

APPOINTMENT OF A CONSORTIUM / MULTI-DISCIPLINARY PROFESSIONAL SERVICE PROVIDER/S FOR THE PROJECT: PROVISION OF MULTI DISCIPLINARY PROFESSIONAL SERVICES: DISTRICT SIX PHASE 1, 2, 3A, 3B & 6 RESTITUTION HOUSING PROJECT FOR THE RURAL DEVELOPMENT BRANCH OF THE DEPARTMENT OF AGRICULTURE, LAND REFORM & RURAL DEVELOPMENT IN CAPE TOWN, WESTERN CAPE.

THERE WILL BE A COMPULSORY BRIEFING SESSION AS FOLLOWS:

DATE : FRIDAY, 04 JUNE 2021

TIME : 11:00

**VENUE: Corner of Constitution Street and Vogelgevang Street, District Six
CAPE TOWN**

Co-ordinates: -33.93322; 18.434905 (-33o 93'32.2"; 18o 43'49.05")

CLOSING DATE: TUESDAY, 15 JUNE 2021 AT 11:00

NB; PLEASE NOTE: Tenders can only be submitted in the Tender Box in CAPE TOWN.

ENQUIRIES – TECHNICAL RELATED:

Mr H Khatib / Mr D Ludidi

Tel: 021 409 0300 Cell: 082 827 6003 / 082 733 1247

Email: Husain.Khatib@dalrrd.gov.za; Dumisa.Ludidid@dalrrd.gov.za

FOR BID RELATED ENQUIRIES, CONTACT:

Mr GI Sekwale/Ms R Goolam/ Ms K Seatlholo

Tel: 012 312 9876/9734/8369

**E-mail: Gobusamang.sekwale@drdlr.gov.za; Kehilwe.Seatlholo@dalrrd.gov.za or
Rashida.goolam@drdlr.gov.za**

NB: SERVICE PROVIDERS MUST INDICATE BY A TIK WHETHER THEY ARE TENDERING IN MULTI DISCIPLINARY OR CONSORTIUM/ JOINT VENTURE

MULTI DISCIPLINARY	<input type="checkbox"/>	CONSORTIUM/ JOINT VENTURE	<input type="checkbox"/>
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A TWO ENVELOPE SYSTEM WILL BE FOLLOWED FOR THIS BID I.E. SUBMISSION OF TECHNICAL PROPOSAL (PART 1) AND FINANCIAL PROPOSAL (PART 2) IN TWO SEPARATE ENVELOPES.

The Bidder ***must*** deliver the Bid proposal in ***two*** separate, ***sealed envelopes*** in the form of **Part 1: Technical Proposal** and **Part 2: Financial Proposal**.

On the closing date and time of this bid, **only the envelope containing Part 1: Technical Proposal** will be opened and published on the departmental website.

NB: Part 2: Financial Proposal envelope will not be opened at this stage.

Note: Any tender not complying with the above-mentioned COMPULSORY REQUIREMENT will be regarded as non-responsive and will therefore not be considered for evaluation in terms of the evaluation criteria indicated below.

TECHNICAL PROPOSAL – PART 1

LA 1.1



agriculture, land reform & rural development

Department:
Agriculture, Land Reform and Rural Development
REPUBLIC OF SOUTH AFRICA

Chief Directorate: Supply Chain Management Services: **Sub-Directorate:** Demand and Acquisition Management Services: **Enquiries:** Ms R Goolam/ Ms K Seatlholo: **Tel:** (012) 312 8369/9876/9734

YOU ARE HEREBY INVITED TO BID TO THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

BID NUMBER: 5/2/2/1-CRDP 0001 (2021/2022)

CLOSING TIME: 11H00

CLOSING DATE: TUESDAY, 15 JUNE 2021

BIDS RECEIVED AFTER THE CLOSING TIME AND DATE AS A RULE WILL NOT BE ACCEPTED FOR CONSIDERATION

1. Kindly furnish us with a bid for services shown on the attached forms.
2. Attached please find the **Standard Professional Services Contract (July 2009)**, Authority to sign the Standard Bidding Documents (SBD) on behalf of an entity, Authority of Signatory, SBD1, SBD 2, SBD 3.3, SBD4, SBD 5, SBD6.1, SBD 8, SBD9, Credit Instruction forms, terms of reference, Architect - Framework for the Professional Fees Guideline published by the Council in Board Notice 66 OF 2020, Quantity Surveying - The 2015 Guideline Tariff of Professional fees was published as Board Notice 170 of 2015, Engineering services - 2016 NDPW - Scope of Engineering Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000, (Act No.46 of 2000), Landscaping Architect - BOARD NOTICE 47 OF 2013: South African Council for Landscaping Architectural Profession, Landscaping Architectural Profession Act, 2000 (Act 45 of 2000), Project Management - BOARD NOTICE 168 OF 2019: South African Council for the Project and Construction Management Professions, (Act no 48 of 2000)
3. Bidders must ensure that they register with the National Treasury Central Supplier Database (CSD) and attach/provide the reference numbers on the SBD 1 form of the bid document.
4. If you are a sole agent or sole supplier you should indicate your market price after discount to your other clients or if that is not possible your percentage net profit before tax, in order to decide whether the price quoted is fair and reasonable.
5. The attached forms must be completed in detail and returned with your bid. Bid documents must be submitted in a two separate sealed envelope (Technical & Financial) stipulating the following information: Name and Address of the bidder, Bid number and closing date of bid. **(failure to comply will disqualify your proposal)**

Yours faithfully,

SIGNED
INFRASTRUCTURE PROCUREMENT UNIT
DATE: 21 MAY 2021

MAP TO BIDDER BOX (B BOX)

CONTRACT NO.: 5/2/2/1 CRDP 0001 (2021/2022)

CLOSING DATE: TUESDAY, 15 JUNE 2021 AT 11:00

YOU ARE HEREBY INVITED TO BID TO THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA (DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM)

BIDS RECEIVED AFTER THE CLOSING TIME AND DATE ARE LATE AND WILL AS A RULE NOT BE ACCEPTED FOR CONSIDERATION.

THE SBD 1 FORM MUST BE SIGNED IN THE ORIGINAL AND WITH BLACK INK

SUBMIT ALL BIDS ON THE OFFICIAL FORMS – DO NOT RETYPE.

The Bid documents must be deposited in the Bid box which is identified as the “Bid/tender box.”

DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT
14 Long Street
Cape Town
8000

SUBMITTING OF TENDERS – PLEASE NOTE: TENDERS CAN ONLY BE SUBMITTED IN THE TENDER BOX IN CAPE TOWN.

THE BID BOX OF THE OFFICE OF THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT IS OPEN MON-FRI, DURING OFFICE HOURS.

THE BID BOX WILL BE CLOSED AT 11H00, ON TUESDAY, 15 JUNE 2021 WHICH IS THE CLOSING TIME OF BIDS.

BIDDERS SHOULD ENSURE THAT BIDS ARE DELIVERED TIMEOUSLY TO THE CORRECT ADDRESS

A TWO ENVELOPE SYSTEM WILL BE FOLLOWED FOR THIS BID I.E. SUBMISSION OF TECHNICAL PROPOSAL (PART 1) AND FINANCIAL PROPOSAL (PART 2) IN TWO SEPARATE ENVELOPES.

The Bidder *must* deliver the Bid proposal in *two separate, sealed envelopes* in the form of Part 1: Technical Proposal and Part 2: Financial Proposal.

On the closing date and time of this bid, only the envelope containing Part 1: Technical Proposal will be opened and published on the departmental website.

NB: *Part 2: Financial Proposal envelope will not be opened at this stage.*

Note: *Any tender not complying with the above-mentioned COMPULSORY REQUIREMENT will be regarded as non-responsive and will therefore not be considered for evaluation in terms of the evaluation criteria indicated below.*

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT)					
BID NUMBER:	5/2/21-CRDP 0001 (2021/2022)	CLOSING DATE:	15 JUNE 2021	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF A CONSORTIUM / MULTI-DISCIPLINARY PROFESSIONAL SERVICE PROVIDER/S FOR THE PROJECT: PROVISION OF MULTI DISCIPLINARY PROFESSIONAL SERVICES: DISTRICT SIX PHASE 1, 2, 3A, 3B & 6 RESTITUTION HOUSING PROJECT FOR THE RURAL DEVELOPMENT BRANCH OF THE DEPARTMENT OF AGRICULTURE, LAND REFORM & RURAL DEVELOPMENT IN CAPE TOWN, WESTERN CAPE.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT					
14 Long Street					
CAPE TOWN					
8000					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr GI Sekwale/ Ms R Goolam/ Ms K Seatlholo		CONTACT PERSON	Mr h Khatib/ Mr D Ludidi	
TELEPHONE NUMBER	012 312 9876/ 8369/9734		TELEPHONE NUMBER	082 827 6003/ 082 733 1247	
FACSIMILE NUMBER	086 570 9467		FACSIMILE NUMBER	086 570 9467	
E-MAIL ADDRESS	Gobusamang.Sekwale@dalrrd.gov.za/ Rashida.Goolam@dalrrd.gov.za/ K.Seatlholo@dalrrd.gov.za		E-MAIL ADDRESS	Husain.Khatib@dalrrd.gov.za/ Dumisa.Ludidi@dalrrd.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B TERMS AND CONDITIONS FOR BIDDING

<p>1. BID SUBMISSION:</p> <p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, STANDARD PROFESSIONAL SERVICES CONTRACT (July 2009) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p> <p>1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</p>	<p>2. TAX COMPLIANCE REQUIREMENTS</p> <p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p> <p>2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."</p>
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NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g. company resolution, Resolution PA 15.1, 15.2 & 15.3)

DATE:

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 Rural Development and Land Reform 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			

Note:

1. * Delete which is not applicable.
2. **NB.** This resolution must be signed by all the Directors / Members / Partners of the Tendering Enterprise.
3. Should the number of Directors / Members / Partners exceed the space available above, additional names capacity 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 submit 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 Rural Development and Land Reform in respect of the following project:

(Project description as per Tender Document)

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

1. *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

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

Physical address: _____

_____ (code)

Postal Address: _____

 _____ (code)

Telephone number: _____ (code)

Fax number: _____ (code)

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

Note:

1. * Delete which is not applicable.
2. **NB.** This resolution must be signed by all the Directors / Members / Partners of the Tendering Enterprise.
3. 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 Rural Development and Land Reform 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: _____ (code)

Fax number: _____ (code)

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

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.
3. Should the number of 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. Resolutions, duly completed and signed, from the separate Enterprises who participate in this Consortium / Joint Venture must be attached to the Special Resolution.

AUTHORITY TO SIGN THE STANDARD BIDDING DOCUMENTS (SBD) ON BEHALF OF AN ENTITY.

“Only authorized signatories may sign the original and all copies of the tender offer where required.

In the case of a **ONE-PERSON CONCERN** submitting a tender, this shall be clearly stated.

In case of a **COMPANY** submitting a tender, include a copy of a **resolution by its board of directors** authorizing a director or other official of the company to sign the documents on behalf of the company.

In the case of a **CLOSED CORPORATION** submitting a tender, include a copy of a **resolution by its members** authorizing a member or other official of the corporation to sign the documents on each member's behalf.

In the case of a **PARTNERSHIP** submitting a tender, **all the partners shall** sign the documents, unless one partner or a group of partners has been authorized to sign on behalf of each partner, in which case **proof of such authorization** shall be included in the Tender.

In the case of a **JOINT VENTURE** submitting a tender, include **a resolution** of each company of the Joint Venture together with a resolution by its members authorizing a member of the Joint Venture to sign the documents on behalf of the Joint Venture.”

Accept that failure to submit proof of Authorization to sign the tender shall result in a Tender Offer being regarded as non-responsive.

AUTHORITY OF SIGNATORY

Signatories for companies, closed corporations and partnerships must establish their authority **BY ATTACHING TO THIS FORM, ON THEIR ORGANISATIONS'S LETTERHEAD STATIONERY**, a copy of the relevant resolution by their Board of Directors, Members or Partners, duly signed and dated.

An **EXAMPLE** is shown below for a COMPANY:

MABEL HOUSE (Pty) Ltd	
By resolution of the Board of Directors taken on <i>20 May 2000</i> ,	
MR A.F JONES	
has been duly authorised to sign all documents in connection with	
Contract no CRDP 0006, and any contract which may arise there from,	
on behalf of <i>Mabel House (Pty) Ltd</i> .	
SIGNED ON BEHALF OF THE COMPANY:	(Signature of Managing Director)
IN HIS CAPACITY AS:	Managing Director
DATE:	20 May 2000
SIGNATURE OF SIGNATORY:	(Signature of A.F Jones)
As witnesses:	
1.
2.
Signature of person authorised to sign the tender:	
Date:	

TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

- 1 In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
- 6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

Application for a Tax Clearance Certificate

Purpose

Select the applicable optionTenders ☐ Good standing ☐

If "Good standing", please state the purpose of this application

Particulars of applicant

Name/Legal name (Initials & Surname or registered name)			
Trading name (if applicable)			
ID/Passport no		Company/Close Corp. registered no	
Income Tax ref no		PAYE ref no	7
VAT registration no	4	SDL ref no	L
Customs code		UIF ref no	U
Telephone no	CODE - NUMBER	Fax no	CODE - NUMBER
E-mail address			
Physical address			
Postal address			

Particulars of representative (Public Officer/Trustee/Partner)

Surname			
First names			
ID/Passport no		Income Tax ref no	
Telephone no	CODE - NUMBER	Fax no	CODE - NUMBER
E-mail address			
Physical address			

Tender number	<input type="text"/>
Estimated Tender amount	R <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/>
Expected duration of the tender	<input type="text"/> <input type="text"/> <input type="text"/> year(s)
Particulars of the 3 largest contracts previously awarded	
Date started	Date finalised

Are you currently aware of any Audit investigation against you/the company?.....

If "YES" provide details

YES	NO
-----	----

I the undersigned confirm that I require a Tax Clearance Certificate in respect of or .

I hereby authorise and instruct to apply to and receive from SARS the applicable Tax Clearance Certificate on my/our behalf.

Signature of representative/agent

- -

Date

Name of representative/agent

I declare that the information furnished in this application as well as any supporting documents is true and correct in every respect.

Signature of applicant/Public Officer

C

C

Y

Y

—

M

M

—

D

D

Date

Name of applicant/
Public Officer

1. It is a serious offence to make a false declaration.
2. Section 75 of the Income Tax Act, 1962, states: Any person who
 - (a) fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
 - (b) without just cause shown by him, refuses or neglects to-
 - (i) furnish, produce or make available any information, documents or things;
 - (ii) reply to or answer truly and fully, any questions put to him ...As and when required in terms of this Act ... shall be guilty of an offence ...
3. **SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.**
4. Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 2.1 Full Name of bidder or his or her representative:
 - 2.2 Identity Number:
 - 2.3 Position occupied in the Company (director, trustee, shareholder²):
 - 2.4 Company Registration Number:
 - 2.5 Tax Reference Number:
 - 2.6 VAT Registration Number:
 - 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹"State" means –

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

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

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

2.7.1 If so, furnish the following particulars:

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

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

Position occupied in the state institution:

Any other particulars:

.....

.....

.....

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

2.7.2.1 If yes, did you attached proof of such authority to the bid document? **YES / NO**

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

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

.....

.....

.....

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

2.8.1 If so, furnish particulars:

.....

.....

.....

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

2.9.1 If so, furnish particulars.

.....

.....

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

2.10.1 If so, furnish particulars.

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

2.11.1 If so, furnish particulars:

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

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Persal Number

4 DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF
PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION
PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

May 2011

This document must be signed and submitted together with your bid

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

1 PILLARS OF THE PROGRAMME

- 1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:
 - (a) Any single contract with imported content exceeding US\$10 million.
or
 - (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$10 million.
or
 - (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million.
or
 - (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.
- 1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.
- 1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.

- 1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

- 2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.

- 2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

3 BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

- 3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.

- 3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:

- Bid / contract number.
- Description of the goods, works or services.
- Date on which the contract was accepted.
- Name, address and contact details of the government institution.
- Value of the contract.
- Imported content of the contract, if possible.

- 3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

4 PROCESS TO SATISFY THE NIP OBLIGATION

- 4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:
- a. the contractor and the DTI will determine the NIP obligation;
 - b. the contractor and the DTI will sign the NIP obligation agreement;

- c. the contractor will submit a performance guarantee to the DTI;
- d. the contractor will submit a business concept for consideration and approval by the DTI;
- e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
- f. the contractor will implement the business plans; and
- g. the contractor will submit bi-annual progress reports on approved plans to the DTI.

4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid number Closing date:.....

Name of bidder.....

Postal address

.....

Signature..... Name (in print).....

Date.....

Js475wc

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

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

1. GENERAL CONDITIONS

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

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

1.2

- a) The value of this bid is estimated to ~~exceed/not exceed~~ R50 000 000 (all applicable taxes included) and therefore the preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	
B-BBEE STATUS LEVEL OF CONTRIBUTOR	
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

- (a) “**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) “**B-BBEE status level of contributor**” means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) “**bid**” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) “**Broad-Based Black Economic Empowerment Act**” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) “**EME**” means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) “**functionality**” means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) “**prices**” includes all applicable taxes less all unconditional discounts;
- (h) “**proof of B-BBEE status level of contributor**” means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) “**QSE**” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 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

$$P_s = 80 \left(1 - \frac{Pt - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{Pt - P_{\min}}{P_{\min}} \right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

P_{min} = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

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

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

5. BID DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

- 7.1 Will any portion of the contract be sub-contracted?

