

**CITY STRATEGY AND ORGANISATIONAL  
PERFORMANCE DEPARTMENT**



**TENDER REFERENCE: COO 01-2021/22**

**TENDER FOR A FRAMEWORK CONTRACT FOR MULTIDISCIPLINARY  
PROFESSIONAL ENGINEERING SERVICES FOR VARIOUS PROJECTS IN  
TSHWANE, AS AND WHEN REQUIRED, FOR A THREE (3) YEAR PERIOD.**

**VOLUME 1**

ISSUED BY:	PREPARED BY:
The Chief Operations Officer <u>Office of the Chief Operations Officer</u> 320 Madiba Street PRETORIA 0001  Tel: 012 358 5605	The Divisional Head <u>Office of the Chief Operations Officer</u> 320 Madiba Street PRETORIA 0001  Tel: 012 358 3832

Registered Name of Tenderer:	
Trading Name of Tenderer:	
Registration No. of Entity:	
CoT Vendor No:	National Treasury CSD No:
Contact Person:	
Tel. No:	E-Mail Address:
Cell No:	Fax No:

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# **PORTION 1: TENDER**

## **PART T1: TENDER PROCEDURES**

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## **T1.1 TENDER NOTICE AND INVITATION TO TENDER**

THIS TENDER IS NOT AVAILABLE ON THE INTERNET

**COO 01-2021/22**  
**CITY OF TSHWANE**

**OFFICE OF THE CHIEF OPERATIONS OFFICER**



### **TENDER FOR FRAMEWORK CONTRACT FOR MULTIDISCIPLINARY PROFESSIONAL CIVIL ENGINEERING SERVICES FOR VARIOUS PROJECTS IN TSHWANE, AS AND WHEN REQUIRED, FOR A THREE (3) YEAR PERIOD**

Tenders are hereby invited for the above services.

The tender documents will be available for download on [www.etender.gov.za](http://www.etender.gov.za) and [www.tshwane.gov.za](http://www.tshwane.gov.za) from **19 January 2022**.

The lowest or any tender will not necessarily be accepted, and the Municipality reserves the right to accept a tender as a whole or in part.

Tenders must remain valid for a period of 90 days after the closing date for the submission of tenders, during which period a tender may not be amended or withdrawn and may be accepted at any time by the Municipality. The City reserves the right to extend the validity period after consultation with the concerned parties.

The closing time for receipt of tenders is **2 March 2022 at 10:00**. Tenders will be received on the closing date and time shown, must be enclosed in sealed envelopes bearing the applicable tender heading and reference number, as well as the closing time and due date, and must be addressed to the CHIEF FINANCIAL OFFICER: FINANCIAL SERVICES DEPARTMENT, SUPPLY CHAIN MANAGEMENT, PRETORIA, 0001 and must be submitted in the tender box situated at the Procurement Advice Centre (at the entrance to the C. de Wet Centre), C de Wet Centre, 175 DF Malan Drive, Pretoria West, 0183. Tenders will be opened at the latter address at the time indicated.

TECHINICAL ENQUIRIES: Employer's Agent: AM Cronje  
Telephone: 012 358 7657  
E mail: [annalinec@tshwane.gov.za](mailto:annalinec@tshwane.gov.za)

SUPPLY CHAIN EQUIRIES: Employer's Agent: Ipfi Davhana  
Telephone: 012 358 2994  
E mail: [ipfid@tshwane.gov.za](mailto:ipfid@tshwane.gov.za)

Ms M Mutlaneng  
CITY MANAGER  
**NOTICE 10 of 2021**

## T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in **Annexure C of Standard for Uniformity in Engineering and Construction Works Contracts (Board Notice 423 Government Gazette No 42622 of 8 August 2019)**, bound into Section T1.3

The Standard Conditions of Tender makes several references to the Tender Data. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Each item of data below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

CLAUSE NUMBER		TENDER DATA
C.1.1	Actions	The Employer is <b>City Of Tshwane Metropolitan Municipality</b>
C.1.2	Tender Documents	<p><u>Volume 1: Tender Document</u></p> <p><b>THE TENDER</b></p> <p><b>Part T1: Tendering Procedures</b></p> <p>T1.1 Tender notice and invitation to tender</p> <p>T1.2 Tender data</p> <p><b>Part T2: Returnable documents</b></p> <p>T2.1 List of returnable documents</p> <p>T2.2 Returnable schedules</p> <p><b>THE CONTRACT</b></p> <p><b>Part C1: Agreements and contract data</b></p> <p>C1.1 Form of offer and acceptance</p> <p>C1.2 Contract data</p> <p><b>Part C3: Scope of work</b></p> <p>C3 Scope of work</p> <p><b>ANNEXURES</b></p>
C.1.3	Interpretation	<b>Add</b> the following new clause:
C.1.3.4		<i>The tender documents have been drafted in English. The contract arising from the invitation to tender shall be interpreted and construed in English</i>
C.1.4	Communication and Employer's Agent	<p>Agent: <b>Ms. Annaline Cronje</b></p> <p>Address: <b>Tshwane House 320 Madiba Street Pretoria</b></p> <p>Tel (Office): <b>012 358 7657</b></p> <p>E-Mail: <b>annalinec@tshwane.gov.za</b></p>
C.2.1	Eligibility (mandatory requirements)	<p>Only those tenders who have in their <b>full time employ</b> a person satisfying the following criteria: Company must confirm that the person/s are in full time employment</p> <p>It is the objective of the CoT to appoint a panel of professional service providers per category of expertise. Bidders can submit bids for the professional discipline in which they have the required skills and professionally registered personnel. Appointments will be made per professional discipline.</p>

CLAUSE NUMBER	TENDER DATA										
	<div><div><div>i)</div><div>A person(s) registered as a Professional Civil Engineer and/or Professional Civil Engineering Technologist in terms of the Engineering Profession Act, 2000 (Act 46 of 2000);</div></div><div><div>ii)</div><div>A person(s) registered as a Professional Mechanical Engineer and/or Professional Mechanical Engineering Technologist in terms of the Engineering Profession Act, 2000 (Act 46 of 2000);</div></div><div><div>iii)</div><div>A person(s) registered as a Professional Electrical Engineer and/or Professional Electrical Engineering Technologist in terms of the Engineering Profession Act, 2000 (Act 46 of 2000);</div></div><div><div>iv)</div><div>A person(s) registered as a Professional Architect and/or Senior in terms of the Architectural Profession Act, 2000 (Act 44 of 2000);</div></div><div><div>v)</div><div>A person(s) registered as a Professional Project Manager in terms of the Project and Construction Management Profession Act, 2000 (Act 48 of 2000);</div></div><div><div>vi)</div><div>A person(s) registered as a Professional Construction Health and Safety Agent in terms of the Project and Construction Management Professions Act, 2000 (Act 46 of 2000);</div></div><div><div>vii)</div><div>A person(s) registered as a Professional Quantity Surveyor in terms of the Quantity Surveying Profession Act 2000 (Act 48 of 2000);</div></div><div><div>viii)</div><div>A person(s) registered as a Professional Town Planner in terms of the Planning Profession Act, 2002 (Act 36 of 2002);</div></div><div><div>ix)</div><div>A person(s) registered as a Professional Environmental Assessment practitioner in terms of the National Environmental Management Act, 2002 (Act 107 of 1998);</div></div><div><div>x)</div><div>A person(s) registered as a Professional Land Surveyor in terms of the Geomatics Profession Act, 2013 (Act 19 of 2013);</div></div><div><div>xi)</div><div>A person(s) registered as a Professional Geotechnical Engineer and/or Professional Geotechnical Engineering Technologist in terms of the Engineering Profession Act, 2000 (Act 46 of 2002);</div></div><div><div>xii)</div><div>A person(s) Qualified as a Social Facilitator with a minimum NQF level 4 accredited training in Social Engagement Facilitation or Community Facilitation;</div></div><div><div>xiii)</div><div>A person(s) registered as a Professional Landscape Architect in terms of the Landscape Architect Profession Act, 2002 (Act 45 of 2002);</div></div><div><div>xiv)</div><div>A person listed by the National Department of Water and Sanitation as an Approved Professional Person (APP), in terms of Regulation 35 of the Regulations regarding the Safety of Dams published in Government Notice R.139 of 24 February 2012.</div></div></div> <div>(Refer to returnable schedule RD.C.8: Proof of Registration in terms of the relevant Professions Act, in Part T2: Returnable Schedules)</div> <div>Only those tenderers who score a <b>minimum of 70 points</b> in respect of the following criteria are eligible to submit tenders.</div> <div>All bidders that score the minimum 70 points or higher will be appointed on the panel.</div> <div>Bids will be evaluated for each category as indicated below:</div> <div><div>1. Civil Engineering Functional Evaluation</div><table><tr><th>CRITERIA</th><th>SUB-CRITERIA SCALE</th><th>SCALE</th><th>WEIGHT</th><th>HIGHEST POSSIBLE SCORE</th></tr><tr><td><b>Company Experience – Civil Engineering disciplinary professional:</b></td><td>0 Projects 1-3 Projects</td><td>0 1</td><td>10</td><td>40</td></tr></table></div>	CRITERIA	SUB-CRITERIA SCALE	SCALE	WEIGHT	HIGHEST POSSIBLE SCORE	<b>Company Experience – Civil Engineering disciplinary professional:</b>	0 Projects 1-3 Projects	0 1	10	40
CRITERIA	SUB-CRITERIA SCALE	SCALE	WEIGHT	HIGHEST POSSIBLE SCORE							
<b>Company Experience – Civil Engineering disciplinary professional:</b>	0 Projects 1-3 Projects	0 1	10	40							

CLAUSE NUMBER	TENDER DATA				
	Written Testimonials or References of projects involving the design and contract administration for civil engineering executed over the last 10 years	4-5 Projects 6-10 Projects >10 Projects	2 3 4		
	<b>Signed Copies of reference or testimonial letters of the completed relevant Civil Engineering projects to be attached.</b>				
	<b>KEY PERSONNEL EXPERIENCE:</b>				
	Years of experience as professional Civil Engineer/Technologist				
	Total years of experience in the Company for Professional Civil Engineers (Total sum of years' experience of all Professional Civil Engineers post registration in the Company)	0 Years 1-4 Years 5-10 Years 11-14 Years >15 Years	0 1 2 3 4	3	12
	Total years of experience in the Company for Professional Civil Engineering Technologists (Total sum of years' experience of all Professional Civil Engineering Technologists post registration in the Company)	0 Years 1-4 Years 5-10 Years 11-14 Years >15 Years	0 1 2 3 4	2	8
	<b>Attach proof of ECSA Civil Engineering registration and detailed CV indicating years of &amp; details staff's experience of civil engineering nature are compulsory.</b>				
	<b>NUMBER OF KEY STAFF:</b>				
	Number of key staff employed in the Company. Civil Engineer Professional Civil Engineer	0 Pr Eng 1-2 Pr Eng 3-4 Pr Eng >4 Pr Eng	0 2 4 5	3	15
	Professional Civil Engineering Technologist	0 Pr Tech Eng 1-2 Pr Tech Eng 3-5 Pr Tech Eng >5 Pr Eng	0 2 4 5	2	10
	<b>Attach proof of ECSA Civil Engineering registration and detailed CV indicating years of &amp; details staff's experience of civil engineering nature are compulsory.</b>				
	Local Economic Participation – Location of Business	Outside Gauteng Within Gauteng Within Tshwane	1 2 3	5	15
	<b>Municipal Rates &amp; Taxes not older than three months from tender advertisement date or Valid Lease Agreement</b>				
	<b>2. Civil Engineering specialising in Structural Engineering Functional Evaluation</b>				
	CRITERIA	SUB-CRITERIA SCALE	SCALE	WEIGHT	HIGHEST POSSIBLE SCORE
	<u>Company Experience – Civil Engineering specialising in Structural Engineering disciplinary professional:</u>	1 Projects 1-3 Projects 4-5 Projects 6-10 Projects >10 Projects	0 1 2 3 4	10	40

CLAUSE NUMBER	TENDER DATA				
	Written Testimonials or References of projects involving the design and contract administration for structural engineering executed over the last 10 years				
	<b>Signed Copies of reference or testimonial letters of the completed relevant Civil Engineering projects to be attached.</b>				
	<b>KEY PERSONNEL EXPERIENCE:</b>				
	Years of experience as professional Civil Engineer/Technologist specialising in Structural Engineering	0 Years	0	3	12
	Total years of experience in the Company for Professional Civil Engineers specialising in Structural Engineering (Total sum of years' experience of all Professional Civil Engineers post registration in the Company)	1-4 Years	1		
		5-10 Years	2		
		11-14 Years	3		
		>15 Years	4		
	Total years of experience in the Company for Professional Civil Engineering Technologists specialising in Structural Engineering (Total sum of years' experience of all Professional Civil Engineering Technologists post registration in the Company)	0 Years	0	2	8
		1-4 Years	1		
		5-10 Years	2		
		11-14 Years	3		
		>15 Years	4		
	<b>Attach proof of ECSA Civil Engineering registration and detailed CV indicating years of &amp; details staff's experience of civil engineering nature are compulsory.</b>				
	<b>NUMBER OF KEY STAFF:</b>				
	<b>Number of key staff employed in the Company.</b>	0 Pr Eng	0		
	<b>Civil Engineer</b>	1-2 Pr Eng	2	4	20
		3-4 Pr Eng	4		
	Professional Civil Engineer specialising in Structural Engineering	>4 Pr Eng	5		
	Professional Civil Engineering Technologist specialising in Structural Engineering	0 Pr Tech Eng	0	1	5
		1-2 Pr Tech Eng	2		
		3-5 Pr Tech Eng	4		
		>5 Pr Eng	5		
	<b>Attach proof of ECSA Civil Engineering registration and detailed CV indicating years of &amp; details staff's experience of civil engineering nature are compulsory.</b>				
	Local Economic Participation – Location of Business	Outside Gauteng	1	5	15
		Within Gauteng	2		
		Within Tshwane	3		
	<b>Municipal Rates &amp; Taxes not older than three months from tender advertisement date or Valid Lease Agreement</b>				
	<b>3. Civil Engineering specialising in Traffic Engineering Functional Evaluation</b>				
	<b>CRITERIA</b>	<b>SUB-CRITERIA SCALE</b>	<b>SCALE</b>	<b>WEIGHT</b>	<b>HIGHEST POSSIBLE SCORE</b>
	<b>Company Experience – Civil Engineering specialising in Traffic Engineering disciplinary professional:</b>	2 Projects	0	10	40
		1-3 Projects	1		
		4-5 Projects	2		
		6-10 Projects	3		



CLAUSE NUMBER	TENDER DATA			
	Written Testimonials or References of projects involving the design and contract administration for Traffic engineering executed over the last 10 years	>10 Projects	4	
	<b>Signed Copies of reference or testimonial letters of the completed relevant Traffic Engineering projects to be attached.</b>			
	<b>KEY PERSONNEL EXPERIENCE:</b>  Years of experience as professional Civil Engineer/Technologist specialising in Traffic Engineering  Total years of experience in the Company for Professional Civil Engineers specialising in Traffic Engineering (Total sum of years' experience of all Professional Civil Engineers post registration in the Company)	0 Years 1-4 Years 5-10 Years 11-14 Years >15 Years	0 1 2 3 4	3 12
	Total years of experience in the Company for Professional Civil Engineering Technologists specialising in Traffic Engineering (Total sum of years' experience of all Professional Civil Engineering Technologists post registration in the Company)	0 Years 1-4 Years 5-10 Years 11-14 Years >15 Years	0 1 2 3 4	2 8
	<b>Attach proof of ECSA Civil Engineering registration and detailed CV indicating years of &amp; details staff's experience of civil engineering nature are compulsory.</b>			
	<b>NUMBER OF KEY STAFF:</b>  Number of key staff employed in the Company. Civil Engineer  Professional Civil Engineer specialising in Traffic Engineering	0 Pr Eng 1-2 Pr Eng 3-4 Pr Eng >4 Pr Eng	0 2 4 5	4 20
	Professional Civil Engineering Technologist specialising in Traffic Engineering	0 Pr Tech Eng 1-2 Pr Tech Eng 3-5 Pr Tech Eng >5 Pr Eng	0 2 4 5	1 5
	<b>Attach proof of ECSA Civil Engineering registration and detailed CV indicating years of &amp; details staff's experience of civil engineering nature are compulsory.</b>			
	Local Economic Participation – Location of Business	Outside Gauteng Within Gauteng Within Tshwane	1 2 3	5 15
	<b>Municipal Rates &amp; Taxes not older than three months from tender advertisement date or Valid Lease Agreement</b>			
<b>4. Civil Engineering specialising in Safety of Dams Functional Evaluation</b>				
	<b>CRITERIA</b>	<b>SUB-CRITERIA SCALE</b>	<b>SCALE</b>	<b>WEIGHT</b>
	<b>HIGHEST POSSIBLE SCORE</b>			
	<b>Company Experience – Civil Engineering specialising in Safety of Dams disciplinary professional:</b>	3 Projects 1-3 Projects 4-5 Projects 6-10 Projects >10 Projects	0 1 2 3 4	10 40
	Written Testimonials or References of projects involving the design and contract administration for all dam			

CLAUSE NUMBER	TENDER DATA				
	related engineering executed over the last 10 years				
	<b>Signed Copies of reference or testimonial letters of the completed relevant Traffic Engineering projects to be attached.</b>				
	<b>KEY PERSONNEL EXPERIENCE:</b>				
	Years of experience as professional Civil Engineer/Technologist specialising in Safety of Dams	0 Years	0	3	12
	Total years of experience in the Company for Professional Civil Engineers specialising in Safety of Dams related Engineering (Total sum of years' experience of all Professional Civil Engineers post registration in the Company)	1-4 Years	1		
		5-10 Years	2		
		11-14 Years	3		
		>15 Years	4		
	Total years of experience in the Company for Professional Civil Engineering Technologists specialising in Safety of Dams related Engineering (Total sum of years' experience of all Professional Civil Engineering Technologists post registration in the Company)	0 Years	0	2	8
		1-4 Years	1		
		5-10 Years	2		
		11-14 Years	3		
		>15 Years	4		
	<b>Attach proof of ECSA Civil Engineering registration, proof of listed by the National Department of Water and Sanitation as an Approved Professional Person (APPP) and detailed CV indicating years of &amp; details staff's experience of civil engineering nature are compulsory.</b>				
	<b>NUMBER OF KEY STAFF:</b>				
	Number of key staff employed in the Company.	0 Pr Eng	0		
	Civil Engineer	1-2 Pr Eng	2	4	20
		3-4 Pr Eng	4		
	Professional Civil Engineer specialising in Safety of Dams related Engineering	>4 Pr Eng	5		
	Professional Civil Engineering Technologist specialising in Safety of Dams related Engineering	0 Pr Tech Eng	0	1	5
		1-2 Pr Tech Eng	2		
		3-5 Pr Tech Eng	4		
		>5 Pr Eng	5		
	<b>Attach proof of ECSA Civil Engineering registration, proof of listed by the National Department of Water and Sanitation as an Approved Professional Person (APP) and detailed CV indicating years of &amp; details staff's experience of civil engineering nature are compulsory.</b>				
	Local Economic Participation – Location of Business	Outside Gauteng	1		
		Within Gauteng	2	5	15
		Within Tshwane	3		
	<b>Municipal Rates &amp; Taxes not older than three months from tender advertisement date or Valid Lease Agreement</b>				
	<b>5. Mechanical Engineering Functional Evaluation</b>				
	CRITERIA	SUB-CRITERIA SCALE	SCALE	WEIGHT	HIGHEST POSSIBLE SCORE
	<b>Company Experience – Mechanical Engineering disciplinary professional:</b>	4 Projects	0	10	40
		1-3 Projects	1		
		4-5 Projects	2		
	Written Testimonials or References of projects involving the design and contract administration for Mechanical	6-10 Projects	3		
		>10 Projects	4		

CLAUSE NUMBER	TENDER DATA				
	engineering executed over the last 10 years				
	<b>Signed Copies of reference or testimonial letters of the completed relevant Mechanical Engineering projects to be attached.</b>				
	<b>KEY PERSONNEL EXPERIENCE:</b>				
	Years of experience as professional Mechanical Engineer/Technologist				
	Total years of experience in the Company for Professional Mechanical Engineers (Total sum of years' experience of all Professional Mechanical Engineers post registration in the Company)	0 Years 1-4 Years 5-10 Years 11-14 Years >15 Years	0 1 2 3 4	3	12
	Total years of experience in the Company for Professional Mechanical Engineering Technologists (Total sum of years' experience of all Professional Mechanical Engineering Technologists post registration in the Company)	0 Years 1-4 Years 5-10 Years 11-14 Years >15 Years	0 1 2 3 4	2	8
	<b>Attach proof of ECSA Mechanical Engineering registration and detailed CV indicating years of &amp; details staff's experience of Mechanical engineering nature are compulsory.</b>				
	<b>NUMBER OF KEY STAFF:</b>				
	<b>Number of key staff employed in the Company.</b>				
	<b>Mechanical Engineer</b>	0 Pr Eng 1-2 Pr Eng 3-4 Pr Eng >4 Pr Eng	0 2 4 5	3	15
	Professional Mechanical Engineer				
	Professional Mechanical Engineering Technologist	0 Pr Tech Eng 1-2 Pr Tech Eng 3-5 Pr Tech Eng >5 Pr Eng	0 2 4 5	2	10
	<b>Attach proof of ECSA Mechanical Engineering registration and detailed CV indicating years of &amp; details staff's experience of Mechanical engineering nature are compulsory.</b>				
	Local Economic Participation – Location of Business	Outside Gauteng Within Gauteng Within Tshwane	1 2 3	5	15
	<b>Municipal Rates &amp; Taxes not older than three months from tender advertisement date or Valid Lease Agreement</b>				
	<b>6. Electrical Engineering Functional Evaluation</b>				
	<b>CRITERIA</b>	<b>SUB-CRITERIA SCALE</b>	<b>SCALE</b>	<b>WEIGHT</b>	<b>HIGHEST POSSIBLE SCORE</b>
	<b>Company Experience – Electrical Engineering disciplinary professional:</b>	5 Projects 1-3 Projects 4-5 Projects 6-10 Projects >10 Projects	0 1 2 3 4	10	40
	Written Testimonials or References of projects involving the design and contract administration for Electrical engineering executed over the last 10 years				
	<b>Signed Copies of reference or testimonial letters of the completed relevant Electrical Engineering projects to be attached.</b>				
	<b>KEY PERSONNEL EXPERIENCE:</b>				

