



agriculture, land reform & rural development

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

Chief Directorate: Provincial Shared Service Centre: Western Cape; Directorate: Finance and SCM Services; Sub-Directorate: Demand and Acquisition Management. 14 Long Street, Cape Town, Private Bag X 9159, Cape Town, 8000

TENDER DOCUMENT

INVITATION TO TENDER FOR PROFESSIONAL SERVICES:

THE PROVISION OF PROFESSIONAL SERVICES IN CONSORTIUM/ MULTI-DISCIPLINARY FOR ENGINEERING PROJECTS, LOCATED IN THE WESTERN CAPE FOR A PERIOD OF THREE YEARS

PROFESSIONAL SERVICES IN CONSORTIUM / MULTI-DISCIPLINARY CONSISTING OF:

1. CONSTRUCTION PROJECT MANAGEMENT SERVICES
2. STRUCTURAL ENGINEERING SERVICES
3. CIVIL ENGINEERING SERVICES
4. ARCHITECTURAL SERVICES
5. QUANTITY SURVEYING SERVICES

TENDER NO: SSC WC 22 (2021/2022) DALRRD

Name of tenderer:

ISSUED BY: (A) DIRECTOR: FINANCE AND SUPPLY CHAIN MANAGEMENT

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

CONSORTIUM

MULTI DISCIPLINARY

TENDER NO: SSC WC 22 (2021/2022) DALRRD

CLOSING DATE: 26 NOVEMBER 2021 AT 11H00 AM

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

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

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

The Bid documents **must** be deposited in the box which is identified as the bid box of the

**Department of Agriculture, Land Reform and Rural Development in
Ground Floor (Next to the Security Area)
14 LONG STREET
CAPE TOWN
8000**

It is the prospective bidder's responsibility to ensure that the bid document reaches the departmental tender box before the closing date and time. courier deliveries must be given instructions to drop proposals inside the bid box as no waybills will be signed by any officials.

THE BID BOX OF THE OFFICE OF THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT IS OPEN MON-FRI, 08H00-16H00. THE BID BOX WILL BE CLOSED AT 26 NOVEMBER 2021 AT 11H00 WHICH IS THE CLOSING TIME OF BIDS.

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

SUBMIT EACH BID IN A SEPARATE SEALED ENVELOPE

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- A Key Persons and their jobs / functions in relation to the Services (to be completed by Service Provider) and Company Experience Resource Information Sheets
- B Sub-consultants / contractors Details

T1: TENDERING PROCEDURES

T1.1 Notice and Invitation to Tender

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

T1.1.2 The Government of the Republic of South Africa in its Department of Agriculture, Land Reform and Rural Development (DALRRD) invites tenders for the provision of **PROFESSIONAL SERVICES IN CONSORTIUM / MULTI DISCIPLINARY** consisting of:

1. **CONSTRUCTION PROJECT MANAGEMENT SERVICES**
2. **STRUCTURAL ENGINEERING SERVICES**
3. **CIVIL ENGINEERING SERVICES**
4. **ARCHITECTURAL SERVICES**
5. **QUANTITY SURVEYING SERVICES**

and as further fully described in C3 Scope of Services hereof.

T1.1.3 Bid document will be available upon request through email from lincoln.mathebula@dalrrd.gov.za and published on the Departmental website under current tenders as well as the e-tender portal.

Contact SCM:

Lincoln Mathebula

Demand and Acquisition Management Services

14 Long Street | Cape Town

PSSC: Western Cape | Department of Agriculture, Land Reform and Rural Development

[Tell: +27 021 409 0523](tel:+270214090523)

**DOCUMENTS CAN BE OBTAINED ON THE DEPARTMENTAL WEBSITE ELECTRONICALLY
ISSUED BID DOCUMENTS ARE FREE OF CHARGE.**

<https://www.dalrrd.gov.za/Tenders>

and

<https://www.drdlr.gov.za/sites/Internet/tenders/Pages/Tenders.aspx>

T1.1.6 Queries relating to these documents may be addressed to the Employer’s authorised and designated representative who is the Director: Rural Development: **Mr J Freysen**

Project Manager:

Contact Person: Mac Nodliwa

Tel no: 021 409 0300/0367

E-mail address: ntsikelelo.nodliwa@dalrrd.gov.za

Technical Assistance:

Contact Person: Samantha Moodley

Tel no: 021 409 0385

E-mail address: Samantha.moodley@dalrrd.gov.za

Physical/Postal address: 14 Long Street
CAPE TOWN
8000

T1.1.7 Due to the Covid 19 pandemic, we opt to have the **COMPULSORY** briefing session virtually via **Microsoft teams**. Suppliers are urged to install the web version of Microsoft teams in order to participate in the briefing. Suppliers who wish to attend briefing sessions should join through the link provided below on the **16th November 2021**.

Date of Briefing Session: 16th November 2021
Starting time: 11h00
Please find the link to join the compulsory clarification meeting on Microsoft Teams.
[Click here to join the meeting](#)

Lincoln Mathebula
 Demand and Acquisition Management Services
 14 Long Street | Cape Town
 PSSC: Western Cape | Department of Agriculture, Land Reform and Rural Development
[Tell: +27 021 409 0523](tel:+270214090523)

T1.1.8 The closing date and time for receipt of tenders is **– 26 November 2021 at 11H00.**
Telephonic, facsimile, electronic and late tenders will not be accepted.

T1.1.9 Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in T1.2 Tender Data.

T1.2 Tender Data

T1.2.1 Standard Conditions of Tender
 The conditions of tender are the **Standard Conditions of Tender (July 2015)** as contained in **Annex F** of the **Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement**.

The Standard Conditions of Tender is included in this tender document. Tenderers can also obtain it on the CIDB's Website at:
http://www.cidb.org.za/procurement/procurement_toolbox/cidb_pub/default.aspx

Clause number	
	<p>The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement as Board Notice 136 Government Gazette No 38960 of 10 July 2015 as amended Board Notice 62 of 2004 in Government Gazette No 26427 of 9 June 2004 as amended in Board Notice 67 of 2005 in Government Gazette No 27831 of 22 July 2005, Board Notice 99 of 2005 in Government Gazette No 28127 of 14 October 2005 and Board Notice 92 of 2006 in Government Gazette No 29138 of 18 August 2006, Board Notice 9 of 2008 in Government Gazette No 30692, of 1 February 2008, Board Notice 11 of 2009 in Government Gazette No 31823, of 30 January 2009 and Board Notice 86 of 2010 in Government Gazette No 33239 of 28 May 2010 (see www.cidb.org.za).</p> <p>The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.</p> <p>Each item of data given below is cross-referenced to the clauses marked "F" in the Standard Conditions of Tender to which it mainly applies.</p> <p>By submitting a tender in response to T1.1 Notice and Invitation to Tender above, the tenderer binds himself to a <i>pactum de contrahendo</i> (contract aimed at conclusion of another contract), the terms of which are contained in the Standard Conditions of Tender and T1.2 Tender Data.</p>
F.1.1	The Employer is the Government of the Republic of South Africa in its Department of Agriculture, Land Reform and Rural Development (DALRRD)

F.1.1.4	The Employer, the Department of Agriculture, Land Reform and Rural Development (DALRRD), reserves the right to procure other professional engineering services, outside this contract when deemed necessary. The tenderers are to note that the successful bidder will not be the sole service provider for professional engineering services within the duration of the contract.
F.1.2	<p>For this Contract the single volume approach is adopted.</p> <p>This procurement document has been formatted and compiled under the headings for a single volume approach as contained in table 6 of the CIDB’s “Standard for Uniformity in Construction Procurement.”</p> <p>The tendering Service Provider’s attention is specifically drawn to the T2 Returnable Documents identified in the T2.1 List of Returnable Documents and in the T2.2 Returnable Schedules. The Returnable Documents must be obtained and the Returnable Schedules must be completed by a tenderer when submitting a tender. The tenderer must complete these documents, including the “Offer” document in C1.1 Form of Offer and Acceptance, and deliver his tender back to the Employer. This document must be returned to the Employer, completed in all respects, together with any additional supporting documentation required, in terms of submitting a tender offer.</p> <p>The tender document, issued by the Employer, comprises the following separate identifiable documents collectively forming the “Tender Document in a single volume”:</p> <p><u>The Tender</u> T1: Tendering Procedures T1.1 Notice and Invitation to Tender T1.2 Tender Data</p> <p>T2: Returnable Documents T2.1 List of Returnable Documents T2.2 Returnable Schedules</p> <p><u>The Contract</u> C1: Agreement and Contract Data C1.1 Form of Offer and Acceptance C1.2 Contract Data</p> <p>C2: Pricing Data C2.1 Pricing Instructions C2.2 Activity Schedule</p> <p>C3: Scope of Services</p> <p>C4: Site Information</p>
F.1.3.2	<i>Omit this clause</i>
F.1.3.3(g)	<p><i>Add the following new clause: F.1.3.3(g)</i></p> <p>The Tender documents have been drafted in English. The contract arising from the invitation of tender shall be interpreted and construed in English.”</p>
F.1.4	The Employer’s agent for the purpose of this tender is deemed to be the authorised and designated representative of the Employer, who will be the Departmental Project Manager as noted in T1.1.6 Notice and Invitation to Tender.
F.1.6.2	<p><i>Add the following to F.1.6.2</i></p> <p>A competitive negotiation procedure will not be followed.</p>
F.1.6.3	<p><i>Add the following to F.1.6.3</i></p> <p>A two-stage system will not be followed.</p>

F.2.1	<p><u>Tenders will only be considered for acceptance if (i.e. will only be regarded as responsive if):</u></p> <p>1 MANDATORY REQUIREMENTS</p> <p>Any bid submission that fails to comply with any of the mandatory requirements listed under this paragraph will automatically be disqualified.</p> <p>1.1 <u>Letter of Authority:</u> Attach a resolution letter authorizing a particular person to sign the bid documents. Failure to submit such documentation will automatically disqualify the bid.</p> <p>1.1.1 In the case of a ONE-PERSON CONCERN submitting a bid, this shall be clearly stated on the company letter head.</p> <p>1.1.2 In case of a COMPANY submitting a bid, 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.</p> <p>1.1.3 In the case of a CLOSED CORPORATION submitting a bid, 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.</p> <p>1.1.4 In the case of a PARTNERSHIP submitting a bid, all the partners shall sign the documents, unless one partner or a group of partners has been authorised to sign on behalf of each partner, in which case proof of such an authorization shall be included in the Tender.</p> <p>1.1.5 In the case of a JOINT VENTURE submitting a tender, must 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.</p> <p>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 1.1 above and information/documentation in respect of such persons must be provided.</p> <p>The information, required in respect of 1.1 above, has been provided for all Service Providers tendering in consortium / joint venture / sub-consultant/contractor agreement.</p> <p>1.2 <u>Compliance with all Tax Clearance requirements:</u> Attach a Valid Tax Clearance Certificate or provide a Compliance Tax Status Pin on the space provided on the SBD 1 form.</p> <p>1.3 <u>CSD:</u> Bidder must be registered on the National Treasury <u>Central Supplier Database</u> and attach a report as proof or provide registration number (MAAA) on the space provided on SBD 1.</p>
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1.4 **Sub consulting and Consortium Requirements:**

1.4.1 If bidder sub-contracts, each sub-contractor must be registered on the National Treasury Central Supplier Database and must provide a CSD report as proof thereof **or provide registration number (MAAA)**. The sub-contractors details must be clearly stipulated in the Table B.1 in Appendix B.

1.4.2 Where consortium / joint ventures/ sub- consultant/contractor are involved, each party to the association must submit separate Tax Clearance requirements and attach a report as proof or write the CSD (Central Supplier Database) supplier number or registration number.

1.4.3 Where the bidder forms a consortium or joint venture or is sub-contracting written proof of the contract must be attached.

1.5 **Professional Indemnity:** Confirmation of the required **R 3 000 000.00** (Three Million Rands) of professional indemnity insurance specified in terms of Contract Data clause 5.4.1 (C1.2.3 Data provided by the Service Provider) **A letter of intent will not be accepted**. A combined Professional indemnity (PI) for Consortium must be submitted for required amount of **R 3 000 000.00**.

2 TECHNICAL MANDATORY REQUIREMENTS

Any bid submission that fails to comply with any of the mandatory requirements listed under this paragraph will automatically be disqualified.

Team composition: The service provider team must consist of the following practitioners

- a. Project and Construction Management Act, 2000 (Act No 48 of 2000)
- b. Engineering Profession Act, 2000 (Act no 46 of 2000) (Civil, Structural, Mechanical, Electrical and Agricultural)
- c. Quantity Surveying Profession Act, 2000 (Act no 49 of 2000)

Certified copies of certificates or other documentation clearly proving current professional registration (in good standing) with the relevant council, including registration numbers, of all the registered principals mentioned below **must not be older than six (6) months.** These documents are to be included with the tender as part of the returnable documentation.

NB: - Should the team not have all the required practitioners specified below, their bid will be disqualified.

- For the multidisciplinary at least one of the owners must be a Registered Professional/s of that specific profession (Proof must be provided. e.g. CIPRO certificate)
- And the consortium must be made up of companies which is owned by Registered Professional/s of that specific profession (Proof must be provided. e.g. CIPRO certificate)

The tendering Service Provider in Consortium is made up of professional practices each of the

professional service as listed in T1.1.2 in the tender document and which is owned by registered professional/s of that specific profession. **Valid documentation must be provided as proof.** The employer has the right to verify the validity of the status (active status) of the professionals.

Please complete the Table below outlining the various personnel for each discipline in accordance with the registered council as listed below and attach the required documents to fulfil this requirement. Refer to Appendix A to add the detailed information for required professionals.