(***Tick applicable box***)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 7.1.1 If yes, indicate:

- What percentage of the contract will be subcontracted.....%
- The name of the sub-contractor.....
- The B-BBEE status level of the sub-contractor.....
- Whether the sub-contractor is an EME or QSE

(***Tick applicable box***)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are youth	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are women	<input type="checkbox"/>	<input type="checkbox"/>

Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES

- 1.
- 2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....
.....

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		

4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

SBD 8

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js365bW

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. 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 consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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 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.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js914w 2



agriculture, land reform & rural development

Department:
Agriculture, Land Reform and Rural Development
REPUBLIC OF SOUTH AFRICA

DIRECTORATE: SPECIAL PROJECTS
OFFICE OF THE DEPUTY DIRECTOR GENERAL: RURAL DEVELOPMENT
Tel: 012 312 9556 Fax: 012 324 9143

TERMS OF REFERENCE-PART 1

TERMS OF REFERENCE FOR THE APPOINTMENT OF A CONSORTIUM / MULTI-DISCIPLINARY PROFESSIONAL SERVICE PROVIDER/S FOR THE PROJECT: PROVISION OF MULTI DISCIPLINARY PROFESSIONAL SERVICES: DISTRICT SIX PHASE 1, 2, 3A, 3B & 6 RESTITUTION HOUSING PROJECT FOR THE RURAL DEVELOPMENT BRANCH OF THE DEPARTMENT OF AGRICULTURE, LAND REFORM & RURAL DEVELOPMENT IN CAPE TOWN, WESTERN CAPE.

The Consortium / Multi-Disciplinary core services required are as follows:

- Project Management Services
- Architectural Services
- Quantity Surveying Services
- Structural and Civil Engineering Services
- Mechanical and Electrical Engineering Services

NB: SERVICE PROVIDERS MUST INDICATE BY A TIK WHETHER THEY ARE TENDERING IN MULTI DISCIPLINARY OR CONSORTIUM/ JOINT VENTURE

MULTI DISCIPLINARY	CONSORTIUM/ JOINT VENTURE
--------------------	---------------------------

A TWO ENVELOPE SYSTEM WILL BE FOLLOWED FOR THIS BID I.E. SUBMISSION OF TECHNICAL PROPOSAL (PART 1) AND FINANCIAL PROPOSAL (PART 2) IN TWO SEPARATE ENVELOPES.

The Bidder **must** deliver the Bid proposal in **two** separate, **sealed envelopes** in the form of **Part 1: Technical Proposal** and **Part 2: Financial Proposal**.

On the closing date and time of this bid, **only the envelope containing Part 1: Technical Proposal** will be opened and published on the departmental website.

NB: Part 2: Financial Proposal envelope will not be opened at this stage.

Note: Any tender not complying with the above-mentioned **COMPULSORY REQUIREMENT** will be regarded as non-responsive and will therefore not be considered for evaluation in terms of the evaluation criteria indicated below.

TECHNICAL PROPOSAL – PART 1

1: SCOPE OF SERVICES

1.1 Employer's objectives and Scope

This tender is for:

A Service Provider performing Consortium /Multi-Disciplinary / Built Environment work on **Engineering and Building projects**.

The scope of this project is to develop the sites outlined below with bulk infrastructure services and residential units consisting of double story row houses, while complying with the guidelines set out in the District Six Court Orders Implementation Plan – 17 December 2019. The scope entails detail design and construction oversight for the development of approximately 467 housing units over four phases, engineering services for roads, stormwater, water reticulation, sewer network and electrical reticulation.

The Employer wishes to ensure that claimants begin to take occupation of their units by February 2024.

1.2 Description of the Services

1.2.1 The service provider is required to provide the following services:

The Consortium / Multi-Disciplinary **core services** required are as follows:

- Project Management Services
- Architectural Services
- Quantity Surveying Services
- Structural and Civil Engineering Services
- Electrical/Mechanical Engineering Services

The Consortium / Multi-Disciplinary **additional services** required are as follows:

- Full Time Construction Supervision Services
- Occupational Health & Safety Services
- Landscape Architectural Services
- Town Planning Services
- Geotechnical Services
- Land Surveying Services
- Heritage Consulting Services
- Archaeological Services
- Environmental Management Services
- Traffic Engineering Services

Purpose:

The purpose of this contract is to procure the professional services necessary to implement the Employer's objective of the design and construction of a housing development at the proposed sites. The service provider is required to make recommendations and to obtain authorisations leading to the approval for construction by all stakeholders of the design, documentation, supervision and administration of the construction contract; incorporating green building principles design innovation; and the procurement of a building contractor for the construction of this housing development.

It is not envisaged that a full environmental impact assessment (EIA) process will be required in terms of the Environmental Management Act, but a Heritage Impact Assessment will be required. The service provider will however be required to obtain confirmation from Department of Environmental

Affairs and Development Planning that no environmental authorisation process is required. Preparation of an Environmental Management Plan including Heritage Management Plan and ensuring compliance with the Environmental Management Plan (EMP) during the construction phase shall be by means of an independent Environmental Control/Site Officer (ECO/ESO) and an Archaeologist.

The aim is to actively promote resource efficient design and construction to minimise the negative environmental impacts of the built environment, while maximising positive social and economic impacts.

Given the need for energy efficiency and environmental sustainability in the built environment, each member of the professional team is required, wherever possible and viable, to demonstrate design innovation in all aspects of the Service towards “green” design and construction solutions.

1.2.2 SCOPE OF CORE SERVICES

PROJECT MANAGEMENT SERVICES

The Project Manager is required to provide the following services.

Normal/Standard Services

- All standard services as described in Stages 1 to 6 in Clause 3.0 of Board Notice 202 of 2011: Guideline Scope of Services and Recommended Guideline Tariff of Fees for Persons Registered in terms of the Project and Construction Management Professions Act, 2000 (Act No. 48 of 2000), as amended or amplified upon in the project brief below.
- Acting as leader of a professional team shall be deemed to be a normal project management service. The Project Manager shall be Project Leader and shall assume leadership of the professional team and be responsible for the overall administration, co-ordination, and programming of design and financial control of all works included in the services.

Additional Services

In addition to the guideline scope of services, the following specific services, additional services or partial services are required.

- Review of available documentation including but not limited to the District Six Development Framework, The District 6 Court Order Plan, Environmental/Heritage Impact Assessments and Site Development Plan applications etc.
- Receipt and review of previously prepared concept plans.
- Preparation of funding application material.
- Coordination and preparation of consolidated Concept Design Report for all services.
- Coordination and preparation of consolidated Detail Design Report for all services.
- Coordinate and manage stakeholder consultation and attend public and other stakeholder meetings.
- Coordinate the preparation of marketing material if required.
- Prepare project cost estimates and cashflows and submit monthly progress reports.
- Implement a change control process to the satisfaction of the Employer.
- Present a construction monitoring quality system to be used during the construction phase to the Employer for its review and approval.
- Act as Principle Agent during construction period.

ARCHITECTURAL DESIGN SERVICES

The Architect is required to provide the following services:

Normal/Standard Services

- All standard services as described in Stages 1 to 6 in Clause 1.1 of Board Notice 122 of 2015: Framework for the Professional Fees Guideline of the annual update of the Professional Fees Guideline issued in terms of the Architectural Profession Act, 2000 (Act No. 44 of 2000), as amended or amplified upon in the project brief below.

Additional Services/ Non-Standard Services

- In addition to the guideline scope of services, the following specific services, additional services or partial services are required.
- Review of available documentation including but not limited to the District Six Development Framework, The District 6 Court Order Plan, Environmental/Heritage Impact Assessments and Site Development Plan applications etc.
- Receipt and Review of previously prepared concept plans
- Preparation of urban designs and site development plans for the subject sites and all required revisions
- Preparation of promotional material if required.
- Assisting in the preparation of funding application material (e.g. USDG funding applications and Integrated National Electrification Programme (INEP) funding application), if required.
- Compile a Conceptual Design Report for the Employer's approval.
- Participate with public and stakeholder involvement.
- Attend ad hoc public participation meetings as required to inform public representative bodies of the design of the works.
- Compile a Detail Design Report for the Employer's approval.
- Submit building plans to the City's Building Management Department for approval.
- Proactively follow up and obtain building plan approval.
- Supporting the project manager and quantity surveyor in the preparation of procurement documentation, with specific reference to building specifications.
- Respond to all queries during the tender stage related to architectural services.
- Assist the project manager in the execution of his construction monitoring activities.
- Submit monthly quality reports during the construction period in the format prescribed by the employer.
- Complete the project close-out according to the Employer's guideline and scope, including a close-out report detailing all products, materials and suppliers' details and maintenance guidelines to enable a smooth take-over of the infrastructure. A draft close-out report to be prepared prior to practical completion stage of the project, with a final report to be submitted at close-out stage.
- As-built architectural drawings shall be submitted to the Employer in electronic format (both .dwg, and .pdf formats) as well as one complete set of paper prints.
- Prepare unit plans for each residential unit to the Employer's standards.

CIVIL/STRUCTURAL ENGINEERING SERVICES

The Civil/Structural Engineer is required to provide the following services:

Planning, Studies, Investigations and Assessments.

Normal/Standard Services

- All standard services as described in Clause 3.1 of 2016 NDPW - Scope of Engineering Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000, (Act No.46 of 2000) Scope of Services and Tariff of Fees of Persons Registered in terms of the Engineering Profession Act, 2000 (Act No 46 of 2000), published on 1 March 2016, as amended or amplified upon in the project brief below.

Partial / Additional / Specific Services

- In addition to the guideline scope of services, the following specific services, additional services or partial services are required.
- All activities and deliverables in developing and finalising the development layout for SDP approval and obtained approval thereof
- Analyse, develop and finalise building/ unit topography and layout models to assist the Town Planner and Architect in developing a housing typography for approval by the Client and Authority
- Various option analysis to determine and confirm possible construction phasing scenarios;
- Preparation of promotional material if required.
- Preparation of funding application material if required and assist in the funding application process.
- Participate with public and stakeholder involvement.
- Attend ad hoc public participation meetings as required to inform public representative bodies of the design of the works.
- Making arrangements for way leaves, servitudes or expropriation
- Preparing detailed operating, operation and maintenance manuals
- Work and/ or services related to targeted procurement that could entail, but is not necessarily limited to any or all of the following:
 - incorporation of any targeted participation goals and training outcomes,
 - the measuring of key participation indicators,
 - the selection, appointment and administration of participation and;
 - Auditing compliance with the above by any contractors and/or professional consultant.
 - Proactively follow up and obtain engineering plan approval.
 - Preparation of construction estimates in a format agreed with the Employer's agent.
 - During the tender period, respond to all queries related to Civil/Structural Engineering.
 - Participate where required to evaluate all valid tenders received and participate to prepare a tender evaluation report (which shall include a recommendation) for consideration by the Employer's bid evaluation committee in the required format as determined by the Employer.
 - Render all assistance as required by the Employer in concluding a tender award.
 - Assist the project manager in the execution of his construction monitoring activities.
 - Review attend meetings and provide technical assistance on Traffic impact assessments, Environmental Impact Assessments (Heritage Assessments, Archaeology Assessments, Botanical Assessments etc.), Geotechnical Assessments, Survey Assessments, Town Planning, Landscaping and Architectural and all other aspects as might be required.

- Complete a project close-out report according to the Employer's guideline and scope, including a close-out report detailing all products, materials and suppliers' details and maintenance guidelines to enable a smooth take-over of the infrastructure. A draft close-out report to be prepared prior to practical completion stage of the project, with a final report to be submitted at close-out stage.

MECHANICAL / ELECTRICAL ENGINEERING SERVICES

- The Electrical Engineer is required to provide the following services in relation to electrical reticulation services, street lighting, building electrical services, access controls and provision for communication services (telephone and terrestrial and digital television)
- The Mechanical Engineer is required to provide the following services in relation to Wet Services and assisting the architect with complying with fire regulations including rational fire designs if required.

Planning, Studies, Investigations and Assessments.

Normal/Standard Services

- All standard services as described in Clause 3.1 of 2016 NDPW - Scope of Engineering Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000, (Act No.46 of 2000) Scope of Services and Tariff of Fees of Persons Registered in terms of the Engineering Profession Act, 2000 (Act No 46 of 2000), published on 1 March 2016, as amended or amplified upon in the project brief below.

Partial / Additional / Specific Services

- In addition to the guideline scope of services, the following specific services, additional services or partial services are required.
- All activities and deliverables in developing and finalising the development layout for SDP approval and obtained approval thereof
- Analyse, develop and finalise building/ unit topography and layout models to assist the Town Planner and Architect in developing a housing typography for approval by the Client and Authority
- Various option analysis to determine and confirm possible construction phasing scenarios;
- Preparation of promotional material if required.
- Preparation of funding application material if required and assist in the funding application process.
- Participate with public and stakeholder involvement.
- Attend ad hoc public participation meetings as required to inform public representative bodies of the design of the works.
- Making arrangements for way leaves, servitudes or expropriation
- Preparing detailed operating, operation and maintenance manuals
- Work and/ or services related to targeted procurement that could entail, but is not necessarily limited to any or all of the following:
 - incorporation of any targeted participation goals and training outcomes,
 - the measuring of key participation indicators,
 - the selection, appointment and administration of participation and;
 - Auditing compliance with the above by any contractors and/or professional consultant.
- Proactively follow up and obtain engineering plan approval.

- Preparation of construction estimates in a format agreed with the Employer's agent.
- During the tender period, respond to all queries related to Mechanical/Electrical Engineering.
- Participate where required to evaluate all valid tenders received and participate to prepare a tender evaluation report (which shall include a recommendation) for consideration by the Employer's bid evaluation committee in the required format as determined by the Employer.
- Render all assistance as required by the Employer in concluding a tender award.
- Assist the project manager in the execution of his construction monitoring activities.
- Review attend meetings and provide technical assistance on Traffic impact assessments, Environmental Impact Assessments (Heritage Assessments, Archaeology Assessments, Botanical Assessments etc.), Geotechnical Assessments, Survey Assessments, Town Planning, Landscaping and Architectural and all other aspects as might be required.
- Complete a project close-out report according to the Employer's guideline and scope, including a close-out report detailing all products, materials and suppliers' details and maintenance guidelines to enable a smooth take-over of the infrastructure. A draft close-out report to be prepared prior to practical completion stage of the project, with a final report to be submitted at close-out stage.

QUANTITY SURVEYING SERVICES

The Quantity Surveyor is required to provide the following services:

Normal/Standard Services

- All standard services for building work contracts with bills of quantities as described in Stages 1 to 6 in Clause 10.6 of BOARD NOTICE 170 OF 2015: Amended guideline professional fees set out in the 2015 Tariff of Professional Fees determined by the South African Council for the Quantity Surveying Profession in terms of the Quantity Surveying Profession Act, 2000 (Act No. 49 of 2000) and as published by the South African Council for the Quantity Surveying Profession (available on their website www.sacqsp.co.za), as amended or amplified upon in the project brief below.

Partial / Additional / Specific Services

In addition to the guideline scope of services, the following specific services, additional services or partial services are required.

- Preparation of elemental estimates based on project requirements together with indicative sizes and specifications to guide the architectural design process.
- Keep track of the cost of design changes and update construction estimates.
- Preparation of funding application material if required.
- Preparation of construction estimates in a format agreed with the Employer.
- Assisting in the preparation of funding application material (e.g. USDG funding applications and Integrated National Electrification Programme (INEP) funding application), if required.
- Preparation and compilation of procurement documentation including the preparation of bills of quantities and specifications for building works.
- All procurement documents are to be in compliance with the Employer's policies on procurement of construction services.
- The construction procurement/contract documentation shall be in the Construction Industry Development Board's (CIDB) format.
- During the tender period respond to all queries from contractors in consultation with the Project Manager.

- Evaluate all valid tenders received and prepare a tender evaluation report (which shall include a recommendation) for consideration by the Employer's bid evaluation committee in the required format as determined by the Employer. Render all assistance as required by the Employer in concluding a tender award.
- Maintain an estimated/projected final account in a format agreed with the Employer and provide monthly reports cost reports to the Employer.
- Draft a final account for the construction works and a final Cost Report.

1.2.3 SCOPE OF ADDITIONAL SERVICES

LANDSCAPE ARCHITECTURAL SERVICES

The Landscape Architect is required to provide the following services:

Normal/Standard Services

- All standard services as described in Stages 1 to 6 in the Amended Landscape Architectural Work Stages –BOARD NOTICE 47 OF 2013: South African Council for Landscaping Architectural Profession, Landscaping Architectural Profession Act, 2000 (Act 45 of 2000). (Available on their website www.saclap.org.za), as amended or amplified upon in the project brief below.

Additional Services/ Non-Standard Services

- In addition to the guideline scope of services, the following specific services, additional services or partial services are required.
- Review of available documentation including but not limited to the District Six Development Framework, The District 6 Court Order Plan, Environmental/Heritage Impact Assessments and Site Development Plan applications etc.
- Receipt and Review of previously prepared concept plans
- Preparation of promotional material if required.
- Compile a Concept Design Report for the Employer's approval.
- Participate in stakeholder and public meetings if required.
- Prepare cost estimates of the landscaping work.
- Assist the Project Manager and Quantity Surveyor in the preparation of contract documentation, with particular reference to specifications and bills of quantities.
- Submit monthly quality reports during the construction period in the format prescribed by the employer.