CLAUSE NUMBER	TENDER DATA				
	Years of experience as professional Electrical Engineer/Technologist				
	Total years of experience in the Company for Professional Electrical Engineers (Total sum of years' experience of all Professional Electrical Engineers post registration in the Company)	0 Years 1-4 Years 5-10 Years 11-14 Years >15 Years	0 1 2 3 4	3	12
	Total years of experience in the Company for Professional Mechanical Engineering Technologists (Total sum of years' experience of all Professional Electrical Engineering Technologists post registration in the Company)	0 Years 1-4 Years 5-10 Years 11-14 Years >15 Years	0 1 2 3 4	2	8
	<b>Attach proof of ECSA Electrical Engineering registration and detailed CV indicating years of &amp; details staff's experience of Electrical engineering nature are compulsory.</b>				
	<b>NUMBER OF KEY STAFF:</b>				
	Number of key staff employed in the Company. Electrical Engineer Professional Electrical Engineer	0 Pr Eng 1-2 Pr Eng 3-4 Pr Eng >4 Pr Eng	0 2 4 5	3	15
	Professional Electrical Engineering Technologist	0 Pr Tech Eng 1-2 Pr Tech Eng 3-5 Pr Tech Eng >5 Pr Eng	0 2 4 5	2	10
	<b>Attach proof of ECSA Electrical Engineering registration and detailed CV indicating years of &amp; details staff's experience of Electrical engineering nature are compulsory.</b>				
	Local Economic Participation – Location of Business	Outside Gauteng Within Gauteng Within Tshwane	1 2 3	5	15
	<b>Municipal Rates &amp; Taxes not older than three months from tender advertisement date or Valid Lease Agreement</b>				
	<b>7. Architectural Functional Evaluation</b>				
	<b>CRITERIA</b>	<b>SUB-CRITERIA SCALE</b>	<b>SCALE</b>	<b>WEIGHT</b>	<b>HIGHEST POSSIBLE SCORE</b>
	<b>Company Experience – Architectural disciplinary professional:</b>	6 Projects 1-3 Projects 4-5 Projects 6-10 Projects >10 Projects	0 1 2 3 4	10	40
	Written Testimonials or References of projects involving the design and contract administration for Architectural projects executed over the last 10 years				
	<b>Signed Copies of reference or testimonial letters of the completed relevant Architectural projects to be attached.</b>				
	<b>KEY PERSONNEL EXPERIENCE:</b>				
	Years of experience as professional Architect	0 Years 1-4 Years 5-10 Years 11-14 Years >15 Years	0 1 2 3 4	3	12

CLAUSE NUMBER	TENDER DATA				
	Architectural post registration in the Company)				
	Total years of experience in the Company for Professional Senior Architectural Technologists (Total sum of years' experience of all Professional Senior Architectural Technologists post registration in the Company)	0 Years 1-4 Years 5-10 Years 11-14 Years >15 Years	0 1 2 3 4	2	8
	<b>Attach proof of SACAP Architectural registration and detailed CV indicating years of &amp; details staff's experience of Architectural nature are compulsory.</b>				
	<b>NUMBER OF KEY STAFF:</b>				
	<b>Number of key staff employed in the Company.</b> <b>Architect</b>	0 Pr Arch 1-2 Pr Arch 3-4 Pr Arch >4 Pr Arch	0 2 4 5	2	10
	Professional Architect				
	Professional Senior Architect Technologist	0 Pr SArchT 1-2 Pr SArchT 3-5 Pr SArchT >5 Pr SArchT	0 2 4 5	2	10
	Professional Architect Technologist	0 Pr ArchT 1-2 Pr ArchT 3-5 Pr ArchT >5 Pr ArchT	0 2 4 5	1	5
	<b>Attach proof of SACAP Architectural registration and detailed CV indicating years of &amp; details staff's experience of Architect nature are compulsory.</b>				
	Local Economic Participation – Location of Business	Outside Gauteng Within Gauteng Within Tshwane	1 2 3	5	15
	<b>Municipal Rates &amp; Taxes not older than three months from tender advertisement date or Valid Lease Agreement</b>				
	<b>8. Construction Project Manager Functional Evaluation</b>				
	<b>CRITERIA</b>	<b>SUB-CRITERIA SCALE</b>	<b>SCALE</b>	<b>WEIGHT</b>	<b>HIGHEST POSSIBLE SCORE</b>
	<b>Company Experience – Construction Project management disciplinary professional:</b>	7 Projects 1-3 Projects 4-5 Projects 6-10 Projects >10 Projects	0 1 2 3 4	10	40
	Written Testimonials or References of projects involving the Construction project management for infrastructure projects executed over the last 10 years				
	<b>Signed Copies of reference or testimonial letters of the completed relevant infrastructure projects to be attached.</b>				
	<b>KEY PERSONNEL EXPERIENCE:</b>				
	Years of experience as Professional Construction Project Manager	0 Years 1-4 Years 5-10 Years 11-14 Years >15 Years	0 1 3 4 5	6	30
	Total years of experience in the Company for Professional Construction Project Manager (Total sum of years' experience of all Construction Project				

CLAUSE NUMBER	TENDER DATA				
	Manager post registration in the Company)				
	<b>Attach proof of SACPCMP Construction Project Manager registration and detailed CV indicating years of &amp; details staff's experience of Construction Project Manager nature are compulsory.</b>				
	<b>NUMBER OF KEY STAFF:</b>				
	<b>Number of key staff employed in the Company.</b>				
	<b>Construction Project Manager</b>	0 Pr CPM	0	3	15
		1-2 Pr CPM	2		
		3-4 Pr CPM	4		
	Professional Construction Project Manager	>4 Pr CPM	5		
	<b>Attach proof of SACPCMP Construction Project Manager registration and detailed CV indicating years of &amp; details staff's experience of Construction Project Manager nature are compulsory.</b>				
	Local Economic Participation – Location of Business	Outside Gauteng	1	5	15
		Within Gauteng	2		
		Within Tshwane	3		
	<b>Municipal Rates &amp; Taxes not older than three months from tender advertisement date or Valid Lease Agreement</b>				
	<b>9. Quantity Surveyor Functional Evaluation</b>				
	<b>CRITERIA</b>	<b>SUB-CRITERIA SCALE</b>	<b>SCALE</b>	<b>WEIGHT</b>	<b>HIGHEST POSSIBLE SCORE</b>
	<b>Company Experience – Quantity Surveyor disciplinary professional:</b>	8 Projects	0	10	40
		1-3 Projects	1		
		4-5 Projects	2		
	Written Testimonials or References of projects involving the design and contract administration for infrastructure projects executed over the last 10 years	6-10 Projects	3		
		>10 Projects	4		
	<b>Signed Copies of reference or testimonial letters of the completed relevant infrastructure projects as Quantity Surveyor to be attached.</b>				
	<b>KEY PERSONNEL EXPERIENCE:</b>				
	Years of experience as professional Quantity Surveyor	0 Years	0	4	20
		1-4 Years	1		
	Total years of experience in the Company for Professional Quantity Surveyor (Total sum of years' experience of all Quantity Surveyor post registration in the Company)	5-10 Years	3		
		11-14 Years	4		
		>15 Years	5		
	<b>Attach proof of SACSQP Quantity Surveyor registration and detailed CV indicating years of &amp; details staff's experience of Quantity Surveyor nature are compulsory.</b>				
	<b>NUMBER OF KEY STAFF:</b>				
	<b>Number of key staff employed in the Company.</b>				
	<b>Quantity Surveyor</b>	0 Pr QS	0	4	20
		1-2 Pr QS	2		
		3-4 Pr QS	4		
	Professional Quantity Surveyor	>4 Pr QS	5		
	<b>Attach proof of SACSQP Quantity Surveyor registration and detailed CV indicating years of &amp; details staff's experience of Quantity Surveyor nature are compulsory.</b>				
	Local Economic Participation – Location of Business	Outside Gauteng	1	5	15
		Within Gauteng	2		
		Within Tshwane	3		

CLAUSE NUMBER	TENDER DATA				
	<b>Municipal Rates &amp; Taxes not older than three months from tender advertisement date or Valid Lease Agreement</b>				
	<b>10. Town Planner Functional Evaluation</b>				
	<b>CRITERIA</b>	<b>SUB-CRITERIA SCALE</b>	<b>SCALE</b>	<b>WEIGHT</b>	<b>HIGHEST POSSIBLE SCORE</b>
	<b>Company Experience – Town Planner disciplinary professional:</b>  Written Testimonials or References of projects involving the town planning and administration of projects executed over the last 10 years	9 Projects 1-3 Projects 4-5 Projects 6-10 Projects >10 Projects	0 1 2 3 4	10	40
	<b>Signed Copies of reference or testimonial letters of the completed relevant Town Planner projects to be attached.</b>				
	<b>KEY PERSONNEL EXPERIENCE:</b>  Years of experience as professional Planner  Total years of experience in the Company for Professional Planner (Total sum of years' experience of all Planner post registration in the Company)	0 Years 1-4 Years 5-10 Years 11-14 Years >15 Years	0 1 2 3 4	3	12
	Total years of experience in the Company for Professional Planner Technologists (Total sum of years' experience of all Professional Planner Technologists post registration in the Company)	0 Years 1-4 Years 5-10 Years 11-14 Years >15 Years	0 1 2 3 4	2	8
	<b>Attach proof of SACPLAN Planner registration and detailed CV indicating years of &amp; details staff's experience of Town Planning nature are compulsory.</b>				
	<b>NUMBER OF KEY STAFF:</b>  Number of key staff employed in the Company. <b>Town Planner</b>  Professional Planner	0 Pr Pln 1-2 Pr Pln 3-4 Pr Pln >4 Pr Pln	0 2 4 5	3	15
	Professional Planner Technologist	0 Pr Pln Tech 1-2 Pr Pln Tech 3-5 Pr Pln Tech >5 Pr Pln Tech	0 2 4 5	2	10
	<b>Attach proof of SACPLAN Planner registration and detailed CV indicating years of &amp; details staff's experience of Town Planning nature are compulsory.</b>				
	Local Economic Participation – Location of Business	Outside Gauteng Within Gauteng Within Tshwane	1 2 3	5	15
	<b>Municipal Rates &amp; Taxes not older than three months from tender advertisement date or Valid Lease Agreement</b>				
	<b>11. Environmental Assessment Practitioner Functional Evaluation</b>				
	<b>CRITERIA</b>	<b>SUB-CRITERIA SCALE</b>	<b>SCALE</b>	<b>WEIGHT</b>	<b>HIGHEST POSSIBLE SCORE</b>
	<b>Company Experience –Environmental Assessment Practitioner disciplinary professional:</b>	10 Projects 1-3 Projects 4-5 Projects	0 1 2	10	40

CLAUSE NUMBER	TENDER DATA				
	Written Testimonials or References of projects involving the environmental assessments and all related matters of projects executed over the last 10 years	6-10 Projects >10 Projects	3 4		
	<b>Signed Copies of reference or testimonial letters of the completed relevant Environmental Assessment Practitioner projects to be attached.</b>				
	<b>KEY PERSONNEL EXPERIENCE:</b>  Years of experience as professional Environmental Assessment Practitioner  Total years of experience in the Company for Professional Environmental Assessment Practitioner  (Total sum of years' experience of all Environmental Assessment Practitioner post registration in the Company)	0 Years 1-4 Years 5-10 Years 11-14 Years >15 Years	0 1 3 4 5	5	25
	<b>Attach proof of EAPASA Environmental Assessment Practitioner registration and detailed CV indicating years of &amp; details staff's experience of Environmental nature are compulsory.</b>				
	<b>NUMBER OF KEY STAFF:</b>  Number of key staff employed in the Company. Environmental Assessment Practitioner  Professional Environmental Assessment Practitioner	0 Pr EAP 1-2 Pr EAP 3-4 Pr EAP >4 Pr EAP	0 2 4 5	4	20
	<b>Attach proof of SACPLAN Environmental Impact Assessment Practitioner registration and detailed CV indicating years of &amp; details staff's experience of Environmental Impact nature are compulsory.</b>				
	Local Economic Participation – Location of Business	Outside Gauteng Within Gauteng Within Tshwane	1 2 3	5	15
	<b>Municipal Rates &amp; Taxes not older than three months from tender advertisement date or Valid Lease Agreement</b>				
	<b>12. Land Surveyor Functional Evaluation</b>				
	<b>CRITERIA</b>	<b>SUB-CRITERIA SCALE</b>	<b>SCALE</b>	<b>WEIGHT</b>	<b>HIGHEST POSSIBLE SCORE</b>
	<b>Company Experience – Land Surveyor disciplinary professional:</b>  Written Testimonials or References of projects involving the land surveying of projects executed over the last 10 years	11 Projects 1-3 Projects 4-5 Projects 6-10 Projects >10 Projects	0 1 2 3 4	10	40
	<b>Signed Copies of reference or testimonial letters of the completed relevant Land Surveyor projects to be attached.</b>				
	<b>KEY PERSONNEL EXPERIENCE:</b>  Years of experience as professional Land Surveyor  Total years of experience in the Company for Professional Land Surveyor	0 Years 1-4 Years 5-10 Years 11-14 Years >15 Years	0 1 2 3 4	3	12



CLAUSE NUMBER	TENDER DATA				
	(Total sum of years' experience of all Land Surveyor post registration in the Company)				
	Total years of experience in the Company for Professional Land Surveyor Technologists	0 Years 1-4 Years 5-10 Years 11-14 Years >15 Years	0 1 2 3 4	2	8
	(Total sum of years' experience of all Professional Land Surveyor Technologists post registration in the Company)				
	<b>Attach proof of SAGC Land Surveyor registration and detailed CV indicating years of &amp; details staff's experience of Land Surveying nature are compulsory.</b>				
	<b>NUMBER OF KEY STAFF:</b>				
	<b>Number of key staff employed in the Company.</b>				
	<b>Land Surveyor</b>	0 Pr G 1-2 Pr G 3-4 Pr G >4 Pr G	0 2 4 5	3	15
	Professional Land Surveyor				
	Professional Land Surveyor Technologist	0 Pr GTech 1-2 Pr GTech 3-5 Pr GTech >5 Pr GTech	0 2 4 5	2	10
	<b>Attach proof of SAGC Land Surveyor registration and detailed CV indicating years of &amp; details staff's experience of Land Surveying nature are compulsory.</b>				
	Local Economic Participation – Location of Business	Outside Gauteng Within Gauteng Within Tshwane	1 2 3	5	15
	<b>Municipal Rates &amp; Taxes not older than three months from tender advertisement date or Valid Lease Agreement</b>				
	<b>13. Geotechnical Engineering Functional Evaluation</b>				
	<b>CRITERIA</b>	<b>SUB-CRITERIA SCALE</b>	<b>SCALE</b>	<b>WEIGHT</b>	<b>HIGHEST POSSIBLE SCORE</b>
	<b>Company Experience – Geotechnical Engineering disciplinary professional:</b>	12 Projects 1-3 Projects 4-5 Projects 6-10 Projects >10 Projects	0 1 2 3 4	10	40
	Written Testimonials or References of projects involving the design and contract administration for Geotechnical engineering executed over the last 10 years				
	<b>Signed Copies of reference or testimonial letters of the completed relevant Geotechnical Engineering projects to be attached.</b>				
	<b>KEY PERSONNEL EXPERIENCE:</b>				
	Years of experience as professional Geotechnical Engineer/Technologist				
	Total years of experience in the Company for Professional Geotechnical Engineers specialising in Traffic Engineering (Total sum of years' experience of all Professional Geotechnical Engineers post registration in the Company)	0 Years 1-4 Years 5-10 Years 11-14 Years >15 Years	0 1 2 3 4	3	12
	Total years of experience in the Company for Professional Geotechnical Engineering Technologists specialising	0 Years 1-4 Years 5-10 Years	0 1 2	2	8

CLAUSE NUMBER	TENDER DATA				
	in Traffic Engineering (Total sum of years' experience of all Professional Geotechnical Engineering Technologists post registration in the Company)	11-14 Years >15 Years	3 4		
	<b>Attach proof of ECSA Geotechnical Engineering registration and detailed CV indicating years of &amp; details staff's experience of Geotechnical engineering nature are compulsory.</b>				
	<b>NUMBER OF KEY STAFF:</b>  <b>Number of key staff employed in the Company. Geotechnical Engineer</b>  Professional Geotechnical Engineer specialising in Geotechnical Engineering	0 Pr Eng 1-2 Pr Eng 3-4 Pr Eng >4 Pr Eng	0 2 4 5	4	20
	Professional Geotechnical Engineering Technologist specialising in Traffic Engineering	0 Pr Tech Eng 1-2 Pr Tech Eng 3-5 Pr Tech Eng >5 Pr Eng	0 2 4 5	1	5
	<b>Attach proof of ECSA Geotechnical Engineering registration and detailed CV indicating years of &amp; details staff's experience of Geotechnical engineering nature are compulsory.</b>				
	Local Economic Participation – Location of Business	Outside Gauteng Within Gauteng Within Tshwane	1 2 3	5	15
	<b>Municipal Rates &amp; Taxes not older than three months from tender advertisement date or Valid Lease Agreement</b>				
	<b>14. Social Facilitator Functional Evaluation</b>				
	<b>CRITERIA</b>	<b>SUB-CRITERIA SCALE</b>	<b>SCALE</b>	<b>WEIGHT</b>	<b>HIGHEST POSSIBLE SCORE</b>
	<b>Company Experience – Social Facilitator disciplinary professional:</b>  Written Testimonials or References of projects involved as Social Facilitator all related matters of projects executed over the last 10 years	13 Projects 1-3 Projects 4-5 Projects 6-10 Projects >10 Projects	0 1 2 3 4	10	40
	<b>Signed Copies of reference or testimonial letters of the completed relevant Social Facilitator appointments to be attached.</b>				
	<b>KEY PERSONNEL EXPERIENCE:</b>  Years of experience as Social Facilitator  Total years of experience in the Company for Social Facilitator  (Total sum of years' experience of all Social Facilitator in the Company)	0 Years 1-4 Years 5-10 Years >10 Years	0 1 3 5	5	25
	<b>Attach detailed CV indicating years of &amp; details staff's experience of Social Facilitator nature are compulsory.</b>				
	<b>NUMBER OF KEY STAFF:</b>  <b>Number of key staff employed in the Company. Social Facilitator</b>	0 Social Facilitator 1-2 Social Facilitators 3-4 Social Facilitators >4 Social Facilitators	0 2 4 5	4	20

CLAUSE NUMBER	TENDER DATA				
	<b>Attach CV indicating years of &amp; details staff's experience of Environmental Impact nature are compulsory.</b>				
	Local Economic Participation – Location of Business	Outside Gauteng Within Gauteng Within Tshwane	1 2 3	5	15
	<b>Municipal Rates &amp; Taxes not older than three months from tender advertisement date or Valid Lease Agreement</b>				
	<b>15. Landscape Architectural Functional Evaluation</b>				
	<b>CRITERIA</b>	<b>SUB-CRITERIA SCALE</b>	<b>SCALE</b>	<b>WEIGHT</b>	<b>HIGHEST POSSIBLE SCORE</b>
	<b>Company Experience – Landscape Architectural disciplinary professional:</b>  Written Testimonials or References of projects involving the design and contract administration for Landscape Architectural projects executed over the last 10 years	14 Projects 1-3 Projects 4-5 Projects 6-10 Projects >10 Projects	0 1 2 3 4	10	40
	<b>Signed Copies of reference or testimonial letters of the completed relevant Landscape Architectural projects to be attached.</b>				
	<b>KEY PERSONNEL EXPERIENCE:</b>  Years of experience as professional Landscape Architect  Total years of experience in the Company for Professional Architect (Total sum of years' experience of all Landscape Architectural post registration in the Company)	0 Years 1-4 Years 5-10 Years 11-14 Years >15 Years	0 1 2 3 4	3	12
	Total years of experience in the Company for Professional Landscape Architectural Technologists (Total sum of years' experience of all Professional Landscape Architectural Technologists post registration in the Company)	0 Years 1-4 Years 5-10 Years 11-14 Years >15 Years	0 1 2 3 4	2	8
	<b>Attach proof of SACLAP Landscape Architectural registration and detailed CV indicating years of &amp; details staff's experience of Landscape Architectural nature are compulsory.</b>				
	<b>NUMBER OF KEY STAFF:</b>  Number of key staff employed in the Company. <b>Landscape Architect</b>  Professional Landscape Architect	0 Pr LArch 1-2 Pr LArch 3-4 Pr LArch >4 Pr LArch	0 2 4 5	3	15
	Professional Landscape Architect Technologist	0 Pr Techno 1-2 Pr Techno 3-5 Pr Techno >5 Pr Techno	0 2 4 5	2	10
	<b>Attach proof of SACLAP Landscape Architectural registration and detailed CV indicating years of &amp; details staff's experience of Landscape Architect nature are compulsory.</b>				
	Local Economic Participation – Location of Business	Outside Gauteng Within Gauteng Within Tshwane	1 2 3	5	15
	<b>Municipal Rates &amp; Taxes not older than three months from tender advertisement date or Valid Lease Agreement</b>				
	<b>16. Urban Designer Functional Evaluation</b>				