1. Registered Construction and Project Manager under the Construction and Project Management Profession Act, 2000 (Act no 48 of 2000) – Valid certificate to be provided and
2. Professionally registered Engineer under the Engineering Profession Act, 2000 (Act no 46 of 2000), (Civil Engineer).
 - 2.1 Certificates of Valid professional registration and
 - 2.2 Civil Engineering Qualification Certificate to be supplied.
(CV to be attached to confirm the Civil engineers experience)
3. Professionally registered Engineer under the Engineering Profession Act, 2000 (Act no 46 of 2000), (Structural Engineer)
 - 3.1 Certificates of Valid professional registration and
 - 3.2 Structural Engineering Qualification Certificate to be supplied and
(CV to be attached to confirm the Structural engineers experience)
4. Professionally registered Architect under the Architectural Professions Act, 2000 (Act no 44 of 2000), Valid certificate to be provided, and
5. Registered Quantity Surveyor under the Quantity Surveying Profession Act, 2000 (Act no 49 of 2000). Valid certificate to be provided.

and who will hereafter be referred to as registered principals. Whichever one is applicable and who will hereafter be referred to as registered principles of the practices:

		Professional Registration Details			Qualification Details	
Professional Service	Name and Surname	Professional Registration(s) Type	Professional Registration Number(s):	Proof attached	Qualification Type	Proof attached
Construction Project Manager				<input type="checkbox"/>		
Structural Engineer				<input type="checkbox"/>		<input type="checkbox"/>
Civil Engineer				<input type="checkbox"/>		<input type="checkbox"/>
Architect				<input type="checkbox"/>		
Quantity Surveyor				<input type="checkbox"/>		

or

A multidisciplinary professional practice or practices made up of professional practices each of the professional service as listed in T1.1.2 in the tender document and which is owned by registered professional/s of that specific profession. Valid documentation must be provided as proof:

Please complete the Table below outlining the various personnel for each discipline in accordance with the registered council as listed below and attach the required documents to fulfil this requirement. Refer to Appendix A to add the detailed information for required professionals.

1. Registered Construction and Project Manager under the Construction and Project Management Profession Act, 2000 (Act no 48 of 2000) – Valid certificate to be provided and
2. Professionally registered Engineer under the Engineering Profession Act, 2000 (Act no 46 of 2000), (Civil Engineer).
 - 2.1 Certificates of Valid professional registration and
 - 2.1 Civil Engineering Qualification Certificate to be supplied.
(CV to be attached to confirm the Civil engineers experience)
- 3 Professionally registered Engineer under the Engineering Profession Act, 2000 (Act no 46 of 2000), (Structural Engineer)
 - 3.1 Certificates of Valid professional registration and
 - 3.2 Structural Engineering Qualification Certificate to be supplied and
(CV to be attached to confirm the Structural engineers experience)

- 4 Professionally registered Architect under the Architectural Professions Act, 2000 (Act no 44 of 2000), Valid certificate to be provided, and
- 5 Registered Quantity Surveyor under the Quantity Surveying Profession Act, 2000 (Act no 49 of 2000). Valid certificate to be provided.

and who will hereafter be referred to as registered principals. Whichever one is applicable and who will hereafter be referred to as registered principles of the practices:
and who will hereafter be referred to as registered principals.

		Professional Registration Details			Qualification Details	
Professional Service	Name and Surname	Professional Registration(s) Type	Professional Registration Number(s):	Proof attached	Qualification Type	Proof attached
Construction Project Manager				<input type="checkbox"/>		
Structural Engineer				<input type="checkbox"/>		<input type="checkbox"/>
Civil Engineer				<input type="checkbox"/>		<input type="checkbox"/>
Architect				<input type="checkbox"/>		
Quantity Surveyor				<input type="checkbox"/>		

A professional practice has the key professionals (personnel) in its **permanent employment** at the close of tender. Alternatively, a **signed undertaking** from a specialist professional firm/consultant having the required professionals (personnel), stating that they will undertake the necessary work on behalf of the tenderer in terms of a **sub-consultant agreement**, will be acceptable. Such undertaking must be attached to C1.2.3, clause 7.1.2 Key Persons.

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

All Returnable Documents mentioned in T2: Returnable Documents (T2.1 List of Returnable Documents and T2.2 Returnable Schedules) have been included in the tender;

F.2.7	<p>A COMPULSORY tender clarification meeting will be held in respect of this tender.</p> <p>Due to the COVID-19 Pandemic, we opt to have the Compulsory briefing session virtually via Microsoft Teams (MS Teams). Suppliers/Tenderers are urged to install the web version of Microsoft Teams (MS Teams) in order to participate in the briefing session.</p> <p>Please find the link to join the compulsory clarification meeting on Microsoft Teams. Click here to join the meeting</p> <p>Date of Clarification meeting: 16 November 2021 Starting time: 11h00 AM Contact Details:</p> <p style="padding-left: 40px;">Lincoln Mathebula Demand and Acquisition Management Services 14 Long Street Cape Town PSSC: Western Cape Department of Agriculture, Land Reform and Rural Development Tell: +27 021 409 0523</p>
F.2.9	<p><i>Add the following to the clause:</i></p> <p>“Accept that the submission of a Tender shall be construed as an acknowledgment by the Tenderer that he/she will provide his/her own insurance for this contract.”</p>
F.2.11	<p><i>Add the following to the clause:</i></p> <p>“In the event of mistakes having been made on the price schedule it shall be crossed out in ink and be accompanied by an initial at each and every price alteration.</p> <p>Corrections in terms of price must not be made by means of a correction fluid such as “Tipp-Ex” or similar product.</p> <p>If correction fluid has been used on any specific item price, such item will not be considered. No correction fluid may be used in Activity Schedule where prices are calculated to arrive at a total amount. If correction fluid has been used the Tender as a whole will not be considered.</p> <p>The Department will reject the bid if corrections are not made in accordance with the above.</p> <p>Tampering with or taking the documents apart is strictly prohibited, this will lead to the tender being considered as non-responsive. All documentation must be stapled into the tender document or attached in a separate file.</p>
F.2.13.3	Each tender offer communicated on paper shall be submitted as an original.
F.2.13.4	Delete the last sentence of the paragraph: “Signatories for ... of the tender offer.”
F.2.13.5	<p>The Employer’s address for delivery of tender offers is:</p> <p>Department of Agriculture Land Reform and Rural Development 14 Long Street Cape Town 8000</p> <p>For Att.: Director Finance and Supply Chain Management</p> <p>In addition, the following identification details must be provided on the <u>back</u> of the envelope: Tenderer’s name, contact address and telephone number and in the top left corner on the back of the envelope: "Tender no. " (and fill in the tender number as on the front page hereof) "Tender for Professional Services and the project description". (THE PROVISION OF PROFESSIONAL SERVICES IN CONSORTIUM/ MULTI-DISCIPLINARY FOR ENGINEERING PROJECTS, LOCATED IN THE WESTERN CAPE FOR A PERIOD OF THREE YEARS)</p>

F.2.13.6	A two-envelope procedure will not be followed.
F.2.15	The closing time for submission of tenders is as advertised on the Departmental websites and the National Treasury e-Tender portal.
F.2.16	The tender validity period is 90 Days. If the tender expires on a Saturday, Sunday or public holiday the tender shall remain valid open for acceptance until the closure of business on the following working day.
F.2.19	The tenderer shall provide access for inspections to his offices as may be required by the Employer.
F.2.22	Not a requirement.
F.2.23	The tenderer is required to submit with his tender all documents listed in T2 Returnable Documents, T2.1 and T2.2.
F.2.24	<p><i>Add the following new clause:</i></p> <p>“In order to qualify for preference points, it is the responsibility of the Tenderer to submit the relevant certificate (either an original valid B-BBEE status level verification certificate in terms of the Construction Sector Charter on Black Economic Empowerment or an Exempted Micro Enterprise certificate, or certified copies thereof) in terms of the Preferential Procurement Regulations, 2011.</p> <p>Consortiums/Joint Ventures will qualify for preference points, provided that the entity submits the relevant consolidated certificate/scorecard in terms of the Preferential Procurement Regulations, 2011. Note that, in the case of unincorporated entities, a verified scorecard must be submitted with the tender.</p>
F.3.2	<p><i>Add the following to the clause:</i></p> <p>Notwithstanding any requests for confirmation of receipt of Addenda issued, the tenderer shall be deemed to have received such addenda if the employer can show proof of transmission thereof (or a notice in respect thereof) via electronic mail, facsimile or registered post.</p>
F.3.4	<p>The time and location for opening tender offers are:</p> <p>Time: 11H00 (tenders will be opened immediately or as soon as possible after the closing time as advertised the Departmental websites and the National Treasury e-Tender portal) Tenders that are received after the closing time will be returned to the bidders unopened.</p> <p>Location: 14 Long Street CAPE TOWN 8000</p>
F.3.5	A two-envelope procedure will not be followed.
F.3.11.1	The procedure for the evaluation of responsive tenders is Method 2 .
F.3.11.2	Not applicable.
F.3.11.3 and F.3.11.7	<p>Scoring financial offers:</p> <p>The formula to determine points for price is:</p> $W_c = W_3 \left[1 - \left(\frac{P - P_m}{P_m} \right) \right]$ <p>where</p> <p>W_c = the number of tender evaluation points awarded for the financial offer</p> <p>W_3 = the number of tender evaluation points for financial offer and equals:</p> <ol style="list-style-type: none"> 1) 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R 1 000 000; or 2) 80 where the financial value inclusive of VAT of one or more responsive tender offers equals or is less than R 1 000 000 <p>P_m = the lowest acceptable tender offer;</p> <p>P = the tender offer under consideration.</p>

F.3.11.3 (continued)	<p>Scoring for preferences:</p> <p>Up to 100 minus W_3 tender evaluation points will be awarded to the tenderer who submits a valid original or certified copy of its B-BBEE Status Level Verification Certificate which is in compliance with the requirements of instructions and guidelines issued by the National Treasury and is in accordance with notices published by the Department of Trade and Industry in the Government Gazette.</p> <p>Only a B-BBEE Status Level Verification Certificate issued by a registered auditor, accounting officer as contemplated in S60 (4) of the Close Corporation Act, 60 of 1984, or an accredited verification agent will be accepted.</p> <p>A consortium or joint venture will qualify for points for its B-BBEE status level only if such consortium or joint venture submits a consolidated B-BBEE status certificate that covers the consortium or joint venture as a combined unit as if it were a single enterprise. Tenderers anticipating tendering in consortium or joint venture must allow sufficient time for obtaining such status level verification.</p> <p>Preference points will be allocated according to the following *table:</p> <table border="1" data-bbox="360 748 1481 1173"> <thead> <tr> <th rowspan="2">B-BBEE Status Level of contributor</th> <th colspan="2">Number of preference points, where W_3 :</th> </tr> <tr> <th>= 90</th> <th>= 80</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>10</td> <td>20</td> </tr> <tr> <td>2</td> <td>9</td> <td>18</td> </tr> <tr> <td>3</td> <td>8</td> <td>16</td> </tr> <tr> <td>4</td> <td>5</td> <td>12</td> </tr> <tr> <td>5</td> <td>4</td> <td>8</td> </tr> <tr> <td>6</td> <td>3</td> <td>6</td> </tr> <tr> <td>7</td> <td>2</td> <td>4</td> </tr> <tr> <td>8</td> <td>1</td> <td>2</td> </tr> <tr> <td>Non-compliant contributor</td> <td>0</td> <td>0</td> </tr> </tbody> </table> <p>* PPPFA Regulations 2011 – Reg. 5(2) and Reg.6 (2).</p>	B-BBEE Status Level of contributor	Number of preference points, where W_3 :		= 90	= 80	1	10	20	2	9	18	3	8	16	4	5	12	5	4	8	6	3	6	7	2	4	8	1	2	Non-compliant contributor	0	0
B-BBEE Status Level of contributor	Number of preference points, where W_3 :																																
	= 90	= 80																															
1	10	20																															
2	9	18																															
3	8	16																															
4	5	12																															
5	4	8																															
6	3	6																															
7	2	4																															
8	1	2																															
Non-compliant contributor	0	0																															
F.3.11.3 (continued)	<p>Calculate total tender evaluation points: The point calculated for financial offer will be added to the point scored for preference for each individual tender offer according to the formula:</p> <p>Total tender evaluation points = W_c + preference points based on B-BEE status level of contributor.</p>																																
F.3.11.4 and F.3.11.5	Not applicable.																																
F.3.11.9	<p>This bid shall be evaluated in three stages:</p> <p>On the First stage bids will be evaluated on checking the mandatory requirements (including technical mandatory requirements) as stipulated in paragraph F.2.1.</p> <p>On the Second stage bids will be evaluated on functionality as stipulated below.</p> <p>On the Third stage bids will be in accordance with the 80/20 preference points system as stipulated above.</p> <p>SECOND STAGE EVALUATION ON PROPOSALS:</p> <p>Quality (functionality) will be scored on those proposals regarded as being responsive.</p> <p>The proposals will be evaluated individually on score sheets, by a representative evaluation panel, according to the evaluation criteria indicated below. All service providers who scored less than 70 out of 100 points for functionality will not be considered further.</p>																																

	<p><i>NB: Points scored for Quality (functionality) will not have an influence on the total tender evaluation points. Points for this bid shall be awarded based on PRICE and B-BBEE STATUS LEVEL OF CONTRIBUTION (METHOD 2)</i></p> <p>Functionality will be evaluated by Members of the Bid Evaluation Committee in accordance with the functionality criteria and values illustrated below.</p> <p>NB: <u>Evidence:</u></p> <p>KEY PERSONNEL: information to be submitted as per the Table below. Service Providers are <u>requested to attach required comprehensive CV's</u> with the relevant information completed as stipulated in the Tables provided in Appendix A with the necessary information in order to be awarded points.</p> <p>COMPANY EXPERIENCE: Testimonials and Full project information with contactable references as stipulated in the Table below or complete Appendix A with the necessary information in order to be awarded points.</p> <p>Failure to submit evidence will result in the Service Provider to score 0.</p>
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WEIGHT	EVALUATION CRITERIA	Evaluation Criteria Schedule					
		Scoring					
		0	1	2	3	4	5
KEY PERSONS - CV's to be submitted							
		Number of Years of Experience as a					
10	CONSTRUCTION PROJECT MANAGER	No information provided	The Project Manager has 1-2 years' experience as a registered professional	The Project Manager has 3-4 years' experience as a registered professional	The Project Manager has 5-6 years' experience as a registered professional	The Project Manager has 7-8 years' experience as a registered professional	The Project Manager has 9 or more years' experience as a registered professional
			(Evidence: Profession, Name of Person, Valid Professional Registration documents, Professional Registration number. Number of years of experienced as registered professional in specific position i.e. As a Construction Project Manager)				
		Number of Years of Experience as a					
10	CIVIL ENGINEER	No information provided	The Civil Engineer has 1-3 years' experience as a registered professional	The Civil Engineer has 4-6 years' experience as a registered professional	The Civil Engineer has 7-9 years' experience as a registered professional	The Civil Engineer has 10-12 years' experience as a registered professional	The Civil Engineer more than 12 years' experience as a registered professional
			(Evidence: Profession, Name of Person, Valid Professional Registration documents, Professional Registration number. Number of years of experienced as registered professional in specific position i.e. As a Professional Civil Engineer)				
		Number of Years of Experience as a					
10	STRUCTURAL ENGINEER	No information provided	The Structural Engineer has 1-3 years' experience as a registered professional	The Structural Engineer has 4-6 years' experience as a registered professional	The Structural Engineer has 7-9 years' experience as a registered professional	The Structural Engineer has 10-12 years' experience as a registered professional	The Structural Engineer has more than 12 years' experience as a registered professional
			(Evidence: Profession, Name of Person, Valid Professional Registration documents, Professional Registration number. Number of years of experienced as registered professional in specific position i.e. As a Professional Structural Engineer)				