TOWN PLANNING SERVICES

The Town Planner is required to provide the following services in terms of the Spatial Planning & Land Use Management (SPLUMA) Act no.16 of 2013 and Western Cape Land Use (LUPA) Act no.3 of 2014, their respective regulations and Local Authority by-laws, regulations and town planning schemes:

- Formulation of Layout Plans and Site Development Plans
- To liaise with, and co-ordinate the activities and inputs from any other Professionals appointed to the project team, insofar as their inputs may have bearing on the application for authorisation in terms of the Spatial Planning & Land Use Management (SPLUMA) Act no.16 of 2013 and Western Cape Land Use (LUPA) Act no.3 of 2014

- To coordinate and facilitate all public participation required in terms of the Spatial Planning & Land Use Management (SPLUMA) Act no.16 of 2013 and Western Cape Land Use (LUPA) Act no.3 of 2014
- Liaise with and co-ordinate activities from other Professionals appointed to the project team, insofar as their inputs may have bearing on the application for authorisation of a site development plan.
- Preparation of all documentation necessary in terms of the Spatial Planning & Land Use Management (SPLUMA) Act no.16 of 2013 and Western Cape Land Use (LUPA) Act no.3 of 2014.
- Preparation of all documentation necessary and submission of a Site Development Plan for approval including any required and agreed departures and servitudes and possible PT overlay zones.
- Place advertisements and notices related to the applications.
- Preparation and submission of subdivision plans for Council approval, including any required departures.
- Attendance of all Technical Project Committee and Project Steering Committee Meetings.
- Prepare in consultation with the Architect and Urban Designer layout plans for residential erven and all related non-residential erven with strong focus on the design of the public environment.
- Obtain all information required for the preparation of layout plans, including SG diagrams and servitude information.
- Workshop the layout plans and site development plans with the Project Steering Committee (including representatives of registered local organisations; and obtain approval from the City's Local Area Planning, Urban Design, Transport Planning and Engineering).
- Prepare all material for the above workshops to ensure that planning concepts are conveyed effectively.
- If required by Council, as a result of their decision / authorisation make requested amendments to the applications and resubmit to the planning department.

Application for Township Establishment

- Once the Subdivision Plan / Spatial Layout / Site Development Plan has been agreed by all role players, proceed to prepare, submit and obtain approval for all applications necessary for the establishment of a township on the sites in accordance with the layout plan / site development plan and with the requirements of the Spatial Planning & Land Use Management (SPLUMA) Act no.16 of 2013 and Western Cape Land Use (LUPA) Act no.3 of 2014 and any other relevant legislation required for the Employer to meet its objectives.
- Provide sufficient information to the Land Surveyor required to obtain approval of the SG plans.
- Provide a plan indicating street names and street numbers to the Councils satisfaction.
- Place advertisements and notices related to the application.
- If required by Council, as a result of their decision / authorisation make requested amendments to the applications and resubmit to the planning department.

ENVIRONMENTAL AUTHORISATION

The Environmental Authorisation Practitioner (EAP) is required to provide the following services:

- To ensure that the provisions of the National Environmental Management Act 107 of 1998 (NEMA), National Heritage Resource Act 25 of 1999 and the EIA Regulations (as gazetted 18 June 2010), and the relevant Specific Environmental Management Acts (SEMAS) (including

the Water Act) are fulfilled. This will include ensuring the relevant statutory procedures are followed and to obtain approvals or exemptions in terms of these regulations.

- Conduct site visits and collect all relevant site information needed for the application for authorisation.
- Coordinate pre-application meetings with relevant authorities, including DEA&DP and the City's Environmental Resource Management, in order to establish their requirements, which may include other specialist studies.
- To liaise with and coordinate the activities and inputs from any other professionals appointed to the project team, insofar as their inputs may have a bearing on the Application for Authorisation in terms of the requirements of the EIA Regulations.
- Coordinate with the Town Planner the process requirements required in terms of NEMA with the requirements of the Spatial Planning & Land Use Management (SPLUMA) Act no.16 of 2013 and Western Cape Land Use (LUPA) Act no.3 of 2014, in order to minimise duplication and obtain approvals in the shortest possible time.
- Preparing and updating programs and progress reports to keep the project team and Employer informed of progress.
- Provide environmental input to the planning and design process, promoting a sustainable development model appropriate to the receiving environment, incorporating key energy, water, waste, public space, mobility and biodiversity design features.
- Preparing all documentation necessary in terms of the NEMA EIA Regulations, and any other applicable environmental and/or heritage legislation to be submitted to the public, Heritage Western Cape (HWC), the Department of Environmental Affairs & Development Planning, (DEADP) and the Department of Water Affairs as appropriate;
- Submission of relevant reports and supporting documentation, in line with the requirements of DEA&DP.
- Coordinate the activities and inputs of any 'specialists' needed during the application and authorisation process.
- Preparing and placing notices in the press about the proposed project to satisfy the requirements of the EIA regulations.
- Notification of interested and affected parties (including the organs of state) if required, preparing press notices in the required languages (English, Afrikaans and Xhosa), placing reports in all relevant libraries, producing minutes and tracking all correspondence.
- Coordination of all public participation required in terms of the EIA Regulations, to arrange & facilitate meetings, produce minutes, resolve disputes, etc.
- Prepare and circulate all documentation necessary in terms of the EIA regulations to be submitted to the public, Heritage Western Cape, SAHRA and DEA&DP as appropriate;
- Liaising with DEA&DP and HWC/SAHRA to ensure that the requirements of the EIA regulations and the relevant authorities have been satisfied, as well as 'steering' the Application for Authorisation through the Basic Assessment, Scoping and Impact Assessment stages as appropriate, up until approval is issued.
- Attending all scheduled Project Steering Committee, Technical Project Meetings, and any other meetings with third parties and/or authorities as may be required to obtain authorisation.
- After submission of reports to Heritage Western Cape and / or DEA&DP, proactively follow up and obtain authorisations.
- Dealing with and coordinating comments and the appeals process if necessary.

HERITAGE AUTHORISATION

The Heritage Consultant is required to provide the following services:

- To ensure that the provisions of the National Heritage Resource Act 25 of 1999 and other applicable legislation are fulfilled. This will include ensuring the relevant statutory procedures are followed and to obtain approvals or exemptions in terms of these regulations.
- Analysis of issues raised in the scoping phase.
- Documentary research to develop a fairly comprehensive understanding of the chronology of the site and its role in the broader context.
- Comprehensive assessment of the heritage significance of the receiving environment.
- Comprehensive understanding the nature and scale of the proposals and the development intent for the medium and long term.
- Targeted consultation with local heritage groups and experts and participation in the broader EIA stakeholder engagement process.
- Establishment of the compatibility of the proposals with the policy planning and other statutory framework. Assessment of alternatives.
- Recommended management mitigation measures and monitoring programmes.
- Conduct site visits and collect all relevant site information needed for the application for authorisation.
- Coordinate pre-application meetings with relevant authorities, including DEA&DP and Heritage Departments, in order to establish their requirements, which may include other specialist studies.
- To liaise with and coordinate the activities and inputs from any other professionals appointed to the project team, insofar as their inputs may have a bearing on the Application for Authorisation in terms of the requirements of the Heritage Resource Act.
- Coordinate with the Town Planner in order to minimise duplication and obtain approvals in the shortest possible time.
- Preparing and updating programs and progress reports to keep the project team and Employer informed of progress.
- Provide heritage input to the planning and design process, promoting a sustainable development model appropriate to the receiving environment, incorporating key energy, water, waste, public space, mobility and biodiversity design features.
- Preparing all documentation necessary in terms of HIA Regulations, and any other applicable heritage legislation to be submitted to the public, Heritage Western Cape (HWC), the Department of Environmental Affairs & Development Planning, (DEADP) and the Department of Water Affairs as appropriate;
- Submission of relevant reports and supporting documentation, in line with the requirements of DEA&DP.
- Coordinate the activities and inputs of any 'specialists' needed during the application and authorisation process.
- Preparing and placing notices in the press about the proposed project to satisfy the requirements of the HIA regulations.
- Notification of interested and affected parties (including the organs of state) if required, preparing press notices in the required languages (English, Afrikaans and Xhosa), placing reports in all relevant libraries, producing minutes and tracking all correspondence.
- Coordination of all public participation required in terms of the HIA Regulations, to arrange & facilitate meetings, produce minutes, resolve disputes, etc.
- Prepare and circulate all documentation necessary in terms of the HIA regulations to be submitted to the public, Heritage Western Cape, SAHRA and DEA&DP as appropriate;
- Liaising with DEA&DP and HWC/SAHRA to ensure that the requirements of the HIA regulations and the relevant authorities have been satisfied, as well as 'steering' the Application for Authorisation through the Basic Assessment, Scoping and Impact Assessment stages as appropriate, up until approval is issued.
- Attending all scheduled Project Steering Committee, Technical Project Meetings, and any other meetings with third parties and/or authorities as may be required to obtain authorisation.

- After submission of reports to Heritage Western Cape and / or DEA&DP, proactively follow up and obtain authorisations.
- Dealing with and coordinating comments and the appeals process if necessary.

ARCHAEOLOGICAL SERVICES

The Archaeologist is required to provide the following services:

- To ensure that the provisions of the National Heritage Resource Act 25 of 1999 and other applicable legislation are fulfilled. This will include ensuring the relevant statutory procedures are followed and to obtain approvals or exemptions in terms of these regulations.
- Attend briefing sessions with the professional team and become familiar with the site
- Documentary research to develop a fairly comprehensive understanding of the chronology of the site and its role in the broader context.
- Compile an archaeological method statement for the earthworks phase
- Undertake site visits and prepare an archaeological assessment report for inclusion in the heritage impact assessment
- Prepare a full construction management plan as required by the authorities
- Monitor the re-levelling and excavations of the site
- Established the positions of all historical roads on site and ensure that remaining fabric is preserved
- Recover and preserve any artefactual material contained in the landfill that may be used in the process of memorialisation
- Recover any useful or historically significant building material from the landfill for re-use in memorialisation

TRAFFIC ENGINEERING SERVICES

The Traffic Engineer is required to provide the following services:

Planning, Studies, Investigations and Assessments.

Normal/Standard Services

- All standard services as described in Clause 3.1 of 2016 NDPW - Scope of Engineering Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000, (Act No.46 of 2000) Scope of Services and Tariff of Fees of Persons Registered in terms of the Engineering Profession Act, 2000 (Act No 46 of 2000), published on 1 March 2016, as amended or amplified upon in the project brief below.

Partial / Additional / Specific Services

- In addition to the guideline scope of services, the following specific services, additional services or partial services are required.
- Compile traffic data and traffic counts as needed for design and operations analysis.
- Perform traffic studies or analyses (full TIA is envisaged) and obtain approval from the various authorities.
- Provide traffic management plan for implementation during the construction phase;
- Compile individual signal timing plans, corridor signal timing progression plans and optimization plans.

- Due to the technical nature of this project, full time site supervision and monitoring (Level 3) will be required for all engineering construction works.
- All activities and deliverables in developing and finalising the development layout for SDP approval and obtained approval thereof
- Analyse, develop and finalise building/ unit topography and layout models to assist the Town Planner and Architect in developing a housing typography for approval by the Client and Authority
- Various option analysis to determine and confirm possible construction phasing scenarios;
- Preparation of promotional material if required.
- Preparation of funding application material if required and assist in the funding application process.
- Participate with public and stakeholder involvement.
- Attend ad hoc public participation meetings as required to inform public representative bodies of the design of the works.
- Making arrangements for way leaves, servitudes or expropriation
- Preparing detailed operating, operation and maintenance manuals
- Work and/ or services related to targeted procurement that could entail, but is not necessarily limited to any or all of the following:
 - incorporation of any targeted participation goals and training outcomes,
 - the measuring of key participation indicators,
 - the selection, appointment and administration of participation and;
- Auditing compliance with the above by any contractors and/or professional consultant.
- Proactively follow up and obtain engineering plan approval.
- Preparation of construction estimates in a format agreed with the Employer's agent.
- During the tender period, respond to all queries related to Traffic Engineering.
- Participate where required to evaluate all valid tenders received and participate to prepare a tender evaluation report (which shall include a recommendation) for consideration by the Employer's bid evaluation committee in the required format as determined by the Employer.
- Render all assistance as required by the Employer in concluding a tender award.
- Assist the project manager in the execution of his construction monitoring activities.
- Review attend meetings and provide technical assistance on Traffic impact assessments, Environmental Impact Assessments (Heritage Assessments, Archaeology Assessments, Botanical Assessments etc.), Geotechnical Assessments, Survey Assessments, Town Planning, Landscaping and Architectural and all other aspects as might be required.
- Complete a project close-out report according to the Employer's guideline and scope, including a close-out report detailing all products, materials and suppliers' details and maintenance guidelines to enable a smooth take-over of the infrastructure. A draft close-out report to be prepared prior to practical completion stage of the project, with a final report to be submitted at close-out stage.

LAND SURVEYING SERVICES

The Land Surveyor is required to provide the following services in accordance with the Land Survey Act 1997 (Act number 8 of 1997), the Sectional Title Act 95 of 1986 and The South African Council of Professional and Technical Surveyors.

- Subdivision and/or Consolidation
- In preparation for the development, the land surveyor will be required to undertake subdivisions and consolidations of the subject erven where applicable.
- Refer to site plans and the existing erf layout.

Cadastral Surveys

The cadastral survey services will be required in three phases:

- Base Plans
- Identifying all relevant cadastral information required for the design and development of the site, including servitudes and other spatial rights.
- Preparing a calculated base plan including the above and existing engineering services.
- Placing topographic features surveyed onto the base plan.
- Provide base plans to town planner, environmental practitioner, architects and engineers for the purposes of preparing their designs in hard copy and digital formats.
- Peg general layout, and block corners, when required (excluding internal erf beacons), when required.
- Provisional General Plans
- Provide input to the project team to assist with the preparation of layout plans, site development plans and subdivision plans.
- Liaise with the Town Planner and Architect and obtain sufficient information to obtain approval of the SG plans and ensure that the town planning approvals are in line with the acceptable land surveying practices.
- Prepare, submit and obtain provisional approval (from the Surveyor General) of the General Plans for the approved layout.
- Make payment of fees required by the Surveyor General for approval.
- Provide conveyancer or Employer with the required diagrams to enable the transfer of ownership in the deed's registry.
- Final General Plans
- Place beacons of the internal erven as and when required.
- Prepare the final sheet of the general plans and submit to the Surveyor General for final approval.

In the even that amendments to the General Plans are required, undertake the following actions:

- Frame the necessary amending General Plans.
- Supply amended General Plans to Town Planner to obtain the necessary Town Planning consents.
- Submit the amended General Plans to the Surveyor General for approval once the Town Planning Approval has been received.
- All other services required within the expertise of a Land Surveyor to achieve the Employers objectives in relation to the requirements of the Land Survey Act and regulations.

Sectional Title Plans

- The sectional title services will include:
- Undertaking actual measurements in such manner as will ensure accurate results and be in accordance with the Sectional Title Act.
- Preparation of draft sectional plans for submission to the Surveyor General, if required.
- Preparation of final sectional plans for submission to the Surveyor General.
- Proactively follow up and liaise with the Surveyor General to ensure the registration of sectional plans in the shortest possible timeframe to expedite the Employers objectives.
- If required by the Surveyor General make amendments and corrections to the sectional plans and resubmit the amended and/or corrected plans to the Surveyor General.

- Calculate participation quotas for the sectional title scheme(s).
- All other services required within the expertise of a Land Surveyor to achieve the Employers objectives in relation to the establishment of the required sectional title schemes.

2.2 Project description

2.2.1 Background

The Department of Agriculture, Land Reform and Rural Development (DALRRD) wishes to provide equitable redress to victims of racially motivated land dispossessions in District Six, in line with the provisions of the Restitution of Land Rights Act, 1994 (Act No. 22 of 1994).

The DALRRD is cooperating with the District 6 claimant community and various other government entities to redevelop District 6 through an integrated re-development process in order to enable a vibrant multi-cultural community.

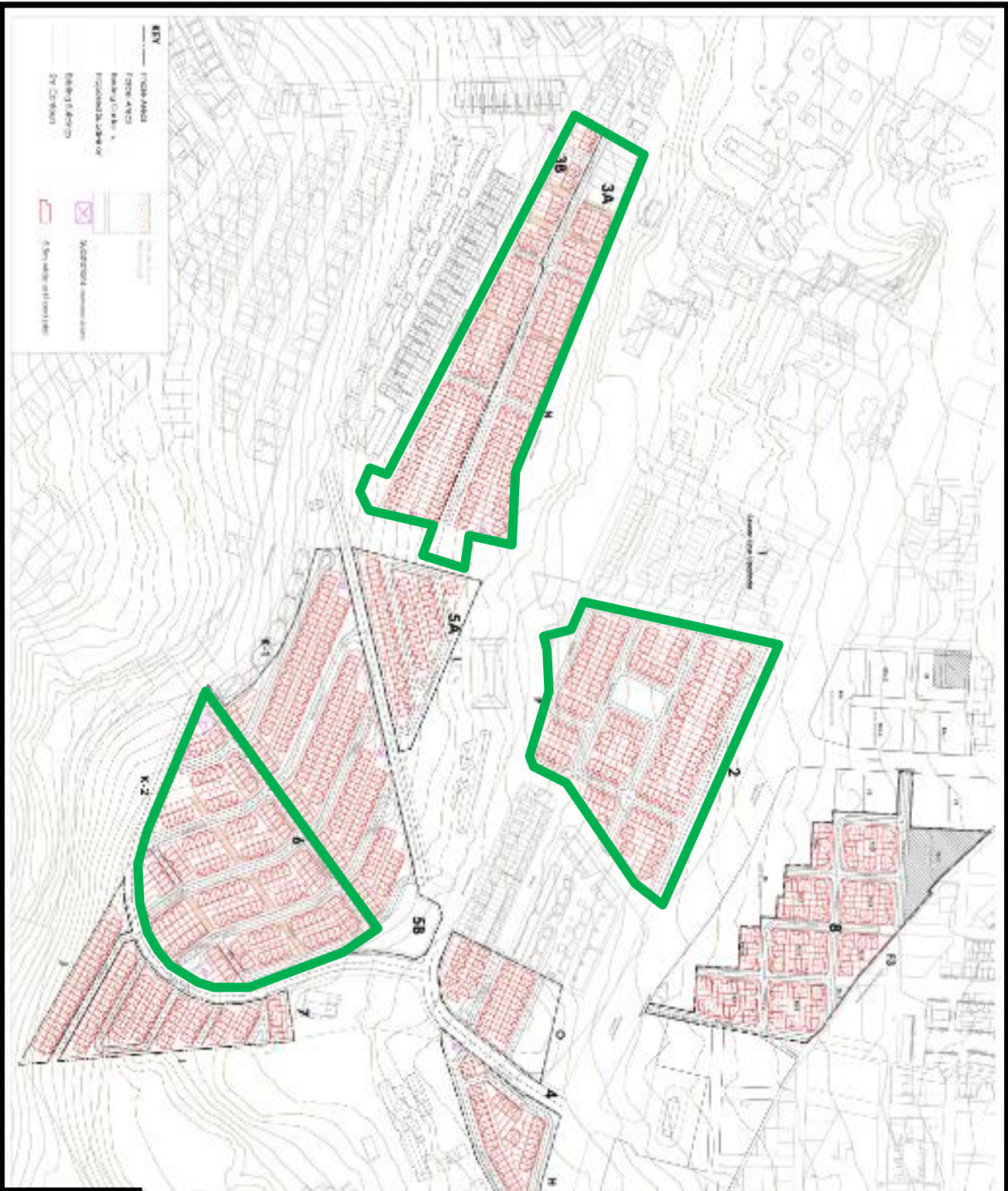
The integrated re-development process is however complex and the DALRRD has determined to develop the subject sites as the next phases of residential development for District 6 in order to accelerate the provision of dignified quality housing for claimants.