CLAUSE NUMBER	TENDER DATA				
	<b>CRITERIA</b>	<b>SUB-CRITERIA SCALE</b>	<b>SCALE</b>	<b>WEIGHT</b>	<b>HIGHEST POSSIBLE SCORE</b>
	<b><u>Company Experience – Urban Designer disciplinary professional:</u></b>  Written Testimonials or References of projects involving the Urban Design planning and administration of projects executed over the last 10 years	15 Projects 1-3 Projects 4-5 Projects 6-10 Projects >10 Projects	0 1 2 3 4	10	40
	<b>Signed Copies of reference or testimonial letters of the completed relevant Urban Design projects to be attached.</b>				
	<b><u>KEY PERSONNEL EXPERIENCE:</u></b>  Years of experience as Urban Designer  Total years of experience in the Company for Urban Design (Total sum of years’ experience of all Urban Design post registration in the Company)	0 Years 1-4 Years 5-10 Years 11-14 Years >15 Years	0 1 3 4 5	5	25
	<b><i>Attach proof of SACPLAN or ECSA or SACAP or SACAP registration and detailed CV indicating years of &amp; details staff’s experience of Urban Design nature are compulsory.</i></b>				
	<b><u>NUMBER OF KEY STAFF:</u></b>  Number of key staff employed in the Company. Urban Designer	0 Urban Designer 1-2 Urban Designer 3-4 Urban Designer Designer >4 Urban Designer	0 2 4 5	4	20
	<b><i>Attach proof of SACPLAN or ECSA or SACAP or SACAP registration and detailed CV indicating years of &amp; details staff’s experience of Urban Design nature are compulsory.</i></b>				
	Local Economic Participation – Location of Business	Outside Gauteng Within Gauteng Within Tshwane	1 2 3	5	15
	<b><i>Municipal Rates &amp; Taxes not older than three months from tender advertisement date or Valid Lease Agreement</i></b>				
	Functionality shall be scored by not less than three evaluators <b><u>who are fully conversant with the technical aspects of the scope of works</u></b> and in accordance with the following schedules:  Terms of reference for Functionality Evaluation RD.D.2 Evaluation Schedule: Schedule of Tenderer’s Experience RD.D.3 Evaluation Schedule: Service areas provided RD.D.4 Evaluation Schedule: Check list for functional evaluation RD.D.6 Evaluation Schedule: Experience of Key Staff RD.D.7 Evaluation Schedule: Curriculum vitae of key personnel RD.D.8 Evaluation Schedule: Promotion of Local Enterprises  <b>The minimum number of evaluation points for functionality is 70 per category.</b>				
C.2.2	Cost of Tendering	The employer will not compensate the tenderer for any costs incurred in attending interviews or making any submissions in the office of the employer.			
C.2.5	Reference Documents	<b>Add the following:</b>			

CLAUSE NUMBER	TENDER DATA
	<p>Unless specified otherwise in this document, the following standards and conditions of contract will be applicable under this Contract:</p> <ul style="list-style-type: none"> <li>The document <b><i>“Standard Specifications for Municipal Civil Engineering Works”, Third Edition, 2005</i></b> issued by the Divisional Head: Roads and Stormwater of the City of Tshwane.</li> </ul> <p>This document is obtainable free of charge on the website <a href="http://www.tshwane.gov.za">www.tshwane.gov.za</a>.</p> <ul style="list-style-type: none"> <li>The document <b><i>“Standard Specifications for Municipal Electrical Engineering Works”, First Edition, 2010</i></b>.</li> <li>The latest print version as current at 30 days before close of tenders of the document <b><i>“NEC3: Professional Services Contracts, April 2013”</i></b> including corrections thereto as current at 30 days before close of tenders.</li> </ul> <p>The document may be purchased in hard copy from the <i>South African Institution of Civil Engineering</i> or may be purchased online as an electronic reference document in PDF format by following the relevant links on <a href="http://www.saice.org.za">www.saice.org.za</a>. The corrections may be downloaded from the SAICE website <a href="http://www.saice.org.za">www.saice.org.za</a>.</p>
C.2.7 Clarification meeting	<p>The arrangements for a <b><u>compulsory</u></b> clarification meeting are as stated in the tender notice and invitation to tender</p> <p>Confirmation of attendance will be recorded on site in the attendance register to be signed by all tenderers. Addenda will be issued to and tenders received from those tendering entities appearing on the attendance register.</p> <p>Tender documents will not be made available at the clarification meeting.</p>
C.2.8 Seek clarification	<p><b><u>Replace</u></b> the clause with the following:</p> <p><i>Request clarification of the tender documents, if necessary, by notifying the employer at least <b><u>7 (seven) working days</u></b> before the closing time stated in the tender data.</i></p>
C.2.12 Alternative offers	<p>Alternative tender offers will <b><u>not</u></b> be considered.</p>
C.2.13 Submitting a tender offer	<ul style="list-style-type: none"> <li>The tender offer <b><u>shall be completed in non-erasable black ink</u></b></li> <li>Any entry made by the tenderer in the document which the tenderer desires to change, <b><u>shall not be erased or painted out</u></b>. A line shall be drawn through the incorrect entry and the correct entry shall be written above in <b><u>non-erasable black ink</u></b> and the <b><u>full signature</u></b> of the tenderer shall be placed next to the correction.</li> </ul>
C.2.13.3	<p>Parts of each tender offer communicated on paper shall be submitted as an <b><u>original, plus a scanned copy in PDF format on a compact disc</u></b>.</p> <p><b>In addition to the hard copy submission, each tenderer is required to submit a scanned copy of the <u>fully completed and signed</u> tender submission document. This is to be on a Compact Disc (CD or DVD) attached to the original tender submission documents, adequately identifiable as belonging to the tenderer, be in PDF format scanned at 400 DPI, and be in full colour.</b></p>
C.2.13.4	<p><b><u>Add</u></b> the following to the clause</p>

CLAUSE NUMBER	TENDER DATA
	<p><i>Only authorised signatories may sign the original and all copies of the tender offer where required.</i></p> <p><i>In the case of a <b>ONE-PERSON CONCERN</b> submitting a tender, this shall be clearly stated.</i></p> <p><i>In the case of a <b>COMPANY</b> submitting a tender, include a copy of a <b><u>resolution by its board of directors</u></b> authorising a director or other official of the company to sign the documents on behalf of the company.</i></p> <p><i>In the case of a <b>CLOSE CORPORATION</b> submitting a tender, include a copy of a <b><u>resolution by its members</u></b> authorising a member or other official of the corporation to sign the documents on each member's behalf.</i></p> <p><i>In the case of a <b>PARTNERSHIP</b> submitting a tender, <b><u>all the partners</u></b> 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 <b><u>proof of such authorisation</u></b> shall be included in the Tender.</i></p> <p><i>In the case of a <b>JOINT VENTURE/CONSORTIUM</b> submitting a tender, include a <b><u>resolution of each company</u></b> of the joint venture together with a <b><u>resolution by its members</u></b> authorising a member of the joint venture to sign the documents on behalf of the joint venture.</i></p> <p><b><u>Accept that failure to submit proof of authorisation to sign the tender shall result in the tender offer being regarded as non-responsive.</u></b></p>
C.2.13.5	<p>The identification details are:</p> <p>Tender Reference: <b>COO 01-2021/22</b></p> <p>Tender Description: <b>Framework Contract for Multidisciplinary Professional Engineering Services for Various Projects in Tshwane, As and When Required, for a Three (3) Year Period.</b></p> <p>Closing Time: <b>10h00</b></p> <p>Closing Date: <b>02 March 2022</b></p> <p>Each tender shall be enclosed in a sealed envelope, bearing the correct identification details and shall be placed in the tender box located at:</p> <p><b>PROCUREMENT ADVICE CENTRE  (TENDER BOX AT THE ENTRANCE OF C DE WET CENTRE)  C DE WET CENTRE  175 E'SKIA MPHAPHELE (DF MALAN) DRIVE  PRETORIA WEST</b></p> <p>This address is 24 hours available for delivery of tender offers.</p>
C.2.13.9	Telephonic, telegraphic, telex, facsimile or e-mailed offers will <b><u>not be</u></b> accepted.
C.2.13.10	<p><b><u>Add</u></b> the following sub- clause C.2.13.10:</p> <p><i>Accept that all conditions, which are printed or written upon any stationery used by the Tenderer for the purpose of or in connection with the submission of a tender</i></p>

CLAUSE NUMBER	TENDER DATA
	<i>offer for this Contract, which are in conflict with the conditions laid down in this document shall be waived, renounced and abandoned.</i>
C.2.14 Information and data to be completed in all respects	<p><b>Add</b> the following to the clause:</p> <p><i>The Tenderer is required to enter information in the following sections of the document:</i></p> <p><i>Section T2.2 : Returnable Schedules</i>  <i>Section C1.1 : Form of Offer and Acceptance</i>  <i>Section C1.2 : Contract Data (Part 2)</i></p> <p><i>The above sections shall be signed by the Tenderer (and witnesses where required). Individual pages should only be initialled by the successful Tenderer and by the witnesses after acceptance by the Employer of the Tender Offer.</i></p> <p><i>The Tenderer shall complete and sign the Form of Offer prior to the submission of a Tender Offer.</i></p> <p><i>The Schedule of Deviations (if applicable) shall be signed by the successful Tenderer after acceptance by the Employer of the Tender Offer.</i></p> <p><i>Accept that failure on the part of the Tenderer to submit any one of the Returnable Documents listed in Part T2 – Returnable Documents within the period stipulated, shall be just cause for the Employer to consider the tender offer as being regarded as non-responsive.</i></p> <p><i>Accept that the Employer shall in the evaluation of tender offers take due account of the Tenderer’s past performance in the execution of similar engineering works of comparable magnitude, and the degree to which he possesses the necessary technical, financial and other resources to enable him to complete the Works successfully within the contract period. Satisfy the Employer and the Engineer as to his ability to perform and complete the Works timeously, safely and with satisfactory quality, and furnish details in Part T2 – Returnable Documents.</i></p>
C.2.15 Closing time	The closing time for submission of tender offers is stated in the tender notice and invitation to tender.
C.2.16 Tender offer validity  C.2.16.5	<p>The tender offer validity period is <b>90 days</b>.</p> <p><b>Add</b> the following new clause</p> <p><i>If the tender validity period expires on a Saturday, Sunday or public holiday, the tender offer shall remain valid and open for acceptance until closure of business on the following working day.</i></p>
C.2.18 Provide other material	The tenderer shall, when requested by the employer to do so, submit the names of all design, management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
C.2.20 Submit securities, bonds, policies, etc.	The tenderer is required to submit with his tender proof of his Professional Indemnity Insurance.
C.2.23 Certificates	Refer to part T2 of this procurement document for a list of the documents that are to be returned with the tender.

CLAUSE NUMBER	TENDER DATA
<p>C.2.24 <i>Canvassing and obtaining of additional information by tenderers</i></p>	<p><b>Add</b> the following new clause</p> <p><i>The Tenderer shall not make any attempt either directly or indirectly to canvass any of the Employer's officials or the Employer's agent in respect of his tender, after the opening of the tenders but prior to the Employer arriving at a decision thereon.</i></p> <p><i>The Tenderer shall not make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders.</i></p>
<p>C.2.25 <i>Prohibitions on awards to persons in service of the state</i></p>	<p><b>Add</b> the following new clause</p> <p><i>The Employer is prohibited to award a tender to a person -</i></p> <ol style="list-style-type: none"> <li><i>who is in the service of the state; or</i></li> <li><i>if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or</i></li> <li><i>a person who is an advisor or consultant contracted with the municipality or municipal entity.</i></li> </ol> <p><b><i>In the service of the state means to be -</i></b></p> <ol style="list-style-type: none"> <li><i>a member of:-</i> <ul style="list-style-type: none"> <li><i>any municipal council;</i></li> <li><i>any provincial legislature; or</i></li> <li><i>the National Assembly or the National Council of Provinces;</i></li> </ul> </li> <li><i>a member of the board of directors of any municipal entity;</i></li> <li><i>an official of any municipality or municipal entity;</i></li> <li><i>an employee of any national or provincial department;</i></li> <li><i>provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);</i></li> <li><i>a member of the accounting authority of any national or provincial public entity; or</i></li> <li><i>an employee of Parliament or a provincial legislature.</i></li> </ol> <p>In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 of this procurement document must be completed.</p>
<p>C.2.26 <i>Awards to close family members of persons in the service of the state</i></p>	<p><b>Add</b> the following new clause</p> <p><i>Accept that the notes to the Employer's annual financial statements must disclose particulars of any award of more than R2000 to a person who is a spouse, child or parent of a person in the service of the state (defined in clause F2.25), or has been in the service of the state in the previous twelve months, including -</i></p> <ol style="list-style-type: none"> <li><i>the name of that person;</i></li> <li><i>the capacity in which that person is in the service of the state; and</i></li> <li><i>the amount of the award.</i></li> </ol> <p>In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 of this procurement document must be completed.</p>
<p>C.2.27 <i>Vendor registration</i></p>	<p><b>Add</b> the following new clause</p> <p><i>The tenderer will be required registering as a supplier/ service provider on the City of Tshwane's vendor register before any payment can be done.</i></p>



CLAUSE NUMBER	TENDER DATA
	<p><i>If the tenderer is already registered as a vendor, it is required to record the vendor number in space provided on the cover page of this Tender document.</i></p> <p><i>Vendor registration documents are available from the Procurement Advice Centre or can be downloaded from:</i></p> <p><a href="http://www.tshwane.gov.za/Business/Pages/Registration-of-Suppliers-(Vendors).aspx">http://www.tshwane.gov.za/Business/Pages/Registration-of-Suppliers-(Vendors).aspx</a></p> <p><i>All parties of a joint venture or consortium submitting a tender shall comply with the requirements of this clause.</i></p>
C.2.28 Tax	<p><b>Add</b> the following new clause</p> <p><b>National Treasury SCM Instruction no. 7 of 2017/18 clause 4 application during SCM Processes state that:</b></p> <p><i>The designated official(s) must verify the tenderer's tax compliance status prior to the finalisation of the award of the tender or price quotation.</i></p> <p><i>Where the recommended tenderer is not tax compliant, the tenderer should be notified of their non-compliant status and the tenderer must be requested to submit to the municipality or municipal entity, within 7 working days, written proof from South African Revenue Services of their tax compliance status or proof from SARS that they have made an arrangement to meet their outstanding tax obligations. The proof of tax compliance status submitted by the tenderer to the municipality or municipal entity must be verified via the Central Supplier Database or eFiling</i></p> <p><i>Accept that the tenderer will be rejected if such tenderer fails to provide proof of tax compliance status in terms of clause 4.2 of National Treasury SCM Instruction no. 7 of 2017/18</i></p>
C2.29 B-BBEE Status Level of Contributor	<p><b>Add</b> the following new clause</p> <p><i>A valid 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) must be submitted with this tender document</i></p> <p><i>In the case of a Joint Venture/Consortium a valid B-BBEE Status Level of Contributor certificate must be submitted by each individual party to the Joint Venture/Consortium.</i></p> <p><i>Failure by the tenderer to comply with this clause will result in the tenderer scoring 0 points for preference.</i></p>
C.3.1 Respond to requests from the tenderer  C.3.1.1	<p></p> <p>The employer will respond to requests for clarification up to <b>7 (seven) working days</b> before the tender closing time.</p>
C.3.4 Opening of tender submissions	<p>Tenders will be opened immediately after the closing time for tenders.</p> <p><b>Only the tenderer's name will be announced</b></p>

CLAUSE NUMBER		TENDER DATA
C.3.11	Evaluation of tender offers	<b><i>All tenderers who submitted responsive tenders will be accepted on the panel</i></b>
C.3.11.1	General	Method 1 will be used to evaluate all responsive tender offers in terms of Clause C.3.11.2 of the Standard Conditions of Tender
C.3.13	Acceptance of Tender Offer	<p>Tender offers will only be accepted if:</p> <ul style="list-style-type: none"> <li>a.) the tenderer complies with the eligibility criteria stated in clause C.2.1</li> <li>b.) the tenderer is able to provide proof of tax compliance status in terms of clause 4.2 of National Treasury SCM Instruction no. 7 of 2017/18;</li> <li>c.) the tenderer is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges;</li> <li>d.) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;</li> <li>e.) the tenderer has not: <ul style="list-style-type: none"> <li>i) abused the Employer's Supply Chain Management System; or</li> <li>ii) failed to perform on any previous contract and has been given a written notice to this effect.</li> </ul> </li> <li>f.) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract;</li> <li>g.) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;</li> </ul>
C. 3.17	Copies of Contract	One signed copy of contract shall be provided by the Employer to the successful Tenderer.

## T1.3 STANDARD CONDITIONS OF TENDER

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**C.1 General**

**C.1.1 Actions**

**C.1.1.1** The Employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in C.2 and C.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

**C.1.1.2** The Employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the Employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

**Note:**

- 1) *A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.*
- 2) *Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.*

**C.1.1.3** The Employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

**C.1.2 Tender Documents**

The documents issued by the Employer for the purpose of a tender offer are listed in the tender data.

**C.1.3 Interpretation**

**C.1.3.1** The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

**C.1.3.2** These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

**C.1.3.3** For the purposes of these conditions of tender, the following definitions apply:

a) **conflict of interest** means any situation which:

- i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
- ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
- iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.

b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;

c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the Employer or his staff or agents in the tender process;

- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the Employer, including collusive practices intended to establish prices at artificial levels;

#### **C.1.4 Communication and Employer's agent**

Each communication between the Employer and a tenderer shall be to or from the Employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The Employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the Employer's agent are stated in the tender data.

#### **C.1.5 Cancellation and re-invitation of tenders**

##### **C.1.5.1** An organ of state may, prior to the award of the tender, cancel the tender if-

- (a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or
- (b) funds are no longer available to cover the total envisaged expenditure;
- (c) no acceptable tenders are received; or
- (d) there is a material irregularity in the tender process.

##### **C.1.5.2** The decision to cancel the tender must be published in the same manner in which the original tender invitation was advertised.

##### **C.1.5.3** An Employer may only with the prior approval of the relevant treasury cancel a tender invitation for a second time.

#### **C.1.6 Procurement procedures**

##### **C.1.6.1 General**

Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

##### **C.1.6.2 Competitive negotiation procedure**

###### **C.1.6.2.1** Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the Employer shall announce only the names of the tenderers who make a submission. The requirements of C.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

###### **C.1.6.2.2** All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information.

Notwithstanding the provisions of C.2.17, the Employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

**C.1.6.2.3** At the conclusion of each round of negotiations, tenderers shall be invited by the Employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

**C.1.6.2.4** The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.

**C.1.6.3 Proposal procedure using the two stage-system**

**C.1.6.3.1 Option 1**

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The Employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

**C.1.6.3.2 Option 2**

**C.1.6.3.2.1** Tenderers shall submit in the first stage only technical proposals. The Employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

**C.1.6.3.2.2** The Employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

**C.2 Tenderer's obligations**

**C.2.1 Eligibility**

**C.2.1.1** Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with Employer.

**C.2.1.2** Notify the Employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the Employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the Employer's written approval to do so prior to the closing time for tenders.

**C.2.2 Cost of tendering**

**C.2.2.1** Accept that, unless otherwise stated in the tender data, the Employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

**C.2.2.2** The cost of the tender documents charged by the Employer shall be limited to the actual cost incurred by the Employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

**C.2.3 Check documents**

Check the tender documents on receipt for completeness and notify the Employer of any discrepancy or omission.

**C.2.4 Confidentiality and copyright of documents**

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the Employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

**C.2.5 Reference documents**

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

**C.2.6 Acknowledge addenda**

Acknowledge receipt of addenda to the tender documents, which the Employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

**C.2.7 Clarification meeting**

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

**C.2.8 Seek clarification**

Request clarification of the tender documents, if necessary, by notifying the Employer at least five (5) working days before the closing time stated in the tender data.

**C.2.9 Insurance**

Be aware that the extent of insurance to be provided by the Employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

**C.2.10 Pricing the tender offer**

**C.2.10.1** Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

**C.2.10.2** Show VAT payable by the Employer separately as an addition to the tendered total of the prices.

**C.2.10.3** Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

**C.2.10.4** State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

**C.2.11 Alterations to documents**

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the Employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

**C.2.12 Alternative tender offers**

**C.2.12.1** Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.



**C.2.12.2** Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the Employer.

**C.2.12.3** An alternative tender offer may only be considered in the event that the main tender is the winning tender.

**C.2.13 Submitting a tender offer**

**C.2.13.1** Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

**C.2.13.2** Return all returnable documents to the Employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

**C.2.13.3** Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the Employer.

**C.2.13.4** Sign the original and all copies of the tender offer where required in terms of the tender data. The Employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the Employer shall hold liable for the purpose of the tender offer.

**C.2.13.5** Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the Employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

**C.2.13.6** Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the Employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

**C.2.13.7** Seal the original tender offer and copy packages together in an outer package that states on the outside only the Employer's address and identification details as stated in the tender data.

**C.2.13.8** Accept that the Employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

**C.2.13.9** Accept that tender offers submitted by facsimile or e-mail will be rejected by the Employer, unless stated otherwise in the tender data.

**C.2.14 Information and data to be completed in all respects**

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the Employer as non-responsive.

**C.2.15 Closing time**

**C.2.15.1** Ensure that the Employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

**C.2.15.2** Accept that, if the Employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

**C.2.16 Tender offer validity**

**C.2.16.1** Hold the tender offer(s) valid for acceptance by the Employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

**C.2.16.2** If requested by the Employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

**C.2.16.3** Accept that a tender submission that has been submitted to the Employer may only be withdrawn or substituted by giving the Employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the Employer evaluating tender, the Contractor reserves the right to review the price based on Consumer Price Index (CPI).