WEIGHT	EVALUATION CRITERIA	Evaluation Criteria Schedule					
		Scoring					
		0	1	2	3	4	5
		Number of Years of Experience as a					
10	ARCHITECT	No information provided	The Architect has 1-3 years' experience as a registered professional	The Architect has 4-6 years' experience as a registered professional	The Architect has 7-9 years' experience as a registered professional	The Architect has 10-12 years' experience as a registered professional	The Architect has more than 12 years' experience as a registered professional
(Evidence: Profession, Name of Person, Valid Professional Registration documents, Professional Registration number. Number of years of experienced as registered professional in specific position i.e. As a Professional Architect)							
		Number of Years of Experience as a					
10	QUANTITY SURVEYOR	No information provided	The Quantity Surveyor has 1-3 years' experience as a registered professional	The Quantity Surveyor has 4-6 years' experience as a registered professional	The Quantity Surveyor has 7-9 years' experience as a registered professional	The Quantity Surveyor has 10-12 years' experience as a registered professional	The Quantity Surveyor has more than 12 years' experience as a registered professional
(Evidence: Profession, Name of Person, Valid Professional Registration documents, Professional Registration number. Number of years of experienced as registered professional in specific position i.e. As a Professional Quantity Surveyor)							
Company Experience							
15	BUILDING WORK	No information provided	1 Project	2 Projects	3 Projects	4 Projects	5 Projects
			Completed in the last 10 years. (Evidence: Testimonial Including: Name of Project, Value - Projects with a construction value of more than R 5 million will count, Nature, Duration, Reference Name and contact number)				
20	BUILDING WORK	No information provided	1 Project	2 Projects	3 Projects	4 Projects	5 Projects
			Completed in the last 10 years. (Evidence: Testimonial Including: Name of Project, Value - Projects with a construction value of more than R 5 million will count, Nature, Duration, Reference Name and contact number)				
15	STRUCTURAL WORK	No information provided	1 Project	2 Projects	3 Projects	4 Projects	5 Projects
			Completed in the last 10 years. (Evidence: Testimonial Including: Name of Project, Value - Projects with a construction value of more than R 5 million will count, Nature, Duration, Reference Name and contact number)				
100	TOTAL POINTS FOR EVALUATION CRITERIA						

	<p>The proposals 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 70 out of 100 points for functionality <u>will not be considered further</u>.</p> <p>All bidders that score less than seventy (70) out of the hundred (100) points functionality will not be considered further for the next stage evaluation (i.e. Method 2: PRICE AND B-BBEE STATUS LEVEL OF CONTRIBUTION.</p> <p><i>NB: Points scored for evaluation on stage 2 (as per above) will not have an influence on the total tender evaluation points.</i></p> <p><i>This bid shall be awarded based on PRICE and B-BBEE STATUS LEVEL OF CONTRIBUTION.</i></p>
F.3.17	The number of paper copies of the signed contract to be provided by the employer is <u>one</u> .
F.4.	Additional Conditions of Tender
F.4.1	<p>Tenderers are to note the requirements of the Occupational Health and Safety Act (No. 85 of 1993) and the Construction Regulations 2014 issued in terms of Section 43 of the Act. The tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith. Tenderers are to note that the Service Provider is required to ensure that all sub-consultants/sub-contractors or others engaged in the performance of this contract also comply with the above requirements.</p> <p>The Service Provider will be required to complete and submit to the Employer the Occupational Health and Safety Agreement (included in C1.3 of the Contract Document), within 14 days of the acceptance of this tender.</p>
F.4.2	<p>In the event of tendered rates or lump sums being declared by the Employer to be unacceptable to it because they are either excessively low or high or not in proper balance with other rates or lump sums, the Tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the Employer is still not satisfied with the tendered rates or lump sums objected to, it may request the Tenderer to amend these rates and lump sums along the lines indicated by it.</p> <p>The Tenderer will then have the option to alter and/or amend the rates and lump sums objected to and such other related amounts as are agreed on by the Employer, but this shall be done without altering the tender offer as tendered or, if applicable, the corrected total of prices in accordance with F.3.9.3.</p> <p>Should the Tenderer fail to amend his Tender in a manner acceptable to the Employer, the Employer may reject the Tender.</p>
F.4.4	<p>As this contract will run in several financial-year cycle, it is subject to Section 33 of the Public Finance Management Act (Act No. 29, 2000), and consequently the Employer must follow the required processes in terms of Section 33. These will run concurrently with the procurement process for this tender/contract.</p> <p>It may, however, be necessary for the tender validity period stated in F.2.16 to be extended, upon request, by tenderers, in order to allow sufficient time for the Section 33 process to run its course.</p>

T2: RETURNABLE DOCUMENTS

This tender document in its entirety, duly initialled on each page, all returnable documents, which must be attached to this tender document, and all returnable schedules must be returned when the tender is submitted

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

1. **Letter of Authority**

2. Submission of a **Tax Clearance Certificate** of the **Bidder is compulsory** including where **Consortiums or Joint Ventures and Sub-Consultants** are involved, each party must submit a separate Tax Clearance Certificate or Tax Status Pin. A Tax Clearance Certificate, in the name of the Consortium or the individual firms if it is a newly established consortium which has not done any business previously as a consortium. Failure to submitting the afore-said together with the proposal will result in the disqualification of the bidder's proposal.
3. Bidder must be registered on the National Treasury **Central Supplier Database** and attach a report as proof or provide registration number (MAAA) on the space provided on SBD 1. Each consultant and/or member of the consortium/joint venture must complete a separate SBD 1 form.
4. Confirmation of the required **R 3 000 000.00** of professional indemnity insurance specified in terms of Contract Data clause 5.4.1 (C1.2.3 Data provided by the Service Provider). [If confirmation/proof of professional indemnity insurance is not duly confirmed in C1.2.3 Data provided by the Service Provider, the risk to Employer will be regarded as unacceptable and render the tender unacceptable on grounds of not being to specification. The Employer retains the right to request documentary proof of such insurance as part of the tender evaluation process. **(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 3 000 000.00**.
5. Where **Sub-Consultants agreement** are in place, submit a signed undertaking from a specialist professional firm/ consultant having the required personnel, stating that they will undertake the necessary work on behalf of the tenderer in terms of a sub-consultant agreement. Such undertaking must be listed to C1.2.3, clause 7.1.2 Key Persons.
6. **Certified copies** of present registration (in good standing), with the registration numbers, of all the registered principals and professionals mentioned under T1.2 Tender Data, clause F.2.1, item 2, as well as in C1.2.3 Data provided by the Service Provider, clause 7.1.2 Key Persons, with the:
The South African Council for the Project and Construction Management Professions;
The Engineering Council of South Africa;
The South African Council for the Architectural Profession,
The South African Council for the Quantity Surveying Profession

The information, required in respect of 6 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 to confirm the members are in Good standing with the respective organisations.
7. Bidders are required to submit proof of valid B-BBEE Status Level of Contributor or a sworn affidavit in terms of the codes of good practice. Failure to submit the aforesaid certificate/s will result in the bidder **not being awarded any B-BBEE points**.
8. An exposition, with necessary annexures, in suitable format and in sufficient detail, providing all the information necessary for the evaluation panel to be able to evaluate the risk set out in T1.2 Tender Data, clause F.2.1.

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

1. Form of Offer and Acceptance (C1.1).
2. Data provided by the Service Provider (C1.2.3).

3. Invitation to Bid **SBD 1**
4. A Declaration of Interest and Tenderer's Past Supply Chain Management Practices, **PA-11.1- SBD 4** and form **PA-11.1 -SBD8-** is bound in hereafter.
5. 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).
6. A Certification of Independent Bid Determination, PA-29 (SBD 9) (form PA-29 is bound in hereafter).
7. Activity Schedule for Value Based Fees (C2.2.2) – only if remuneration is stipulated as “value based” in C2.1.1.1. – not applicable
8. **Activity Schedule for Time Based Fees (C2.2.3)** – only if remuneration is stipulated as “time based” in C2.1.1.1.
9. If applicable, a security clearance form for projects requiring a security clearance.
10. Preference Points Claim Form in Terms of the Preferential Regulations, 2011 (SBD 6.1):

SBD1

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:		CLOSING DATE:		CLOSING TIME:	
DESCRIPTION					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON		CONTACT PERSON			
TELEPHONE NUMBER		TELEPHONE NUMBER			
FACSIMILE NUMBER		FACSIMILE NUMBER			
E-MAIL ADDRESS		E-MAIL ADDRESS			
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.					

SBD1

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
<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, THE GENERAL CONDITIONS OF CONTRACT (GCC) 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>
2. TAX COMPLIANCE REQUIREMENTS
<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>

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)

DATE:

SBD 3.1

**PRICING SCHEDULE – FIRM PRICES
(PURCHASES)**

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder.....	Bid number.....
Closing Time 11:00	Closing date.....

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
----------	----------	-------------	---

-
- Required by:
 - At:
 -
 - Brand and model
 - Country of origin
 - Does the offer comply with the specification(s)? *YES/NO
 - If not to specification, indicate deviation(s)
 - Period required for delivery
 - *Delivery: Firm/not firm
 - Delivery basis

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

** "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

SBD 4

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, 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? **YES/NO**

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

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

2.11.1 If so, furnish particulars:
.....
.....
.....

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

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

PA-16.1-SBD 6.1 (PSB): PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011

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

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

1. GENERAL CONDITIONS

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

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

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

1.3 Preference points for this bid shall be awarded for:

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

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

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

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

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

2. DEFINITIONS

- 2.1 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 2.8 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **“EME”** means any enterprise with an annual total revenue of R5 million or less.
- 2.10 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **“non-firm prices”** means all prices other than “firm” prices;
- 2.13 **“person”** includes a juristic person;
- 2.14 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 **“sub-contract” means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;**
- 2.16 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.17 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

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

4. POINTS AWARDED FOR PRICE**4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS**

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

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

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

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

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

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20

2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

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

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

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

8 SUB-CONTRACTING

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

8.1.1 If yes, indicate:

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

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm :

9.2 VAT registration number :

9.3 Company registration number :

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

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

WITNESSES:

1.

2.

<p>..... SIGNATURE(S) OF BIDDER(S)</p>
--

DATE:

ADDRESS:

SBD 8**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:		

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

SBD 9

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.

SBD 9

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

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 Agriculture, Land Reform and Rural Development in respect of the following project:

(project description as per Tender Document)

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

- 2 *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

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

13			
14			
15			
16			
17			
18			
19			
20			

Note:

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

ENTERPRISE STAMP

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

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

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

Held at _____ (place)

on _____ (date)

RESOLVED that:

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

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

to the Department of Agriculture, Land Reform and Rural Development in respect of the following project:

(project description as per Tender Document)

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

- 1 *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

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

Physical address: _____

_____ (code)

Postal Address: _____

 _____ (code)

Telephone number: _____

Fax number: _____

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

The tendering enterprise hereby absolves the Department of Agriculture, Land Reform and Rural Development from any liability whatsoever that may arise as a result of this document being signed.

Note:

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

ENTERPRISE STAMP

PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

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

THE CONSORTIUM FURTHERMORE AGREES THAT THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT WILL NOT BE HELD LIABLE FOR ANY DISPUTES BETWEEN ANY MEMBERS OF THE CONSORTIUM

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 Agriculture, Land Reform and Rural Development in respect of the following project:

_____ *(project description as per Tender Document)*

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

B. Mr/Mrs/Ms:

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

and who will sign as follows: _____

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

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

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

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

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

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

Physical address: _____

_____ (code)

Postal Address: _____

_____ (code)

Telephone number _____

Fax number: _____

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

The tendering enterprise hereby absolves the Department of Agriculture, Land Reform and Rural Development from any liability whatsoever that may arise as a result of this document being signed.

Note:

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

C1: AGREEMENT AND CONTRACT DATA

C1.1 Form of Offer and Acceptance

Offer

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

PROFESSIONAL SERVICES

on the Project: THE PROVISION OF PROFESSIONAL SERVICES IN CONSORTIUM/ MULTI-DISCIPLINARY FOR ENGINEERING PROJECTS, LOCATED IN THE WESTERN CAPE FOR A PERIOD OF THREE YEARS

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

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

The offered price for Professional Services in consortium/multidisciplinary, inclusive of value added tax, is

R (in figures)

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

Rand (in words)

Where there is a discrepancy between the amounts in figures and the amount in words, the amount in figures shall govern.

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

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

Company or close corporation:
.....
.....
and: whose registration number is:
.....
and: whose income tax reference number is:
.....

OR

Natural person or partnership:
.....
.....
whose identity number(s) is/are:
.....
whose income tax reference number is/are:
.....

AND WHO IS (if applicable):

Trading under the name and style of:
--

AND WHO IS:

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

SIGNED FOR THE TENDERER:

Name of representative	Signature	Date

WITNESSED BY:

Name of witness	Signature	Date

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

.....