The objectives of this development are to:

- Accelerate the provision of services and housing to claimants;
- Provide quality housing units that will enable a vibrant community to restore its dignity;
- Design units that all allow for easy future expansion
- Comply with the visions laid out in the District 6 Development Framework (2012) and the District 6 Fulfilment of Court Orders Plan (December 2019) and subsequent revisions;
- Restore the cultural heritage of District 6 as much as possible;

2.2.2 Location of the Project sites & Phasing

The sites are located in city of Cape Town, in the suburb of District Six, on the periphery of the CBD. Phase 1, 2, 3 and 6 are referred to as Build 1 are located across 4 parcels of land i.e. Site P, N1, N2 & K2. (see Overall Phasing Plan Below – Build 1 parcels are highlighted with a green boarder).



5.5m Unit Layout

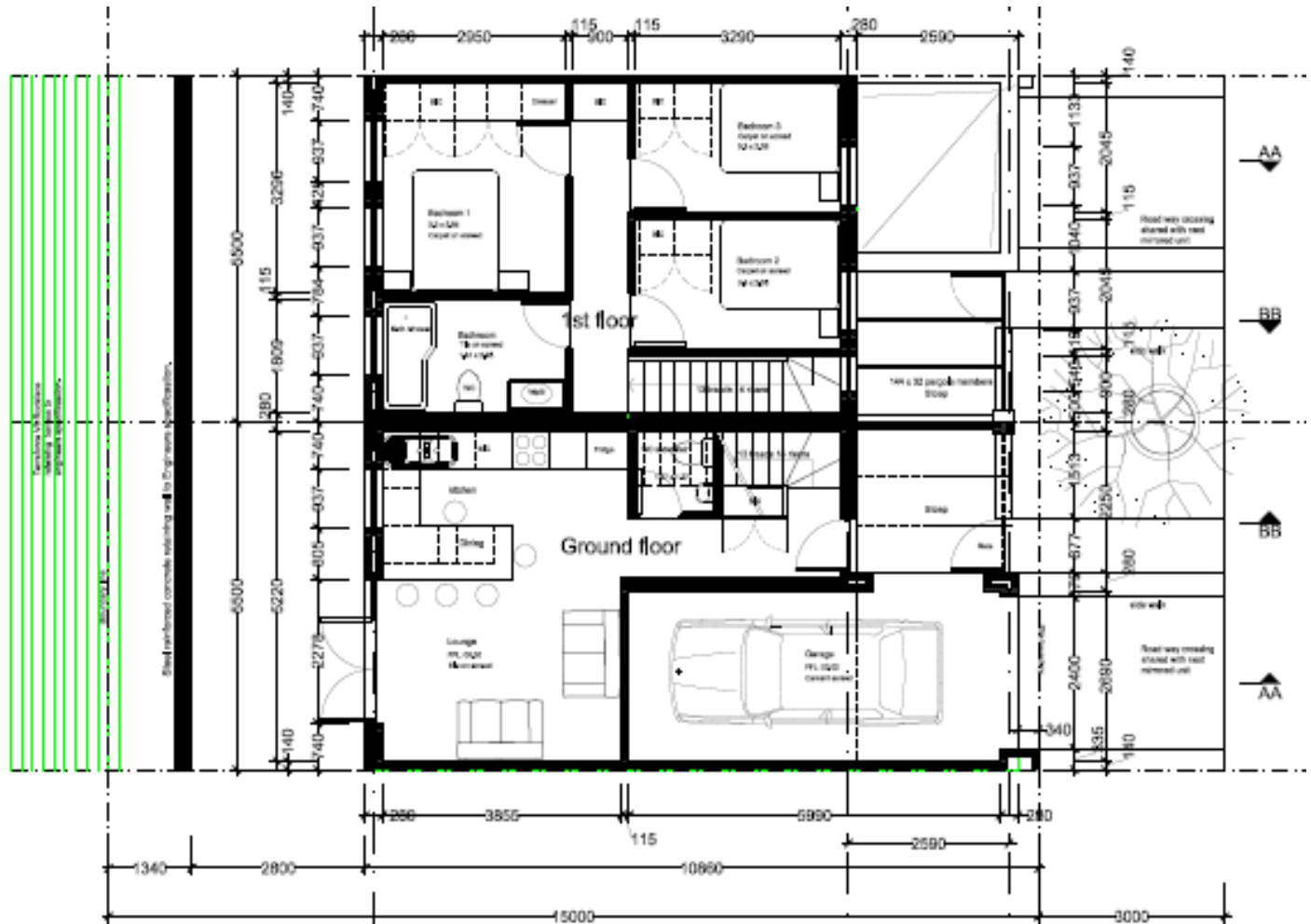
Row	Col	Area (m²)	Volume (m³)	Weight (kg)	Volume (m³)	Weight (kg)
1	1	100	100	100	100	100
1	2	100	100	100	100	100
1	3	100	100	100	100	100
1	4	100	100	100	100	100
1	5	100	100	100	100	100
1	6	100	100	100	100	100
1	7	100	100	100	100	100
1	8	100	100	100	100	100
1	9	100	100	100	100	100
1	10	100	100	100	100	100
1	11	100	100	100	100	100
1	12	100	100	100	100	100
1	13	100	100	100	100	100
1	14	100	100	100	100	100
1	15	100	100	100	100	100
1	16	100	100	100	100	100
1	17	100	100	100	100	100
1	18	100	100	100	100	100
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1	20	100	100	100	100	100
1	21	100	100	100	100	100
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1	26	100	100	100	100	100
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1	28	100	100	100	100	100
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1	36	100	100	100	100	100
1	37	100	100	100	100	100
1	38	100	100	100	100	100
1	39	100	100	100	100	100
1	40	100	100	100	100	100
1	41	100	100	100	100	100
1	42	100	100	100	100	100
1	43	100	100	100	100	100
1	44	100	100	100	100	100
1	45	100	100	100	100	100
1	46	100	100	100	100	100
1	47	100	100	100	100	100
1	48	100	100	100	100	100
1	49	100	100	100	100	100
1	50	100	100	100	100	100
1	51	100	100	100	100	100
1	52	100	100	100	100	100
1	53	100	100	100	100	100
1	54	100	100	100	100	100
1	55	100	100	100	100	100
1	56	100	100	100	100	100
1	57	100	100	100	100	100
1	58	100	100	100	100	100
1	59	100	100	100	100	100
1	60	100	100	100	100	100
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1	62	100	100	100	100	100
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1	68	100	100	100	100	100
1	69	100	100	100	100	100
1	70	100	100	100	100	100
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1	72	100	100	100	100	100
1	73	100	100	100	100	100
1	74	100	100	100	100	100
1	75	100	100	100	100	100
1	76	100	100	100	100	100
1	77	100	100	100	100	100
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1	85	100	100	100	100	100
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1	92	100	100	100	100	100
1	93	100	100	100	100	100
1	94	100	100	100	100	100
1	95	100	100	100	100	100
1	96	100	100	100	100	100
1	97	100	100	100	100	100
1	98	100	100	100	100	100
1	99	100	100	100	100	100
1	100	100	100	100	100	100

Court Order Plan - Housing Typologies

Below are architectural illustrations of the Housing Typologies as presented in the court order plan. These stem from extensive consultation with the beneficiary community and have been developed in accordance with preferences that have been noted with regard to density, typology (row house) and aesthetics.

These typologies are included for information to provide bidders with an impression of the plan submitted to court and to the public thus far. It is expected that these housing designs will be subject to a level of change during the design process.

PLAN:



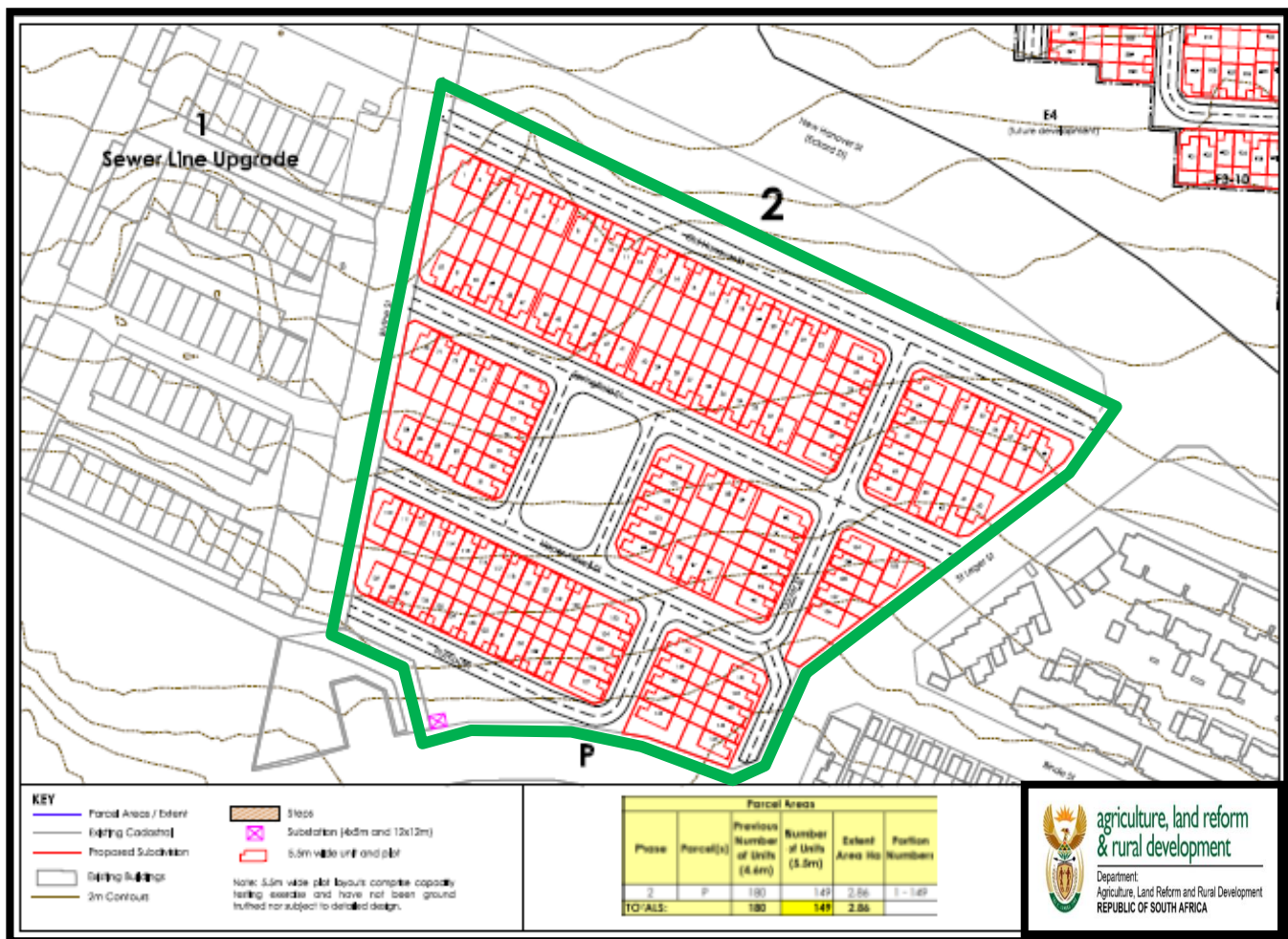
Phasing

PHASES 1 AND 2

Phase 1 comprises a sewer line upgrade. It entails replacing the pipes currently conveying sewage out of the area with pipes with a bigger diameter to accommodate larger post development flows.

Phase 2 includes the development of 149 units on Parcel P, see Figure below.

This phase will provide a communal open space to function as a gateway and recreation opportunity.



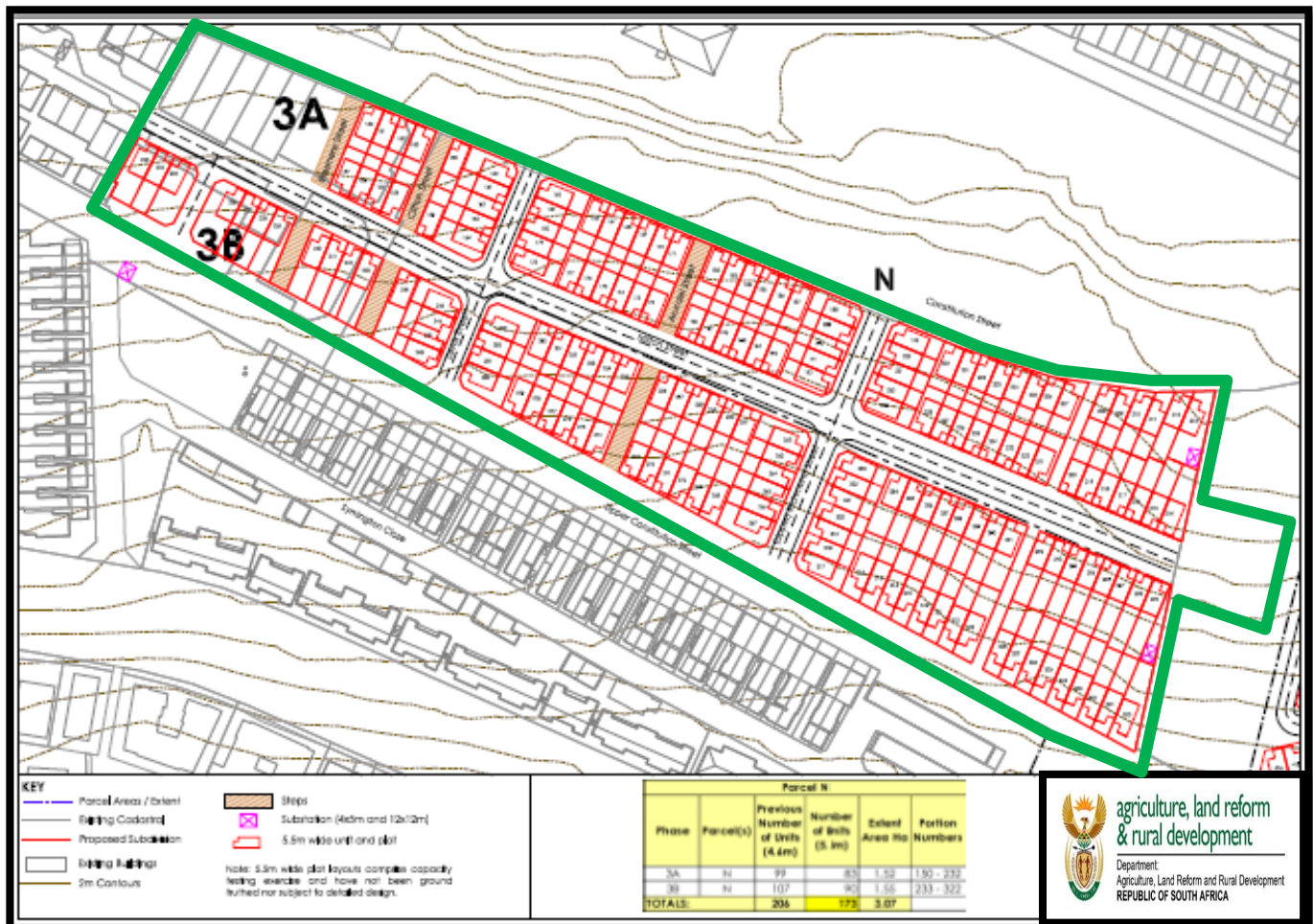
PHASE 3

Phase 3A & 3B comprises two narrow rectangular blocks comprising Parcels N1 & N2.

Fawley Park, an already existing Council park will serve the community.

