost. The Department shall not be liable to compensate a Bidder on any grounds whatsoever for any costs incurred or any damages suffered as a result of the Bidder's participation in this RFP process.

7.18. Bidder Treasury Compliance

- No tender shall be awarded to a Bidder (or any of its members, directors, partners or trustees) whose names appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers.
- The Department reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time,

that a Bidder has been blacklisted with National Treasury by another government institution.

7.19. Precedence

- The “Special Conditions of Bid” can only be amended by an official addendum before the closing date of the bid.
- If any other condition (bid rule) in the bid document is in contradiction with the “Special Conditions of Bid” the “Special Conditions of Bid” will take preference.

The Department may accept or reject any bid offer and may cancel the bid process (or reject all bid offers at any time) prior to the formation of a contract, due to the following:

- Due to changed circumstances, there is no longer a need for the goods or services specified in the invitation.
- Funds are no longer available to cover the total envisaged expenditure.
- No acceptable tender is received.
- There is a material irregularity in the tender process or there is material change in the scope of works.
- The Department shall not accept or incur any liability for such cancellation or rejection or acceptance, but will give written reasons for such action upon receiving a written request to do so.

7.20. Period of Validity for Bids after Closing Date

- Validity not applicable.

7.21. Tax Compliance

- No tender shall be awarded to a bidder who is non tax -compliant.
- All bidders' tax matters must be in order prior to award.
- Bidders' tax matters will be verified through CSD.

- If the recommended bidder's tax status is non-compliant, the recommended bidder must submit written proof from SARS of their tax compliant status or submit written proof that they have made an arrangement with SARS to meet their outstanding tax obligations.
- The recommended bidder will be given a maximum of seven (7) working days to correct their tax compliance status.
- Failure to comply within seven (7) working days, from the date of the request, the Department will reject the bid submitted by the bidder.

7.22. Communication and Confidentiality

The Department may communicate with bidders where clarity is sought after the closing date and time of the bid and prior to the award of the contract.

8. TENDER SUBMISSION

Bids must be properly received and deposited in the below mentioned tender box on or before the closing date and time at the Tender Submission Office situated at: 256 Corner Madiba/Bosman street, Pretoria Central, 0001. If the bid document is late, or not submitted in the designated tender box, it will not be considered for evaluation.

Contact details:

Project Manager:

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SCM Practitioner:

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