.....

Other contact details of the Tenderer are:

Telephone no: Cellular phone no:

Fax no:

Postal address:

Banker: Branch:

Acceptance

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

The terms of the Contract are contained in:

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

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

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

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

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

For the Employer:

Name of signatory	Signature	Date

Name of Organisation:	Department of Agriculture Rural Development and Land Reform
Address of organisation:	14 Long Street Cape Town 8000

Witnessed by:

Name of witness	Signature	Date

Schedule of Deviations

Notes:

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

1.1.1. Subject:
Detail:

1.1.2. Subject:
Detail:

1.1.3. Subject:
Detail:

1.1.4. Subject:
Detail:

1.1.5. Subject:
Detail:

1.1.6. Subject:
Detail:

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

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

C1.2 Contract Data

C1.2.1 Standard Professional Services Contract

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

The Standard Professional Service Contract can be obtained from the CIDB's Website at:
http://www.cidb.org.za/procurement/procurement_toolbox/cidb_pub/default.aspx

C1.2.2 Data provided by the Employer

Clause	
	<p>The General Conditions of Contract in the Standard Professional Services Contract (July 2009) make several references to the Contract Data for details that apply specifically to this tender. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.</p> <p>Each item of data given below is cross-referenced to the clause in the General Conditions of Contract to which it mainly applies.</p>
1	The Employer is the Government of the Republic of South Africa in its Department of Agriculture, Land Reform and Rural Development .
1	The Period of Performance is for a period of three years from the date of inception, subject to a project value remuneration method.
1	<p>The Project is: Professional services for: THE PROVISION OF PROFESSIONAL SERVICES IN CONSORTIUM/ MULTI-DISCIPLINARY FOR ENGINEERING PROJECTS, LOCATED IN THE WESTERN CAPE FOR A PERIOD OF THREE YEARS</p> <p>The services entail the provision of professional services for Construction Project Management, Civil and Structural Engineering, Architectural, Quantity Surveying as well as support service including but not limited to Agricultural Engineering and Landscaping architecture in the Western Cape.</p>
1	<p>The Service Provider is: The contracting party may be a consortium/ joint venture contracting as a formally constituted Joint Venture Partnership; in which all parties is jointly and severally liable. In terms of this definition, the words consortium and joint venture shall be regarded as synonymous.</p>
3.4 and 4.3.2	The authorised and designated representative of the Employer is the Director and/ or a representative delegated by him, details of who are as indicated in T1.1 Notice and Invitation to Tender under item T1.1.6.
3.4.1	Communication by e-mail is permitted.
3.5	<p>No portion of the work may be performed by a person employed by the State. No portion of the work may be sublet to any other person or persons without the prior written approval of the Employer.</p> <p>The location for the performance of the project will be in various municipal areas located within the Western Cape.</p>
3.6	<p>Omit the following: “... within two (2) years of completion of the Service ...”.</p>
3.9.3	<p><i>Add the following:</i> The time based fees used to determine charges to the Contract Price are stated in the Pricing Data.</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 3.15 hereof.</p> <p>A Penalty amount of R10 000 (Ten Thousand Rands) per day will be applicable per target date, per project to a maximum equal to R1 000 000 (One Million Rands) after which the contract may be terminated.</p>
3.15.1	<p><i>Add the following:</i></p> <p>The programme shall be submitted within 5 days of receipt of a Project Works Instruction from the employer. Notwithstanding the Employer's approval of a programme, the Service Provider shall endeavour to fast track the completion of the services.</p> <p>Guideline scope of services' provision shall be made in terms of ECSA Guideline for Services and Processes for Estimating Fees for Registered Persons 2015, inter <i>alia</i> for the following broad services within the Period of Performance in line with the instruction:</p> <ul style="list-style-type: none"> • Planning, Studies, Investigations and Assessments <ul style="list-style-type: none"> • Providing planning, studies, investigations and assessments services (as and when required/ instructed) as described in the Scope of Work in respect of: Appraise and report on the Employer's requirements with particular regard to site information, planning and statutory regulations and budget. Environmental (EIA), Heritage (HIA) and Traffic (TIA) Impact Assessments and authorisation on proposed site suitability for project (Environmental (EIA), Heritage (HIA) and Traffic (TIA) Impact Assessments and authorisation, if required, on additional sites are NOT to be allowed for in the programme) Geotechnical Studies, Rezoning of proposed site • Normal Services (up to Stage 4) <ul style="list-style-type: none"> • Providing multidisciplinary services (as and when required/ instructed) as described in the Scope of Work in respect of: <ul style="list-style-type: none"> Stage 1 – Inception Stage 2 – Concept and Viability (Preliminary Design) Stage 3 – Design Development (Detail Design) Stage 4 – Documentation and Procurement • Normal Services (Stages 5 and 6) <ul style="list-style-type: none"> • Providing multidisciplinary services (as and when required/ instructed) as described in the Scope of Work in respect of: <ul style="list-style-type: none"> Stage 5 – Contract Administration and Inspection Stage 6 – Close-Out
3.15	<p><u>For fees stipulated as "time based" in C2.1 Pricing Instructions, C2.1.1.1:</u></p> <p>Project Execution Plan (PEP):</p> <p>A PEP for the performance of the Service shall be submitted by the Service Provider, to the Departmental Project Manager, within a period of 5 days following the briefing meeting.</p> <p>In the event of the Employer not being satisfied with the submitted PEP, the Parties will negotiate in good faith towards a PEP that will be agreeable to both. Such an agreed-upon PEP will form the basis for the management of the appointment and remuneration purposes. Should circumstance change from the initial briefing, the Service Provider and the Employer will negotiate a revised PEP to satisfy such change(s). Should the Parties fail to reach agreement on the PEP or revised PEP, the matter will be dealt with in terms of clause 12.1.2 of the General Conditions of Contract. Should the mediation process fail, the Contract will be deemed to have been mutually terminated and any reasonable fees accrued at that stage settled by the Employer.</p>

3.16.2	<p>Where CPI_s = the index of StatsSA P0141 (Table B) for the month during which the tender closed.</p> <p>CPI_n = the index of StatsSA P0141 (Table B) for the month in which the anniversary of the tender date falls.</p> <p>The indices of StatsSA P0141 are available on the Website: http://www.statssa.gov.za/Publications/statsdownload.asp?PPN=P0141</p>
4.1.1	<p>Briefing meeting: The Departmental Provincial Director and/or Project Manager shall arrange a briefing meeting, compulsory for all appointed Service Providers, as soon as practicable after the appointment of the professional team as referred to in C3.5.1 Service Providers, or after the appointment of the core members of the professional team required to commence with the Services if not appointed at the same time, during which meeting the Departmental Project Manager, together with any supporting advisors, will verbally brief the professional team comprehensively regarding the requirements of the project and the Scope of Services and hand over, to the Service Providers, all documentation relevant to the execution of the Service.</p>
4.4	<p>Others providing Services on this Project are as listed in C3.5.1 Service Providers.</p>
5.4.1	<p>a) Minimum professional insurance cover of R 3 000 000 (Three 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.</p> <p>Evidence of insurance or confirmation (warranty) from a reputable Insurance Broker that the required insurances are in place shall be submitted before the Acceptance of Tender Offer. The client reserves the right to not complete the award if the insurance is not in place.</p> <p>The Service Provider shall ensure that any subcontractors engaged in construction activities shall, in addition to the Public Liability and COID Insurances as described above, also take out and maintain contractors all risks insurance to the value of the work being undertaken.</p>
5.5	<p>The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions:</p> <ol style="list-style-type: none"> 1. Travelling for which payment will be claimed, as defined in C2.1.7 Travelling and subsistence arrangements and tariffs of charges; 2. Deviate from the final programme as per the programme in clause 3.15 above; 3. Deviate from the programme (delayed or earlier); 4. Deviate from or change the Scope of Services; 5. Change Key Personnel on the Service. 6. Occupying any public land or facility for any purpose that will cause disruption and or inconvenience to the users of such land or facility.
5.5 (c)	<ol style="list-style-type: none"> 1. Exclusion of authority/powers The Service Provider's authority to act and/or to execute functions or duties is excluded in respect of the matters listed below. The Employer shall retain its powers and authority as stipulated in the applicable clauses of the contract data, which are relevant and applicable to the JBCC or GCC conditions of contract. <ol style="list-style-type: none"> 1.1 Appointment of nominated subcontractors; 1.2 Granting of extension of time and/or ruling on claims associated with claims for extension of time; 1.3 Acceleration of the rate of progress and determination of the cost for payment of such acceleration; 1.4 Rulings on claims and disputes; 1.5 Suspension of the works; 1.6 Final payment certificate; 1.7 Issuing of <i>mora</i> notices to the contractor; 1.8 Cancellation of the contract between the Employer and contractor.

	<p>Any claims, demands, notices, notifications, updated particulars and reports in writing, together with additional supporting documentation pertaining thereto, must be submitted by the contractor to the Service Provider, acting as principal agent, in respect of any of the matters listed in 1.1 to 1.8 above. This must be done within the time periods and in the format(s) as determined in the said/relevant conditions of contract. On receipt thereof, said Service Provider must study the documentation, obtain comments/advice/recommendations from the professional team members and submit a motivated recommendation to the Employer. This must be done timeously as to allow the Employer sufficient time to respond within the time periods and in the format(s) determined in said conditions of contract. The Employer's ruling will be copied to the Service Provider for information.</p> <p>2. Limitation of authority/powers The Service Provider's authority is limited in respect of the submission to the Employer of comments/recommendations/reports for prior endorsement/approval and further instructions. These pertain to any decision in respect of approval for/of:</p> <p>2.1 Institution of or opposing litigation; 2.2 Issuing of variation orders/contract instructions/orders in writing which increase the value of the works/contract value and/or change the design of intended use of the project; 2.3 Instructions to embark on day works; 2.4 Day works rates; 2.5 Material quotes relating to day works; 2.6 Adjustment of general items relating to day works; 2.7 Expenditure on prime cost items; 2.8 Issuing of practical completion, completion, works completion, final completion and/or final approval certificates.</p> <p>In respect of the matters listed in 2.1 to 2.8 above, the Service Provider must submit all necessary documentation in order to enable the Employer to formulate decisions and to obtain the Employer's formal endorsement/approval prior to acting and/or executing functions or duties in respect of the contract between the Employer and the contractor. This must be done timeously so as to allow the Employer sufficient time for decision-making in terms of the said conditions of contract.</p> <p>Failure to adhere to the above stipulation will cause the Service Provider to be liable in terms of the Contract between Service Provider and Employer for all such unintended costs and damages.</p>
8.1	<p>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 3.15 above (see C3 Scope of Services, C3.6 Brief).</p> <p>The contract commences on the Employers Acceptance of the contract; and issuing of the initial purchase order. The Service Provider is to start the performance of the Services within 14 days after the instruction has been given by the employer's representative for a project specific.</p>
8.4.1	<p><i>Add the following:</i> f) If, as a result of a budget adjustment process, it becomes necessary to reduce the funding allocation (projects) for the contract.</p>
8.4.3 (c)	<p>The period of suspension under clause 8.5 is not to exceed six (6) months.</p>
9.1	<p>Copyright of documents prepared for the Project shall be vested with the Employer.</p>
11.1	<p><i>Add the following:</i> A Service Provider may not subcontract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level of contributor than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.</p>

12.1.2	Interim settlement of disputes is to be by mediation.
12.2.1	In the event that the Parties fail to agree on a mediator, the mediator is to be nominated by the president of the Association of Arbitrators (Southern Africa).
12.2.4 / 12.3.4	Final settlement is by litigation.
13.1.3	All partners in a joint venture or consortium shall carry the same professional indemnity insurance as per clause 5.4.1 of the General Conditions of Contract.
13.4	Neither the Employer nor the Service Provider is liable for any loss or damage resulting from any occurrence unless a claim is formally made within 5 years from the date of termination or completion of the Contract.
13.5	The amount of compensation is unlimited.
13.6	The provisions of 13.6 do not apply to the Contract.
14.2	<i>Add the following:</i> Notwithstanding the above, should the Service Provider's tax clearance certificate expire during the contract period, the Employer shall be entitled to withhold payment without incurring any liability for interest, until a valid tax clearance certificate is submitted to the Employer.
14.4	In the first sentence, change "... period of twenty-four months after ..." to "... period of thirty six months after ...".
14.5	<i>Add the following new Clause after Clause 14.4:</i> <i>Clause 14.5: Tax Invoices</i> Section 20(1) of the Value Added Tax Act of 1991 (Act 89 of 1991) requires that a supplier (person supplying goods or services) who is registered as a VAT vendor issue to the recipient a tax invoice within 21 days of the date of a supply whether requested or not. The Service Provider shall provide a tax invoice (VAT invoice) which shall be included with each account delivered to the Employer in terms of Clause 14. Failure by the Service Provider to provide a tax invoice (VAT invoice) timeously may delay payment by the Employer and no interest shall accrue.
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).
	The Consortium/multidisciplinary must be certified as being compliant to the International Organization for Standardization's ISO 9001: 2008 quality management standard. Proof of certification of the tendering entity/ joint ventures should be submitted.