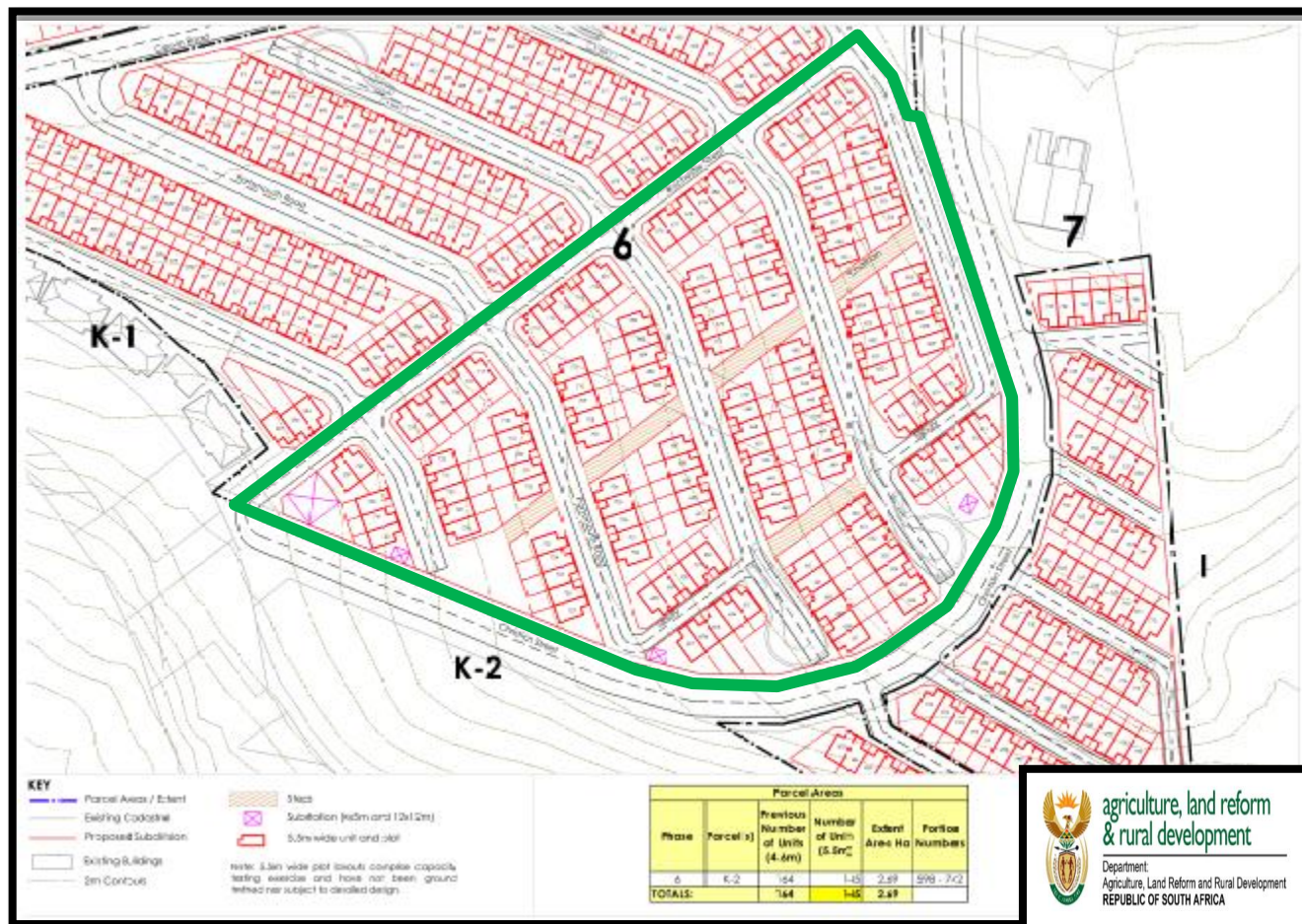
A detention pond which can double as a POS is required.

Phase 3 includes the development of 173 units on Parcels N1 & N2, see Figure below.



PHASE 6

Phase 6 comprises the development of 145 units on Parcel K2, see Figure below.



NB: The above diagrams/layouts are subject to change during the detail design process as are the number of units based on changes made during design phase.

2.2.3 Preliminary Project Cost Estimate for Build 1 including Phases 1, 2, 3 & 6, are presented below. These are estimates that were presented to the Courts and they have been used to calculate the professional fees.

The detailed cost estimates for the development of all phases will be determined during the detail design stage and construction of the housing development by the appointed service provider.

ESTIMATED CONSTRUCTION COST

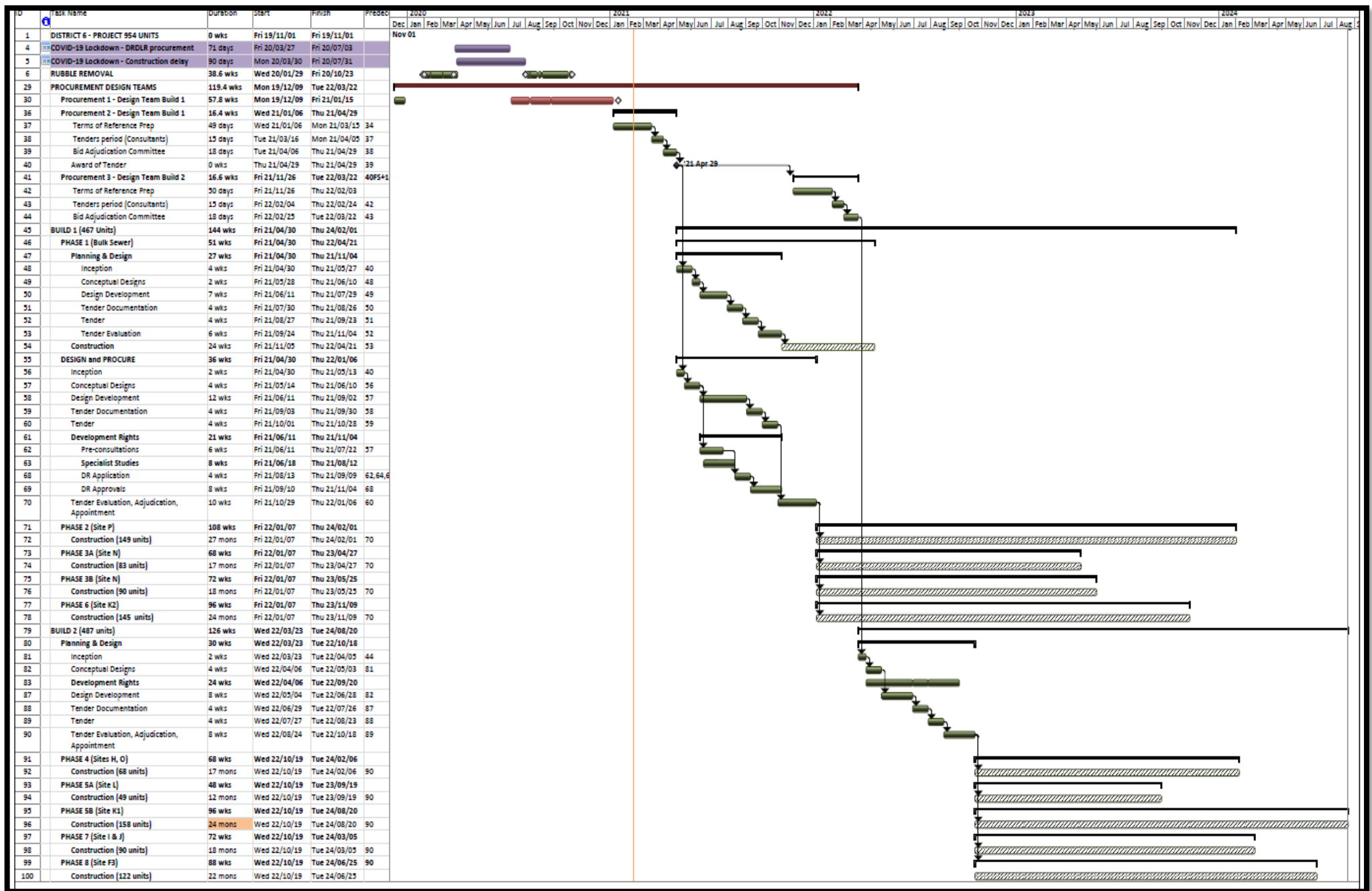
ITEM NO	DESCRIPTION	UNIT	QUANTITY	AMOUNT
1.	Building of Units at Site P	No	149	R185 657 725.00
2.	Building of Units at Site N1	No	83	R102 193 750.00
3.	Building of Units at Site N2	No	90	R113 368 575.00
4.	Building of Units at Site K2	No	145	R180 673 625.00
5.	Bulk earthwork & retaining walls	Sum	1	R66 700 000.00
6.	Civil works for all the sites	Sum	1	R47 725 000.00
7.	Electrical work for all the sites	Sum	1	R25 300 000.00
8.	Landscape work for all the sites	Sum	1	R16 193 569.00
TOTAL				R737 812 244.00

2.2.4 Project Programme

The consultant shall provide the proposed programme to be used when rolling out the project. The final programme for the project in the form of a Project Execution Plan, indicating overlaps between various tasks, shall be prepared by the appointed Service Provider and approved by the Department. The programme shall be in sufficient detail to monitor the Service Provider's.

No agreed milestones may be extended beyond the timeframes outlined in the programme without acceptable motivation and approval by the Department.

The program below is an indicative program and has been submitted as part of the court order planning to outline the intended overall District 6 project.



2.2.5 Information available from Employer

The DALRRD will make all information relating to the current plans and preliminary design work available to the successful service provider upon appointment. The Service Provider must make arrangements to collect any additional information to render any service required. The Service Provider must also make provision in its pricing for any extra cost that would be incurred in obtaining any other information and data.

2.2.6 Other Contracts on Site

Any other contracts/ or projects related to the redevelopment, not anticipated by the Employer shall be brought to the attention of the Employer and coordinated by the Service Provider. The Service Provider shall duly inform the Employer of any impacts associated with such contracts.

2.2.7 Reporting Requirements and Approval Procedure

The Service Provider shall meet with the Employer as and when reasonably instructed by the Employer to discuss and minute progress of the services. Notwithstanding any other requirements, the Service Provider shall submit a bi-weekly progress report to the Employer in a format approved by the Employer.

All project milestones including associated reports are to be approved by the Departmental Project Manager prior to proceeding to the next stage of the project. Budgets, cash flows and execution programmes are also subject to the approval of the Departmental Project manager.

- The Service Provider shall be responsible for obtaining the following approvals
- Approval of the conceptual and preliminary designs from the Employer,
- Approval of the detail design, drawings and contract document from the Employer,
- Approval of the allocation of staff from the Employer,
- Approval of relevant designs by Local Authorities, Human Settlements Department of Western Cape Government Telkom, Eskom, etc.
- Approval by the District Six Claimants Reference Group of any revisions to approved housing typologies and site development plans.
- Notwithstanding any approval received from the Employer, the Service Provider shall remain the responsible for all work carried out by the Service Provider and its sub-consultants and sub-contractors, in terms of this contract.

2.2.8 FORMAT OF COMMUNICATION

- All requests for formal approval from the Employer, or any other body, shall be submitted in writing in hardcopy format to the Employer. Interim payment claims shall be submitted in the same format, accompanied by an original tax invoice. Ad-hoc communication between the Employer and the Service Provider may be conducted per facsimile or in electronic format (e-mail).
- All plans and contract documents submitted for approval shall be in hardcopy format.

2.2.9 MEETINGS

Management Meetings

- During the initial stages of this project (Planning, Studies, Investigations and Assessments; Inception; Concept and Viability; and Design Development) the Service Provider will be expected to attend monthly management meetings with the Employer's and/or its project manager, convened for the purpose of managing this project. The Service Provider will

present its proposals at these meetings and take direction from the Employer and/or its project manager in this regard.

Community/Stakeholder Meetings

- The Service Provider will be expected to contribute to and attend community/stakeholder meetings, particularly with regard to Environmental (EIA), presenting proposals, and taking cognisance of input from the various interested and affected parties in the conceptual and detail design development including the District 6 Claimants Reference Group and the District Six Technical Task Team. It is not anticipated that it will be necessary to continue with community/stakeholder participation through the construction period, other than to respond to any individual queries/concerns that may be raised and occasional progress updates.

Site/Technical Meetings

- During the Contract Administration and Inspection stage of this project, the Service Provider shall be required to attend regular site meetings at which the Employer, or a nominated representative and building contractor will be present, as well as any technical meetings with the building contractor as may be required to ensure the successful implementation of this project.

Ad-hoc Meetings

- The Service Provider will be expected to attend ad hoc meetings from time to time, with the Employer, Employer's Agent, stakeholder groups, or service or other authorities, in order to address specific issues as and when the need arises.

General

- The Service Provider shall be represented at all meetings by at least one of the key personnel, preferably the project leader

3. Extent of the Services

3.1 All services as defined above.

3.2 Additional Services (Other)

3.3 The Employer may order duties that fall outside the scope of the project as tendered. Any such additional services that may be required will be remunerated as set out in the Pricing Data.

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.

During assessment of any existing facilities, which may have a direct bearing on the Project, the Service Provider shall determine deficiencies with such facilities in terms of the Occupational Health

and Safety Act, 1993 (Act 85 of 1993), the SANS 10400, etc. and recommend measures to rectify those during the project execution phase.

The departmental project manager shall be notified by the Service Provider and his personnel of any transgression of *inter alia* the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and environmental legislation during the Service Provider's operation pertaining to the Contract regardless of who may be involved.

5. Role Players

It will be required of the Service Provider to co-operate with the following role players:

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).

6. Brief

6.1 Target dates and times

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

The work of all Service Providers will be co-ordinated by the principal agent. 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 3.14 of the Contract Data (and/or PEP according to the same clause, if applicable).

During the construction phase of the Project it will be expected of the principal agent to obtain a construction programme from the main contractor to continuously monitor his progress against that programme for compliance and to take whichever steps have been described in the relevant manual and the Working Guideline for Project Managers. This should be done in collaboration with the rest of the professional team, should the progress not be according to the said programme.

6.2 Reporting requirements

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

6.3 Local content

It is the policy of the Employer to give preference to materials and equipment of South African manufacture. The Service Provider is to ensure that, wherever feasible, designs are based on locally manufactured equipment and materials which can meet requirements at competitive prices.

6.4 Design innovation

Given the need for energy efficiency and environmental sustainability in the built environment, each member of the professional team, is required, wherever possible and applicable, to demonstrate design innovation in all aspects of the Service towards "green" design solutions. Aspects to be considered and incorporated in all new building and/or maintenance designs are, *inter alia* but not limited to,

- a.) sustainable development
e.g. in building form, material choice, construction detailing and methods, recycling ability;
- b.) energy efficiency
e.g.
 - i) passive design methods towards energy conservation and consumption: building orientation, exploitation of nature's inherent energy sources),
 - ii) energy efficient solutions and installations for lighting, ventilation, cooling, heating, etc (e.g. energy efficient light fittings),
 - iii) alternative or renewable energy sources where practical/feasible/economical;
- c.) water conservation/saving/re-use methods; and
- d.) environmental friendliness (e.g. respect for natural habitat, blending of building with site/environment/surrounding fabric, positioning of buildings, consideration of neighbouring sites' access to sun, wind, view, etc).

6.5 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 also be requested on projects not requiring a security clearance.

7. 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 facilities 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. (Refer *inter alia* to Section 41 of the Occupational Health and Safety Act, 1993 (Act 85 of 1993)).

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 facilities to be affected by the Service shall be in accordance with all relevant legislation and upon delivery, will function as required by said relevant legislation. The Service Provider's actions, and the outcome thereof will in no way be detrimental to the health and safety of the occupants or persons present therein or in the vicinity thereof. Similarly, it must not be detrimental to any aspects of the environment in its structure or operation if operated as specified in operation manual(s). The relevant legislation meant herein, as amended, consist of *inter alia* the following, but not limited to:

- Atmospheric Pollution Prevention Act, 1965 (Act 45 of 1965);
- Construction Industry Development Board Act, 2000 (Act 38 of 2000);
- Council for the Built Environment Act, 2000 (Act 43 of 2000);
- Deeds Registries Act (Act 47 of 1937);
- Electricity Act, 1987 (Act 41 of 1987);
- Engineering Profession Act, 2000 (Act 46 of 2000);
- Environmental Conservation Act, 1998 (Act 107 of 1998);
- Fire Brigade Services Act, 2000 (Act 14 of 2000);
- Local Government Municipal Systems Act, 2000 (Act 32 of 2000), municipal by-laws and any special requirements of the local service supply authority;
- National Building Regulations and Building Standards Act, 1977 (Act 103 of 1977);
- National Environmental Management Act, 1998 (Act 107 of 1998);
- National Heritage Resources Act, 1999 (Act 25 of 1999);
- National Water Act, 1998 (Act 36 of 1998);
- Occupational Health and Safety Act, 1993 (Act 85 of 1993);
- Telecommunications Act, 1996 (Act 103 of 1996);
- Water Services Act, 1997 (Act 108 of 1997) and general authorizations;
- the latest issue of SANS 10142: "Code of Practice for the Wiring of Premises";
- the Regulations of the local Gas Board, where applicable and
- all regulations promulgated under the above Acts.

This will be a continuous process throughout the appointment, which will manifest itself during the following phases:

- development of plans and documentation;
- supervision of any Service Providers under the appointment;
- ensuring compliance of the end product;

- compiling and issuing of Instruction/Operational Manuals indicating *inter alia* what the legal and safety requirements entail for the user(s)/operator(s) of the facilities;
- providing instruction to the intended users/operators.

The Service Provider accepts full and complete responsibility (both contractually and/or in delict) regarding compliance with the Occupational Health and Safety Act, 1993 (Act 85 of 1993) for his acts and omissions as well as those of his employees and indemnifies the Employer against any legal action in this regard.

The Service provider undertakes to ensure that the requirements of the Occupational Health and Safety Act, 1993 will similarly apply to the agreement with any sub service providers inclusive of indemnifying the Employer against any legal action regarding the actions and/or omissions by them.