**C.2.16.4** Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".

**C.2.17 Clarification of tender offer after submission**

Provide clarification of a tender offer in response to a request to do so from the Employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

**Note:** *Sub-clause C.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.*

**C.2.18 Provide other material**

**C.2.18.1** Provide, on request by the Employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the Employer for the purpose of a full and fair risk assessment.

Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the Employer's request, the Employer may regard the tender offer as non-responsive.

**C.2.18.2** Dispose of samples of materials provided for evaluation by the Employer, where required.

**C.2.19 Inspections, test and analysis**

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

**C.2.20 Submit securities, bonds and policies**

If requested, submit for the Employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

**C.2.21 Check final draft**

Check the final draft of the contract provided by the Employer within the time available for the Employer to issue the contract.

**C.2.22 Return of other tender documents**

If so instructed by the Employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.

**C.2.23 Certificates**

Include in the tender submission or provide the Employer with any certificates as stated in the tender data.

**C.3 The Employer's undertakings**

**C.3.1 Respond to requests from the tenderer**

**C.3.1.1** Unless otherwise stated in the Tender Data respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.

**C.3.1.2** Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

**C.3.2 Issue addenda**

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.

**C.3.3 Return late tender offers**

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

**C.3.4 Opening of tender submissions**

**C.3.4.1** Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

**C.3.4.2** Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.

**C.3.4.3** Make available the record outlined in C.3.4.2 to all interested persons upon request.

**C.3.5 Two-envelope system**

**C.3.5.1** Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

**C.3.5.2** Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality

**C.3.6 Non-disclosure**

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

**C.3.7 Grounds for rejection and disqualification**

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

**C.3.8 Test for responsiveness**

**C.3.8.1** Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

**C.3.8.2** A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

### **C.3.9      Arithmetical errors, omissions and discrepancies**

**C.3.9.1**      Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

**C.3.9.2**      Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
  - i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
  - ii) the summation of the prices.

**C.3.9.3**      Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

**C.3.9.4**      Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of the arithmetical error in the manner described above.

### **C.3.10      Clarification of a tender offer**

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

### **C.3.11      Evaluation of tender offers**

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project.

Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the Employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require Employers to conduct the process of offer and acceptance in terms of a set of standard procedures

<b>The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:</b>	
<b>Requirement</b>	<b>Qualitative interpretation of goal</b>
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.
Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.

**The activities associated with evaluating tender offers are as follows:**

- a) Open and record tender offers received
- b) Determine whether or not tender offers are complete
- c) Determine whether or not tender offers are responsive
- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification
- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report
- h) Confirm the recommendation contained in the tender evaluation report

#### **C.3.11.1 General**

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

#### **C.3.12 Insurance provided by the Employer**

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the Employer to provide.

#### **C.3.13 Acceptance of tender offer**

Accept the tender offer, if in the opinion of the Employer, it does not present any unacceptable commercial risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the Employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,

- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the Employer, to perform the contract free of conflicts of interest.

**C.3.14 Prepare contract documents**

**C.3.14.1** If necessary, revise documents that shall form part of the contract and that were issued by the Employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents, and
- c) other revisions agreed between the Employer and the successful tenderer.

**C.3.14.2** Complete the schedule of deviations attached to the form of offer and acceptance, if any.

**C.3.15 Complete adjudicator's contract**

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

**C.3.16 Registration of the award**

An Employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the CIDB Register of Projects.

**C.3.16.2** After the successful tenderer has been notified of the Employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

**C.3.17 Provide copies of the contracts**

Provide to the successful tenderer the number of copies stated in the tender data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

**C.3.18 Provide written reasons for actions taken**

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender, but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

## **PART T2:      RETURNABLE DOCUMENTS**

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## T2.1 LIST OF RETURNABLE DOCUMENTS

### RD.A MANDATORY RETURNABLE DOCUMENTS

**Note:** *Failure to submit, fully complete and sign the applicable documents and submit all required attachments will result in the tender offer being disqualified from further consideration*

Document Name	Reference	Confirmation of Document Included (Tenders may use this column to confirm documents have been completed, signed and included in the tender)
Compulsory Enterprise Questionnaire	Form RD.A.1	
MBD 4: Declaration of Interest of Persons in Service of State	Form RD.A.2	
MBD 8: Declaration of Tenderer's pas supply chain management practices	Form RD.A.3	
MBD 9: Certificate of independent tender determination	Form RD.A.4	
Certificate of authority of signatory	Form RD.A.5	
Certificate of authority of signatory for joint ventures and consortia	Form RD.A.6	

### RD.B RETURNABLE DOCUMENTS REQUIRED FOR PREFERENTIAL PROCUREMENT EVALUATION PURPOSES

**Note:** *Failure to submit, fully complete and sign the applicable documents and submit all required attachments will result in the tender offer being awarded 0 (zero) preference points*

Document Name	Reference	Confirmation of Document Included (Tenders may use this column to confirm documents have been completed, signed and included in the tender)
MBD 6.1: Preference Points Claim Form in terms of the Preferential Procurement Regulations 2017	Form RD.B.1	
Valid B-BBEE Status Level of Contributor Certificate	Form RD.B.2	
B-BBEE Exempted Micro Enterprise – Sworn Affidavit	Form RD.B.3	

### RD.C ADDITIONAL RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

**Note:** *Failure to submit, fully complete and sign the applicable documents and submit all required attachments will result in the Tenderer having to submit same upon request within 7 days and if not complied with, will result to the tender offer being disqualified from further consideration.*

Document Name	Reference	Confirmation of Document Included (Tenders may use this column to confirm documents have been completed, signed and included in the tender)
Proof of registration on CSD with National Treasury	Form RD.C.1	

Document Name	Reference	Confirmation of Document Included (Tenders may use this column to confirm documents have been completed, signed and included in the tender)
MBD 5: Declaration for procurement above R10 million (all applicable taxes included)	Form RD.C.2	
Proof of professional indemnity insurance	Form RD.C.3	

#### RD.D RETURNABLE DOCUMENTS REQUIRED FOR FUNCTIONALITY EVALUATION PURPOSES

**Note:** *Failure to submit the applicable documents will result in the Tenderer receiving a 0 (zero) score for the applicable evaluation schedule.*

Document Name	Reference	Confirmation of Document Included (Tenders may use this column to confirm documents have been completed and included in the tender)
Terms of Reference for Quality Evaluation		
Evaluation Schedule: Tenderer's experience	RD.D.1	
Schedule of tenderer's experience	RD.D.2	
Service areas provided	RD.D.3	
Check list for functional evaluation	RD.D.4	
Evaluation Schedule: Experience of key personnel	RD.D.5	
Key personnel	RD.D.6	
Curriculum vitae of key personnel	RD.D.7	
Evaluation Schedule: Promotion of local enterprises	RD.D.8	

#### RD.E OTHER DOCUMENTS THAT WILL FORM PART OF THE CONTRACT

**Note:** *Failure to submit, fully complete and sign the applicable documents and submit all required attachments will result in the tender offer being disqualified from further consideration*

Document Name	Reference	Confirmation of Document Included (Tenders may use this column to confirm documents have been completed, signed and included in the tender)
Record of addenda to tender documents	RD.E.1	
Data provided by the contractor	Section C1.2	

## T2.2 RETURNABLE SCHEDULES

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**FORM RD.A.1 COMPULSORY ENTERPRISE QUESTIONNAIRE**

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

---

**Section 1: Name of Enterprise:**

**Section 2: VAT registration number, if any:**

**Section 3: CIDB registration number, if any:**

**Section 4: CSD number:**

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**Section 5: Particulars of sole proprietors and partners in partnerships:**

Name*	Identity Number*	Personal Income Tax Number*
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*\* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners*

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**Section 6: Particulars of companies and close corporations**

Company registration number:

Close corporation number:

Tax reference number:

---

**Section 7: MBD4 issued by National Treasury must be completed for each tender and be attached as a tender requirement.**

**Section 9: MBD8 issued by National Treasury must be completed for each tender and be attached as a tender requirement.**

**Section 10: MBD9 issued by National Treasury must be completed for each tender and be attached as a tender requirement.**

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:

- i) authorizes the employer to verify the tenderers tax clearance status from the South African Revenue Services that it is in order;
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed:

Date:

Name:

Position

Enterprise Name:

---

**FORM RD.A.2 MBD 4: DECLARATION OF INTEREST IN TENDER OF PERSONS IN SERVICE OF STATE**

1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

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

3.1 Full name of bidder or his/her representative:

3.2 Identity Number:

3.3 Position occupied in Company:  
(director, trustee, shareholder<sup>2</sup>)

3.4 Company Registration Number:

3.5 Tax Reference Number:

3.6 VAT Registration Number:

3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

---

<sup>1</sup> MSCM Regulations: "in the service of the state" means to be –

(a) a member of –

- (i) any municipal council;
- (ii) any provincial legislature; or
- (iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of 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);

(e) a member of the accounting authority of any national or provincial public entity; or

(f) an employee of Parliament or a provincial legislature

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

3.8 Are you presently in the service of the state?

YES	NO
-----	----

If yes, furnish particulars \_\_\_\_\_

3.9 Have you been in the service of the state for the past twelve months?

YES	NO
-----	----

If yes, furnish particulars \_\_\_\_\_

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?

YES	NO
-----	----

If yes, furnish particulars \_\_\_\_\_

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?

YES	NO
-----	----

If yes, furnish particulars \_\_\_\_\_

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?

YES	NO
-----	----

If yes, furnish particulars \_\_\_\_\_

3.13 Are any spouse, child or parent of the company's directors trustees, managers, principle shareholders or stakeholders in service of the state?

YES	NO
-----	----

If yes, furnish particulars \_\_\_\_\_

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?

YES	NO
-----	----

If yes, furnish particulars \_\_\_\_\_

4. Full details of directors / trustees / members / shareholders:

Full Name	Identity Number	State Employee Number

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person authorized to sign the tender:

Full name (in BLOCK letters): \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

---

**FORM RD.A.3 MBD 8: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

1. This Municipal tender document must form part of all tenders invited.
2. It serves as a declaration to be used by Municipalities and Municipal entities 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 tender of any tenderer may be rejected if that Tenderer, or any of its directors have:
  - a. abused the Municipality's / Municipal entity's supply management system or committed any improper conduct in relation to such system;
  - b. been convicted for fraud or corruption during the past five years;
  - c. wilfully neglected, reneged on or failed to comply with any government, Municipal or other public sector contract during the past five years; or
  - d. been listed in the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act, 2004 (Act 12 of 2004).
4. In order to give effect to the above, the following questionnaire must be completed and submitted with the tender:

Item	Question	Response	
4.1	Is the Tenderer, any of its directors listed on the National Treasurer's database as a company or persons prohibited from doing business with the public sector? (Companies for persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied)  If so, furnish particulars:	Yes	No
4.2	Is the Tenderer or any of its directors listed on the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act, 2004 (Act 12 of 2004)? (To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number 012-326-5445)  If so, furnish particulars:	Yes	No



Item	Question	Response	
4.3	Was the Tenderer or any of it's directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes	No
	If so, furnish particulars:		
4.4	Does the Tenderer or any of it's directors owe any Municipal rates and taxes or Municipal charges to the Municipality / Municipal entity, or to any other Municipality / Municipal entity, that is in arrears for more than three months?	Yes	No
	If so, furnish particulars:		
4.5	Was any contract between the Tenderer and the Municipality / Municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes	No
	If so, furnish particulars:		

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both 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.

Person authorized to sign the tender:

Full name (in BLOCK letters): \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**FORM RD.A.4 MBD 9: CERTIFICATION OF INDEPENDENT TENDER DETERMINATION**

1. This Municipal Bidding Document (MBD) must form part of all tenders<sup>3</sup> 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 tendering (or tender rigging)<sup>4</sup>. Collusive tendering is a *per se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a. Take all reasonable steps to prevent such abuse;
  - b. Reject the tender of any tenderer if that tenderer or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. Cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the tendering process or the execution of the contract.
4. This MDB will serve as a certificate of declaration that would be used by institutions to ensure that, when tenders are considered, reasonable steps are taken to prevent any form of tender-rigging.
5. In order to give effect to the above, the attached Certificate of Tender Determination must be completed and submitted with the tender.

---

<sup>3</sup> Includes price tenders, advertised competitive tenders, limited tenders and proposals.

<sup>4</sup> Tender rigging (or collusive tendering) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and/or services for purchasers who wish to acquire goods and/or services through a tender process. Tender rigging is, therefore, an agreement between competitors not to compete.

### CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying tender:

**COO 01-20121/22: Framework Contract for Professional Service Providers for Various Projects in Tshwane, As and When Required, for a Three (3) Year Period**

in response to the invitation for the tender made by

**City of Tshwane Metropolitan Municipality**

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

I certify, on behalf of \_\_\_\_\_ that:  
(Name of tenderer)

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

<sup>5</sup> 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.

8. In addition, there have been no consultations, communications, agreements or arrangement with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this tender invitation relates.
9. The terms of the accompanying tender have not been, and will not be, disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or to the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted form conduction 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.

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person authorized to sign the tender:

Full name (in BLOCK letters): \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Contract: COO 01-20121/22: Framework Contract for Professional Service Providers for Various Projects in Tshwane, As and When Required, for a Three (3) Year Period

Part T2: Returnable Documents

**FORM RD.A.5 CERTIFICATE OF AUTHORITY OF SIGNATORY**

**RESOLUTION** of the 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 Tshwane Metro Municipality in respect of the following project:

Tender Number:	<b>COO 01-20121/22</b>
Tender Description:	<b>Framework Contract for Professional Civil Engineering Services for Various Projects in Tshwane, As and When Required, for a Three (3) Year Period</b>

2. \*Mr/Ms:

in \*his/her capacity as

and who will sign as follow:

Proof signature	Proof signature
-----------------	-----------------

be, and is hereby authorized to sign the tender, and any and all other documents and/or correspondence in connection with and relating to the tender for the enterprise mentioned above

NAME	CAPACITY	SIGNATURE

Note:  1. *Delete which is not applicable. 2. IMPORTANT: This resolution <u>must</u> be signed by all the directors/members/ partners of the tendering enterprise. 3. Should the number of directors/members/partners exceed the space available above, additional names and signatures must be supplied on a separate page.	Enterprise stamp
--	------------------

**FORM RD.A.6 CERTIFICATE OF AUTHORITY OF SIGNATORY FOR JOINT VENTURES AND CONSORTIA**

\*Joint venture/consortium name: \_\_\_\_\_

We, the undersigned, are submitting this tender in a \*joint venture/consortium and hereby authorize \*Mr/Ms

\_\_\_\_\_ authorized signatory of the enterprise

\_\_\_\_\_ acting in the capacity of lead partner

to sign the tender, and any and all other documents and/or correspondence in connection with and relating to the tender for the \*joint venture/consortium mentioned above.

Registered name of enterprise	Registration number	% of contract value	Address	Duly authorized signatory	Mark with (x) for lead partner

**Note:**

1. \*Delete which is not applicable.
2. IMPORTANT: This resolution must be signed by all the parties of the joint venture/consortium and every duly authorized signatory for each party to the joint venture/consortium must complete a Form RD.C.15.
3. Should the number of directors/members/partners exceed the space available above, additional names and signatures must be supplied on a separate page.

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**FORM RD.B.1 MBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017.**

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This preference form must form part of all tenders 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, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

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**1. GENERAL CONDITIONS**

- 1.1 The following preference point systems are applicable to all tenders:
- The 80/20 system for requirements with a Rand value of up to R50 million (**all applicable taxes included**); and
  - The 90/10 system for requirements with a Rand value above R50 million (**all applicable taxes included**).
- 1.2 The value of this tender is estimated **not to exceed / to exceed** R50 million and therefore the **80/20 / 90/20** system shall be applicable.
- 1.3 Preference points for this tender shall be awarded for:
- (a) Price; and
  - (b) B-BBEE Status Level of Contribution
- 1.4 The maximum points for this tender are allocated as follows:

	POINTS
<b>PRICE</b>	<b>80/90</b>
<b>B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	<b>20/10</b>
<b>Total points for Price, B-BBEE must not exceed</b>	<b>100</b>

- 1.5 Failure on the part of a tenderer to submit proof of B-BBEE Status level of contributor together with the tender, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

**2. DEFINITIONS**

- 2.1 **B-BBEE** means broad-based black economic empowerment as defined in Section 1 of the Broad-Based Black Economic Empowerment Act.
- 2.2 **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, 2003 (Act No. 53 of 2003).
- 2.3 **Broad-Based Black Economic Empowerment Act** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003).
- 2.4 **EME** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act.

2.5 **functionality** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

2.6 **prices** includes all applicable taxes less all unconditional discounts.

2.7 **proof of B-BBEE status level of contributor** means:

- 1) B-BBEE Status level certificate issued by an authorized body or person;
- 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
- 3) Any other requirement prescribed in terms of the B-BBEE Act.

2.8 **QSE** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act.

2.9 **rand value** means the total estimated value of a contract in Rand, calculated at the time of tender invitation, and includes all applicable taxes.

### 3. POINTS AWARDED FOR PRICE

#### THE 80/20 OR 90/10 PREFERENCE POINT SYSTEM

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

**80/20**

**90/20**

$$P_S = 80 \left( 1 - \frac{P_T - P_{MIN}}{P_{MIN}} \right)$$

$$P_S = 90 \left( 1 - \frac{P_T - P_{MIN}}{P_{MIN}} \right)$$

Where

$P_S$  = Points scored for price of tender under consideration

$P_T$  = Rand value of tender under consideration

$P_{MIN}$  = Rand value of lowest acceptable tender

### 4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

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

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



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

## 5. TENDER DECLARATION

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

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

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

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4 and must be substantiated by relevant proof of B-BBEE status level of contributor.

## 7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?  
(delete which is not applicable)

YES	NO
-----	----

7.1.1 If YES, indicate:

Name of subcontractor	% to be subcontracted	B-BBEE status level of sub-contractor	Is the sub-contractor an EME or QSE (tick which is applicable)	
			YES	NO
<b>Designated Group: An EME or QSE which is at least 51% owned by:</b>			<b>EME</b> ✓	<b>QSE</b> ✓
Black people				
Black people who are youth				
Black people who are women				
Black people with disabilities				
Black people living in rural or underdeveloped areas or townships				
Cooperative owned by black people				
Black people who are military veterans				
<b>OR</b>				

Any EME		
Any QSE		

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name of Company/Firm: \_\_\_\_\_

8.2 VAT Registration number: \_\_\_\_\_

8.3 Company registration number: \_\_\_\_\_

8.4 Type of firm:

Partnership

One person business/sole trade

Close corporation

Company

(Pty) Limited

Small Medium Micro Enterprises


(Tick applicable box)

8.5 Describe principal business activities


8.6 Company classification

Manufacturer

Supplier

Professional service provider

Other service providers, e.g. transporter etc.


(Tick applicable box)

8.7 Municipal information

Municipality where business is situated: \_\_\_\_\_

Registered account number: \_\_\_\_\_

Stand number: \_\_\_\_\_

8.8 Total number of years the firm has been in business \_\_\_\_\_

8.9 I/we, the undersigned, who warrants that he/she is duly authorized to do so on behalf of the company/firm certify that points claimed, based on the B-BBEE status level of contribution, indicated in paragraphs 1.4

and 6.1 of the foregoing certificate, qualifies the company/firm for the preference(s) shown and I/we acknowledge that:

- i) The information furnished is true and correct.
- ii) The preference claimed is in accordance with the General Conditions as indicated in paragraph 1 of this form.
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct.
- iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any 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 tender process;
  - b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct; and
  - 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 tenderer 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 have been applied; and
  - e) forward the matter for criminal prosecution.

NAME:

(in BLOCK letters)

---

CAPACITY:

(of authorized agent)

---

SIGNATURE:

(of authorized agent)

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SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_

WITNESSES:

(Full name in BLOCK letters and signature)

1.

---

2.

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**FORM RD.B.2      VALID B-BBEE STATUS LEVEL OF CONTRIBUTOR CERTIFICATE**

Submit 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).

**NOTE:**

1. Attach original copy of B-BBEE Verification Certificate to this page.
2. In the case of a joint venture / consortium parties must each attach original copy of their B-BBEE Verification Certificates.

**FORM RD.B.3 B-BBEE EXEMPTED MICRO ENTERPRISE – SWORN AFFIDAVIT**

I, the undersigned

**Full Name & Surname**

**Identity Number** - - -

Hereby declare under oath as follow:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf.

**Enterprise Name**

**Trading Name**

**Registration Number**

**Enterprise Address**

3. I hereby declare under oath that:

- The enterprise is \_\_\_\_\_ % black owned;
- The enterprise is \_\_\_\_\_ % black woman owned;
- Based on the audited management accounts and other information available on the \_\_\_\_\_ financial year, the income did not exceed R 10,000,000 (ten million rands);
- Please confirm on the below the B-BBEE level contributor, by ticking the applicable box.

100% Black owned                      **Level One** (135% B-BBEE procurement recognition)

More than 51% Black owned                      **Level Two** (125% B-BBEE procurement recognition)

Less than 51% Black owned                      **Level Four** (100% B-BBEE procurement recognition)

4. The entity is an empowering supplier in terms of the dti Codes of Good Practice
5. I know and understand the contents of the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
6. The sworn affidavit will be valid for a period of 12 (twelve) month from the date signed by the commissioner.

Deponent Signature:

Date:

Commissioner of oaths  
(Signature and stamp)

Contract: COO 01-20121/22: Framework Contract for Professional Service Providers for Various Projects in Tshwane, As and When Required, for a Three (3) Year Period

Part T2: Returnable Documents

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**FORM RD.C.1 PROOF OF REGISTRATION ON CSD WITH NATIONAL TREASURY**

1. Attach original or certified copy of CSD registration certificate to this page.
2. In the case of a joint venture / consortium (excluding consulting engineering partners) the joint venture / consortium must attach original or certified copy of their CSD registration certificate to this page.