C1.2.3 Data provided by the Service Provider

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

<p>5.4.1</p>	<p><u>Indemnification of the Employer</u></p> <p>I, the undersigned, being duly authorized by the Service Provider, in terms of the completed resolution (PA-15.1 or PA-15.3)</p> <p>.....(Name of authorized person)</p> <p>hereby confirm that the Service Provider known as:</p> <p>.....(Legal name of entity tendering herein)</p> <p>tendering on the project:</p> <p>.....</p> <p>.....(Name of project as per C1.1 Form of offer and acceptance)</p> <p>holds professional indemnity insurance cover, from an approved insurer, duly registered with the Finance Services Board, of not less than R 3 000 000 (Three 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.</p> <p>I confirm that the Service Provider undertakes to keep the Employer indemnified, as indicated above, beyond the Final Completion Certificate/Final Certificate by the Employer (whichever is applicable) for a period of five (5) years after the issue of such applicable certificate.</p> <p>I confirm that the Service Provider renounces the benefit of the <i>exceptionis non causa debiti, non numeratae pecuniae</i> and <i>excussionis</i> or any other exceptions which may be legally raised against the enforceability of this indemnification.</p> <p>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.</p> <p>NAME:</p> <p>..</p> <p>CAPACITY:</p> <p>..</p> <p>SIGNATURE:</p> <p>..</p>
<p>7.1.2</p>	<p>As an extension of the definitions contained in clause 1 hereof, Key Persons must, for the purposes of this Contract, include one or more of the professionally registered principal(s) of the Service Provider, and/or, one or more professional(s) employed to render professional services,</p>

	<p>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.</p> <p>The Key Persons and their jobs / functions in relation to the Services are as per:</p> <ul style="list-style-type: none"> • The relevant sections as described in the Guideline for Services and Processes for Estimating Fees for Registered Persons in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000), Board Notice 138 of 2015 as gazetted in Government Gazette No. 39480, 4 December 2015. This document is referred to as the "Guidelines for Engineering Services (2015)" hereinafter. • The relevant sections as described in the Guideline Scope of Services and Tariff of Fees for Registered Persons in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000), Board Notice 138 of 2015 as gazetted in Government Gazette No. 39480, 4 December 2015. This document is referred to as the "Guidelines for Engineering Services (2015)" hereinafter. • The relevant sections as described in the 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), Board Notice 202 of 2011 as gazette in Government Gazette No. 34858, 23 December 2011. • The relevant sections as described in the Framework for the Professional Fees Guideline in respect of services provided by person(s) registered and of the Annual Update of section 34(2) of the Professional Fees Guideline issued in terms of the Architectural Profession Act, 2000 (Act No. 44 of 2000), Board Notices 121 and 122 of 2015 as gazetted in Government Gazette No. 38863, 12 June 2015. • The relevant sections as described in the Code of Practice and Fees Protocol – January 2011 and the Amended Landscape Architectural Work Stages – January 2011, published by the South African Council for the Landscape Architectural Profession (available on their website www.saclap.org.za), and the Annual update of the Guideline Professional Fees in terms of Section 34(2) of the Landscape Architectural Profession Act, 2000 (Act No. 45 of 2000), Board Notice 47 of 2013 as gazetted in Government Gazette No. 36307, 5 April 2013. • The relevant sections as described in the Quantity Surveying Profession Act, 2000 (Act no 49 of 2000), • The Standard Specifications for Civil Engineering Construction (SANS 1200). This document is available separately from the South African Bureau of Standards and Tenderers shall obtain their own copies. • The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations 2003 (Government Gazette No 37305 of 7 February 2014, Notice No. R. 84). This document is obtainable separately, and Tenderers shall obtain their own copies.
7.2	<p><u>CVs of Proposed Personnel MUST be attached. REFER TO APPENDIX A FOR COMPLETION OF INFORMATION</u></p>

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 Services will be paid on **Value Base**.

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

A percentage of the estimated fees (in the event of the basis for remuneration being indicated above as a “value based” fee) all as set out below.

C2.1.2 Remuneration for **Professional Services**

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

In the event of the basis for remuneration being a “value based” fee, the percentage of the normal fees tendered in “C1.1 Form of Offer and Acceptance”, 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 C2.1.6 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, Land Reform and Rural Development **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 is required to provide an address in Western Cape 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
.....
.....

.....

- 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 are to be signed by a principal of the Service Provider and submitted in original format, failing which the accounts will be returned. Copies, facsimiles, electronic and other versions of fee accounts will not be considered for payment.
- C2.1.2.7 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 and verified by the Employer. 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.
- C2.1.2.9 Accounts for Services rendered may be submitted on the successful completion of each stage of work. Interim accounts will only be considered during the construction stage of the works and then not more frequently than quarterly 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 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 .

The cost of all site Personnel, rendering standard services, will be deemed to be included in the applicable fees as stated in C2.1.1.1 above. Should the need for detailed inspections on site during work stage 5 be required, such requirement shall timeously be motivated in the prescribed format and the cost thereof timeously negotiated in advance with the departmental project manager. Failure to adhere hereto may invalidate any claim the Service Provider may have in respect of any Services rendered without such negotiation process, agreement reached and the terms thereof reduced to writing.

- 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".

C2.1.4 Time based fees

- C2.1.4.1 Fees for work done for a time based fee
Where time based fees are payable (if basis of remuneration has been set at "time basis" according to C2.1.1.1), the various rates per hour tendered for the various levels in C2.2.3 Activity Schedule for Time Based Fees (column (c) "Tenderer's rates for Time Based Fees") and the principles as laid down below will be used.
- C2.1.4.2 The various levels (referred to in C2.2.3 Activity Schedule for Time Based Fees) are the levels referred to in categories A to D below.

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

Category A: Expert professional registered

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

Category B: Principals

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

Category C: Registered professional architect

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

Category D: Other technical Personnel

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

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

C2.1.4.3 Work will be remunerated for at the level in which it falls as defined in C2.1.4.2 above, irrespective of whether the person who in fact executed the work functions at a higher level of responsibility and competence.

C2.1.4Q Time based fees

C2.1.4.1Q Fees for work done under a time based fee

Where time based fees are payable (if basis of remuneration has been set at "time basis" according to C2.1.1.1), the various rates per hour tendered for the various levels in C2.2.3 Activity Schedule for Time Based Fees (column (c) "Tenderer's rates for Time Based Fees") and the principles as laid down below will be used.

C2.1.4.2Q The various levels (referred to in C2.2.3 Activity Schedule for Time Based Fees) are the levels referred to in paragraphs A to D below.

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

Category A: Expert professional registered quantity surveyor

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

Category B: Principals

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

Category C: Registered professional quantity surveyor

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

Category D: Other technical Personnel

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

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

C2.1.4.3Q Work will be remunerated for at the level in which it falls as defined in C2.1.4.2 above, irrespective of whether the person who in fact executed the work functions at a higher level of responsibility and competence.

C2.1.3En Value based fees for Civil-, Electrical-, Mechanical and Structural Engineers.

C2.1.3.1En Fees for work done under a value basis fee

Where value based fees are payable (if basis of remuneration has been set at "value basis" according to C2.1.1.1), the Service Provider will be remunerated for Services rendered, subject to the provisions in C2.1.2 above and subject to the specific terms and conditions stated below and elsewhere in this document, in accordance with the **Guidelines for Services and Processes for Estimating Fees for Persons Registered (2015) in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000)** dated 4 December 2015 Government Gazette No. 39480. This document is referred to as the "Guidelines for Engineering Services (2015)" hereinafter.

and

Guidelines Scope of Services and Tariff of Fees for Persons Registered (2015) in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000) dated 4 December 2015 Government Gazette No. 39480. This document is referred to as the "Guidelines for Engineering Services (2015)" hereinafter. This tariff of fees will be payable for the full Period of Performance.

C2.1.3.2En Normal services

The fee for normal services shall be the tendered percentage based on the fee provided in the Guidelines for Engineering Services (2015), clause 3.2.

Where the Service Provider is required to perform a portion of the normal services only, the relevant portion of the fee shall be paid.

C2.1.3.3En Interim payments to the Service Provider

For the purposes of ascertaining the interim payments due, the **cost of the works**, which shall exclude any provisional allowances made to cover contingencies and escalation, shall be:

- the applicable portion of the net amount of the accepted tender, or
- if no tender is accepted, the net amount of the applicable portion of the lowest suitable tender, unless acceptable motivation can be provided to prove that such amount is unreasonable, or
- if the contract is awarded by negotiation the negotiated price, or
- if no tenders are invited or if no suitable tenders are received or if no negotiation is concluded, the estimate. The estimate shall be the one accepted by the Employer as

representing the value of the works, which for purposes of interim payments will be deemed to be 80% of the engineers estimate or if appointed, 80% of the quantity surveyors estimate.

- C2.1.3.4En Fees for documentation for work covered by a provisional sum
Where a provisional sum is included in the bills of quantities for work to be documented at a later stage, the documentation fee in respect of such work shall be remunerated at the time when the documentation has been completed. The fee shall relate to the type of documentation drawn up by the civil engineer in respect of each section of such work.
- C2.1.3.5En Time charges for work done under a value based fee
Where time charges are payable according to clause 4.2 of the Guidelines for Engineering Services (2015) C3.3 (if basis of remuneration has been set at "value based" according to C2.1.1.1), the principles as described in the Guidelines for Engineering Services (2015), clause 4.4, and the rates set out below, will be applicable.
- C2.1.3.5.1En Time charges are reimbursable at rates applicable at the time of the actual execution of the specific service. The "Rates for Reimbursable Expenses" as amended from time to time and referred to below, is obtainable on the Employer's Website: <http://www.publicworks.gov.za> under "Documents"; "Consultants Guidelines"; item 1.
- C2.1.3.5.2En The scale of fees on time charges, on which Value Added Tax is excluded, shall be at the following rates per hour, rounded off to the nearest rand: (see Table 8 of "Rates for Reimbursable Expenses" for the actual amounts calculated in accordance with to the principles laid down below):
- (i) for a person in category A and B: 18,75 cents for each R100,00 of the total annual remuneration package attached to the lowest notch of a level 13 salary range (Director) in the Public Service;
 - (ii) for a person in category C: 17,5 cents for each R100,00 of the total annual remuneration package attached to the lowest notch of a level 12 salary range (Deputy Director second leg.) in the Public Service;
 - (iii) for a person in category D: 16,5 cents for each R100,00 of his/her gross annual remuneration; provided that this hourly rate shall not exceed 16,5 cents for each R100,00 of the total annual remuneration package attached to the lowest notch of a level 11 salary range (Deputy Director first leg.) in the Public Service.
- Hourly rates calculated in terms of (i), (ii) and (iii) above shall be deemed to include overheads and charges in respect of time expended by clerical Personnel which shall, therefore, not be chargeable separately.
- C2.1.3.5.3En Unless otherwise specifically agreed in writing, remuneration for the time expended by principals in terms of C2.1.3.5.2 (i) above on a project shall be limited to 5 per cent of the total time expended for time charges in respect of the Project. Any time expended by principals in excess of the 5 per cent limit shall be remunerated at the rates determined in (ii) or (iii) above.
- C2.1.3.5.4En Notwithstanding the above, where work is of such a nature that Personnel as described in C2.1.3.5.2 (iii) above are capable of performing such work, it shall be remunerated at that level and not at the rates described in (i) and (ii) above, irrespective of who in fact executed the work.
- C2.1.3.5.5En Gross annual remuneration in C2.1.3.5.2 (iii) above shall mean basic salary and guaranteed annual bonus; fringe benefits not included in basic salary; income benefit, as determined from time to time by the South African Revenue Services for income tax purposes, for the private use of a motor vehicle by the employer; employer's contribution to pension/provident fund, medical aid and group life assurance premiums; Compensation Fund and Unemployment Fund contributions, Metropolitan Council levies and any other statutory contributions or levies; all other costs and benefits as per conditions of appointment but excluding any share of profit and payment for overtime.

C2.1.3.5.6En The salaries referred to in C2.1.3.5.2 (i) to (iii) above can change from time to time, which will, therefore, change the rates applicable. These rates will, however, only be adjusted on the first day of each calendar year irrespective of any changes in salary ranges during the relevant year. The rates applicable at the time of the execution of the work as set out in Table 8 of the "Rates for Reimbursable Expenses", as adjusted from time to time, may be claimed.

C2.1.3.6En Additional Services

C2.1.3.6.1En Additional Services pertaining to all Stages of the Project
Unless separately provided for hereunder and scheduled in the Activity Schedule, no separate payment shall be made for the additional services specified in C3.3.2.1. The cost of providing these services shall be deemed to be included in the value based fee tendered for normal services.

C2.1.3.6.2En Construction monitoring

The construction monitoring requirements are as specified in C3.3.2.2.

(a) If Level One, part time, monitoring has been specified then no separate payment shall be made for construction monitoring staff as specified in C3.3.2.2 (i)-(iii) or for the transport of the monitoring staff as specified in C3.3.2.2 (iv). The cost of providing construction monitoring staff and transport shall be deemed to be included in the value based fee tendered for normal services.

(b) If Level Two, full time, monitoring has been specified then provision shall be made in the Activity Schedule for the envisaged site staffing requirements as specified in C3.3.2.2 (i)-(iii). The unit of measure shall be the rate per calendar month (*pro rata* for part of a month). Payment shall only be applicable for the period actually established on site and shall in no instance be prior to the date of official handover of the Works to the Contractor or after the date of issue of the Certificate of Completion for the Works contract. The rates tendered for the relevant site staff shall include full compensation for all costs including, inter alia, the following:

- Salary
- Additional allowances
- Bonuses
- Leave and sick leave
- All company contributions such as provident fund, group life benefits, medical aid etc.
- Levies
- Office equipment as set out in C3.3.2.2 (iii)
- Relocation cost and accommodation
- Travelling
- Handling cost and profit.

Payment for personnel shall exclude any periods of leave or sick leave. Time sheets for staff shall be included in the monthly fee account submitted to the Employer for payment. Replacement of staff as a result of any extended period of leave or sick leave outside of the normal contractor's year end break shall be to the approval of the Employer.

No separate payment shall be made for the transport of the construction monitoring staff as specified in C3.3.2.2 (iv) and the cost of the transport shall be deemed to be included in the monthly rate tendered for the provision of the staff.

C2.1.3.6.3En Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)

No separate payment shall be made for the service specified in C3.3.2.3. The cost of providing this service shall be deemed to be included in the value based fee tendered for normal services. **N/A**

- C2.1.3.6.4En Quality Assurance System
No separate payment shall be made for the implementation of a quality management system as specified in C3.3.2.4. The cost of providing this service shall be deemed to be included in the value based fee tendered for normal services.
- C2.1.3.6.5En Lead Consulting Engineer
No separate payment shall be made for assuming the leadership of an Employer specified joint venture, consortium or team of consulting engineers as specified in C3.3.2.5. The cost of providing this service shall be deemed to be included in the value based fee tendered for normal services.
- C2.1.3.6.6En Principal Agent of the Client
No separate payment shall be made for assuming the role of principle agent of the Employer if specified in C3.3.2.6. The cost of providing this service shall be deemed to be included in the value based fee tendered for normal services.
- C2.1.3.6.7En Environmental Impact Assessment
No separate payment shall be made for the service specified in C3.3.3.1. The cost of providing this service shall be deemed to be included in the value based fee tendered for normal services. **N/A**
- C2.1.3.6.8En Other unspecified services
The Employer may order duties that fall outside the scope of the project as tendered. Such additional duties may involve, but not limited to:
- Additional design requirements
 - Evaluation of alternative tenders
 - Additional investigations during the Defects and Liability Period
 - Diverse other services

Any such additional services that may be required will be remunerated on a Time Basis as set out in C2.1.3.5. The level of expertise necessary for any such additional work shall be concomitant with the issues to be addressed. The category of personnel necessary to undertake the work shall be approved by the Employer. Any additional identified service shall be fully scheduled and submitted to the Employer for approval prior to the commencement thereof.