9. Access to land/buildings/sites

Access to the land/buildings/sites shall be negotiated in consultation with the departmental project manager.

10. 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. Specific requirements for compatibility are specified in the relevant manuals.

11. 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.

FINGERPRINTS (except Defence projects)

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

12. Forms for contract administration

All forms required during contract administration, called PRM forms, are available on the website at <http://www.publicworks.gov.za/> under "Consultants Guidelines" item 14.

2. **COMPULSORY REQUIREMENT:**

A TWO ENVELOPE SYSTEM WILL BE FOLLOWED FOR THIS BID I.E. SUBMISSION OF TECHNICAL PROPOSAL (PART 1) AND FINANCIAL PROPOSAL (PART 2) IN TWO SEPARATE ENVELOPES.

- 2.1 The Bidder ***must*** deliver the Bid proposal in ***two*** separate, ***sealed envelopes*** in the form of **Part 1: Technical Proposal** and **Part 2: Financial Proposal**.

On the closing date and time of this bid, **only the envelope containing Part 1: Technical Proposal** will be opened and published on the departmental website.

NB: Part 2: Financial Proposal envelope will not be opened at this stage.

Note: Any tender not complying with the above-mentioned COMPULSORY REQUIREMENT will be regarded as non-responsive and will therefore not be considered for evaluation in terms of the evaluation criteria indicated below.

3. **Tenders will be evaluated in terms of the evaluation criteria stipulated below:**

- (a) Prequalification criteria
- (b) Evaluation for mandatory criteria
- (c) Evaluation in terms of Functionality
- (d) Evaluation in terms of 90/10 preference point system as prescribed in the Preferential Procurement Regulations 2017.

A. **PRE-QUALIFICATION CRITERIA**

Only tenderers who meet the following Pre-qualification criteria for Preferential Procurement may respond to this Bid:

- 1. A tenderer subcontracting a minimum of 30% to an EME or QSE which is at least 51% owned by black people.
- 2. Tenderers are required to submit proof of B-BBEE Status Level of contributor. Proof includes **valid B-BBEE Status Level Verification Certificates** (Verification Agencies accredited by SANAS) or Sworn Affidavit signed by the deponent and attested by the Commissioner of Oaths or B-BBEE certificate issued by the Companies and Intellectual Property Commission to substantiate their BBEE rating claims together with their tenders.

NB: BIDDERS ARE REQUIRED TO SUBMIT PROOF OF B-BBEE STATUS LEVEL OF CONTRIBUTOR FOR EACH AND EVERY PROPOSED SUB-CONTRACTOR

- 3. Tenderers **must** submit proof of signed subcontracting arrangement between the main tenderer and the subcontractor/s. Proof of subcontracting arrangement may include a subcontracting agreement between main tenderer and the subcontractor/s and **must** be signed.
NB: Proof of signed subcontracting arrangement between the main bidder and the subcontractor/s must be submitted for each and every proposed sub-contractor.
- 4. Main Service Providers are discouraged from subcontracting with their subsidiary companies as this may be interpreted as subcontracting with themselves and / or using their subsidiaries for fronting. Where the primary Service Provider subcontracts with a subsidiary this must be declared in the tender document.
- 5. Tenders that do not meet subcontracting requirements are considered as being not acceptable tenders and will be disqualified and will not be considered for further evaluation or award.

6. **SUB-CONTRACTOR LINK:** The report containing the list of potential subcontractors may be drawn by accessing the following links on www.csd.gov.za

- **Project Management Services**
<https://secure.csd.gov.za/Search/SupplierSearch?SupplierSearchFavouritelD=3346>
- **Architectural Services**
<https://secure.csd.gov.za/Search/SupplierSearch?SupplierSearchFavouritelD=3347>
<https://secure.csd.gov.za/Search/SupplierSearch?SupplierSearchFavouritelD=3349>
- **Quantity Surveying Services**
<https://secure.csd.gov.za/Search/SupplierSearch?SupplierSearchFavouritelD=3350>
- **Structural Engineering Services**
<https://secure.csd.gov.za/Search/SupplierSearch?SupplierSearchFavouritelD=3351>
- **Civil Engineering Services**
<https://secure.csd.gov.za/Search/SupplierSearch?SupplierSearchFavouritelD=3352>
- **Mechanical Engineering Services**
<https://secure.csd.gov.za/Search/SupplierSearch?SupplierSearchFavouritelD=3353>
- **Electrical Engineering Services**
<https://secure.csd.gov.za/Search/SupplierSearch?SupplierSearchFavouritelD=3354>
- **Occupational Health & Safety Services**
<https://secure.csd.gov.za/Search/SupplierSearch?SupplierSearchFavouritelD=3355>
- **Landscape Architectural Services**
<https://secure.csd.gov.za/Search/SupplierSearch?SupplierSearchFavouritelD=3356>
- **Town Planning Services**
<https://secure.csd.gov.za/Search/SupplierSearch?SupplierSearchFavouritelD=3357>
- **Geotechnical Services**
<https://secure.csd.gov.za/Search/SupplierSearch?SupplierSearchFavouritelD=3358>
- **Land Surveying Services**
<https://secure.csd.gov.za/Search/SupplierSearch?SupplierSearchFavouritelD=3359>
- **Heritage Consulting Services**
<https://secure.csd.gov.za/Search/SupplierSearch?SupplierSearchFavouritelD=3360>
- **Archaeological Services**
<https://secure.csd.gov.za/Search/SupplierSearch?SupplierSearchFavouritelD=3361>
- **Environmental Management Services**
<https://secure.csd.gov.za/Search/SupplierSearch?SupplierSearchFavouritelD=3362>
- **Traffic Engineering Services**
<https://secure.csd.gov.za/Search/SupplierSearch?SupplierSearchFavouritelD=3363>

7. It is the responsibility of the tenderer to select competent subcontractors that meet all requirements of the tender so that their tender is not jeopardized by the subcontractor when evaluated. Tenderers are responsible for all due diligence on their subcontractors.

Note: Any tender not complying with the above-mentioned stipulations, will be regarded as non-responsive and will therefore not be considered for further evaluation.

B. MANDATORY REQUIREMENTS:

Tenders will only be considered for acceptance if (i.e. will only be regarded as responsive) if:

1. The tendering Service Provider in **Consortium** is made up of professional practices each of the professional services as listed below and which each is owned and controlled by registered professionals of that specific profession, by at least a percentage determined by the relevant Council in its Code of Professional Conduct in terms of number, shareholding and voting power who are registered in terms of the:

Project and Construction Management Act, 2000 (Act No 48 of 2000)
Quantity Surveying Profession Act, 2000 (Act no 49 of 2000),
Architectural Professions Act, 2000 (Act no 44 of 2000),
Engineering Professions Act, 2000 (Act no 46 of 2000).

The supporting documents should be submitted as referred to, in the returnable documents and clearly indicating all the registered principals who will hereafter be referred to as registered principals of each discipline.

And/or

A **multi-disciplinary** professional practice or practices, that also provide some of the professional services listed below, of which each professional division/section in the practice or practises is under the fulltime supervision of a registered professional in that specific profession and, and which is owned and controlled by registered professionals, by at least a percentage determined by the relevant Council in its Code of Professional Conduct, in terms of number, shareholding and voting power, registered in terms of the:

Project and Construction Management Act, 2000 (Act No 48 of 2000)
Quantity Surveying Profession Act, 2000 (Act no 49 of 2000),
Architectural Professions Act, 2000 (Act no 44 of 2000),
Engineering Professions Act, 2000 (Act no 46 of 2000).

The supporting documents should be submitted as referred to, in the returnable documents and clearly indicating all the registered personnel who will hereafter be referred to as registered personnel of each discipline. The Project Coordinator, responsible for coordination and facilitation should be appointed from one of the disciplines of the registered professionals.

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 an entity.

NB: SERVICE PROVIDERS MUST INDICATE WHETHER THEY ARE TENDERING IN CONSORTIUM OR MULTI DISCIPLINARY.

2. **Copies of council certificates** from the relevant bodies clearly proving current professional registration with the relevant council, including registration numbers, of all the registered principals as 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 multidisciplinary. The department will verify the professional certificates/registration with relevant professional bodies prior to evaluating the bidder.

4. **Confirmation of the required R 100 000 000.00(one hundred million rand) of professional indemnity insurance** specified in terms of Contract Data clause **5.4.1** (C1.2.3 Data provided by the Service Provider) **must** be completed and signed by the duly authorised person.

Bidders **must** also submit a Valid Professional indemnity insurance of a minimum of **R 100 000 000.00 (one hundred million rand) must be submitted.**
(NB: **A letter of intent will not be accepted.**)

In terms of a Joint Venture or a Consortium a **combined** Professional indemnity (PI) for Consortium / Joint venture must be submitted for the required amount of **R 100 000 000.00 (one hundred million rand).**

NB: If confirmation of professional indemnity insurance is not duly confirmed in C1.2.3 Data provided by the Service Provider **and** proof of professional insurance indemnity is not submitted, the risk to Employer will be regarded as unacceptable and will 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. (**A letter of intent will not be accepted.**) A combined Professional indemnity (PI) for Consortium / Joint venture must be submitted for required amount of **R 100 000 000.00 (one hundred million rand).**

5. TAX REQUIREMENTS:

- Bidders must ensure compliance with their tax obligations.
 - Bidders are required to submit their unique personal identification number (pin) issued by SARS to enable the organ of state to view the taxpayer's profile and tax status.
 - Application for tax compliance status (TCS) or pin may also be made via e-filing. In order to use this provision, taxpayers will need to register with SARS as e-filers through the website www.sars.gov.za.
 - Bidders may also submit a printed TCS together with the bid.
 - In bids where consortia / joint ventures / sub-contractors are involved; each party must submit a separate proof of TCS / pin / CSD number.
 - Where no TCS is available but the bidder is registered on the central supplier database (CSD), a CSD number must be provided.
6. A resolution, PA-15.1 (for a single Service Provider tendering herein) or PA-15.2 **plus** special resolution, PA-15.3 (for multiple Service Providers tendering in consortium or joint venture herein) (forms PA-15.1 to 3 are bound in hereafter) must be completed and submitted together with your bid document.
7. Pricing Schedule (**SBD3.3**) **must be fully completed.**

Note: Any tenderer not complying with the above-mentioned stipulations will be regarded as non-responsive and will therefore not be considered for further evaluation

RETURNABLE STANDARD BIDDING DOCUMENTS TO BE COMPLETED AND SUBMITTED TOGETHER WITH YOUR BID

1. **SBD 1** - Invitation to bid must be completed and submitted together with your bid document.
2. A Declaration of Interest and Tenderer's Past Supply Chain Management Practices must be completed, signed and submitted together with your bid document. (**SBD 4 and SBD 8**)

3. Preference points claim form, **(SBD 6.1)** is bound in hereafter and must be completed and submitted together with your bid document.
4. **SBD 5** – The national industrial participation programme form must be completed and submitted together with your bid document
5. Certificate of independent bid determination **(SBD.9)** must be completed and submitted together with your bid document.
6. **Proposed Key Personnel must be indicated/completed on clause 7.1.2.**

(C) EVALUATION IN TERMS OF FUNCTIONALITY

Quality (functionality) will be scored on those tenders regarded as being responsive. The CRITERIA to be applied in evaluating responsive tenders is set out in the table below:

The below mentioned values will be utilised by a representative evaluation panel to score responsive tenders:

0 -no response; 1 – poor; 2 - below average; 3- average 4- good; 5- excellent

EVALUATION CRITERIA:			
The recommended bidder would need to have all of the professionals in possession of a valid and active registration number with their relevant councils. Points will only be awarded for professionals with valid and active registration numbers with their relevant councils. The Department reserves the right to not appoint any service provider should this be inactive or invalid.			
Evaluation criteria	Application	Weights	
1. ABILITY AND EXPERIENCE (Personnel)	Proposed technical team to be utilized in the execution of the project per specialised category; (CV's clearly indicating skills, knowledge, list of projects and experience copies of qualification certificates and valid council registration):	25	
	<ul style="list-style-type: none"> Professional Construction Project Manager registered with SACPCMP. (post professional registration experience in construction project management) 	5	
	<ul style="list-style-type: none"> Professional Civil Engineer / Professional Structural Engineer registered with ECSA (post professional registration experience) 	5	
	<ul style="list-style-type: none"> Professional Electrical Engineer registered with ECSA (Tender's post professional registration experience) 	5	
	<ul style="list-style-type: none"> Professional Architect registered with SACAP (Tender's post professional registration experience) 	5	
	<ul style="list-style-type: none"> Professional Quantity Surveyor Registered with SACQSP (Tender's post professional registration experience) 	5	

2. Project delivery proposal	<p>The District 6 Redevelopment Project is a high priority and high-profile project. It has committed timeframes to communities and court. It is expected that the appointed consultant team provide the highest standard of professional service on this project to ensure that it meets its timelines and other commitments.</p> <p>The Project Execution Proposal is expected to outline the bidder's approach and experience to executing a project of this nature and profile. Included will be a:</p> <ul style="list-style-type: none"> ✓ project specific program within stipulated timeframes and organogram of the project team (10), ✓ project approach and understanding of the high-profile project including but not limited to community engagement, media engagement and liaising with stakeholder institutions from stage 1 to stage 6 (15). 	<p style="text-align: center;">25</p>
3. The tendering bidders must have proven experience the projects must be similar in scope, nature and size with reference letters that shows the employers logo, contact details, date and must be signed submitted for each completed project within the last 15 years)	<p>0 = no information submitted</p> <p>1 = 1 reference letter submitted</p> <p>2 = 2 reference letters submitted</p> <p>3 = 3 reference letters submitted</p> <p>4 = 4 reference letters submitted</p> <p>5 = 5 or more reference letters submitted</p>	<p style="text-align: center;">50</p>
<p style="text-align: center;">TOTAL</p>		<p style="text-align: center;">100</p>

The proposal will be evaluated individually on score sheets, by a representative evaluation panel according to the evaluation criteria indicated above. All service providers who scored less than **75 out of 100** points for functionality will not be considered further.

NB: Points scored above 75 out of 100 for Quality (functionality) will not have an influence on the total tender evaluation points. Method 2 (i.e. financial offer and preferences) will be used to calculate the total tender evaluation points.

EVALUATION CRITERIA	Evaluation Criteria Schedule					
	Scoring					
	0	1	2	3	4	5
Number of Years of Experience in Construction Project Management (PROFESSIONAL PROJECT MANAGER)	No information provided	The Principal Project Manager is professionally registered with SACPCMP with less than 3-year post registration exp. In project management, managing multi-disciplinary projects	The Principal Project Manager is professionally registered with SACPCMP with 4-5 years' post registration exp. in project management, managing multi-disciplinary projects	The Principal Project Manager is professionally registered with SACPCMP with 6-7 years' post registration exp. in project management, managing multi-disciplinary projects	The Principal Project Manager is professionally registered with SACPCMP with 8-9 years' post registration exp. in project management, managing multi-disciplinary projects	The Principal Project Manager is professionally registered with SACPCMP more than 10 years' post registration exp. in project management, managing multi-disciplinary projects
Number of Years of Experience as a Professional ARCHITECT	No information provided	The Professional Architect is professionally registered with SACAP with less than 4 years' post registration experience.	The Professional Architect is professionally registered with SACAP with 5-7 years' post registration experience.	The Professional Architect is professionally registered with SACAP with 8-10 years' post registration experience.	The Professional Architect is professionally registered with SACAP with 11-15 years' post registration experience.	The Professional Architect is professionally registered with SACAP with more than 15 years' post registration experience.
Number of Years of Experience as a Professional QUANTITY SURVEYOR	No information provided	The Quantity Surveyor is professionally registered with SACQSP with less than 4 years' post registration experience.	The Quantity Surveyor is professionally registered with SACQSP with 5-7 years' post registration experience.	The Quantity Surveyor is professionally registered with SACQSP with 8-10 years' experience.	The Quantity Surveyor is professionally registered with SACQSP with 11-15 years' post registration experience.	The Quantity Surveyor is professionally registered with SACQSP with more than 15 years' post registration experience.
Number of Years of Experience as a Professional CIVIL ENGINEER OR Professional Structural ENGINEER	No information provided	The Civil Engineer is professionally registered with ECSA with less than 4 years' post registration experience. OR The Structural Engineer is professionally registered with ECSA with less than 4 years' post registration experience	The Civil Engineer is professionally registered with ECSA with 5-7 years' post registration experience. OR The Structural Engineer is professionally registered with ECSA with 5-7 years' post registration experience	The Civil Engineer is professionally registered with ECSA with 8-10 years' post registration experience. OR The Structural Engineer is professionally registered with ECSA with 8-10 years' post registration experience	The Civil Engineer is professionally registered with ECSA with 11-15 years' post registration experience. OR The Structural Engineer is professionally registered with ECSA with 11-15 years' post registration experience	The Civil Engineer is professionally registered with ECSA with more than 15 years' post registration experience. OR The Structural Engineer is professionally registered with ECSA with more than 15 years' post registration experience
Number of Years of Experience as a Professional ELECTRICAL ENGINEER	No information provided	The Electrical Engineer is professionally registered with ECSA with less than 4 years' post registration experience.	The Electrical Engineer is professionally registered with ECSA with 5-7 years' post registration experience.	The Electrical Engineer is professionally registered with ECSA with 8-10 years post registration experience.	The Electrical Engineer is professionally registered with ECSA with 11-15 years' post registration experience.	The Electrical Engineer is professionally registered with ECSA with more than 15 years' post registration experience.