**FORM RD.C.2 MBD 5: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)**

1. The tenderer is required by law to prepare annual financial statements for auditing their audited annual financial statements:

- i) for the past three years; or  
ii) Since the establishment if established during the past three years.

Indicate whether these have been included in the tender:

YES	NO
-----	----

2. Does the tenderer have any undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days?

YES	NO
-----	----

If so, state particulars \_\_\_\_\_

3. Has any contracts been awarded to the tenderer by an organ of state during the past five years?

YES	NO
-----	----

If so, state particulars \_\_\_\_\_

4. Has there been any material non-compliance or dispute concerning the execution of such contract?

YES	NO
-----	----

If so, state particulars \_\_\_\_\_

5. Is any portion of the goods or services expected to be sourced from outside the Republic?

YES	NO
-----	----

If, so state what portion and whether any portion of payment from the municipality is expected to be transferred outside of the Republic.

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person authorized to sign the tender:

Full name (in BLOCK letters): \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**FORM RD.C.3      PROOF OF PROFESSIONAL INDEMNITY INSURANCE**

The tenderer must provide proof of Professional Indemnity Insurance for at least R10-million per claim and the number of claims unlimited. See **Clause 8. Indemnity, insurance and liability** in **C1.2.2 Data Provided by the Employer**.

NOTE:

1. Attach original or certified copy of Professional Indemnity Insurance Certificate to this page.
2. In the case of a joint venture / consortium parties must each attach original or certified copy of their Professional Indemnity Insurance Certificates.



#### **FORM RD.D.1.1 EVALUATION SCHEDULE: TENDER'S EXPERIENCE**

The experience of the tenderer or joint venture partners in the case of an unincorporated joint venture or consortium as opposed to the key staff members / experts in similar projects or similar areas and conditions in relation to the scope of work over the last ten years will be evaluated.

Tenderers must complete Form RD.D.2: Schedule of Tender's Experience and Form RD.D4: Service Areas Provided to comply with this schedule.

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person authorized to sign the tender:

Full name (in BLOCK letters): \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**FORM RD.D.2 SCHEDULE OF TENDERER'S EXPERIENCE**

**FORM RD.D.2.1 SCHEDULE OF TENDERER'S EXPERIENCE - CIVIL ENGINEERING**

The following is a statement of similar work successfully executed by myself/ourselves. Signed Copies of reference or testimonial letters of the completed relevant projects to be attached.

Employer, contact person and telephone number	Description of contract	Value of work & Value of Fees	Date completed

(Attach additional pages if more space is required)

**FORM RD.D.2.2 SCHEDULE OF TENDERER'S EXPERIENCE - CIVIL ENGINEERING SPECIALISING IN STRUCTURAL ENGINEERING**

The following is a statement of similar work successfully executed by myself/ourselves. Signed Copies of reference or testimonial letters of the completed relevant projects to be attached.

Employer, contact person and telephone number	Description of contract	Value of work & Value of Fees	Date completed

(Attach additional pages if more space is required)

**FORM RD.D.2.3 SCHEDULE OF TENDERER'S EXPERIENCE - CIVIL ENGINEERING SPECIALISING IN TRAFFIC ENGINEERING**

The following is a statement of similar work successfully executed by myself/ourselves. Signed Copies of reference or testimonial letters of the completed relevant projects to be attached.

Employer, contact person and telephone number	Description of contract	Value of work & Value of Fees	Date completed

(Attach additional pages if more space is required)

**FORM RD.D.2.4 SCHEDULE OF TENDERER'S EXPERIENCE - CIVIL ENGINEERING SPECIALISING IN SAFETY OF DAMS RELATED ENGINEERING**

The following is a statement of similar work successfully executed by myself/ourselves. Signed Copies of reference or testimonial letters of the completed relevant projects to be attached.

Employer, contact person and telephone number	Description of contract	Value of work & Value of Fees	Date completed

(Attach additional pages if more space is required)

**FORM RD.D.2.5 SCHEDULE OF TENDERER'S EXPERIENCE - MECHANICAL ENGINEERING**

The following is a statement of similar work successfully executed by myself/ourselves. Signed Copies of reference or testimonial letters of the completed relevant projects to be attached.

Employer, contact person and telephone number	Description of contract	Value of work & Value of Fees	Date completed

(Attach additional pages if more space is required)

**FORM RD.D.2.6 SCHEDULE OF TENDERER'S EXPERIENCE - ELECTRICAL ENGINEERING**

The following is a statement of similar work successfully executed by myself/ourselves. Signed Copies of reference or testimonial letters of the completed relevant projects to be attached.

Employer, contact person and telephone number	Description of contract	Value of work & Value of Fees	Date completed

(Attach additional pages if more space is required)

**FORM RD.D.2.7 SCHEDULE OF TENDERER'S EXPERIENCE - ARCHITECTURAL**

The following is a statement of similar work successfully executed by myself/ourselves. Signed Copies of reference or testimonial letters of the completed relevant projects to be attached.

Employer, contact person and telephone number	Description of contract	Value of work & Value of Fees	Date completed

(Attach additional pages if more space is required)



**FORM RD.D.2.8 SCHEDULE OF TENDERER'S EXPERIENCE - CONSTRUCTION PROJECT MANAGER**

The following is a statement of similar work successfully executed by myself/ourselves. Signed Copies of reference or testimonial letters of the completed relevant projects to be attached.

Employer, contact person and telephone number	Description of contract	Value of work & Value of Fees	Date completed

(Attach additional pages if more space is required)

**FORM RD.D.2.9 SCHEDULE OF TENDERER'S EXPERIENCE - QUANTITY SURVEYOR**

The following is a statement of similar work successfully executed by myself/ourselves. Signed Copies of reference or testimonial letters of the completed relevant projects to be attached.

Employer, contact person and telephone number	Description of contract	Value of work & Value of Fees	Date completed

(Attach additional pages if more space is required)

**FORM RD.D.2.10 SCHEDULE OF TENDERER'S EXPERIENCE - TOWN PLANNER**

The following is a statement of similar work successfully executed by myself/ourselves. Signed Copies of reference or testimonial letters of the completed relevant projects to be attached.

Employer, contact person and telephone number	Description of contract	Value of work & Value of Fees	Date completed

(Attach additional pages if more space is required)

**FORM RD.D.2.11 SCHEDULE OF TENDERER'S EXPERIENCE - ENVIRONMENTAL ASSESSMENT PRACTITIONER**

The following is a statement of similar work successfully executed by myself/ourselves. Signed Copies of reference or testimonial letters of the completed relevant projects to be attached.

Employer, contact person and telephone number	Description of contract	Value of work & Value of Fees	Date completed

(Attach additional pages if more space is required)

**FORM RD.D.2.12 SCHEDULE OF TENDERER'S EXPERIENCE - LAND SURVEYOR**

The following is a statement of similar work successfully executed by myself/ourselves. Signed Copies of reference or testimonial letters of the completed relevant projects to be attached.

Employer, contact person and telephone number	Description of contract	Value of work & Value of Fees	Date completed

(Attach additional pages if more space is required)

**FORM RD.D.2.13 SCHEDULE OF TENDERER'S EXPERIENCE - GEOTECHNICAL ENGINEERING**

The following is a statement of similar work successfully executed by myself/ourselves. Signed Copies of reference or testimonial letters of the completed relevant projects to be attached.

Employer, contact person and telephone number	Description of contract	Value of work & Value of Fees	Date completed

(Attach additional pages if more space is required)

**FORM RD.D.2.14 SCHEDULE OF TENDERER'S EXPERIENCE - SOCIAL FACILITATOR**

The following is a statement of similar work successfully executed by myself/ourselves. Signed Copies of reference or testimonial letters of the completed relevant projects to be attached.

Employer, contact person and telephone number	Description of contract	Value of work & Value of Fees	Date completed

(Attach additional pages if more space is required)

**FORM RD.D.2.15 SCHEDULE OF TENDERER'S EXPERIENCE - LANDSCAPE ARCHITECTURAL**

The following is a statement of similar work successfully executed by myself/ourselves. Signed Copies of reference or testimonial letters of the completed relevant projects to be attached.

Employer, contact person and telephone number	Description of contract	Value of work & Value of Fees	Date completed

(Attach additional pages if more space is required)



**FORM RD.D.2.16 SCHEDULE OF TENDERER'S EXPERIENCE - URBAN DESIGNER**

The following is a statement of similar work successfully executed by myself/ourselves. Signed Copies of reference or testimonial letters of the completed relevant projects to be attached.

Employer, contact person and telephone number	Description of contract	Value of work & Value of Fees	Date completed

(Attach additional pages if more space is required)

**FORM RD.D.3 SERVICE AREAS PROVIDED**

The proposed CIDB system for the competitive selection of professional service providers (Final: 2008) available from CIDB's website. These services have been adjusted by CoT for the purposes of this tender. Bidders to indicate with disciplines are available in their company.

SERVICE AREAS				
Code	Description	Minimum professional qualification of qualified person	Additional requirements/registrations	Check if available
ARCHITECTURAL SERVICES				
A01	Low and medium sensitivity sites of low and medium complexity (refer to SACAP submission on the Identification of Architectural Work for relevant definitions)	Professional Architect Professional Senior Architectural Technologist		
A02	High sensitivity sites of low complexity (refer to SACAP submission on the Identification of Architectural Work for relevant definitions)	Professional Architect Professional Senior Architectural Technologist		
A03	Opera houses, concert halls, theatres and auditoriums,	Professional Architect		
AO4	High rise buildings (more than 6 storeys in height)	Professional Architect		
AO5	Hospitals and community health clinics	Professional Architect		
AO6	Prisons	Professional Architect		
AO7	Services other than those described in A1 to A7	Professional Architect		
CONSTRUCTION SERVICES				
H01	Construction health and safety	Registration with one of the built environment councils	Registration with SACPCMP.	
H02	Mentoring of emerging contractors			
DISPUTE RESOLUTION				
D01	Adjudication of disputes in construction works contracts where FIDIC is used			

SERVICE AREAS				
Code	Description	Minimum professional qualification of qualified person	Additional requirements/registrations	Check if available
D02	Adjudication of disputes in construction works where GCC is used	Professional engineer Professional architect Professional quantity surveyor Professional Construction Manager Professional Construction Project Manager	Construction Adjudication Association of South Africa (CAASA).	
D04	Adjudication of disputes in construction works where NEC3 is used		Construction Adjudication Association of South Africa (CAASA). Approved NEC Adjudicator.	
D05	Adjudication of disputes in professional services where the CIDB form of contract is used		Construction Adjudication Association of South Africa (CAASA).	
D06	Adjudication of disputes in professional services where the NEC3 form of contract is used		Construction Adjudication Association of South Africa (CAASA). Approved NEC Adjudicator.	
CIVIL ENGINEERING SERVICES				
C01	Bulk earthworks, terracing, sports fields, township roads, paving and associated drainage (geometric, drainage and materials design)	Professional Engineer. Professional Engineering Technologist.		
C02	Provincial roads (other than freeways) or intersections with township roads and associated drainage (geometric, drainage and materials design)			
C03	Freeways (dual carriage road which does not provide the abutting owners the automatic right of access) and associated drainage (geometric, drainage and materials design)			
C04	Pavement rehabilitation and maintenance			
C05	Railways and associated drainage (geometric, drainage and materials design, rehabilitation and maintenance)			
C06	Water and sewerage reticulation, pipelines and pumping stations			
C07	Water and waste treatment systems			

SERVICE AREAS				
Code	Description	Minimum professional qualification of qualified person	Additional requirements/registrations	Check if available
C08	Dams, weirs and related work	Professional Engineer. Professional Engineering Technologist.	Registered with Department of Water & Sanitation (Dam Safety Office) as an Approved Professional Person (APP) in terms of the National Water Act, 1998 (Act 36 of 1998) and its regulations	
C09	Canals, irrigation and river protection systems			
C10	Water resource management			
C10.1	Sustainable Urban Drainage Systems (SuDS)			
C11	Storm water drainage			
C11.1	Hydrology and flood line determination			
C11.2	Hydrological modelling			
C14	Solid waste disposal			
C15	Traffic engineering e.g. the use of engineering techniques to analyse the safe and efficient movement of people and goods.			
C15.1	Intelligent Transport Systems (ITS)			
C15.2	Traffic Engineering, Systems and related works, including but not limited to APTMS, UTC, AFC, telecommunications and other ITS systems (Traffic Engineering Systems Design, Traffic Engineering modelling, Financial Systems Design and management, Operations and Maintenance support of all the mentioned systems. Contracts Management and Integration Management and Control). The use of engineering techniques to analyse and solve the safe and efficient movement of people and goods. The use of sound financial principles and practices to ensure effective revenue control.	Systems Engineer. Electrical Engineer/Technologist. Professional Project Manager. Professional Engineer. Professional Engineering Technologist. Industrial Engineer/Technologist. Accountant/Finance Specialist		

SERVICE AREAS				
Code	Description	Minimum professional qualification of qualified person	Additional requirements/registrations	Check if available
ELECTRICAL ENGINEERING				
E01	Electrical installations in buildings	Professional engineer Professional engineering technologist		
E02	Street lighting and electrical reticulations supplying power to buildings			
E03	Radio telemetry and SCADA systems			
E04	Electrical power systems for the generation, transmission and distribution of electrical energy not covered in EE1 to EE3			
E05	Lightening protection			
GEOTECHNICAL ENGINEERING SERVICES				
G01	Geotechnical site, foundation and stability investigations	Professional Engineer. Professional Engineering Technologist. Professional Natural Scientist (Geology).		
G02	Dolomitic stability investigations and related work	Professional Engineer. Professional Engineering Technologist. Professional Natural Scientist (Dolomitic).		
MECHANICAL ENGINEERING				
M01	Boiler installations, steam distribution, central heating and centralised hot water generation	Professional engineer Professional engineering technologist		
M02	Heating, ventilation, air-conditioning and refrigeration			
M03	Lifts, escalators and lifting equipment			
M04	Mechanical systems other than M01 to M04.			

SERVICE AREAS				
Code	Description	Minimum professional qualification of qualified person	Additional requirements/registrations	Check if available
M05	Industrial equipment and mechanical systems other than those referred to in M01 to M04	Professional engineer Professional engineering technologist		
MISCELLANEOUS ENGINEERING SERVICES				
X01	Acoustical engineering services	Professional engineer Professional engineering technologist		
X02	Cathodic protection			
X03	Building wet services			
X04	Fire protection and detection			
STRUCTURAL ENGINEERING SERVICES				
S01	Buildings and structures	Professional Engineer. Professional Engineering Technologist.		
S02	Water reservoirs and water retaining structures other than dams			
S03	Bridge and culvert design, maintenance and rehabilitation.			
S03.1	Culvert design, maintenance and rehabilitation.	Professional Engineer. Professional Engineering Technologist. Committee of Transport. Officials (COTO) Accreditation	COTO Registered Culvert Inspector	
S03.2	Bridge design, maintenance and rehabilitation.		COTO Registered Bridge Inspector	
S03.3	Bridge design, maintenance and rehabilitation.		COTO Registered Senior Bridge Inspector	
ENVIRONMENTAL IMPACT STUDIES				
V01	Environmental impact studies	Professional Engineer. Professional Engineering Technologist. Professional Planner. Professional Natural Scientist.		

SERVICE AREAS				
Code	Description	Minimum professional qualification of qualified person	Additional requirements/registrations	Check if available
V02	Water Use License Applications (WULA)	Professional Engineer. Professional Engineering Technologist. Professional Planner. Professional Natural Scientist.	Registration with Environmental Assessment Practitioners Association of South Africa (EAPASA)	
LANDSCAPE ARCHITECTURAL SERVICES				
LO1	Landscape architectural services	Professional landscape architect Professional landscape technologist		
MANAGEMENT SERVICES				
P01	Construction management i.e. the management of the construction process of works executed under multiple contracts between an employer and a contractor, from project initiation and briefing to project close out, but without the acceptance of liability for the contractual risks associated with the role of a contractor	Professional Construction Manager. Professional Construction Project Manager Professional Engineer. Professional Engineering Technologist. Professional quantity surveyor		
P02	Construction project management services i.e. the management on behalf of a client of the entire process necessary for the procurement of the design and the construction of a project from project initiation through to project close out, relating to buildings (construction works that has the provision of shelter for its occupants or contents as one of its main purposes)			
P03	Construction project management services relating to engineering projects			
QUANTITY SURVEYING SERVICES				
Q01	Quantity surveying services	Professional quantity surveyor		

SERVICE AREAS				
Code	Description	Minimum professional qualification of qualified person	Additional requirements/registrations	Check if available
<b>SURVEYING</b>				
W01	Survey – cadastral services	Professional land surveyor		
W02	Survey – topographical services	Professional land surveyor Professional surveyor		
<b>TRANSPORT PLANNING</b>				
Y01	Strategic transportation planning - spatial planning, networks, statutory planning frameworks	Professional Engineer. Professional Engineering Technologist. Professional Planner.		
<b>TOWN PLANNING</b>				
T01	Site specific town planning services for property development projects	Professional planner		
T02	Development framework plan for identified areas			



**FORM RD.D.4 CHECK LIST FOR FUNCTIONAL EVALUATION**

**FORM RD.D.4.1 CHECK LIST FOR FUNCTIONAL EVALUATION : CIVIL ENGINEERING**

The following is a checklist of all documentation and evidence that should be submitted with the bid for each professional discipline. Bidder to indicate the years of experience, number of projects completed, number of professional employees and location of business.

Criteria	Evidence required	Detail submitted		Attached (Yes/No)
Company Experience – Civil Engineering disciplinary profession	Signed Copies of reference or testimonial letters of the completed relevant Civil Engineering projects to be attached	Number of relevant projects completed:		
Years of experience as professional Civil Engineer/Technologist	Proof of ECSA Civil Engineering registration and detailed CV indicating years of & details staff's experience of civil engineering nature are compulsory.	Total years of post-registration Civil Engineer experience		
		Total years of post-registration Civil Engineer Technologist		
Number of key staff employed in the Company. Civil Engineer/Technologist	Proof of ECSA Civil Engineering registration and detailed CV indicating years of & details staff's experience of civil engineering nature are compulsory.	Number of Professional Civil Engineers employed		
		Number of Professional Civil Engineering Technologists employed		
Local Economic Participation – Location of Business	Municipal Rates & Taxes not older than three months from tender advertisement date or Valid Lease Agreement	Outside Gauteng		
		Within Gauteng		
		Within Tshwane		

#### FORM RD.D.4.2 CHECK LIST FOR FUNCTIONAL EVALUATION : CIVIL ENGINEERING SPECIALISING IN STRUCTURAL ENGINEERING

The following is a checklist of all documentation and evidence that should be submitted with the bid for each professional discipline. Bidder to indicate the years of experience, number of projects completed, number of professional employees and location of business.

Criteria	Evidence required	Detail submitted		Attached (Yes/No)
Company Experience – Civil Engineering disciplinary profession specialising in Structural Engineering	Signed Copies of reference or testimonial letters of the completed relevant Civil Engineering projects to be attached	Number of relevant projects completed:		
Years of experience as professional Civil Engineer/Technologist specialising in Structural Engineering	Proof of ECSA Civil Engineering registration and detailed CV indicating years of & details staff's experience of civil engineering nature are compulsory.	Total years of post-registration Civil Engineer specialising in Structural Engineering experience		
		Total years of post-registration Civil Engineer Technologist specialising in Structural Engineering		
Number of key staff employed in the Company. Civil Engineer/Technologist specialising in Structural Engineering	Proof of ECSA Civil Engineering registration and detailed CV indicating years of & details staff's experience of civil engineering nature are compulsory.	Number of Professional Civil Engineers specialising in Structural Engineering employed		
		Number of Professional Civil Engineering Technologists specialising in Structural Engineering employed		
Local Economic Participation – Location of Business	Municipal Rates & Taxes not older than three months from tender advertisement date or Valid Lease Agreement	Outside Gauteng		
		Within Gauteng		
		Within Tshwane		

### FORM RD.D.4.3 CHECK LIST FOR FUNCTIONAL EVALUATION : MECHANICAL ENGINEERING

The following is a checklist of all documentation and evidence that should be submitted with the bid for each professional discipline. Bidder to indicate the years of experience, number of projects completed, number of professional employees and location of business.

Criteria	Evidence required	Detail submitted		Attached (Yes/No)
Company Experience – Mechanical Engineering disciplinary profession	Signed Copies of reference or testimonial letters of the completed relevant Mechanical Engineering projects to be attached	Number of relevant projects completed:		
Years of experience as professional Mechanical Engineer/Technologist	Proof of ECSA Mechanical Engineering registration and detailed CV indicating years of & details staff's experience of Mechanical engineering nature are compulsory.	Total years of post-registration Mechanical Engineer experience		
		Total years of post-registration Mechanical Engineering Technologist experience		
Number of key staff employed in the Company. Mechanical Engineer/Technologist	Proof of ECSA Mechanical Engineering registration and detailed CV indicating years of & details staff's experience of Mechanical engineering nature are compulsory.	Number of Professional Mechanical Engineers employed		
		Number of Professional Mechanical Engineer Technologists employed		
Local Economic Participation – Location of Business	Municipal Rates & Taxes not older than three months from tender advertisement date or Valid Lease Agreement	Outside Gauteng		
		Within Gauteng		
		Within Tshwane		

#### FORM RD.D.4.4 CHECK LIST FOR FUNCTIONAL EVALUATION : ELECTRICAL ENGINEERING

The following is a checklist of all documentation and evidence that should be submitted with the bid for each professional discipline. Bidder to indicate the years of experience, number of projects completed, number of professional employees and location of business.