C2.1.4En Time based fees

- C2.1.4.1En Fees for work done under a time-based fee
Where time based fees are payable (if basis of remuneration has been set at “time basis” according to C2.1.1.1), the principles as described in clauses 4.4 (1), (2) and (3) of the Guidelines for Engineering Services (2015), excepting that the rates referred to in clause 4.4 (3) shall be replaced by the various rates per hour tendered for the various categories in C2.2.3 Activity Schedule for Time Based Fees, column (e).
- C2.1.4.2En The various categories referred to in C2.2.3 Activity Schedule for Time Based Fees, are the categories described in clauses 4.4 (2) of the Guidelines for Engineering Services (2015).
- C2.1.4.3En Work will be remunerated for at the category level in which it falls as defined in C2.1.4.2 above, irrespective of whether the person who in fact had executed the work functions at a higher category of responsibility and competence.

C2.1.5 Set off (All Professions)

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

C2.1.6 Typing, printing and duplicating work and forwarding charges (All Professions)

C2.1.6.1 Reimbursable rates

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

C2.1.6.2 Typing and duplicating

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

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

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

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

C2.1.6.3 Drawing duplication

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

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

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

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

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

C2.1.6.4 Forwarding charges

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

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

C2.1.7 Travelling and subsistence arrangements and tariffs of charges

Notwithstanding the ruling in C2.1.2.4 above (regarding disbursements and travelling expenses which will not be paid), when the Service Provider is requested in writing by or obtained prior approval in writing from the Employer to attend specific meetings at any of the Employer's offices or any extraordinary meetings on site or elsewhere, he will be remunerated according to the provisions under C2.1.7.1 to C2.1.7.5 herein.

C2.1.7.1 General

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

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

Where journeys and resultant costs are in the Employer's opinion related to a Service Provider's malperformance 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.

Travelling time and costs will not be reimbursed from the Service Providers' office to the Employers' office in 14 Long Street Cape Town.

C2.1.7.2 Travelling time

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

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

C2.1.7.3 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.

C2.1.7.4 Hired vehicles

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

C2.1.7.5 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.

C2.2 Activity Schedule**C2.2.1 Summary Activity Schedule for Time Based Fees for all Professional Services comprising the Service Provider****ITEM NO. 1: PLANNING, STUDIES, INVESTIGATIONS AND ASSESSMENTS**

Item No	Activity Description	Unit	Quantity	Rate	Amount	
					R	C
1.1	Provide planning, studies, investigations and assessments services as described in the Scope of Work in respect of: Appraise and report on the Employer's requirements with particular regard to site information, planning and statutory regulations and budget. (e.g. Geotechnical Studies)	Provisional Sum	-	-	500 000	00
1.2	Extra over item 1.1 above in respect of all other costs, overhead charges and profit.	%	500 000			
1.3	Environmental (EIA), Heritage (HIA) and/or Traffic (TIA) Impact Assessments and authorisation on proposed site suitability for project.	Provisional Sum	-	-	500 000	00
1.4	Extra over item 1.3 above in respect of all other costs, overhead charges and profit.	%	500 000			
1.5	Environmental (EIA), Heritage (HIA) and/or Traffic (TIA) Impact Assessments and authorisation if required, on additional sites.	Provisional Sum	-	-	500 000	00
1.6	Extra over item 1.5 above in respect of all other costs, overhead charges and profit.	%	500 000			
1.7	Rezoning of proposed site.	Provisional Sum	-	-	500 000	00
1.8	Extra over item 1.7 above in respect of all other costs, overhead charges and profit.	%	500 000			
TOTAL OF ITEM 1 TO SUMMARY						

ITEM NO. 2: BASIC FEE FOR NORMAL SERVICES

Item No	Activity Description	Unit	Tendered percentage Fee	Amount	
				R	C
2.1	Provide Professional Engineering Services as described in the scope of works in respect of: Stage 1: Inception Stage 2: Concept and Viability Stage 3: Design Development Stage 4: Documentation and Procurement Stage 5: Contract Administration and Inspection Stage 6: Close out	Sum	Estimated Contract value inclusive contingencies and exclusive of VAT (Construction Cost) R 150 000 000 (a) Tendered basic fee as a percentage of the estimated contract value (a) above _____ % (b) Price (c) = (b)/100 x (a)		
2.2	Fee discount Applicable	%		-	
TOTAL OF ITEM 2 TO SUMMARY					

NOTE FOR ITEM NO. 2:

IT CAN BE ASSUMED THAT THE TYPE OF WORK WILL BE BROKEN DOWN AS STIPULATED BELOW:

Please note this is stipulated to enable all tenderers price with the same understanding, however it must be clear that this is not the final breakdown as the projects have not been finalised and may vary when the contract is being implemented.

Fee Category D: 50 %

Fee Category C: 40 %

Fee Category A: 10 %

ITEM NO. 3: TIME- BASED SERVICES

Item No.	Description	Unit	Quantity	Rate	Amount	
					R	C
Designated <u>Category C</u> staff applicable to their use as instructed by Client. These items may be used in lieu of Item 1 of this Pricing Schedule:						
3.1	Professional Construction Project Manager (Pr. PM)	Hours	600			
3.2	Professional Civil Engineering (Pr. Eng.)	Hours	600			
3.3	Professional Structural Engineering (Pr. Eng.)	Hours	600			
3.4	SACAP Professional Architect	Hours	600			
3.5	Professional Quantity Surveyor	Hours	600			
TOTAL OF ITEM 3 TO SUMMARY						

ITEM NO. 4: ADDITIONAL SERVICES

Item No.	Activity Description	Unit		Amount	
		Construction period (months)	Rate/ month	R	C
4.1	Additional Services: Pricing for the various Professional Service providers. Rate to include time for inspections, assessments, including site supervision as and when requested by Employer.				
4.1.1	Agricultural Engineering Services (Professional Agricultural Engineer)	9			
4.1.2	Town Planning services (Professional Town Planner)	9			
4.1.3	Professional Land Surveying services (Professional Land Surveyor)	9			
4.1.4	Act as Employer's agent in terms of Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), and the Construction Regulations, 2003	Tendered fee as a percentage of the estimated contract value (a) in Item No 2.1 above % (d) Price (e)= $\frac{(d) \times (a)}{100}$			
4.2	Additional Supervision: LEVEL 2: Provide a Level 2 Supervision of all construction work at as defined in pricing assumptions	9			
TOTAL OF ITEM 4 TO SUMMARY					

ITEM NO 5: RECOVERABLE EXPENSES (DISBURSEMENTS)

Item No.	Description	Unit	Quantity	Rate	Amount	
					R	c
5.1	Recoverable expenses in respect of printing/copying as specified below: Printing: size A0, Printing: size A1, Printing: size A2, Printing/copying: size A4 (reports and tender documents only), Compilation and binding of reports/tender documents, books of drawings. Electronic Data provided on Compact Disc	No No No No No No	5 000 5 000 5 000 5 000 500 50			
5.2	Provision Sum for Additional Recoverable expenses	R	Provisional Sum	-	R 500 000	00
5.3	Recoverable expenses in respect of traveling.	km	30 000			
5.4	Other costs incurred on behalf of and with the approval of the Employer not covered in any of the other items.	Provisional Sum			R 500 000	00
5.4.1	Extra over item 5.4 above in respect of all other costs, overhead charges, and profit.	R	500 000.00%		
TOTAL OF ITEM No 5 TO SUMMARY						

SUMMARY OF ACTIVITY SCHEDULE

A: TOTAL OF ITEM NO 1..... R

B: TOTAL OF ITEM NO 2..... R

C: TOTAL OF ITEM NO 3 R

D: TOTAL OF ITEM NO 4 R

E: TOTAL OF ITEM NO 5..... R

F: TOTAL OF ITEMS (1 - 5) R

G: VALUE ADDED TAX (15% OF F ABOVE) R

H: TENDER PRICE CARRIED FORWARD TO C1.1 FORM OF OFFER..... R
(F + G)

I, the undersigned, do hereby declare that the above is a properly priced Activity Schedule forming part of this Contract Document upon which my/our tender for tender no. **SSC WC 22 (2020/2021) DALRRD** have been based.

SIGNED ON BEHALF OF THE TENDERER:

NOTE: 1. **Total Financial Offer for Time Based Fees must be carried over to Form of Offer and Acceptance. Failure to carry these over to the above-mentioned respective form will render the tender non-responsive.**

The Service Provider hereby agrees; should the department require additional hours for any of the above-mentioned disciplines the Service Provider will make these services available at the tendered rates.

Consultant's representative:

Signature:.....

Name:

Date:

C2.2 Activity Schedule for Architects

C2.2.1A Activities

C2.2.1.1A The following list, which is not necessarily exhaustive, indicates activities that may form part of this Service:

1. Work stage 1: Inception
2. Work stage 2: Concept and viability
3. Work stage 3: Design development
4. Work stage 4: Documentation and procurement
5. Work stage 5: Construction
6. Work stage 6: Close-out
7. Supplementary services
8. Other services

all as listed and/or defined in the **2013 - Scope of Architectural Services and Tariff of Fees in respect of services rendered by a person registered in terms of section 19(2) of the Architectural Profession Act, 2000 (Act No.44 of 2000)**., as per appendix A.

C2.2.1.2A The tenderer must make provision for all activities necessary for the execution of the service as set out in C3 Scope of Services hereof.

C2.2CE Activity Schedule for Civil Engineer

C2.2.1CE Activities

C2.2.1.1CE The services as defined in the C3 Scope of Services are required. The activity schedule below lists the normal services as defined in the Guidelines for Engineering Services (2015), clause 3 and as further defined in C3 Scope of Services, as well as additional services as defined in C3 Scope of Services, of this document. (The clause references refer to the corresponding clauses in the Guidelines for Engineering Services (2015))

C2.2.1.2CE The estimated normal fees have been calculated using the Guidelines for Engineering Services (2015), by applying the applicable fee scale given in clause 4.2.1 (1)-(2) for an engineering project or clause 4.2.2 (1) for a multi-disciplinary project, to determine the basic fee and by multiplying the basic fee by the applicable multiplication factor given in clause 4.2.1 (4) or clause 4.2.2 (2) respectively. The **cost of the works** and the values used to determine the multiplication factors are defined in C 3.2.2.3.

No allowance has been made in the estimated normal fees below for the **additional services** in C2.1.3.6 that have been specified to be included in the normal fees. The tenderer shall make provision for the cost of the additional services that are to be included under normal services by adjusting the percentage tendered in column (a).

C2.2.1.3CE The services are to be provided in stages and the proportioning of the fee for normal services over the various stages shall be as set out in the Guidelines for Engineering Services (2015), clause 4.2.2.

C2.2.1.4CE The tenderer must make provision for all activities necessary for the execution of the service as set out in C3 Scope of Services.

C2.2SE Activity Schedule for Structural Engineers

C2.2.1SE Activities

C2.2.1.1SE The services as defined in the C3 Scope of Services are required. The activity schedule below lists the normal services as defined in the Guidelines for Engineering Services (2015), clause 3

and as further defined in C3 Scope of Services, as well as additional services as defined in C3 Scope of Services, of this document. (The clause references refer to the corresponding clauses in the Guidelines for Engineering Services (2015)).

C2.2.1.2SE The **estimated normal fees have been calculated using the** Guidelines for Engineering Services (2015), by applying the applicable fee scale given in clause 4.2.1 (1)-(2) for an engineering project or clause 4.2.3 (1) for a multi-disciplinary project, to determine the basic fee and by multiplying the basic fee by the applicable multiplication factor given in clause 4.2.1 (4) or clause 4.2.3 (2) respectively. The cost of the works and the values used to determine the multiplication factors are defined in C 3.2.2.3.

No allowance has been made in the estimated normal fees below for the additional services in C2.1.3.6 that have been specified to be included in the normal fees. The tenderer shall make provision for the cost of the additional services that are to be included under normal services by adjusting the percentage tendered in column (a).

C2.2.1.3SE The services are to be provided in stages and the proportioning of the fee for normal services over the various stages shall be as set out in the Guidelines for Engineering Services (2015), clause 4.2.1.

C2.2.1.4SE The tenderer must make provision for all activities necessary for the execution of the service as set out in C3 Scope of Services.

C2.2Q Activity Schedule for Quantity Surveyor

C2.2.1Q Activities

C2.2.1.1Q The following is a list of activities that may form part of this Service, but is not necessarily an all-inclusive list:

1. Stage 1: Inception stage
2. Stage 2: Concept and viability stage
3. Stage 3: Design development stage
4. Stage 4: Documentation and procurement stage
5. Stage 5: Construction stage
6. Stage 6: Close-out stage
7. Management services
8. Supplementary services
9. Disbursements and travelling expenses (see also C2.1.2 hereof)

all as listed and/or defined in the **Guideline Tariff of Professional Fees in Respect of Services Rendered by a Quantity Surveyor in Private Practice** as referred to in C2.1.3.1 (the 2013 Tariff of Professional Fees).

C2.2.1.2Q The tenderer must make provision for all activities necessary for the execution of the service as set out in C3 Scope of Services hereof.

C3 SCOPE OF SERVICES

C3.1 Employer's objectives

This tender is for:

The provision of professional services in consortium/ multi-disciplinary for engineering projects, located in the Western Cape for a period of three years.

C3.2 Project description

The provision of professional services in consortium/ multi-disciplinary for engineering projects, located in the Western Cape for a period of three years.