EVALUATION CRITERIA	Evaluation Criteria Schedule					
	Scoring					
	0	1	2	3	4	5
Understanding of the Project Brief	No information provided	Proposal submitted does not address the TOR	Proposal Submitted addressed the TOR partially	Proposal Submitted addresses the TOR accurately	Proposal Submitted addresses the TOR comprehensively	Proposal Submitted addresses the TOR and provides additional planning and implementation plans

(d) EVALUATION IN TERMS OF 90/10 PREFERENCE POINT SYSTEM AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS 2017.

Only bids that achieve the minimum qualifying score of 75 for functionality will be evaluated further in accordance with the 90/10 preference point systems as prescribed in Preferential Procurement Regulations 2017.

APPLICATION OF 90/10 PREFERENCE POINT SYSTEM

The 90/10 preference point system is applicable to this tender (i.e. tenders with a Rand value above R50 million (all applicable taxes included).

Tenderers are required to submit proof of B-BBEE Status Level of contributor. Proof includes **valid B-BBEE Status Level Verification Certificates** (Verification Agencies accredited by SANAS) or Sworn Affidavit signed by the deponent and attested by the Commissioner of Oaths or B-BBEE certificate issued by the Companies and Intellectual Property Commission to **substantiate their BBEE rating claims** together with their tenders.

A consortium or joint venture (including unincorporated consortia and joint ventures) **must submit a consolidated B-BBEE Status Level Verification Certificate** for every separate tender.

Tenderers who do not submit B-BBEE Status Level Verification Certificates or who are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEE

NB: Certificates issued by IRBA and Accounting Officers have been discontinued.

1. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 1.1 In terms of Regulation 6 (2) of the Preferential Procurement Regulations 2017, preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)
1	10
2	9
3	6

4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

A tenderer may not be awarded points for B-BBEE status level of contributor if the tender document indicates that the tenderer intends subcontracting more than 25% of the value of the contract to any other person not qualifying for at least the points that the tenderer qualifies for, unless the intended subcontractor is an EME that has the capability to execute the subcontract

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)** published by the Construction Industry Development Board, and are attached hereto as appendix B.

C1.2.2 Data provided by the Employer

Clause	
	<p>The General Conditions of Contract in the Standard Professional Services Contract (July 2009) make several references to the Contract Data for details that apply specifically to this tender. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.</p> <p>Each item of data given below is cross-referenced to the clause in the General Conditions of Contract to which it mainly applies (appendix B).</p>
1	The Employer is the Government of the Republic of South Africa in its Department Agriculture, Land Reform and Rural Development.
1	<p>The Project is:</p> <p>PROVISION OF MULTI DISCIPLINARY PROFESSIONAL SERVICES: DISTRICT SIX PHASE 1, 2, 3A, 3B & 6 RESTITUTION HOUSING PROJECT FOR THE RURAL INFRASTRUCTURE DEVELOPMENT BRANCH OF THE DEPARTMENT OF AGRICULTURE, LAND REFORM & RURAL DEVELOPMENT IN CAPE TOWN, WESTERN CAPE</p>
3.4 and 4.3.2	The authorised and designated representative of the Employer is the departmental project manager, details of whom are as indicated in LA1.2 Notice and Invitation to Tender.
3.5	The Services shall be executed in the Service Provider's own office and on the Project, site as described in item 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	<p>Omit the following:</p> <p>"... within two (2) years of completion of the Service ...".</p>
3.12.1	<p>Period of Performance shall be sub dividable in separate target dates according to the programme to be submitted in terms of clause 3.14 hereof.</p> <p>.</p>

3.14	The Period of Performance is from inception of this Contract until 36 months from the date of a work order. The Service Provider has completed all Deliverables in accordance with the Scope of Services.
3.15	<p><u>For fees stipulated as “value based” in C2.1 Pricing Instructions, C2.1.1.1:</u> Programme: A programme for the performance of the Service shall be submitted by the Service Provider, identified as the principal agent to the departmental project manager, within a period of two (2) weeks following the briefing meeting.</p> <p>The programme will be the result of the co-ordination of all appointed Service Providers’ inputs and shall be in sufficient detail describing key milestones, events and activities linked to the fastest realistic timeframes in which the Service can be delivered. Milestones and events are to be listed based on the Scope of Services described in part C3 of the various appointed Service Providers’ tender documents and presented in bar chart format. No milestones may, at the co-ordination stage, be extended beyond the timeframes outlined in C3.2.2.4 Project Programme without acceptable reasons. The programme thus compiled and presented by the principal agent must be counter-signed by all appointed Service Providers as proof that programme was agreed upon by all during the said co-ordination action.</p> <p>The Employer retains the right to negotiate such submitted programme with the principal agent in consultation with the appointed Service Providers, if required, to promote the interest of the project.</p> <p><u>For fees stipulated as “time based” in C2.1 Pricing Instructions, C2.1.1.1:</u> Project Execution Plan (PEP): A PEP for the performance of the Service shall be submitted by the Service Provider, to the departmental project manager, within a period of two (2) weeks following the briefing meeting.</p> <p>In the event of the Employer not being satisfied with the submitted PEP, the Parties will negotiate in good faith towards a PEP that will be agreeable to both. Such an agreed-upon PEP will form the basis for the management of the appointment and remuneration purposes. Should circumstance change from the initial briefing, the Service Provider and the Employer will negotiate a revised PEP to satisfy such change(s). Should the Parties fail to reach agreement on the PEP or revised PEP, the matter will be dealt with in terms of clause 12.1.2 of the General Conditions of Contract (appendix B). Should the mediation process fail, the Contract will be deemed to have been mutually terminated and any reasonable fees accrued at that stage settled by the Employer.</p>
4.1.1	<p>Briefing meeting: The departmental project manager shall arrange a briefing meeting, compulsory for all appointed Service Providers, as soon as practicable after the appointment of the professional team, or after the appointment of the core members of the professional team required to commence with the Services if not appointed at the same time, during which meeting the departmental project manager, together with any supporting advisors, will verbally brief the professional team comprehensively regarding the requirements of the project and the Scope of Services and hand over, to the Service Providers, all documentation relevant to the execution of the Service.</p>
4.4	Others providing Services on this Project may be appointed from time to time by DALRRD.
4.7	<p>Add the following: The Employer shall pay the Service Provider the amount certified within 30 (thirty) calendar days from the date of receipt of the Service Provider’s original VAT Invoice in support of payment certificate at the Physical address of the Employer</p>
5.4.1	Minimum professional insurance cover of R100 000 000.00, (One Hundred Million Rands) with the first amount payable not exceeding 5% of the value of indemnity, and/or personal liability – all as more comprehensively described in C1.2.3 Data provided by the Service Provider and in respect of which the Service Provider must provide data as required.
5.5	<p>The Service Provider is required to obtain the Employer’s prior approval in writing before taking any of the following actions:</p> <ol style="list-style-type: none"> 1. Travelling for which payment will be claimed, as defined in C2.1.3 Travelling and subsistence

	arrangements and tariffs of charges; 2. Travelling from service provider premises or offices will not be remunerated. Remuneration will be calculated from Western Cape PSSC, 14 Long Street, Cape Town. 3. Deviate from the final programme as in clause 3.14 above; 4. Deviate from the programme (delayed or earlier); 5. Deviate from or change the Scope of Services; 6. Change Key Personnel on the Service.
8.1	The Service Provider is to commence the performance of the Services immediately after the Contract becomes effective and execution to be as per the programme in clause 3.14 above (see C3 Scope of Services, C3.6 Brief).
8.4.3 (c)	The period is not to exceed three (3) years.
9.1	Copyright of documents prepared for the Project shall be vested with the Employer.
12.1.2	Interim settlement of disputes is to be by mediation.
12.2.1	In the event that the Parties fail to agree on a mediator, the mediator is to be nominated by the president of the Association of Arbitrators (Southern Africa).
12.2.4 / 12.3.4	Final settlement is by litigation.
13.1.3	All partners in a joint venture or consortium shall carry the same professional indemnity insurance as per clause 5.4.1 of the General Conditions of Contract (appendix B).
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 10 years from the date of termination or completion of the Contract.
13.6	The provisions of clause 13.6 do not apply to the Contract.
14.4	In the first sentence, change "... period of twenty-four months after ..." to "... period of thirty-six months after ...".
15	In respect of any amount owed by the Service Provider to the Employer, the Service Provider shall pay the Employer interest at the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act 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 <u>General Conditions of Contract in the Standard Professional Services Contract (July 2009)</u> to which it mainly applies (appendix B).
1	The Service Provider is the company, close corporation, natural person or partnership named in SBD 1 of the tender document by the tendering Service Provider.
5.3	The authorised and designated representative of the Service Provider is the person named in the resolution PA-15.1 or PA-15.3 by the tendering Service Provider.
5.4.1	<u>Indemnification of the Employer</u> I, the undersigned, being duly authorized by the Service Provider, in terms of the completed resolution (PA-15.1 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 **R100 000 000.00 (One Hundred Million Rands)**, with the first amount payable not exceeding 5% of the value of indemnity. I further confirm that the Service Provider will keep such professional indemnity fully subscribed. I further confirm that 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 ten (10) 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 certified 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: refer to Mandatory requirements

NB: ENSURE VALID COPIES OF REGISTERED PRINCIPALS/ OWNERS AND ALL EMPLOYED PROFESSIONALS ARE ATTACHED

Name	Indicate the relevant Body or Council registered with	Provide Registration Number with	Specify Duties in relation to this Bid
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		applicable body or council	
LIST OF REGISTERED PRINCIPALS/OWNERS OF THE FIRM (if tendering in consortium please provide the information of all companies tendering in Joint Venture or Consortium)			
1.			
2.			
3.			
4.			
5.			
LIST OF EMPLOYED PROFESSIONALS			
Professional Construction Project Manager/s registered with South African Council for Project and Construction Management (SACPCMP)			
Name	Indicate the relevant Body or Council registered with	Provide Registration Number with applicable body or council	Specify Duties in relation to this Bid
1.			
2.			
3.			
Professional Civil and Structural Engineer/s registered with Engineering Council of South Africa (ECSA)			
Name	Indicate the relevant Body or Council registered with	Provide Registration Number with applicable body or council	Specify Duties in relation to this Bid
1.			
2.			
3.			
Professional Mechanical Engineer/s registered with Engineering Council of South Africa (ECSA)			
Name	Indicate the relevant Body or Council registered with	Provide Registration Number with applicable body or council	Specify Duties in relation to this Bid
1.			
2.			
3.			
Professional Electrical Engineer/s registered with Engineering Council of South Africa (ECSA)			
Name	Indicate the relevant Body or Council registered with	Provide Registration Number with applicable body or council	Specify Duties in relation to this Bid
1.			
2.			
3.			
Professional Quantity Surveyor/s registered with South African Council for the Quantity Surveyors			

Name	Indicate the relevant Body or Council registered with	Provide Registration Number with applicable body or council	Specify Duties in relation to this Bid	
1.				
2.				
3.				
Professional Architect registered with South African Council for the Architectural Profession (SACAP)				
Name	Indicate the relevant Body or Council registered with	Provide Registration Number with applicable body or council	Specify Duties in relation to this Bid	
1				
2				
3				

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

ENQUIRIES – TECHNICAL RELATED:

Mr H Khatib/ Mr D Ludidi
 Department of Agriculture, Land Reform and Rural Development
 Tel: 021 409 0300
 Cell: 082 827 6003/ 082 733 1247
 Email: Husain.Khatib@dalrrd.gov.za/ Dumisa.Ludidi@dalrrd.gov.za

FOR BID RELATED ENQUIRIES CONTACT:

Mr GI Sekwale/ Ms R Goolam/ Ms K Seatlholo
 Tel: 012 312 9876/8369/ 9734
 E-mail: Gobusamang.sekwale@dalrrd.gov.za; or Rashida.goolam@dalrrd.gov.za/
Kehilwe.Seatlholo@dalrrd.gov.za

APPOINTMENT OF A CONSORTIUM / MULTI-DISCIPLINARY PROFESSIONAL SERVICE PROVIDER/S FOR THE PROJECT: PROVISION OF MULTI DISCIPLINARY PROFESSIONAL SERVICES: DISTRICT SIX PHASE 1, 2, 3A, 3B & 6 RESTITUTION HOUSING PROJECT FOR THE RURAL DEVELOPMENT BRANCH OF THE DEPARTMENT OF AGRICULTURE, LAND REFORM & RURAL DEVELOPMENT IN CAPE TOWN, WESTERN CAPE.

THERE WILL BE A COMPULSORY BRIEFING SESSION AS FOLLOWS:

DATE : FRIDAY, 04 JUNE 2021

TIME : 11:00

**VENUE: Corner of Constitution Street and Vogelgevang Street, District Six
CAPE TOWN**

Co-ordinates: -33.93322; 18.434905 (-33o 93'32.2"; 18o 43'49.05")

CLOSING DATE: TUESDAY, 15 JUNE 2021 AT 11:00

NB; PLEASE NOTE: Tenders can only be submitted in the Tender Box in CAPE TOWN.

ENQUIRIES – TECHNICAL RELATED:

Mr H Khatib / Mr D Ludidi

Tel: 021 409 0300 Cell: 082 827 6003 / 082 733 1247

Email: Husain.Khatib@dalrrd.gov.za; Dumisa.Ludidid@dalrrd.gov.za

FOR BID RELATED ENQUIRIES, CONTACT:

Mr GI Sekwale/Ms R Goolam/ Ms K Seatlholo

Tel: 012 312 9876/9734/8369

E-mail: Gobusamang.sekwale@drdlr.gov.za; Kehilwe.Seatlholo@dalrrd.gov.za or Rashida.goolam@drdlr.gov.za

NB: SERVICE PROVIDERS MUST INDICATE BY A TIK WHETHER THEY ARE TENDERING IN CONSORTIUM OR MULTI DISCIPLINARY/ JOINT VENTURE.

MULTI DISCIPLINARY		CONSORTIUM/JOINT VENTURE	
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A TWO ENVELOPE SYSTEM WILL BE FOLLOWED FOR THIS BID I.E. SUBMISSION OF TECHNICAL PROPOSAL (PART 1) AND FINANCIAL PROPOSAL (PART 2) IN TWO SEPARATE ENVELOPES.

The Bidder *must* deliver the Bid proposal in *two* separate, *sealed envelopes* in the form of **Part 1: Technical Proposal and **Part 2: Financial Proposal**.**

On the closing date and time of this bid, only the envelope containing Part 1: Technical Proposal will be opened and published on the departmental website.

NB: Part 2: Financial Proposal envelope will not be opened at this stage.

Note: Any tender not complying with the above-mentioned COMPULSORY REQUIREMENT will be regarded as non-responsive and will therefore not be considered for evaluation in terms of the evaluation criteria indicated below.

FINANCIAL PROPOSAL – PART 2

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT)					
BID NUMBER:	5/2/21-CRDP 0001 (2021/2022)	CLOSING DATE:	15 JUNE 2021	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF A CONSORTIUM / MULTI-DISCIPLINARY PROFESSIONAL SERVICE PROVIDER/S FOR THE PROJECT: PROVISION OF MULTI DISCIPLINARY PROFESSIONAL SERVICES: DISTRICT SIX PHASE 1, 2, 3A, 3B & 6 RESTITUTION HOUSING PROJECT FOR THE RURAL DEVELOPMENT BRANCH OF THE DEPARTMENT OF AGRICULTURE, LAND REFORM & RURAL DEVELOPMENT IN CAPE TOWN, WESTERN CAPE.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT					
14 Long Street					
CAPE TOWN					
8000					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr GI Sekwale/ Ms R Goolam/ Ms K Seatlholo		CONTACT PERSON	Mr h Khatib/ Mr D Ludidi	
TELEPHONE NUMBER	012 312 9876/ 8369/9734		TELEPHONE NUMBER	082 827 6003/ 082 733 1247	
FACSIMILE NUMBER	086 570 9467		FACSIMILE NUMBER	086 570 9467	
E-MAIL ADDRESS	Gobusamang.Sekwale@dalrrd.gov.za/ Rashida.Goolam@dalrrd.gov.za/ K.Seatlholo@dalrrd.gov.za		E-MAIL ADDRESS	Husain.Khatib@dalrrd.gov.za/ Dumisa.Ludidi@dalrrd.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B TERMS AND CONDITIONS FOR BIDDING

<p>1. BID SUBMISSION:</p> <p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, STANDARD PROFESSIONAL SERVICES CONTRACT (July 2009) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p> <p>1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</p>	<p>2. TAX COMPLIANCE REQUIREMENTS</p> <p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p> <p>2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."</p>
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NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g. company resolution, Resolution PA 15.1, 15.2 & 15.3)

DATE:



agriculture, land reform & rural development

Department:
Agriculture, Land Reform and Rural Development
REPUBLIC OF SOUTH AFRICA

DIRECTORATE: SPECIAL PROJECTS
OFFICE OF THE DEPUTY DIRECTOR GENERAL: RURAL DEVELOPMENT
Tel: 012 312 9556 Fax: 012 324 9143

FINANCIAL PROPOSAL-PART 2

TERMS OF REFERENCE FOR THE APPOINTMENT OF A CONSORTIUM / MULTI-DISCIPLINARY PROFESSIONAL SERVICE PROVIDER/S FOR THE PROJECT: PROVISION OF MULTI DISCIPLINARY PROFESSIONAL SERVICES: DISTRICT SIX PHASE 1, 2, 3A, 3B & 6 RESTITUTION HOUSING PROJECT FOR THE RURAL DEVELOPMENT BRANCH OF THE DEPARTMENT OF AGRICULTURE, LAND REFORM & RURAL DEVELOPMENT IN CAPE TOWN, WESTERN CAPE.