Criteria	Evidence required	Detail submitted		Attached (Yes/No)
Company Experience – Electrical Engineering disciplinary profession	Signed Copies of reference or testimonial letters of the completed relevant Electrical Engineering projects to be attached	Number of relevant projects completed:		
Years of experience as professional Electrical Engineer/Technologist	Proof of ECSA Electrical Engineering registration and detailed CV indicating years of & details staff's experience of Electrical engineering nature are compulsory.	Total years of post-registration Electrical Engineers experience		
		Total years of post-registration Electrical Engineering Technologists experience		
Number of key staff employed in the Company. Electrical Engineer/Technologist	Proof of ECSA Electrical Engineering registration and detailed CV indicating years of & details staff's experience of Electrical engineering nature are compulsory.	Number of Professional Electrical Engineers employed		
		Number of Professional Electrical Engineer Technologists employed		
Local Economic Participation – Location of Business	Municipal Rates & Taxes not older than three months from tender advertisement date or Valid Lease Agreement	Outside Gauteng		
		Within Gauteng		
		Within Tshwane		

#### FORM RD.D.4.5 CHECK LIST FOR FUNCTIONAL EVALUATION : ARCHITECTURAL

The following is a checklist of all documentation and evidence that should be submitted with the bid for each professional discipline. Bidder to indicate the years of experience, number of projects completed, number of professional employees and location of business.

Criteria	Evidence required	Detail submitted		Attached (Yes/No)
Company Experience – Architectural disciplinary profession	Signed Copies of reference or testimonial letters of the completed relevant Architectural projects to be attached	Number of relevant projects completed:		
Years of experience as professional Architect /Senior Architect Technologist	Proof of SACAP Architectural registration and detailed CV indicating years of & details staff's experience of Architectural nature are compulsory.	Total years of post-registration Architect experience		
		Total years of post-registration Senior Architect Technologists experience		
Number of key staff employed in the Company. Electrical Engineer/Technologist	Proof of SACAP Architectural registration and detailed CV indicating years of & details staff's experience of Architectural nature are compulsory.	Number of Professional Architects employed		
		Number of Professional Senior Architect Technologists employed		
Local Economic Participation – Location of Business	Municipal Rates & Taxes not older than three months from tender advertisement date or Valid Lease Agreement	Outside Gauteng		
		Within Gauteng		
		Within Tshwane		

#### FORM RD.D.4.6 CHECK LIST FOR FUNCTIONAL EVALUATION : CONSTRUCTION PROJECT MANAGER

The following is a checklist of all documentation and evidence that should be submitted with the bid for each professional discipline. Bidder to indicate the years of experience, number of projects completed, number of professional employees and location of business.

Criteria	Evidence required	Detail submitted		Attached (Yes/No)
Company Experience – Construction Project Management disciplinary profession	Signed Copies of reference or testimonial letters of the completed relevant Construction Project Management projects to be attached	Number of relevant projects completed:		
Years of experience as professional Construction Project Manager	Proof of SACPCMP Construction Project Manager registration and detailed CV indicating years of & details staff's experience of Construction Project Management nature are compulsory.	Total years of post-registration Construction Project Managers experience		
Number of key staff employed in the Company. Construction Project Manager	Proof of SACPCMP Construction Project Manager registration and detailed CV indicating years of & details staff's experience of Construction Project Management nature are compulsory.	Number of Professional Construction Project Managers employed		
Local Economic Participation – Location of Business	Municipal Rates & Taxes not older than three months from tender advertisement date or Valid Lease Agreement	Outside Gauteng		
		Within Gauteng		
		Within Tshwane		

#### FORM RD.D.4.7 CHECK LIST FOR FUNCTIONAL EVALUATION : QUANTITY SURVEYOR

The following is a checklist of all documentation and evidence that should be submitted with the bid for each professional discipline. Bidder to indicate the years of experience, number of projects completed, number of professional employees and location of business.

Criteria	Evidence required	Detail submitted		Attached (Yes/No)
Company Experience – Quantity Surveying disciplinary profession	Signed Copies of reference or testimonial letters of the completed relevant Quantity Surveying projects to be attached	Number of relevant projects completed:		
Years of experience as professional Quantity Surveyor	Proof of SACSQP Quantity Surveyor registration and detailed CV indicating years of & details staff's experience of Quantity Surveying nature are compulsory.	Total years of post-registration Quantity Surveyor experience		
Number of key staff employed in the Company. Quantity Surveyor	Proof of SACSQP Quantity Surveyor registration and detailed CV indicating years of & details staff's experience of Quantity Surveying nature are compulsory.	Number of Professional Quantity Surveyor employed		
Local Economic Participation – Location of Business	Municipal Rates & Taxes not older than three months from tender advertisement date or Valid Lease Agreement	Outside Gauteng		
		Within Gauteng		
		Within Tshwane		

#### FORM RD.D.4.8 CHECK LIST FOR FUNCTIONAL EVALUATION : TOWN PLANNER

The following is a checklist of all documentation and evidence that should be submitted with the bid for each professional discipline. Bidder to indicate the years of experience, number of projects completed, number of professional employees and location of business.

Criteria	Evidence required	Detail submitted		Attached (Yes/No)
Company Experience – Town Planner disciplinary profession	Signed Copies of reference or testimonial letters of the completed relevant Town Planning projects to be attached	Number of relevant projects completed:		
Years of experience as professional Town Planner	Proof of SACPLAN Town Planner registration and detailed CV indicating years of & details staff's experience of Town Planning nature are compulsory.	Total years of post-registration Town Planner experience		
		Total years of post-registration Town Planner Technologists experience		
Number of key staff employed in the Company. Town Planner	Proof of SACPLAN Town Planner registration and detailed CV indicating years of & details staff's experience of Town Planning nature are compulsory.	Total years of post-registration Town Planner experience		
		Total years of post-registration Town Planner Technologists experience		
Local Economic Participation – Location of Business	Municipal Rates & Taxes not older than three months from tender advertisement date or Valid Lease Agreement	Outside Gauteng		
		Within Gauteng		
		Within Tshwane		



#### FORM RD.D.4.9 CHECK LIST FOR FUNCTIONAL EVALUATION : ENVIRONMENTAL ASSESSMENT PRACTITIONER

The following is a checklist of all documentation and evidence that should be submitted with the bid for each professional discipline. Bidder to indicate the years of experience, number of projects completed, number of professional employees and location of business.

Criteria	Evidence required	Detail submitted		Attached (Yes/No)
Company Experience – Environmental Assessment disciplinary profession	Signed Copies of reference or testimonial letters of the completed relevant Environmental Assessment Practitioner projects to be attached	Number of relevant projects completed:		
Years of experience as professional Environmental Assessment Practitioner	Proof of EAPASA Environmental Assessment Practitioner registration and detailed CV indicating years of & details staff's experience of Environmental Assessment nature are compulsory.	Total years of post-registration Environmental Assessment Practitioner experience		
Number of key staff employed in the Company. Environmental Assessment Practitioner	Proof of EAPASA Environmental Assessment Practitioner registration and detailed CV indicating years of & details staff's experience of Environmental Assessment nature are compulsory.	Number of Professional Environmental Assessment Practitioner employed		
Local Economic Participation – Location of Business	Municipal Rates & Taxes not older than three months from tender advertisement date or Valid Lease Agreement	Outside Gauteng		
		Within Gauteng		
		Within Tshwane		

#### FORM RD.D.4.10 CHECK LIST FOR FUNCTIONAL EVALUATION : LAND SURVEYOR

The following is a checklist of all documentation and evidence that should be submitted with the bid for each professional discipline. Bidder to indicate the years of experience, number of projects completed, number of professional employees and location of business.

Criteria	Evidence required	Detail submitted		Attached (Yes/No)
Company Experience – Land Surveying disciplinary profession	Signed Copies of reference or testimonial letters of the completed relevant Land Surveying projects to be attached	Number of relevant projects completed:		
Years of experience as professional Land Surveyor	Proof of SAGC Land Surveyor registration and detailed CV indicating years of & details staff's experience of Land Surveying nature are compulsory.	Total years of post-registration Land Surveyor experience		
		Total years of post-registration Land Surveyor Technologists experience		
Number of key staff employed in the Company. Land Surveyor	Proof of SAGC Land Surveyor registration and detailed CV indicating years of & details staff's experience of Land Surveying nature are compulsory.	Total years of post-registration Land Surveyor experience		
		Total years of post-registration Land Surveyor Technologists experience		
Local Economic Participation – Location of Business	Municipal Rates & Taxes not older than three months from tender advertisement date or Valid Lease Agreement	Outside Gauteng		
		Within Gauteng		
		Within Tshwane		

#### FORM RD.D.4.11 CHECK LIST FOR FUNCTIONAL EVALUATION : CIVIL ENGINEERING SPECIALISING IN TRAFFIC ENGINEERING

The following is a checklist of all documentation and evidence that should be submitted with the bid for each professional discipline. Bidder to indicate the years of experience, number of projects completed, number of professional employees and location of business.

Criteria	Evidence required	Detail submitted	Attached (Yes/No)
Company Experience Civil Engineering specialising in Traffic Engineering disciplinary profession	Signed Copies of reference or testimonial letters of the completed relevant Civil Engineering specialising in Traffic Engineering projects to be attached	Number of relevant projects completed:	
Years of experience as professional Civil Engineering specialising in Traffic Engineering	Proof of ECSA Civil Engineer registration and detailed CV indicating years of & details staff's experience of Civil Engineering specialising in Traffic Engineering nature are compulsory.	Total years of post-registration Civil Engineer experience	
		Total years of post-registration Civil Engineering Technologists experience	
Number of key staff employed in the Company. Civil Engineering specialising in Traffic Engineering	Proof of ECSA Civil Engineer registration and detailed CV indicating years of & details staff's experience of Civil Engineering specialising in Traffic Engineering nature are compulsory.	Total years of post-registration Civil Engineer experience	
		Total years of post-registration Civil Engineering Technologists experience	
Local Economic Participation – Location of Business	Municipal Rates & Taxes not older than three months from tender advertisement date or Valid Lease Agreement	Outside Gauteng	
		Within Gauteng	
		Within Tshwane	

#### FORM RD.D.4.12 CHECK LIST FOR FUNCTIONAL EVALUATION : GEOTECHNICAL ENGINEERING

The following is a checklist of all documentation and evidence that should be submitted with the bid for each professional discipline. Bidder to indicate the years of experience, number of projects completed, number of professional employees and location of business.

Criteria	Evidence required	Detail submitted	Attached (Yes/No)
Company Experience Geotechnical Engineering disciplinary profession	Signed Copies of reference or testimonial letters of the completed relevant Geotechnical Engineering projects to be attached	Number of relevant projects completed:	
Years of experience as professional Geotechnical Engineer	Proof of ECSA Geotechnical Engineer registration and detailed CV indicating years of & details staff's experience of Geotechnical Engineering nature are compulsory.	Total years of post-registration Geotechnical Engineer experience	
		Total years of post-registration Geotechnical Engineering Technologists experience	
Number of key staff employed in the Company. Geotechnical Engineer	Proof of ECSA Geotechnical Engineer registration and detailed CV indicating years of & details staff's experience of Geotechnical Engineering nature are compulsory.	Total years of post-registration Geotechnical Engineer experience	
		Total years of post-registration Geotechnical Engineering Technologists experience	
Local Economic Participation – Location of Business	Municipal Rates & Taxes not older than three months from tender advertisement date or Valid Lease Agreement	Outside Gauteng	
		Within Gauteng	
		Within Tshwane	

#### FORM RD.D.4.13 CHECK LIST FOR FUNCTIONAL EVALUATION : SOCIAL FACILITATOR

The following is a checklist of all documentation and evidence that should be submitted with the bid for each professional discipline. Bidder to indicate the years of experience, number of projects completed, number of professional employees and location of business.

Criteria	Evidence required	Detail submitted		Attached (Yes/No)
Company Experience – Social Facilitator disciplinary profession	Signed Copies of reference or testimonial letters of the completed relevant as Social Facilitator to be attached	Number of relevant projects completed:		
Years of experience as Social Facilitator	Proof of education and training as Social Facilitator and detailed CV indicating years of & details staff's experience of Social Facilitator nature are compulsory.	Total years of Social Facilitator experience		
Number of key staff employed in the Company. Social Facilitator	Proof of education and training as Social Facilitator and detailed CV indicating years of & details staff's experience of Social Facilitator nature are compulsory.	Number of Social Facilitator employed		
Local Economic Participation – Location of Business	Municipal Rates & Taxes not older than three months from tender advertisement date or Valid Lease Agreement	Outside Gauteng		
		Within Gauteng		
		Within Tshwane		

#### FORM RD.D.4.14 CHECK LIST FOR FUNCTIONAL EVALUATION : LANDSCAPE ARCHITECT

The following is a checklist of all documentation and evidence that should be submitted with the bid for each professional discipline. Bidder to indicate the years of experience, number of projects completed, number of professional employees and location of business.

Criteria	Evidence required	Detail submitted	Attached (Yes/No)
Company Experience Landscape Architect disciplinary profession	Signed Copies of reference or testimonial letters of the completed relevant Landscape Architectural projects to be attached	Number of relevant projects completed:	
Years of experience as professional Landscape Architect	Proof of SACLAP Landscape Architect registration and detailed CV indicating years of & details staff's experience Landscape Architectural nature are compulsory.	Total years of post-registration Landscape Architect experience	
		Total years of post-registration Landscape Architect Technologists experience	
Number of key staff employed in the Company. Landscape Architect	Proof of SACLAP Landscape Architect registration and detailed CV indicating years of & details staff's experience Landscape Architectural nature are compulsory.	Total years of post-registration Landscape Architect experience	
		Total years of post-registration Landscape Architect Technologists experience	
Local Economic Participation – Location of Business	Municipal Rates & Taxes not older than three months from tender advertisement date or Valid Lease Agreement	Outside Gauteng	
		Within Gauteng	
		Within Tshwane	

#### FORM RD.D.4.15 CHECK LIST FOR FUNCTIONAL EVALUATION : URBAN DESIGNER

The following is a checklist of all documentation and evidence that should be submitted with the bid for each professional discipline. Bidder to indicate the years of experience, number of projects completed, number of professional employees and location of business.

Criteria	Evidence required	Detail submitted		Attached (Yes/No)
Company Experience – Urban Design disciplinary profession	Signed Copies of reference or testimonial letters of the completed relevant Urban Design projects to be attached	Number of relevant projects completed:		
Years of experience as professional Urban Designer	Proof of SACPLAN or ECSA or SACLAP or SACAP registration and detailed CV indicating years of & details staff's experience of Urban Design nature are compulsory.	Total years of post-registration Urban Designer experience		
Number of key staff employed in the Company. Urban Designer	Proof of SACPLAN or ECSA or SACLAP or SACAP registration and detailed CV indicating years of & details staff's experience of Urban Design nature are compulsory.	Total years of post-registration Urban Designer experience		
Local Economic Participation – Location of Business	Municipal Rates & Taxes not older than three months from tender advertisement date or Valid Lease Agreement	Outside Gauteng		
		Within Gauteng		
		Within Tshwane		

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**FORM RD.D.5 EVALUATION SCHEDULE: EXPERIENCE OF KEY PERSONNEL**

The experience of assigned staff member in relation to the scope of work will be evaluated from two different points of view:

- 1) General experience (total duration of professional activity), level of education and training and positions held of each discipline specific team leader; and
- 2) The education, training, skills and experience of the Assigned Staff in the specific sector, field, subject, etc. which is directly linked to the list of services areas provided (Form RD.D.3 Service Areas Provided).

Tenderers must complete Form RD.D.6: Key Personnel to comply with this schedule. A CV (see Form RD.D.7: Curriculum Vitae Of Key Personnel) of the project director, project manager, design/lead engineer and engineer's representative of not more than 3 pages should be attached to this schedule:

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person authorized to sign the tender:

Full name (in BLOCK letters): \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



**FORM RD.D.6 KEY PERSONNEL**  
**FORM RD.D.6.1 KEY PERSONNEL: CIVIL ENGINEERING**

The tenderer shall list in the table below the key personnel to be engaged for this project.

**Note:** Form RD.D.6 must be complete for each person listed below.

	NAME	PROFESSIONAL REGISTRATION CATEGORY	Number of years post registration experience
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(Attach additional pages if more space is required)

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**FORM RD.D.6.2 KEY PERSONNEL: CIVIL ENGINEERING SPECIALISING IN STRUCTURAL ENGINEERING**

The tenderer shall list in the table below the key personnel to be engaged for this project.

**Note:** Form RD.D.7 must be complete for each person listed below.

	NAME	PROFESSIONAL REGISTRATION CATEGORY	Number of years post registration experience
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(Attach additional pages if more space is required)

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**FORM RD.D.6.3 KEY PERSONNEL: MECHANICAL ENGINEERING**

The tenderer shall list in the table below the key personnel to be engaged for this project.

**Note:** Form RD.D.7 must be complete for each person listed below.

	NAME	PROFESSIONAL REGISTRATION CATEGORY	Number of years post registration experience
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**FORM RD.D.6.4 KEY PERSONNEL: ELECTRICAL ENGINEERING**

The tenderer shall list in the table below the key personnel to be engaged for this project.

**Note:** Form RD.D.7 must be complete for each person listed below.

	NAME	PROFESSIONAL REGISTRATION CATEGORY	Number of years post registration experience
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**FORM RD.D.6.5 KEY PERSONNEL: ARCHITECTURAL**

The tenderer shall list in the table below the key personnel to be engaged for this project.

**Note:** Form RD.D.7 must be complete for each person listed below.

	NAME	PROFESSIONAL REGISTRATION CATEGORY	Number of years post registration experience
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**FORM RD.D.6.6 KEY PERSONNEL: CONSTRUCTION PROJECT MANAGER**

The tenderer shall list in the table below the key personnel to be engaged for this project.

**Note:** Form RD.D.7 must be complete for each person listed below.

	NAME	PROFESSIONAL REGISTRATION CATEGORY	Number of years post registration experience
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**FORM RD.D.6.7 KEY PERSONNEL: QUANTITY SURVEYOR**

The tenderer shall list in the table below the key personnel to be engaged for this project.

**Note:** Form RD.D.7 must be complete for each person listed below.

	NAME	PROFESSIONAL REGISTRATION CATEGORY	Number of years post registration experience
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**FORM RD.D.6.8 KEY PERSONNEL: TOWN PLANNER**

The tenderer shall list in the table below the key personnel to be engaged for this project.

**Note:** Form RD.D.7 must be complete for each person listed below.

	NAME	PROFESSIONAL REGISTRATION CATEGORY	Number of years post registration experience
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**FORM RD.D.6.9 KEY PERSONNEL: ENVIRONMENTAL ASSESSMENT PRACTITIONER**

The tenderer shall list in the table below the key personnel to be engaged for this project.

**Note:** Form RD.D.7 must be complete for each person listed below.

	NAME	PROFESSIONAL REGISTRATION CATEGORY	Number of years post registration experience
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**FORM RD.D.6.10 KEY PERSONNEL: LAND SURVEYOR**

The tenderer shall list in the table below the key personnel to be engaged for this project.

**Note:** Form RD.D.7 must be complete for each person listed below.

	NAME	PROFESSIONAL REGISTRATION CATEGORY	Number of years post registration experience
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**FORM RD.D.6.11 KEY PERSONNEL: CIVIL ENGINEERING SPECIALISING IN TRAFFIC ENGINEERING**

The tenderer shall list in the table below the key personnel to be engaged for this project.

**Note:** Form RD.D.7 must be complete for each person listed below.

	NAME	PROFESSIONAL REGISTRATION CATEGORY	Number of years post registration experience
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(Attach additional pages if more space is required)

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**FORM RD.D.6.12 KEY PERSONNEL: GEOTECHNICAL ENGINEERING**

The tenderer shall list in the table below the key personnel to be engaged for this project.

**Note:** Form RD.D.7 must be complete for each person listed below.

	NAME	PROFESSIONAL REGISTRATION CATEGORY	Number of years post registration experience
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**FORM RD.D.6.13 KEY PERSONNEL: SOCIAL FACILITATOR**

The tenderer shall list in the table below the key personnel to be engaged for this project.

**Note:** Form RD.D.7 must be complete for each person listed below.

	NAME	PROFESSIONAL REGISTRATION CATEGORY	Number of years post registration experience
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**FORM RD.D.6.14 KEY PERSONNEL: LANDSCAPE ARCHITECT**

The tenderer shall list in the table below the key personnel to be engaged for this project.

**Note:** Form RD.D.7 must be complete for each person listed below.

	NAME	PROFESSIONAL REGISTRATION CATEGORY	Number of years post registration experience
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(Attach additional pages if more space is required)

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**FORM RD.D.6.15 KEY PERSONNEL: URBAN DESIGNER**

The tenderer shall list in the table below the key personnel to be engaged for this project.

**Note:** Form RD.D.7 must be complete for each person listed below.

	NAME	PROFESSIONAL REGISTRATION CATEGORY	NUMBER OF YEARS POST REGISTRATION EXPERIENCE
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(Attach additional pages if more space is required)





## FORM RD.D.8 PROMOTION OF LOCAL ENTERPRISES

The City of Tshwane has mandated the promotion of local enterprises. To comply with this the tenderer must provide proof of the type of business unit and whether the unit resides within the Tshwane and will be scored as follow:

	Promotion of local enterprises
<b>No Response (score 0)</b>	The tenderer did not respond or comply with this evaluation schedule. A score of 0 will also be awarded for any misrepresentation made in this regard,
<b>Satisfactory (score 5)</b>	The tenderer operates a head office or fully staffed office or his sole office outside the boundaries of Gauteng Province. (I.e. no business unit or office resides within the boundaries of Tshwane Metropolitan Municipality)
<b>Good (score 10)</b>	The tenderer's office resides within the boundaries of Gauteng Province. (I.e. no business unit or office resides within the boundaries of Tshwane Metropolitan Municipality)
<b>Very good (score 15)</b>	The tenderer's office resides within the boundaries of the Tshwane Metropolitan Municipality.

Municipal Rates & Taxes not older than three months from tender advertisement date or Valid Lease Agreement should be attached as evidence.