C.3.2.1 Scope

The Department of Agriculture Land Reform and Rural Development wishes to appoint an experienced, suitably qualified and competent Service Provider who has the ability to undertake the following multi-disciplinary / Consortium services:

- 1) Construction Project Management Services
- 2) Architectural design capability,
- 3) Civil Engineering capability,
- 4) Structural Engineering capability
- 5) Quantity surveying capability.

C.3.2.2 Description of services required

The successful tenderer will be required to provide all Normal Services as per the Latest Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000.

Certain Additional Services may also need to be provided by the Service Provider, some of which are included in the Pricing Schedule.

- **Additional Services**

The provision of additional services (Agricultural Engineering, Landscape Architecture capability) (as and when required) pertaining to all stages of the project as described below and.

The provision of all services in respect of way leave applications and approvals.

The Service Provider shall be responsible for all initial service enquiries/wayleave applications from the various service authorities, the requirements of whom shall be carried through into the designs and tender documentation as necessary.

The provision of all services related to targeted procurement.

The Service Provider shall provide all services (as and when required) related to targeted procurement in respect of the construction contract, including but not limited to, incorporation of targeted participation goals, the measuring of key participation indicators, and auditing compliance by the construction contractor.

The provision of a level 3 construction monitoring service for the Engineering aspects of the project, as described in Clause 3.3.2 of Board Notice 201 of 2012: Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000), as amended or amplified upon in the project brief below.

The provision of specialist inspections –inspections and assessment of the works to assess compliance with specifications – for the Architectural aspects of project, as described in Clause 1.2.1.2 of Board Notice 72 and

73 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.

The provision of specialist assessments –assessment of the works to measure, evaluation and adjudicate the contractor's claims – for the cost management (quantity survey) aspects of project, payment valuations as described in Clause 10.26 of Board Notice 170 of 2015: Guideline Tariff of Professional Fees issued in terms of the Quantity Surveying Profession Act, 2000 (Act No. 49 of 2000), as amended or amplified upon in the project brief below.

The provision of services as described in the Registration Policies and Guidelines, Code of Conduct for Registered Persons, Recommended Identified Work in terms of the Project and Construction Management Professions Act, 2000 (Act No. 48 of 2000), Board Notice 202 of 2011 as gazette in Government Gazette No. 34858, 23 December 2011.

The provision of all services in respect of acting as the Employer's agent in terms of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) and the Construction Regulations, 2014 as described in Clause 3.3.3 of Board Notice 151 of 2014: Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000), as amended or amplified upon in the project brief below.

Act as the Employer's agent in terms of the Occupational Health and Safety Act

The Service Provider, in submitting this tender, shall be deemed to have acknowledged acceptance of the appointment as the client's agent in terms of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) and the Construction Regulations, 2014, should the Employer accept the tender.

The Service Provider shall, as such, execute all of the duties of the client as contemplated in the Construction Regulations.

The Service Provider's attention is also drawn to the responsibilities of the designer of a structure in terms of the Construction Regulations, and shall comply with all requirements in this regard.

The Service Provider shall, apart from conducting his own activities in compliance with the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) and Construction Regulations, 2014, ensure that any sub-consultants/sub-contractors employed by the Service Provider also comply with the requirements of the Act and Regulations. The Service Provider shall enter into an agreement with the Employer in this regard before the commencement of any work related to this contract (Form C1.3, Part C1 Agreements and Contract Data, refers).

- **The Project Management Team**

Will be expected to assist the Client in contracting professionals and/or building contractors in the built environment and to manage such contracts on behalf of the Employer. In addition the Project Management Team will be required to amongst other functions normally required in projects of this nature, provide the following functions:

- a) Act as the Employer's agent
- b) Advise the Employer on matters relating to:
 - i. Land use and Community establishment
 - ii. Environmental Assessment
 - iii. Design frameworks
 - iv. Advise the department in terms of all engineering works
 - v. Develop TORs for contracting other professionals and/or building contractors.
- c) Assist the department with the assessment of work and payment certificates Assist the department with the assessment of work and payment certificates submitted by registered professionals and/or building contractors in the built environment.
- d) Provide overall management and co-ordination of the project.
- e) Assume the role of secretariat for the project team committee.
- f) Provide professional advice and make presentations where required.
- g) Keep proper records (according to an agreed system which will be approved) of all information relating to the project; technical and otherwise.

In addition the Service Provider will ensure:

That there is an allocated Project Manager that will report to the Director Rural Infrastructure Development or a Delegated Official, as and when required. The Project Manager must have a proven track record of:

- 1) Managing and executing complex infrastructure projects within the built environment.
 - 2) Working with National, Provincial and municipal level stakeholders.
 - 3) Must have excellent written and verbal communication skills.
 - 4) Must have excellent presentation skills.
 - 5) Must have excellent Organisational skills
 - 6) Must be able to draft Terms of Reference (TOR) for the DALRRD to appoint a Service Provider/s to work in the infrastructure projects.
 - 7) Must have full back office support of the appointed service provider in order to obtain the expertise and skill required to complete any task.
 - 8) The Project Manager must be a principal registered professional in the built environment, with project, construction and contract management experience, of complex projects.
 - 9) This individual should have more than 4 years Project Management Experience.
 - 10) 3 references are required. (See Appendix B: Resource Information Sheet).
- **Project Manager** has an experience and
 - 1) Will keep project schedules up to date and provide detailed weekly (or at agreed frequency) progress reports and risk registers on the project and other relevant programme information.
 - 2) Keep accurate records, minutes, action lists and organise meetings.
 - 3) To ensure all documents and files are kept up-to-date at all times and perform secretarial functions.
 - That project staff are able to make travel plans at short-notice to meet with stakeholders as and when required by the DALRRD.
 - All Other Professionals must complete Appendix B: Resource Information Sheet.

The required professional services will be executed by the professional team under the control and management of the designated departmental project manager (delegated official). The Employer reserves the right to replace the mentioned departmental project manager with another member of its staff or any individual/firm from the private sector should it be deemed necessary at any stage during the execution of the Project.

C.3.2.3 Location of the Project

a) General

The office of the Employer to which this contract applies is located at the physical address: **14 Long Street, 8th Floor, Cape Town, 8000.** The Service Provider shall execute all work in relation to this project at his/her own offices.

b) Site Background

The consulting firm will be required to work in various municipal areas as required; located in Western Cape Province.

C.3.2.4 Project Programme

The duration of this contract will be for a three year period. Once the Contract becomes effective, the consultant or his representative must be available within 2 working days of request from the Employer.

The consultant shall provide the proposed program to be used when rolling out the project. The final programme for the project in the form of a Gantt chart, 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 performance and shall as a minimum contain the information contained in the table 1.2.2.4.

All the service providers' staff (professionals) will be required to provide weekly timesheets based on actual work done.

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

Table 1.2.2.4: Proposed Project Programme

The time frames below are indicative time frames and the appointed Service Provider will determine the actual timeframes in the inception report.

Time			
ID	KEY TASKS	MILESTONE	TIMEFRAME (Working days)
PROJECT EXECUTION:			
1	Project briefing, Appraisal and definition of the project	Project inception report submitted with Project schedule - signed off by Director.	14 days
2	Design concept Develop project concept, design criteria, surveys, cost estimates, etc.	Preliminary Design Report	30 days
3	Approval of work done and revisions	Preliminary Design Report - signed off by Director.	10 days
4	Final designs, technical specifications,	Detailed Designs	20 days
5	Tender advertisement, final tender documents, briefing of contractors, tender closing and opening.	Bid Specifications Committee approval	30 days
6	Submission of tender report by the service provider	Bid Evaluation, Adjudication and Recommendations Committee approval	10 days
7	Project Management and Technical Supervision on-site	Construction period monitoring and management Progress minutes, Close-out report, etc.	Construction period in months
8	Administrative and technical support during consultation meetings and technical meeting relating to any of the sites.	Minutes, Agendas,	On-going

C.3.2.5 Information available from Employer

The Service Provider must make arrangements to collect any other data and information that is required to complete its designs. 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.

C.3.2.6 Places for the Performance of Specific Tasks

It is anticipated that the majority of the work involved in the reporting, preliminary design and detail design and tender stages will be undertaken at the Service Provider's local office/sub-consultants' offices. The construction and architectural monitoring services will take place at the site of each identified project.

The Service Provider's personnel will however be required to attend meetings elsewhere in the Western Cape as and when required, and it may be necessary to carry out inspections at the building contractor's (or his sub-contractor's) yard(s) wherever they may be.

Traveling will only be reimbursed from the Service Providers office to the site; and not to the Employer's office.

C.3.2.7 Reporting Requirements and Approval Procedure

Aside from the particular reports required in terms of the six stages of a project (the Planning, Studies, Investigations and Assessments Reports; Conceptual Planning Report; Tender Evaluation Report; Contract Progress Reports and Project Close-Out Report), the Service Provider may be required to prepare, or contribute to, ad hoc reports on specific aspects of the project.

Furthermore, 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. Cost reports, cash flows and execution programmes are also subject to the approval of the Departmental Project manager.

C.3.2.8 Safety

The service provider shall provide all safety equipment as required for his staff and shall undertake all duties in conformance with the relevant Occupational Health and Safety legislation.

C.3.3 Extent of the Services

C3.3.1 All services as defined above.

C3.3.3 Additional Services (Other)

C3.3.3.1 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.

C3.4 Use of reasonable skill and care

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

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

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.

C3.5 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).

C3.6 Brief

C3.6.1 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.

C3.6.2 Reporting requirements

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

C3.6.3 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.

C3.6.4 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
eg. in building form, material choice, construction detailing and methods, recycling ability;
- b.) energy efficiency
eg.
 - 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 (eg. 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 (eg. 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).

C3.6.5 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.

C3.7 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);
- 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.

C3.9 Access to land/buildings/sites (All disciplines)

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

C3.10 Software application for programming (All disciplines)

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.

C.3.11 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.

FINGER PRINTS (except Defence projects)

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

C.3.12 Forms for contract administration (All disciplines)

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. The agreement and conditions of contract to be entered into with the main contractor shall be the GCC 2010 contract. PROFESSIONAL SERVICES CONTRACT

C.3.13 Condition to accept unregistered persons with suitable built environment qualifications on secondment

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

C4. General Requirements

C4.1 Services

The Services required shall generally be aligned with the duties of an employer regarding professionals in the built environment in the state and may include any of the activities described above or deemed associated thereto.

The Service Provider shall be instructed by the Employer to undertake specific assignments in terms of the contract as and when required during the contract period. Upon receipt of an instruction to undertake an assignment, and following any briefing meeting or clarification correspondence, the Service Provider shall compile a (Project Execution Plan) PEP as stipulated below. Once approved, the PEP shall form the basis of the assignment in terms of scope, programme and remuneration.

C4.2 Key Persons

The Service Provider shall include the names and supporting documentation in motivation of the expertise of the Key Persons allocated to this contract to undertake assignments in the abovementioned fields. The firm will make all efforts to have all staff allocated to the contract available to fulfil the require contractual obligations, should the firm wish to change or substitute any member of the team this will be done at least 30 days prior to such substitution or change with the DALRRD and in writing and they may only be replaced by individuals with similar or better qualifications and experience, who satisfy the minimum requirements and then only with the approval of the Employer..

C4.3 Briefing meeting

The Service Provider shall be instructed by the Employer to undertake various assignments relating the duties described above. The Employer shall notify the Service Provider of the assignment, giving all necessary details, including the Employers expectations regarding programme, milestones and deliverables. Such instruction will normally include a briefing meeting at the Employers offices where the scope of the assignment will be clarified. The Service Provider will conform in writing 24 hours after such a briefing meeting the scope of work as understood by the Service provider and any costs or additional costs, this scope of work will be signed off by the DALRRD appointed project manager.

2.4 Project Programme

The Service Provider shall prepare a detailed programme for the performance of the Service, which shall be included in the PEP as described below. The programme shall be in sufficient detail to monitor the Service Providers performance. No agreed milestones may be extended beyond the timeframes outlined in the programme without acceptable motivation and approval by the Employer.

2.5 Project Execution Plan (PEP)

The Service Provider shall prepare a detailed PEP for the assignment following the briefing meeting. A separate PEP will be prepared for each assignment and shall be submitted to the Employer on agreed timeframes. The PEP must contain the Scope of Work for the assignment; the information regarding the programme as stated in C3.2.5; and an exposition of how the Service Provider (a) understands the requirements of the assignment, (b) envisages the execution of the professional work (c) how the listed Key Persons will be assigned to the work in execution thereof.

After written approval, the PEP will form the basis for the management of the assignment. The programme contained in the PEP will become the “programme” as meant in clause 3.14 of the Conditions of Contract. Should circumstance change from the 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 the Conditions of Contract.

2.6 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.

Reporting will vary between assignments and specific instructions will be given to the Service Provider regarding the reporting requirements at the briefing meeting. The Service Provider in the PEP shall reflect these specific requirements.

Notwithstanding any other requirements, the Service Provider shall submit a monthly report indicating progress of the Services, which he is engaged in.

2.7 Safety

The Service Provider shall provide all safety equipment as required for his staff and shall undertake all duties in conformance with the relevant OHS legislation.

3. General

3.1 The Contract Data as provided for in the Consultant’s framework contract no SSC WC 22 (2020/2021) DALRRD applies together with the additional contract data in this bid document.

3.2 The following matters will be included in the Risk Register.*

C3.3A Extent of the Services: Architect

The specific architectural Services required on this Project and referred to in C3.2 above, entails the following for:-

C3.3.1A Full services

Unless otherwise stated, duties will cover the full field of architectural functions.

C3.3.2A Principal agent

Regarding this appointment as principal agent, duties over and above those as architect will include inter alia:

- receiving of instructions from the departmental project manager and distributing to the relevant parties
- co-ordinating of consultants
- compiling and updating the planning programme
- co-ordinating and arranging site meetings and inspections

- liaising with client department only if specifically so instructed
- close liaising and co-operating with the departmental project manager
- furnishing of monthly project reports
- issuing of written instructions
- receiving notices according to the building contract
- issuing of monthly interim payment certificates, final payment certificates for practical and final completion
- making recommendations in respect of the extension of the building contract period and periods where penalties are applicable
- ensuring that all final accounts will be corrected and handed in on time
- administrating of and supervising the building contract in accordance with the requirements, where applicable, as set out in Manual for Private Architects PW 147, and
- other duties not listed above but which could reasonably be expected of a principal agent as well as those listed in the 2013 NDPW - Scope of Architectural Services and Tariff of Fees.