The Consortium / Multi-Disciplinary core services required are as follows:

- Project Management Services
- Architectural Services
- Quantity Surveying Services
- Structural and Civil Engineering Services
- Mechanical and Electrical Engineering Services

NB: SERVICE PROVIDERS MUST INDICATE BY A TIK WHETHER THEY ARE TENDERING IN MULTI DISCIPLINARY OR CONSORTIUM/ JOINT VENTURE

MULTI DISCIPLINARY		CONSORTIUM/ JOINT VENTURE	
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A TWO ENVELOPE SYSTEM WILL BE FOLLOWED FOR THIS BID I.E. SUBMISSION OF TECHNICAL PROPOSAL (PART 1) AND FINANCIAL PROPOSAL (PART 2) IN TWO SEPARATE ENVELOPES.

The Bidder ***must*** deliver the Bid proposal in ***two*** separate, ***sealed envelopes*** in the form of **Part 1: Technical Proposal** and **Part 2: Financial Proposal**.

On the closing date and time of this bid, **only the envelope containing Part 1: Technical Proposal** will be opened and published on the departmental website.

NB: Part 2: Financial Proposal envelope will not be opened at this stage.

Note: Any tender not complying with the above-mentioned COMPULSORY REQUIREMENT will be regarded as non-responsive and will therefore not be considered for evaluation in terms of the evaluation criteria indicated below.

FINANCIAL PROPOSAL – PART 2

(d) **EVALUATION IN TERMS OF 90/10 PREFERENCE POINT SYSTEM AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS 2017.**

Only bids that achieve the minimum qualifying score of 75 for functionality will be evaluated further in accordance with the 90/10 preference point systems as prescribed in Preferential Procurement Regulations 2017.

APPLICATION OF 90/10 PREFERENCE POINT SYSTEM

The 90/10 preference point system is applicable to this tender (i.e. tenders with a Rand value above R50 million (all applicable taxes included).

Tenderers are required to submit proof of B-BBEE Status Level of contributor. Proof includes **valid B-BBEE Status Level Verification Certificates** (Verification Agencies accredited by SANAS) or Sworn Affidavit signed by the deponent and attested by the Commissioner of Oaths or B-BBEE certificate issued by the Companies and Intellectual Property Commission to **substantiate their BBEE rating claims** together with their tenders.

A consortium or joint venture (including unincorporated consortia and joint ventures) **must submit a consolidated B-BBEE Status Level Verification Certificate** for every separate tender.

Tenderers who do not submit B-BBEE Status Level Verification Certificates or who are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEE

NB: Certificates issued by IRBA and Accounting Officers have been discontinued.

1. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 1.1 In terms of Regulation 6 (2) of the Preferential Procurement Regulations 2017, preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

A tenderer may not be awarded points for B-BBEE status level of contributor if the tender document indicates that the tenderer intends subcontracting more that 25% of the value of the contract to any other person not qualifying for at least the points that the tenderer qualifies for, unless the intended subcontractor is an EME that has the capability to execute the subcontract

C2: PRICING DATA.

C2.1 Pricing Instructions

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

C2.1.1.1 Professional fees for Multi-Discipline/Consortium Built Environment Professional Services will be paid on a **value** basis. The words “value based” and “percentage based” used in connection with fee types in this document or any documents referred to in this document are interchangeable and are deemed to have the same meaning.

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

A percentage of the estimated fees

as set out below.

C2.1.2 Remuneration for **Multi-Disciplinary/Consortium Built Environment Professional Services**

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

- **the percentage of the normal fees tendered in Activity Schedule for Value Based Fees, column (b), plus Value Added Tax, all according to the provisions under C2.1.3;**

C2.1.2.2 The amount tendered herein (C1.1) is for tender purposes only and will be amended according to the application of the value fee scale *vis-à-vis* the actual cost of construction (if basis of remuneration has been set at “value based” according to C2.1.1.1) or the actual number of hours for each level (if basis of remuneration has been set at “time based” according to C2.1.1.1).

C2.1.2.3 Reimbursable rates for typing, printing and duplicating work and forwarding charges as set out under item 20 of the pricing schedule herein will be paid in full, irrespective of the percentage or rates tendered as referred to in C2.1.1.2 and C2.1.2.1 above.

C2.1.2.4 **Disbursements in respect of all travelling and related expenses** (including all travelling costs, time charges and subsistence allowances related thereto) to the Cape Town: PSSC Office of the Department of Agriculture, Rural Development and Land Reform **will not be paid for separately.** **Tenderers must make provision for and include all such costs in their tender when calculating the rates as described in C2.1.1.2 above.**

The site must be visited as often as the works require for the execution of all duties on the Project. The Service Provider must be available at 24 hours’ notice to visit the site if so required. All costs in this regard will be deemed to be included in the applicable fees as stated in C2.1.1.1.

The offices of the employer must be visited as often as the works require for the execution of all duties on the Project. The Service Provider must be available at 24 hours’ notice to visit the site if so required.

However, 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 other offices or elsewhere, he will be remunerated **according to the provisions under C2.1.3.2 to C2.1.3.6 herein.**

“For purpose of this tender, the tenderers are required to provide an address in Cape Town from which all travel would be deemed to originate and will be considered as the tenderer’s office”. Travelling cost will be refunded for the full

distance covered per return trip measured from the office of the Service Provider appointed, upon the submission of proof of such travelling. The Service Provider is expected to provide a travel plan as part of the inception report.

Office address

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.....
.....

- C2.1.2.5 All fee accounts must be accompanied by an updated original written certification by the quantity surveyor, if appointed, of the amount(s) on which fees are based. The onus, however, rests on the Service Provider to calculate fees on the appropriate value and according to the correct fee scale, read in conjunction with this Contract.
- C2.1.2.6 All fee accounts need 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.
- C2.1.2.7 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.
- C2.1.2.8 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 Standard Professional Services Contract (appendix B).
- C2.1.2.9 Accounts for Services rendered may be submitted on the successful completion of each stage of work. 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 Standard Professional Services Contract (appendix B).
- C2.1.2.10 Fee accounts shall be submitted on the Employer's prescribed format, obtainable on the Employer's Website: <http://www.publicworks.gov.za/> under "Consultants Guidelines".

C2.1.3 Travelling and Subsistence Arrangements and Tariffs of Charges

- C2.1.3.1. General:
The most economical mode of transport 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.

- C2.1.3.2 Travelling time
Travelling time to attend meetings and any other related activities at the appointing office of the Employer will not be reimbursed and is deemed included in the hourly rates tendered for Personnel. In all other cases travelling time will be fully reimbursed.

C2.1.3.3 Travelling costs

Travelling costs to attend meetings and any other related activities at the appointing office of the Employer will not be reimbursed and are deemed included in the hourly rates tendered for personnel. In all other cases travelling costs will be reimbursed at the rates set out in Table 3 in the "Rates for Reimbursable Expenses" obtainable from the Department of Public Works website: www.publicworks.gov.za.

Except for travelling as described in the previous paragraph, 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 1600 cubic centimetres, prescribed from time to time and as set out in Table 3 in the "Rates for Reimbursable Expenses" obtainable from the Department of Public Works website: www.publicworks.gov.za.

C2.1.3.4 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 Employer.

C2.1.3.5 Subsistence allowance

The subsistence allowances are as set out in Tables 4 and 5 in the "Rates for Reimbursable Expenses" obtainable from the Department of Public Works website: www.publicworks.gov.za.

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

Should the daily tariff as set out in Table 4 be inadequate, substantiated actual costs plus a special daily allowance as shown in Table 5 for incidental expenses, and 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.

C2.1.3.6 Accounts

Fee accounts shall be submitted in an acceptable format.

All fee accounts shall 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.

Time sheets giving full particulars of the work, date of execution and time duration, should be submitted with each fee account.

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 Employer 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.

Accounts for Services rendered may be submitted on the successful completion of an assignment. Interim accounts will be considered during the execution of the assignments but not more frequent than monthly except if otherwise agreed between the authorised and designated representative of the Service Provider and the Employer. Payment of accounts rendered will be subject to the checking thereof by the Employer. 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.

C2.1.3.7 Set off

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

C2.1.3.8 Typing, printing and duplicating work and forwarding charges

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 Website: <http://www.publicworks.gov.za/> under "Documents"; "Consultants Guidelines"; item1.

Typing and duplicating

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

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

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

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

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.)

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.

C2.1.3.9 OUT CLAUSE

The Department of Agriculture Rural Development and Land Reform reserves the right to:

-

- 1. Reduce the scope of the work.
- 2. To terminate the contract and compensate only for services rendered until date of termination.

C2.1.3.10 Please note: the bidder must allow for rates for:

- a) Technicians that are required to support the professionals above, for purposes of drafting plans, fieldwork, design etc.
- b) Office Administrators – filing, document compilation, minute taking and general administrative tasks.

5/2/2/1 CRDP 0001 2021-2022

The appointment of a Consortium / Multi-Disciplinary Professional Service Provider/s for the project: Provision of Multi-Disciplinary Professional Services: District Six Phase 1, 2, 3a, 3b & 6 Restitution Housing Project for The Rural Development Branch of The Department of Agriculture, Land Reform & Rural Development in Cape Town, Western Cape

NAME OF BIDDER:

BID NO.: 5/2/2/1 CRDP 0001(2021/2022)

CLOSING TIME: 11H00

CLOSING DATE: 15 JUNE 2021

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY INCLUSIVE OF 15% VALUE ADDED TAX(VAT)
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1. The accompanying information must be used for the formulation of proposals.

2. **TOTAL BID PRICE (15% Vat inclusive)** R.....

SBD 3.3

PRICING SCHEDULE
(Professional Services)

ACTIVITY SCHEDULE FOR VALUE BASED FEES FOR ALL PROFESSIONAL SERVICES OF A SERVICE PROVIDER IN MULTI DISCIPLINARY / CONSORTIUM)

Tenderer's Tender for Value Based Fees for Phases 1, 2, 3a, 3b & 6

Fee for Normal Services inclusive of certain additional services

PROFESSIONAL SERVICE	(A) Estimated construction cost (excl. VAT)	(B) Estimated normal fees	Unit	(C) Percentage of normal fees tendered	(B)x(C) Financial Offer by Tenderer for Value Based Fees
1. Project Management Services	R737 812 244	R33 313 928	%		= R
2. Architectural Services	R737 812 244	R47 865 358	%		= R
3. Quantity Surveying Services	R737 812 244	R29 713 824	%		= R
4. Structural Engineering Services	R213 898 400	R12 071 104	%		= R
5. Mechanical Electrical Plumbing (MEP) Engineering Services (Building)	R123 428 081	R8 697 195	%		= R
6. Civil Engineering Services	R47 725 000	R3 056 096	%		= R
7. Electrical Engineering Services	R25 300 000	R2 053 502	%		= R
8. Landscape Architectural Services	R16 193 569	R1 829 873	%		= R
Sub-total					= R (a)

Additional Services				
Time Based Fees				
Description	Unit	Quantity (A)	Rate (B)	Amount (A)x(B)
9. Level Two, Full time construction monitoring and supervision in terms of 2016 NDPW	Months	32	R	= R
10. Act as an "Health & Safety agent" professional registered with SACPCMP under the Occupational Health and Safety Act, 1993 (act No. 85 of 1993) and the Construction Regulations.	Months	36	R	= R
11. Fire engineering services	Months	32	R	= R
Sub-total				= R (b)

Additional Services				
Fixed Professional Fees				
Description	Unit	Quantity (A)	Rate (B)	Amount (A)x(B)
12. Town Planning Services <ul style="list-style-type: none"> Site P-149 Units Site N-173 Units Site K2-145 Units 	Per Site	3	R	= R
13. Land Surveying Services <ul style="list-style-type: none"> Site P-149 Units Site N-173 Units Site K2-145 Units 	Per Site	3	R	= R
Sub-total				= R (c)

Additional Services				
Fixed costs for Disbursements, Studies, investigations, Assessments, and applications (Site P-149 Units; Site N-173 Units, and Site K2-145 Units)				
Description	Unit	Quantity (A)	Rate (B)	Amount (A)x(B)
14. Geotechnical investigation and testing	Per Site	3	R	= R
15. Engineering survey of site including bench marking, contours, existing structures, topography, pegs in accordance with Departmental manual	Per Site	3	R	= R
16. Heritage Impact Assessment	Per Site	3	R	= R
17. Archaeological study assessment	Per Site	3	R	= R
18. Traffic Impact Assessment	Per Site	3	R	= R
19. EIA basic Assessment	Per Site	3	R	= R
20. Disbursement costs and Subsistence allowance	Per Site	3	R	= R
21. Environmental Management Plan & Monitoring	Per Site	3	R	= R
22. Prepare and lodging application for water Licence	Per Site	3	R	= R
23. Obtain a Record of Decision (RODs) from the responsible Authority in terms of National water Act of 1998 and environmental Management Plan in terms of the Minerals and Petroleum Resource Development Act, 2000	Per Site	3	R	= R
24. Other (Please Specify):	Per Site	3	R	= R
Sub-total				= R (d)

SUMMARY ACTIVITY SCHEDULE FOR VALUE BASED FEES FOR ALL PROFESSIONAL SERVICES OF A SERVICE PROVIDER IN MULTI DISCIPLINARY / CONSORTIUM

TENDERER'S TENDER PRICE

PROFESSIONAL SERVICE	AMOUNT
a) Value-based fees	= R (a)
b) Time-based fees	= R (b)
c) Fixed professional fees	= R (c)
d) Fixed costs	= R (d)
Sub-total	= R (e) (e= a + b + c + d)
Add: Contingency-10% (The Contingency sum is under the Sole control of the Department and the utilization thereof must be approved in line with the departmental approved Supply Chain Management Delegation of Authority)	=R (f) (f= e x 10%)
Sub-total	=R (g) (g = e + f)
Add: VAT (15%)	=R (h) (h= g x 15%)
TOTAL FINANCIAL OFFER FOR PROFESSIONAL SERVICES INCLUDING ASSOCIATED COSTS	=R (i) (i = g + h)

NOTE:

1. The Pricing Schedule (SBD3.3) must be fully completed, **failure to which will render the tender non-responsive.**
2. The department will enter into an SLA with the successful service provider for every project budgeted under the design and project management item on the pricing schedule.
3. The additional services item will be utilized by means of a three-quotation system for services not listed in the document.
4. Remuneration for value-based appointments will be calculated as determined in C2.1.2 (i.e. the percentage of the normal fee tendered multiplied by the value fee scale vis-à-vis the actual cost of construction). The percentage of the normal fee shall apply to each stage for services provided in stages. In terms of C2.1.2.4, time spent on travelling, as well as any other travel related expenses (such as travelling costs and subsistence allowances) will not be remunerated.

5. A cost of construction of **R737 812 244 (excl. VAT)** Preliminaries and General, contingencies have been used in the estimation of normal fees. The successful service provider must ensure that the construction budget for this project does not exceed the available budget of **R737 812 244 (excl. VAT)** without acceptable motivation and approval by the Employer. The actual cost of the works shall be calculated by the contractor as well as the cost breakdown of the portions of the works that represent reinforced concrete and structural steel. The revised fees shall be calculated based on these costs. The percentage discount allowed in the tender shall however remain fixed. All revised project costs shall be approved by the Employer to ensure that the available budget is not exceeded.
6. **A construction duration of 32 months** has been used for tender purposes. The actual period of construction will be calculated by the successful Service Provider and approved by the Department after the completion of project scoping and design. The tendered rates will however remain fixed irrespective of the final construction period.

The following gazettes were used in calculating the fees:

- Architects - Framework for the Professional Fees Guideline published by the Council in Board Notice 66 OF 2020. The guideline professional fees indicated in table 1, 2, 3 and 4 below must be read in the context of the Framework Guideline Professional Fees. The guidelines professionals' fees repeal Board Notice 121 & 122 of 2015. Guidelines professional fees describe the two methods of fee calculation: project cost based, and time based. Both methods use the definitions of complexity of the project type derived from the SACAP Identification of Work (IDOW) as set out below:

Low complexity projects

- Quantity Surveying - The 2015 Guideline Tariff of Professional fees was published as Board Notice 170 of 2015 in Government Gazette No 39134 of 28 August 2015
- Engineering services - 2016 NDPW - Scope of Engineering Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000, (Act No.46 of 2000)
- Landscaping Architect - BOARD NOTICE 47 OF 2013: South African Council for Landscaping Architectural Profession, Landscaping Architectural Profession Act, 2000 (Act 45 of 2000)
- Project Management - BOARD NOTICE 168 OF 2019: South African Council for the Project and Construction Management Professions, persons registered in terms of the Project and Construction Management Professions (Act no 48 of 2000)

ENQUIRIES

ENQUIRIES – TECHNICAL RELATED:

Mr H Khatib
Rural Development
Tel: 021 409 0300
Cell: 082 827 6003
Email: Husain.Khatib@dalrrd.gov.za

OR

Mr D Ludidi
Rural Development
Tel: 021 409 0300
Cell: 082 733 1247
Email: Dumisa.Ludidi@dalrrd.gov.za

FOR BID RELATED ENQUIRIES CONTACT:

Mr GI Sekwale/ Ms R Goolam/ Ms K Seatlholo
Tel: 012 312 9876/8369/ 9734
E-mail: Gobusamang.sekwale@dalrrd.gov.za; or
Rashida.goolam@dalrrd.gov.za/ Kehilwe.Seatlholo@dalrrd.gov.za

COMPULSORY BRIEFING SESSION WILL BE HELD AS FOLLOWS:

DATE: FRIDAY, 04 JUNE 2021

TIME: 11:00

**VENUE: Corner of Constitution Street and Vogelgezang Street, District Six
CAPE TOWN**

Co-ordinates: -33.93322; 18.434905 (-33° 93'32.2"; 18° 43'49.05")