(If necessary the tenderer will be requested to present the office / business unit to officials of the City)

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person authorized to sign the tender:

Full name (in BLOCK letters): \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**FORM RD.E.1 RECORD OF ADDENDA TO TENDER DOCUMENTS**

We confirm that the following communications received from the Employer before submission of this tender, amending or amplifying the tender documents, have been taken in account in this tender offer:

	DATE	REFERENCE	TITLE
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4			
5			
6			
7			
8			
9			
10			

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person authorized to sign the tender:

Full name (in BLOCK letters): \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## **PORTION 2: CONTRACT**

### **PART C1: AGREEMENTS AND CONTRACT DATA**

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## C1.1 FORM OF OFFER AND ACCEPTANCE

STAMP

### OFFER

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

**COO 01-2021/22: Framework Contract for Multidisciplinary Professional Engineering Services for Various Projects in Tshwane, As and When Required, for a Three (3) Year Period**

The tenderer, identified in the offer signature block below, 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 authorised, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

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 contractor in the conditions of contract identified in the contract data.

Acceptance of this offer will not guarantee that the tenderer will be invited to submit a price for any task order or be allocated any task order during the duration of the appointment. Invitation and allocation of task orders will be done solely at the discretion of the employer.

### FOR AND ON BEHALF OF THE TENDERER:

NAME:

(in BLOCK letters)

CAPACITY:

(of authorized agent)

SIGNATURE:

(of authorized agent)

SIGNED at

on this

day of

WITNESSES:

(Full name in BLOCK letters and signature)

1.

2.

## 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 contractor 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

Part C3 Scope of Work

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 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 said documents are valid unless contained in this schedule.

The tenderer shall within two weeks after receiving a letter of acceptance, contact the employer's agent (whose details are given in the contract data) to arrange the delivery of 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 on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five days of the date of such receipt 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 AND ON BEHALF OF THE EMPLOYER:**

NAME:

(in BLOCK letters)

---

CAPACITY:

(of authorized agent)

---

SIGNATURE:

(of authorized agent)

---

SIGNED at

\_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_

WITNESSES:

(Full name in BLOCK letters and signature)

1. \_\_\_\_\_

2. \_\_\_\_\_

## SCHEDULE OF DEVIATIONS

### Notes:

1. The extent of deviations from the tender documents issued by the employer prior to 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.

4.1 Subject: \_\_\_\_\_  
Details: \_\_\_\_\_

4.2 Subject: \_\_\_\_\_  
Details: \_\_\_\_\_

4.3 Subject: \_\_\_\_\_  
Details: \_\_\_\_\_

4.4 Subject: \_\_\_\_\_  
Details: \_\_\_\_\_

4.5 Subject: \_\_\_\_\_  
Details: \_\_\_\_\_

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 the 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 change 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, 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.

Contract: COO 01-2021/22: Framework Contract for Multidisciplinary Professional Engineering Services for Various Projects in Tshwane, As and When Required, for a Three (3) Year Period

Part C1: Agreement and Contract Data

---

**FOR AND ON BEHALF OF THE TENDERER:**

NAME:

(in BLOCK letters)

---

CAPACITY:

(of authorized agent)

---

SIGNATURE:

(of authorized agent)

---

SIGNED at

on this

day of

---

WITNESSES:

(Full name in BLOCK letters and signature)

1.

---

2.

---

**FOR AND ON BEHALF OF THE EMPLOYER:**

NAME:

(in BLOCK letters)

---

CAPACITY:

(of authorized agent)

---

SIGNATURE:

(of authorized agent)

---

SIGNED at

on this

day of

---

WITNESSES:

(Full name in BLOCK letters and signature)

1.

---

2.

---

Contract: COO 01-2021/22: Framework Contract for Multidisciplinary Professional Engineering Services for Various Projects in Tshwane, As and When Required, for a Three (3) Year Period

Part C1: Agreement and Contract Data

---

### **CONFIRMATION OF RECEIPT**

The Tenderer, (now Contractor), identified in the Offer part of this Agreement hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations (if any) today the \_\_\_\_\_ (day) of \_\_\_\_\_ (month) \_\_\_\_\_ (year) at \_\_\_\_\_ (place).

### **FOR AND ON BEHALF OF THE CONTRACTOR:**

NAME:

(in BLOCK letters)

---

CAPACITY:

(of authorized agent)

---

SIGNATURE:

(of authorized agent)

---

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_

WITNESSES:

(Full name in BLOCK letters and signature)

1. \_\_\_\_\_

2. \_\_\_\_\_



## **C1.2 CONTRACT DATA**

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Contract: COO 01-2021/22: Framework Contract for Multidisciplinary Professional Engineering Services for Various Projects in Tshwane, As and When Required, for a Three (3) Year Period

Part C1: Agreement and Contract Data

---

### **C1.2.1 GENERAL CONDITIONS OF CONTRACT**

The general conditions of contract applicable to this contract shall be **NEC3 Framework Contract, 2005 (with amendments April 2013)**, as well as the Data provided by Employer.

Tenderers, contractors and subcontractors shall obtain their own copies of the document **NEC3 Framework Contract, 2005 (with amendments April 2013)** for tendering purposes and for use for the duration of the contract and shall bear all expenses in this regard:

Engineering Contracting Strategies (ECS)

Telephone: 011 803 3008

E-Mail: [admin@ecs.co.za](mailto:admin@ecs.co.za)

Web: [www.ecs.co.za](http://www.ecs.co.za)

OR

Consulting Engineers South Africa (CESA)

Telephone: 011 463 2022

E-Mail: [general@cesa.co.za](mailto:general@cesa.co.za)

Web: [www.cesa.co.za](http://www.cesa.co.za)

OR

South African Institution of Civil Engineering (SAICE)

Telephone: 011 80505947 / 48 / 53

E-Mail: [civilinfo@saice.org.za](mailto:civilinfo@saice.org.za)

Web: [www.saice.org.za](http://www.saice.org.za)

Contract: COO 01-2021/22: Framework Contract for Multidisciplinary Professional Engineering Services for Various Projects in Tshwane, As and When Required, for a Three (3) Year Period

Part C1: Agreement and Contract Data

---

## **C1.2.2 DATA PROVIDED BY THE EMPLOYER**

### **C1.2.2.1 The Data which will apply to all work under the Framework Contract is**

<b>CLAUSE/OPTION</b>	<b>DATA</b>
	The conditions of this contract are <b>the clauses of the NEC3 Framework Contract, 2005 (with amendments April 2013)</b>
10.1	<ul style="list-style-type: none"><li>• The <i>Employer</i> is <b>City of Tshwane Metropolitan Municipality</b>.</li><li>• The <i>Employer</i> has authorised the Divisional Head to act on his behalf in respect of this Contract, save for such duties or functions:<ul style="list-style-type: none"><li>– which other holders of office ex officio execute on behalf of the <i>Employer</i>; or</li><li>– for which the Divisional Head has no authority and the <i>Employer's</i> approval is required before execution thereof.</li></ul></li><li>• The address of the Divisional Head is:  <b>The Enterprise Programme Management Unit Office of the Chief Operations Officer 320 Madiba Street PRETORIA 0001</b></li></ul>
20.1	<ul style="list-style-type: none"><li>• The <i>scope</i> is in <b>Part C3: Scope of Work</b></li></ul>
	<ul style="list-style-type: none"><li>• The <i>selection procedure</i> is in <b>C3.5 Selection Procedure</b></li></ul>
22.2	<ul style="list-style-type: none"><li>• The <i>quotation procedure</i> is in <b>C3.7 Pricing Procedure</b></li></ul>
30.1	<ul style="list-style-type: none"><li>• The <i>period of performance</i> is <b>as and when required for a 3 (three) year period</b>.</li></ul>
	<ul style="list-style-type: none"><li>• The <i>end date</i> will be <b>3 years after date of acceptance</b>.</li></ul>

### C1.2.2.2 The Data which will apply to all Time Charge Orders is

CLAUSE/OPTION	DATA
	<p>The <i>conditions of contract</i> are the core clauses and the clauses for main Option  <b>E: Time based contract</b></p> <p>dispute resolution Option  <b>W1: Dispute resolution</b></p> <p>and secondary Options  <b>X1: Price adjustment for inflation</b>  <b>X2: Changes in the law</b>  <b>X9: Transfer of rights</b>  <b>X10: Employer's Agent</b></p> <p><b>Z: Additional conditions of contract</b></p> <p>of the <b>NEC3 Professional Services Contract, 2005 (with amendments April 20013)</b></p>
<b>1. General</b>	
10.1	<ul style="list-style-type: none"> <li>The <i>Employer</i> is <b>City of Tshwane Metropolitan Municipality</b>.</li> <li>The <i>Employer</i> has authorised the Divisional Head to act on his behalf in respect of this Contract, save for such duties or functions: <ul style="list-style-type: none"> <li>which other holders of office ex officio execute on behalf of the <i>Employer</i>; or</li> <li>for which the Divisional Head has no authority and the <i>Employer's</i> approval is required before execution thereof.</li> </ul> </li> <li>The Divisional Head is: <p><b>Mr. Tiyani Sambo</b>  <b>Enterprise Programme Management Unit</b>  <b>Office of the Chief Operations Officer</b>  <b>320 Madiba Street</b>  <b>PRETORIA</b>  <b>0001</b></p> </li> </ul>
11.2(9)	<ul style="list-style-type: none"> <li>The <i>services</i> are for the provision of professional services specified in the Scope and identified in the Acceptance portion of the Form of Offer and Acceptance</li> </ul>
11.2(11)	<ul style="list-style-type: none"> <li>The Scope will be provided when a Time Charge Order is issued</li> </ul>
12.2	<ul style="list-style-type: none"> <li>The <i>law of the contract</i> is the law of the <b>Republic of South Africa subject to the jurisdiction of the Courts of South Africa</b></li> </ul>
13.1	<ul style="list-style-type: none"> <li>The <i>language</i> of the contract is <b>English</b></li> </ul>
13.3	<ul style="list-style-type: none"> <li>The <i>period for reply</i> is <b>2 (two) weeks</b></li> </ul>
13.6	<ul style="list-style-type: none"> <li>The <i>period for retention</i> is <b>5 (five) years</b> following Completion or earlier termination</li> </ul>
<b>2. The Parties' main responsibilities</b>	
25.2	<ul style="list-style-type: none"> <li>The <i>Employer</i> provides access to persons places and things as stated in the Task Order</li> </ul>

CLAUSE/OPTION	DATA										
5. Payment											
50.1	<ul style="list-style-type: none"> <li>The <i>assessment interval</i> is <b>monthly</b>.</li> </ul>										
50.3	<ul style="list-style-type: none"> <li>The <i>expenses</i> stated by the <i>Employer</i> are <table border="1"> <thead> <tr> <th>Item</th><th>Amount</th></tr> </thead> <tbody> <tr> <td> <ul style="list-style-type: none"> <li>printing or reproduction of documents issued to the <i>Employer</i> or, where instructed by the <i>Employer</i> to Others, other than general correspondence and minor reports</li> <li>covers and binding of documents issued to the <i>Employer</i> or, where instructed by the <i>Employer</i> to Others, other than general correspondence and minor reports</li> <li>maps, models and presentation materials</li> </ul> </td><td> Market related cost or in accordance with the latest Rates for Reimbursable expenses published on <a href="http://www.publicworks.gov.za">www.publicworks.gov.za</a> </td></tr> <tr> <td> <ul style="list-style-type: none"> <li>parking charges and toll fees within the Tshwane municipal area</li> <li>casual labour and miscellaneous hand tools and materials</li> </ul> </td><td>Cost</td></tr> <tr> <td> <ul style="list-style-type: none"> <li>special equipment required to perform specific aspects of a Time Charge Order which is not included in the staff rates</li> <li>specialist studies undertaken by appropriately qualified and competent professionals</li> <li>tests and, where applicable, the making good following such test undertake by specialists or accredited laboratories</li> </ul> </td><td>Open market or competitively tendered process with all deductions for all discounts, rebates and taxes that can be recovered</td></tr> <tr> <td> <ul style="list-style-type: none"> <li>vehicle travel within the Tshwane Municipal area. No vehicle travel outside the borders of Tshwane will be reimbursed.</li> </ul> </td><td> In accordance with the latest Rates for Reimbursable expenses published on <a href="http://www.publicworks.gov.za">www.publicworks.gov.za</a> </td></tr> </tbody> </table> </li> </ul>	Item	Amount	<ul style="list-style-type: none"> <li>printing or reproduction of documents issued to the <i>Employer</i> or, where instructed by the <i>Employer</i> to Others, other than general correspondence and minor reports</li> <li>covers and binding of documents issued to the <i>Employer</i> or, where instructed by the <i>Employer</i> to Others, other than general correspondence and minor reports</li> <li>maps, models and presentation materials</li> </ul>	Market related cost or in accordance with the latest Rates for Reimbursable expenses published on <a href="http://www.publicworks.gov.za">www.publicworks.gov.za</a>	<ul style="list-style-type: none"> <li>parking charges and toll fees within the Tshwane municipal area</li> <li>casual labour and miscellaneous hand tools and materials</li> </ul>	Cost	<ul style="list-style-type: none"> <li>special equipment required to perform specific aspects of a Time Charge Order which is not included in the staff rates</li> <li>specialist studies undertaken by appropriately qualified and competent professionals</li> <li>tests and, where applicable, the making good following such test undertake by specialists or accredited laboratories</li> </ul>	Open market or competitively tendered process with all deductions for all discounts, rebates and taxes that can be recovered	<ul style="list-style-type: none"> <li>vehicle travel within the Tshwane Municipal area. No vehicle travel outside the borders of Tshwane will be reimbursed.</li> </ul>	In accordance with the latest Rates for Reimbursable expenses published on <a href="http://www.publicworks.gov.za">www.publicworks.gov.za</a>
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<ul style="list-style-type: none"> <li>special equipment required to perform specific aspects of a Time Charge Order which is not included in the staff rates</li> <li>specialist studies undertaken by appropriately qualified and competent professionals</li> <li>tests and, where applicable, the making good following such test undertake by specialists or accredited laboratories</li> </ul>	Open market or competitively tendered process with all deductions for all discounts, rebates and taxes that can be recovered										
<ul style="list-style-type: none"> <li>vehicle travel within the Tshwane Municipal area. No vehicle travel outside the borders of Tshwane will be reimbursed.</li> </ul>	In accordance with the latest Rates for Reimbursable expenses published on <a href="http://www.publicworks.gov.za">www.publicworks.gov.za</a>										
51.1	<ul style="list-style-type: none"> <li>The period within which payment is made is <b>30 (thirty) days</b>.</li> </ul>										
51.2	<ul style="list-style-type: none"> <li>The <i>currency of this contract</i> is <b>South African Rand (ZAR)</b>.</li> </ul>										

CLAUSE/OPTION	DATA		
51.5	<ul style="list-style-type: none"><li>The <i>interest rate</i> is <b>2% (two percent)</b> per annum above the <b>prime lending rate</b> of the <b>Employer's</b> bank at the time an interest payment is due.</li></ul>		
8. Indemnity, insurance and liability	<ul style="list-style-type: none"><li>The amounts of insurance and the periods for which the Consultant maintains insurance are:</li></ul>		
	Event	Cover	Period following Completion of the whole of the services or earlier termination
	Failure of the consultant to use the skill and care normally used by professionals providing services similar to the services	The Consultant shall insure against professional negligence, errors and omissions under a Professional Indemnity policy for <b>at least R10-million per claim and the number of claims unlimited</b>	<b>5 years</b>
	Death of or bodily injury to a person (not an employee of the Consultant) or loss of or damage to property resulting from an action or failure to take action by the Consultant	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the Consultant's common law liability for people falling outside the scope of the Act <b>with a limit of indemnity of not less than R5-million in respect of each claim, without limit to the number of claims</b>	<b>12 months</b>
	Death or bodily injury to employees of the Consultant arising out of and in the course of their employment in connection with this contract	That which is prescribed by the Compensation Injuries and disease Act No. 130 of 1993 as amended and whatever the Consultant deems desirable in addition	<b>12 months</b>
Option E			
21 Consultant's obligations			
21.4	<ul style="list-style-type: none"><li>The Consultant prepares forecasts of the total Time Charge and <i>expenses</i> at intervals no longer than <b>30 (thirty) days</b>.</li></ul>		

CLAUSE/OPTION	DATA
<b>W1 Option W1</b>	
W1.1	<ul style="list-style-type: none"> <li>The <i>Adjudicator</i> is the person selected by the Parties in terms of the relevant Z Clause from the Panel of NEC Adjudicators set up by the Joint Civils Division of the Institution of Civil Engineers and the South African Institution of Civil Engineering.</li> </ul>
W1.2(3)	<ul style="list-style-type: none"> <li>The <i>Adjudicator nominating body</i> is the Chairman of the Joint Civils Division of the Institution of Civil Engineers and the South African Institution of Civil Engineering.</li> </ul>
W1.4(2)	<ul style="list-style-type: none"> <li>The <i>tribunal</i> is a South African court of law.</li> </ul>
<b>X1 Price adjustment for inflation</b>	
X1.1	<ul style="list-style-type: none"> <li>The <i>index</i> is the index as per Statistical News Release P0141, Table B1 – CPI Headline, as published by Statistics South Africa</li> </ul>
	<ul style="list-style-type: none"> <li>The <i>staff rates</i> are: <ul style="list-style-type: none"> <li>fixed at the Contract Date and are not variable with changes are those that are based on a rate per hour.</li> <li>variable with changes in salary paid to individuals are those derived from the total annual cost of employment or the daily market related wage.</li> </ul> </li> </ul>
<b>X2 Changes in law</b>	
X2.1	<ul style="list-style-type: none"> <li>The <i>law of the project</i> is the law of the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.</li> </ul>
<b>X10 Employer's Agent</b>	
X10.1	<ul style="list-style-type: none"> <li>The <i>Employer's Agent</i> is stated in the Task Order.</li> </ul>
	<ul style="list-style-type: none"> <li>The authority of the <i>Employer's Agent</i> is fully empowered to act on behalf of the <i>Employer</i> for the services covered by the Task Order and will accept, or not accept, the <i>Consultant's</i> assessment of the amount due in terms of the contract</li> </ul>
<b>Z Additional conditions of contract</b>	The <i>additional conditions of contract</i> are:
<b>Z1 Tax Invoices</b>	<p><b>The <i>Consultant's</i> invoice</b></p> <p>Delete the first sentence of core Clause 50.2 and replace by:</p> <p>Invoices submitted by the <i>Consultant</i> to the <i>Employer</i> include:</p> <ul style="list-style-type: none"> <li>the details stated in the Scope to show how the amount due has been assessed, and</li> <li>the details required by the <i>Employer</i> for a valid tax invoice.</li> </ul> <p>Delete the first sentence of core Clause 51.1 and replace by:</p>

CLAUSE/OPTION	DATA
	<p>Each payment is made by the <i>Employer</i> within 30 days of receiving the <i>Consultant's</i> invoice showing the details which this contract requires or, if a different period is stated in the Contract Data, within the period stated</p>
<p>Z2      Communications</p>	<p>Add to the end of the first sentence in core Clause 13.1</p> <p>Excluding communication by a communication protocol allowing the interchange of short text messages between mobile telephone devices and a store-and-forward method of writing, sending, receiving and saving messages over the internet.</p>
<p>Z3      Selection and appointment of the Adjudicator</p>	<ul style="list-style-type: none"> <li>• A Party may at any time notify the other Party of the names of two persons he has chosen from the Panel of NEC Adjudicators set up by the Joint Civils Division of the Institution of Civil Engineers and the South African Institution of Civil Engineering (see <a href="http://www.jointcivils.co.za">www.jointcivils.co.za</a>) whose availability to act as the Adjudicator the notifying Party has confirmed. The other Party selects one of the two persons chosen to be the Adjudicator within four days of receiving the notice, failing which the person chosen by the notifying Party will be the Adjudicator. The Parties appoint the selected Adjudicator under the NEC Adjudicator's Contract, June 2005 with amendments June 2006.</li> </ul>
<p>Z4      Notification of a compensation event</p>	<ul style="list-style-type: none"> <li>• Replace eight weeks in clause 61.3 with four weeks.</li> </ul>



### C1.2.2.3 The Data which will apply to all Package Orders is

CLAUSE/OPTION	DATA
	<p>The <i>conditions of contract</i> are the core clauses and the clauses for main Option  <b>G: Term contract</b></p> <p>dispute resolution Option  <b>W1: Dispute resolution</b></p> <p>and secondary Options  <b>X1: Price adjustment for inflation</b>  <b>X2: Changes in the law</b>  <b>X9: Transfer of rights</b>  <b>X10: Employer's Agent</b></p> <p><b>Z: Additional conditions of contract</b></p> <p>of the <b>NEC3 Professional Services Contract, 2005 (with amendments April 20013)</b></p>
<b>1. General</b>	
10.1	<ul style="list-style-type: none"> <li>The <i>Employer</i> is <b>City of Tshwane Metropolitan Municipality</b>.</li> <li>The <i>Employer</i> has authorised the Divisional Head to act on his behalf in respect of this Contract, save for such duties or functions: <ul style="list-style-type: none"> <li>which other holders of office ex officio execute on behalf of the <i>Employer</i>; or</li> <li>for which the Divisional Head has no authority and the <i>Employer's</i> approval is required before execution thereof.</li> </ul> </li> <li>The Divisional Head is: <p><b>Mr Tiyani Sambo</b>  <b>Enterprise Programme Management Unit</b>  <b>City Strategy and Organisational Performance Department</b>  <b>320 Madiba Street</b>  <b>PRETORIA</b>  <b>0001</b></p> </li> </ul>
11.2(9)	<ul style="list-style-type: none"> <li>The <i>services</i> are for the provision of professional services specified in the Scope and identified in the Acceptance portion of the Form of Offer and Acceptance</li> </ul>
11.2(11)	<ul style="list-style-type: none"> <li>The Scope will be provided when a Time Charge Order is issued</li> </ul>
12.2	<ul style="list-style-type: none"> <li>The <i>law of the contract</i> is the law of the <b>Republic of South Africa subject to the jurisdiction of the Courts of South Africa</b></li> </ul>
13.1	<ul style="list-style-type: none"> <li>The <i>language</i> of the contract is <b>English</b></li> </ul>
13.3	<ul style="list-style-type: none"> <li>The <i>period for reply</i> is <b>2 (two) weeks</b></li> </ul>
13.6	<ul style="list-style-type: none"> <li>The <i>period for retention</i> is <b>5 (five) years</b> following Completion or earlier termination</li> </ul>
<b>2. The Parties' main responsibilities</b>	
25.2	<ul style="list-style-type: none"> <li>The <i>Employer</i> provides access to persons places and things as stated in the Task Order</li> </ul>