C3.3QS Extent of the Services Quantity Surveyor

The specific quantity surveying Services required on this Project and referred to in C3.2 above, entails the following for:-

C3.3.1QS Full services

Unless otherwise stated, duties will cover the full field of quantity surveying functions which are to be performed in accordance with the principles as set out in the most recent publication of the Manual for Consultant Quantity Surveyors (QS 001) and which can briefly be summarised as follows:

- establishment of an effective liaison with the architect;
- preparation of estimates;
- application of space and cost guidelines, if applicable. If not applicable the necessary adjustment in fees should be reflected in claims for remuneration;
- preparation of bills of quantities for all work ("all work" shall include *inter alia* electrical, mechanical and any other engineering work);
- administration of the contract;
- submission of monthly status and cost reports covering all aspects of the works in the prescribed formats "Contract Status Report" (PRM036/1) and "Financial Report" (PRM036/2);
- preparation of the final account.

Full services shall also include the following:

- the quantity surveyor shall evaluate tenders in consultation with the principal agent and the professional team and compile and submit such a tender report via the principal agent in the prescribed format to the departmental project manager. During this process he will maintain confidentiality of information and not negotiate with any tenderer without written instruction from the departmental project manager;

- determine interim progress payments in consultation with the respective agents;
- include in the final account those portions of the building contract comprising subcontracts, selected subcontracts and nominated subcontracts as drawn up by the respective agents;
- compiling an updated original written certification of the amount(s) on which other consultants' fees are based for every account they are allowed to submit. (It is, however, the duty of the other consultants concerned to calculate fees on the appropriate value and according to the correct fee scale, read in conjunction with their letter(s) of invitation.)

C3.3En Extent of the Services: All Engineering Disciplines

The following services as defined in the Guidelines for Engineering Services (2015), clause 3, are required: (The clause references refer to the corresponding clauses in the Guidelines for Engineering Services (2015))

C3.3.1En Normal Services (clause 3.2) including:

Clause 3.2.2 Stage 2 - Preliminary Design: Concept and Viability, including Stage 1 - Inception
Clause 3.2.3 Stage 3 - Detail Design
Clause 3.2.4 Stage 4 - Documentation and Procurement
Clause 3.2.5 Stage 5 - Contract Administration and Inspection
Completion of all consulting engineering services.

C3.3.2En Additional Services (clause 3.3) including:

C3.3.2.1En Clause 3.3.1 Additional Services pertaining to all Stages of the Project

Should any additional services, of whatever nature be required, it shall be specifically agreed to in writing between the consulting engineer and the client prior to the execution thereof based on a on a time basis as set out in C2.1.4.1. rate agreed to or if such services should become an integral part of the design the value of the works shall be added to the overall value of the respective discipline's work and would then be remunerated on a percentage basis.

(a) Geotechnical investigation

The composition of a geotechnical investigation (number of trial holes, depths, typical tests, etc.) is dependent on a number of variables such as area geology, structure types, etc. The Service Provider must ensure that he compile the investigation in such a way that enough information is acquired for him to be able to design the foundations adequately.

C3.3.2.2En Clause 3.3.2 Construction Monitoring

(i) General

The consultant must make available construction monitoring staff for Level One, (part time), Level Two, (full time), monitoring.

The competence and experience of the tenderer's proposed site personnel shall be an integral part of the Employer's tender evaluation process. On acceptance of their tender by the Employer, the Service Provider shall not be permitted to offer alternative core personnel unless such alternative offer is as a result of a *bona fide* unforeseen circumstance. In such an event, the Employer shall only accept alternative personnel possessing at least similar qualifications and experience to those persons proposed in the tender.

The Employer shall be entitled to instruct the Service Provider to remove from the Works any person employed by the Service Provider on or about the execution of the Works who, in the opinion of the Employer, misconducts himself or is incompetent or negligent in the proper performance of his duties, or whose presence on site is otherwise considered by the Employer, on reasonable grounds, to be undesirable.

(ii) Accommodation

Appropriate housing for the site staff shall be provided by the Service Provider. Site staff shall be housed as near to the location of the Works as may be practically possible. No separate payment will be made for the accommodation of site staff and rates tendered for the relevant site staff shall include full compensation for all accommodation costs.

(iii) Establishment of site office

Provision and maintenance of a site office building, all related services and supply of office furniture will be made under the Works Contract. The Service Provider shall however provide all office equipment and incidentals required for carrying out administration, supervision and inspection of the Works and shall include:

- a) Cell phones, including rental and call charges.
- b) All safety equipment for supervisory staff in accordance with the OHS requirements (e.g. safety jackets, boots, etc.).
- c) All equipment including copier rental, fax machine, consumables, stationary, digital camera, etc.
- d) All necessary computer hardware, software, printers and modems and associated consumables.
- e) Any other items necessary for the capture of all relevant data required for administering the contract and reporting to the Employer.

One landline, including rental and call costs for work related office and fax usage shall be provided through the Works Contract.

(iv) Transport for site staff

The Service Provider shall provide sufficient appropriate vehicles on site for site staff.

C3.3.2.3En Clause 3.3.3 Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)

The Employer shall appoint a Service Provider under a separate contract as its "agent" as contemplated in the Construction Regulations to the Occupational Health and Safety Act, 1993 (Act 85 of 1993).

The Service Provider under this contract shall however make provision for the incorporation of the Occupational Health and Safety specifications, compiled by others, in the tender documentation, if applicable.

It is a firm requirement that in the designs, planning and supervision of the execution of the work done under the contract resulting from this tender, all applicable regulations and stipulations under OH&SA, (Act 85 of 1993) including regulations and codes of practice etc. are complied with and that the final product shall be in full compliance with said legislation, standards, etc.

Furthermore, the Service Provider shall be fully responsible for the compliance of his operation, equipment as well as staff and persons under his supervision on site whether by invitation instruction or otherwise and regardless of the capacity, purpose and relationship of any such persons to the appointment, to all aspects of all applicable regulations and stipulations under OH&SA, (Act 85 of 1993).

C3.4 Use of reasonable skill and care (All disciplines)

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 malperformance, 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, including *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.

C3.5 Co-operation with other services providers (All disciplines)

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

C3.5.1 Service Providers

Service Providers from the following professions are/will be appointed on the Project to form the professional team:

Health and Safety Agent (To be Appointed)

and other service providers as may from time to time be deemed necessary.

Note: No Clerk of Works or Resident Engineer will be appointed by the department or paid for in addition to the tendered amount. All site supervision remains the responsibility of the consultants and must be allowed for in the tender price.

The above-mentioned **Architect** will act as principal agent.

The required professional Services will be executed by the professional team under the control and management of the designated departmental project manager who, at the time of invitation to perform professional Services, will be the person mentioned in T1.1.6. The Employer reserves the right to replace the mentioned departmental project manager with another member of its staff or any individual/firm from the private sector should it be deemed necessary at any stage during the execution of the Project.

C3.5.2 Occupational Health and Safety Act, 1993 (Act 85 of 1993)

The Employer shall appoint a Service Provider under a separate contract as its "agent" as contemplated in the Construction Regulations in the Occupational Health and Safety Act, 1993 (Act 85 of 1993).

The Service Provider under this Contract shall however make provision for the incorporation of the Occupational Health and Safety specifications, compiled by others, in the tender documentation.

It is a firm requirement that in the designs, planning and supervision of the execution of the work done under this contract resulting from this tender, all applicable regulations and stipulations under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) including regulations and codes of practice, etc. are complied with and that the final product shall be in full compliance with said legislation, standards, etc.

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

C3.5.3 Other 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).

C3.6 Brief (All disciplines)**C3.6.1 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 3.15 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.

C3.6.2 Reporting requirements

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

C3.6.3 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.

C3.6.4 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.).

C3.6.5 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.

C3.12 Condition to accept unregistered persons with suitable built environment qualifications on secondment (All disciplines)

It is an express term of the contract that the Service Provider, after award of tender, accept unregistered, suitably qualified (built environment) persons in his office for the purpose of exposing the latter to the full extent of professional work, or as may be required according to specific circumstances, in order to gain experience which can be presented to the relevant

Council for consideration towards professional registration. The secondment of such unregistered persons will be negotiated with the Service Provider in terms of numbers, periods of training and extent of professional work opportunity to be afforded. The conditions of secondment will be the subject of a separate Memorandum of Understanding with the Service Provider which will serve as an annexure hereto. Any secondment arrangements will cease upon the professional registration of the seconded person or as agreed on and so included in the aforesaid Memorandum of Understanding. The responsibility for salaries of seconded persons will remain with the Employer, but responsibility for operational expenses, necessary for the execution of the work, will vest with the Service Provider, all of which will be dealt with in the Memorandum of Understanding.

Appendix A

Key Persons and their jobs / functions in relation to the Services (to be completed by Service Provider)

Please use the table below to ensure that all the required professionals are stipulated and the necessary supporting documents have been attached.

		Professional Registration Details			Qualification Details	
Professional Service	Name and Surname	Professional Registration(s) Type	Professional Registration Number(s):	Proof attached	Qualification Type	Proof attached
Construction Project Manager				<input type="checkbox"/>		
Structural Engineer				<input type="checkbox"/>		<input type="checkbox"/>
Civil Engineer				<input type="checkbox"/>		<input type="checkbox"/>
Architect				<input type="checkbox"/>		
Quantity Surveyor				<input type="checkbox"/>		

Key Persons and their jobs / functions in relation to the Services (to be completed by Service Provider)**RESOURCE INFORMATION SHEET (CV)**

Name and Surname	
Professional Registration(s)	CONSTRUCTION PROJECT MANAGER
Professional Registration Number(s):	
Date of Birth:	
ID number:	
Employed by:	
Number of years as registered professional Construction Project Manager	
Position held with current employer	

Key projects worked on (align to evaluation requirements)	Name of project	Role in Project	Project Value	Duration of Project	Project Start Date	Project End Date	Reference Name	Reference Contact number
1								
2								
3								
4								
5								
6								

In your opinion why you would be the right resource for this project, based on your experience?

NAME:

SIGNATURE OF RESOURCE:

DATE:

Name and Surname	
Professional Registration(s)	PROFESSIONAL CIVIL ENGINEER
Professional Registration Number(s):	
Date of Birth:	
ID number:	
Employed by:	
Number of years as registered professional Civil Engineer	
Position held with current employer	

Key projects worked on (align to evaluation requirements)	Name of project	Role in Project	Project Value	Duration of Project	Project Start Date	Project End Date	Reference Name	Reference Contact number
1								
2								
3								
4								
5								
6								

In your opinion why you would be the right resource for this project, based on your experience?

NAME:

SIGNATURE OF RESOURCE:

DATE:

Name and Surname	
Professional Registration(s)	PROFESSIONAL STRUCTURAL ENGINEER
Professional Registration Number(s):	
Date of Birth:	
ID number:	
Employed by:	
Number of years as registered professional Structural Engineer	
Position held with current employer	

Key projects worked on (align to evaluation requirements)	Name of project	Role in Project	Project Value	Duration of Project	Project Start Date	Project End Date	Reference Name	Reference Contact number
1								
2								
3								
4								
5								
6								

In your opinion why you would be the right resource for this project, based on your experience?

NAME:

SIGNATURE OF RESOURCE:

DATE:

Name and Surname	
Professional Registration(s)	PROFESSIONAL ARCHITECT
Professional Registration Number(s):	
Date of Birth:	
ID number:	
Employed by:	
Number of years as registered Professional Architect	
Position held with current employer	

Key projects worked on (align to evaluation requirements)	Name of project	Role in Project	Project Value	Duration of Project	Project Start Date	Project End Date	Reference Name	Reference Contact number
1								
2								
3								
4								
5								
6								

In your opinion why you would be the right resource for this project, based on your experience?

NAME:

SIGNATURE OF RESOURCE:

DATE:

Name and Surname	
Profession	QUANTITY SURVEYOR
Professional Registration Number(s):	
Date of Birth:	
ID number:	
Employed by:	
Number of years as registered Quantity Surveyor	
Position held with current employer	

Key projects worked on (align to evaluation requirements)	Name of project	Role in Project	Project Value	Duration of Project	Project Start Date	Project End Date	Reference Name	Reference Contact number
1								
2								
3								
4								
5								
6								

In your opinion why you would be the right resource for this project, based on your experience?

NAME:

SIGNATURE OF RESOURCE:

DATE:

Company Experience (to be completed by Service Provider)

BUILDING WORK PROJECTS	Name of project and Description	Project Value	Duration of Project	Project Start Date	Project End Date	Reference Name	Reference Contact number
1							
2							
3							
4							
5							
6							
7							

CIVIL ENGINEERING PROJECTS	Name of project and Description	Project Value	Duration of Project	Project Start Date	Project End Date	Reference Name	Reference Contact number
1							
2							
3							
4							
5							
6							
7							

STRUCTURAL ENGINEERING PROJECTS	Name of project and Description	Project Value	Duration of Project	Project Start Date	Project End Date	Reference Name	Reference Contact number
1							
2							
3							
4							
5							
6							
7							

	Name of project and Description	Project Value	Duration of Project	Project Start Date	Project End Date	Reference Name	Reference Contact number
1							
2							
3							
4							
5							
6							
7							

	Name of project and Description	Project Value	Duration of Project	Project Start Date	Project End Date	Reference Name	Reference Contact number
1							
2							
3							
4							
5							
6							
7							

	Name of project and Description	Project Value	Duration of Project	Project Start Date	Project End Date	Reference Name	Reference Contact number
1							
2							
3							
4							
5							
6							
7							

Appendix B

Please complete the Table below if there are more than one sub-consultant/contractor.

Table B. 1 List of Sub-consultants / contractors

Name of Sub contractor	Percentage of Sub contractor	Is the sub-contractor EME	CSD number of the Sub contractor (MAAA)