CLAUSE/OPTION	DATA										
<b>5. Payment</b>											
50.1	<ul style="list-style-type: none"> <li>The <i>assessment interval</i> is <b>monthly</b>.</li> </ul>										
50.3	<ul style="list-style-type: none"> <li>The <i>expenses</i> stated by the <i>Employer</i> are <table border="1"> <thead> <tr> <th>Item</th><th>Amount</th></tr> </thead> <tbody> <tr> <td> <ul style="list-style-type: none"> <li>printing or reproduction of documents issued to the <i>Employer</i> or, where instructed by the <i>Employer</i> to Others, other than general correspondence and minor reports</li> <li>covers and binding of documents issued to the <i>Employer</i> or, where instructed by the <i>Employer</i> to Others, other than general correspondence and minor reports</li> <li>maps, models and presentation materials</li> </ul> </td><td> Market related cost or in accordance with the latest Rates for Reimbursable expenses published on <a href="http://www.publicworks.gov.za">www.publicworks.gov.za</a> </td></tr> <tr> <td> <ul style="list-style-type: none"> <li>parking charges and toll fees within the Tshwane municipal area</li> <li>casual labour and miscellaneous hand tools and materials</li> </ul> </td><td>Cost</td></tr> <tr> <td> <ul style="list-style-type: none"> <li>special equipment required to perform specific aspects of a Time Charge Order which is not included in the staff rates</li> <li>specialist studies undertaken by appropriately qualified and competent professionals</li> <li>tests and, where applicable, the making good following such test undertake by specialists or accredited laboratories</li> </ul> </td><td>Open market or competitively tendered process with all deductions for all discounts, rebates and taxes that can be recovered</td></tr> <tr> <td> <ul style="list-style-type: none"> <li>vehicle travel within the Tshwane Municipal area</li> </ul> </td><td> In accordance with the latest Rates for Reimbursable expenses published on <a href="http://www.publicworks.gov.za">www.publicworks.gov.za</a> </td></tr> </tbody> </table> </li> </ul>	Item	Amount	<ul style="list-style-type: none"> <li>printing or reproduction of documents issued to the <i>Employer</i> or, where instructed by the <i>Employer</i> to Others, other than general correspondence and minor reports</li> <li>covers and binding of documents issued to the <i>Employer</i> or, where instructed by the <i>Employer</i> to Others, other than general correspondence and minor reports</li> <li>maps, models and presentation materials</li> </ul>	Market related cost or in accordance with the latest Rates for Reimbursable expenses published on <a href="http://www.publicworks.gov.za">www.publicworks.gov.za</a>	<ul style="list-style-type: none"> <li>parking charges and toll fees within the Tshwane municipal area</li> <li>casual labour and miscellaneous hand tools and materials</li> </ul>	Cost	<ul style="list-style-type: none"> <li>special equipment required to perform specific aspects of a Time Charge Order which is not included in the staff rates</li> <li>specialist studies undertaken by appropriately qualified and competent professionals</li> <li>tests and, where applicable, the making good following such test undertake by specialists or accredited laboratories</li> </ul>	Open market or competitively tendered process with all deductions for all discounts, rebates and taxes that can be recovered	<ul style="list-style-type: none"> <li>vehicle travel within the Tshwane Municipal area</li> </ul>	In accordance with the latest Rates for Reimbursable expenses published on <a href="http://www.publicworks.gov.za">www.publicworks.gov.za</a>
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51.1	<ul style="list-style-type: none"> <li>The period within which payment is made is <b>30 (thirty) days</b>.</li> </ul>										
51.2	<ul style="list-style-type: none"> <li>The <i>currency of this contract</i> is <b>South African Rand (ZAR)</b>.</li> </ul>										

CLAUSE/OPTION		DATA		
51.5		<ul style="list-style-type: none"><li>The <i>interest rate</i> is <b>2% (two percent)</b> per annum above the <b>prime lending rate</b> of the <b>Employer’s</b> bank at the time an interest payment is due.</li></ul>		
8.	Indemnity, insurance and liability	<ul style="list-style-type: none"><li>The amounts of insurance and the periods for which the Consultant maintains insurance are:</li></ul>		
		Event	Cover	Period following Completion of the whole of the services or earlier termination
		Failure of the consultant to use the skill and care normally used by professionals providing services similar to the services	The Consultant shall insure against professional negligence, errors and omissions under a Professional Indemnity policy for <b>at least R10-million per claim and the number of claims unlimited</b>	5 years
		Death of or bodily injury to a person (not an employee of the Consultant) or loss of or damage to property resulting from an action or failure to take action by the Consultant	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the Consultant’s common law liability for people falling outside the scope of the Act <b>with a limit of indemnity of not less than R5-million in respect of each claim, without limit to the number of claims</b>	12 months
		Death or bodily injury to employees of the Consultant arising out of and in the course of their employment in connection with this contract	That which is prescribed by the Compensation Injuries and disease Act No. 130 of 1993 as amended and whatever the Consultant deems desirable in addition	12 months
Option G				
21	Consultant’s obligations			
21.4		<ul style="list-style-type: none"><li>The Consultant prepares forecasts of the total Time Charge and <i>expenses</i> at intervals no longer than <b>30 (thirty) days</b>.</li></ul>		
W1	Option W1			

CLAUSE/OPTION	DATA
W1.1  W1.2(3)  W1.4(2)	<ul style="list-style-type: none"> <li>The <i>Adjudicator</i> is the person selected by the Parties in terms of the relevant Z Clause from the Panel of NEC Adjudicators set up by the Joint Civils Division of the Institution of Civil Engineers and the South African Institution of Civil Engineering.</li> <li>The <i>Adjudicator nominating body</i> is the Chairman of the Joint Civils Division of the Institution of Civil Engineers and the South African Institution of Civil Engineering.</li> <li>The <i>tribunal</i> is a South African court of law.</li> </ul>
X1 <b>Price adjustment for inflation</b>   X1.1	<ul style="list-style-type: none"> <li>The <i>index</i> is the index as per Statistical News Release P0141, Table B1 – CPI Headline, as published by Statistics South Africa</li> <li>The <i>staff rates</i> are: <ul style="list-style-type: none"> <li>fixed at the Contract Date and are not variable with changes are those that are based on a rate per hour.</li> <li>variable with changes in salary paid to individuals are those derived from the total annual cost of employment or the daily market related wage.</li> </ul> </li> </ul>
X2 <b>Changes in law</b>   X2.1	<ul style="list-style-type: none"> <li>The <i>law of the project</i> is the law of the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.</li> </ul>
X10 <b>Employer's Agent</b>   X10.1	<ul style="list-style-type: none"> <li>The <i>Employer's Agent</i> is stated in the Task Order.</li> <li>The authority of the <i>Employer's Agent</i> is fully empowered to act on behalf of the <i>Employer</i> for the services covered by the Task Order and will accept, or not accept, the <i>Consultant's</i> assessment of the amount due in terms of the contract</li> </ul>
Z <b>Additional conditions of contract</b>	The <i>additional conditions of contract</i> are:
Z1      Tax Invoices	<p><b>The <i>Consultant's</i> invoice</b></p> <p>Delete the first sentence of core Clause 50.2 and replace by:</p> <p>Invoices submitted by the <i>Consultant</i> to the <i>Employer</i> include:</p> <ul style="list-style-type: none"> <li>the details stated in the Scope to show how the amount due has been assessed, and</li> <li>the details required by the <i>Employer</i> for a valid tax invoice.</li> </ul> <p>Delete the first sentence of core Clause 51.1 and replace by:</p> <p>Each payment is made by the <i>Employer</i> within three weeks of receiving the <i>Consultant's</i> invoice showing the details which this contract requires or, if a different period is stated in the Contract Data, within the period stated</p>

CLAUSE/OPTION		DATA
Z2	Communications	<p>Add to the end of the first sentence in core Clause 13.1</p> <p>Excluding communication by a communication protocol allowing the interchange of short text messages between mobile telephone devices and a store-and-forward method of writing, sending, receiving and saving messages over the internet.</p>
Z3	Selection and appointment of the Adjudicator	<ul style="list-style-type: none"><li>• A Party may at any time notify the other Party of the names of two persons he has chosen from the Panel of NEC Adjudicators set up by the Joint Civils Division of the Institution of Civil Engineers and the South African Institution of Civil Engineering (see <a href="http://www.jointcivils.co.za">www.jointcivils.co.za</a>) whose availability to act as the Adjudicator the notifying Party has confirmed. The other Party selects one of the two persons chosen to be the Adjudicator within four days of receiving the notice, failing which the person chosen by the notifying Party will be the Adjudicator. The Parties appoint the selected Adjudicator under the NEC Adjudicator's Contract, June 2005 with amendments June 2006.</li></ul>
Z4	Notification of a compensation event	<ul style="list-style-type: none"><li>• Replace <b>eight weeks</b> in clause 61.3 with <b>four weeks</b>.</li></ul>

### **C1.2.3 DATA PROVIDED BY THE SUPPLIER**

#### **C1.2.3.1 Data which will apply to all work under the Framework Contract**

CLAUSE/OPTION	DATA
10.1	<ul style="list-style-type: none"><li>The legal name of the Service Provider is:</li></ul>
	<ul style="list-style-type: none"><li>Physical Address:</li></ul>
	<ul style="list-style-type: none"><li>Postal Address:</li></ul>
	<ul style="list-style-type: none"><li>Telephone</li></ul>
	<ul style="list-style-type: none"><li>Facsimile:</li></ul>
	<ul style="list-style-type: none"><li>E-Mail Address:</li></ul>
5.3 Designated Representative	<ul style="list-style-type: none"><li>The authorised and designated representative of the Service Provider is:</li></ul>
	<ul style="list-style-type: none"><li>The address for receipt of communications is:</li></ul>
	<ul style="list-style-type: none"><li>Physical Address:</li></ul>
	<ul style="list-style-type: none"><li>Postal Address:</li></ul>
	<ul style="list-style-type: none"><li>Telephone</li></ul>
	<ul style="list-style-type: none"><li>Facsimile:</li></ul>
	<ul style="list-style-type: none"><li>E-Mail Address:</li></ul>



## **PART C3: SCOPE OF WORK**

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### **C3.1 EMPLOYER'S OBJECTIVES**

The Employer's objective is to create design and construction supervision capacity by appointing multiple Professional Services Providers for the design and construction supervision of various projects in the Tshwane area on a framework contract, as-and-when required basis for a 3 year period.

It is the objective of the CoT to appoint a panel of professional service providers per category of expertise. Bidders can submit bids for the professional discipline in which they do have the required skills and professionally registered personnel. Appointments will be made per professional discipline.

Future invitations will be done in the specific field of expertise that Professional Service Providers were appointed. Any multi-disciplined projects will require companies that were appointed in all the fields of expertise required for the multi-disciplined project.

Professional Service Providers will be invited according to the procedure as stipulated in the City of Tshwane Supply Chain Policy and a second round of functional evaluation will be conducted to focus on the project specific requirements and experience required.

It is the objective of the City to appoint the bidders for each discipline as indicate below:

<b>Disciplines</b>
Civil Engineering
Civil Engineering specialising in Structural Engineering
Civil Engineering specialising in Traffic Engineering
Civil Engineering specialising in Pavement Engineering
Civil Engineering specialising in Dams, weirs (Dam Safety Officer)
Mechanical Engineering
Electrical Engineering
Architectural
Construction Project Management
Quantity Surveying
Town Planning
Environmental Assessment Practitioner
Land Surveying
Geotechnical Engineering
Social Facilitator
Landscape Architect
Urban Designer

### **C3.2 BACKGROUND**

Various projects will be executed by the City within the next three years. These projects entail various fields of expertise that will require Professional Service Providers within the specific field of skill.

### **C3.3 MANAGEMENT / OVERSIGHT STRUCTURES FOR THE PROJECT**

Projects will be managed by the officials from the relevant Department that is managing and implementing the project. During the design and construction stages officials from the Department will be nominated to manage these stages.

### **C3.4 DESCRIPTION OF THE SERVICES**

#### **C3.4.1 DESCRIPTION OF THE SERVICES: ENGINEERING**

The Service Provider will be required to perform the following services in accordance with the Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No.46 of 2000):

#### **Planning, Studies, Investigations and Assessments**

These typical services relate to carrying out studies and investigations as well as the preparation and submissions of reports embodying preliminary proposals or initial feasibility studies and will normally remunerated on a time and cost basis.

Typical Functions	Typical Deliverables
<ol style="list-style-type: none"><li>1. Consultation with employer or employer's authorized representative.</li><li>2. Inspection of the site of the project.</li><li>3. Developing a scope of work where required.</li><li>4. Preliminary investigation, route location, planning and a level of design appropriate to allow decisions on feasibility and the selection of the most desirable project option.</li><li>5. Assessments of existing built environment elements with a view to informing the project options, the scope of work and how to refurbish and/or integrate new works with existing works.</li><li>6. Consultation with authorities having rights or powers of sanction as well as consultation with public and stakeholder groups.</li><li>7. Advice to employer as to regulatory and statutory requirements, including environmental management and the need for surveys, analyses, tests and site or other investigations, as well as approvals, where such are required for the completion of the report, and arranging for these to be carried out at the employer's expense.</li><li>8. Searching for, obtaining, investigating and collating available data, drawings and plans relating to the works.</li><li>9. Investigating financial and economic implications relating to the proposals or feasibility studies.</li><li>10. Clause 9 does not normally apply to civil and structural services on Building Projects where these services are provided by a Quantity Surveyor, except as far as the interpretation of cost figures in respect of the Engineer's scope of work is concerned.</li></ol>	<ul style="list-style-type: none"><li>♦ Collation of information;</li><li>♦ Reports on options and technical and financial feasibility and related implications;</li><li>♦ List of consents and approvals; and</li><li>♦ Schedule of required surveys, tests, analyses, site and other investigations.</li></ul>

#### **Normal Services**

Stage 1: Inception (Defined as: Establish employer requirements and preferences assess user needs and options, appointment of necessary consultants, establish the project brief including project objectives, priorities, constraints, assumptions aspirations and strategies).

Typical Functions	Typical Deliverables
<ol style="list-style-type: none"> <li>1. Assist in developing a clear project brief.</li> <li>2. Attend project initiation meetings.</li> <li>3. Advise on procurement policy for the project.</li> <li>4. Advise on the rights, constraints, consents and approvals.</li> <li>5. Define the scope of services and scope of work required.</li> <li>6. Conclude the terms of the agreement with the employer.</li> <li>7. Inspect the site and advise on the necessary surveys, analyses, tests and site or other investigations where such information will be required for Stage 2 including the availability and location of infrastructure and services.</li> <li>8. Determine the availability of data, drawings and plans relating to the project.</li> <li>9. Advise on criteria that could influence the project life cycle cost significantly.</li> <li>10. Provide necessary information with the agreed scope of the project to other consultants involved.</li> </ol>	<ul style="list-style-type: none"> <li>♦ Agreed scope of services and scope of work;</li> <li>♦ Signed agreement;</li> <li>♦ Report on project, site and functional requirements;</li> <li>♦ Schedule of required surveys, tests, analyses, site and other investigations; and</li> <li>♦ Schedule of consents and approvals.</li> </ul>

Stage 2: Concept and Viability (also called Preliminary Design) (Defined as: Prepare and finalise the project concept in accordance with the brief, including project scope, scale, character, form and function, plus preliminary programme and viability of the project).

Typical Functions	Typical Deliverables
<ol style="list-style-type: none"> <li>1. Agree documentation programme with principle consultant and other consultants involved.</li> <li>2. Attend design and consultants' meetings.</li> <li>3. Establish the concept design criteria.</li> <li>4. Prepare initial concept design and related documentation.</li> <li>5. Advise the employer regarding further surveys, analyses, tests and investigations which may be required.</li> <li>6. Establish regulatory authorities' requirements and incorporate into the design.</li> <li>7. Refine and assess the concept design to ensure conformance with all regulatory requirements and consents.</li> <li>8. Establish access, utilities, services and connections for the design.</li> <li>9. Coordinate design interfaces with other consultants involved.</li> <li>10. Prepare process designs (where required), preliminary designs and related documentation for approval by authorities and employer and suitable for costing.</li> <li>11. Provide cost estimates and life cycle costs as required.</li> </ol>	<ul style="list-style-type: none"> <li>♦ Concept design;</li> <li>♦ Schedule of required surveys, tests and other investigations and related reports;</li> <li>♦ Process design;</li> <li>♦ Preliminary design; and</li> <li>♦ Cost estimates as required.</li> </ul>

Typical Functions	Typical Deliverables
12. Liaise, cooperate and provide necessary information to the employer, principle consultant and other consultants.	

**Stage 2 Review: Concept and Viability Review (also called Preliminary Design Review)** (Defined as: Review of concept and viability report(s) and all related information (project scope, scale, character, form and function, preliminary programme and viability of the project) of an existing project which were prepared by a previously appointed consultant whose contract has ended/expired.

Typical Functions	Typical Deliverables
<ol style="list-style-type: none"> <li>Carefully studying and critically reviewing concept and viability report(s).</li> <li>Attend meetings with client.</li> <li>Critically review of preliminary programme.</li> <li>Amending/adjusting of preliminary programme.</li> <li>Advise the employer regarding further surveys, analyses, tests and investigations which may be required.</li> <li>Advise the employer if project is viable.</li> <li>Make adjustments to the concept and viability report and all related information.</li> <li>Recalculating project costs.</li> <li>Taking professional liability of concept and viability report.</li> <li>Liaise, cooperate and provide necessary information to the employer, principle consultant and other consultants.</li> </ol>	<ul style="list-style-type: none"> <li>Preliminary design review report;</li> <li>Schedule of required surveys, tests and any other investigations that may be required;</li> <li>Adjusted programme;</li> <li>Cost review report; and</li> <li>Statement/Certification indicating that consultant assumes professional liability of Stage 2 after carefully reviewing and amending/adjusting all available information for this stage.</li> </ul>

**Stage 3: Design Development (also termed Detail Design)** (Defined as: Develop the approved concept to finalize the design, outline specifications, cost plan, financial viability and programme for the project)

Typical Functions	Typical Deliverables
<ol style="list-style-type: none"> <li>Review documentation programme with principal consultant and other consultants involved.</li> <li>Attend design and consultants' meetings.</li> <li>Incorporate employer's and authorities' detailed requirements into the design.</li> <li>Incorporate other consultant's designs and requirements into the design.</li> <li>Prepare design development drawings including draft technical details and specifications.</li> <li>Review and evaluate design and outline specification and exercise cost control.</li> <li>Prepare detailed estimates of construction cost.</li> <li>Liaise, co-operate and provide necessary information to the principal consultant and other consultants involved.</li> <li>Submit the necessary design documentation to local and other authorities for approval.</li> </ol>	<ul style="list-style-type: none"> <li>Design development drawings;</li> <li>Outline specifications;</li> <li>Local and other authority submission drawings and reports;</li> <li>Detailed estimates of construction costs; and</li> <li>Report indicating that consultant assumes professional liability of stage 3 after carefully reviewing and amending/adjusting all available information for this stage.</li> </ul>

**Stage 3 Review: Design Development Review (also termed Detail Design Review)** (Defined as: Review of detailed design drawings (dxf/dwg/pdf), design report(s) and all project related information (design specifications, client specifications, health and safety specifications, statutory requirements, costing plan, financial viability and programme for the project) of an existing project which were prepared by a previously appointed consultant whose contract has ended/expired.

Typical Functions	Typical Deliverables
<ol style="list-style-type: none"> <li>Carefully studying and critically reviewing detailed designs</li> <li>Attend meetings with client.</li> <li>Critically review of programme.</li> <li>Amending/adjusting of programme.</li> <li>Making adjustments/changes on the electronic design drawings (dxf/dwg/pdf) where necessary.</li> <li>Advise the employer regarding further surveys, analyses, tests and investigations which may be required.</li> <li>Reviewing and recalculating of detailed estimates of construction cost.</li> <li>Taking professional liability of reviewed and adjusted design drawings and design report.</li> <li>Liaise, cooperate and provide necessary information to the employer, principle consultant and other consultants.</li> <li>Re-submit the necessary design documentation to local and other authorities for approval (Wayleave).</li> </ol>	<ul style="list-style-type: none"> <li>Design development drawings;</li> <li>Outline specifications;</li> <li>Local and other authority submission drawings and reports; and</li> <li>Detailed estimates of construction costs.</li> </ul>

**Stage 4: Documentation and Procurement** (Defined as: Prepare procurement and construction documentation, confirm and implement the procurement strategies and procedures for effective and timeous procurement of necessary resources for execution of the project).

Typical Functions	Typical Deliverables
<ol style="list-style-type: none"> <li>Attend design and consultants' meetings.</li> <li>Prepare specifications and preambles for the works.</li> <li>Accommodate services design.</li> <li>Check cost estimates and adjust designs and documents if necessary to remain within budget.</li> <li>Formulate the procurement strategy for contractors or assist the principal consultant where relevant.</li> <li>Prepare documentation for contractor procurement.</li> <li>Review designs, drawings and schedules for compliance with approved budget.</li> <li>Assist in calling for tenders and/or negotiation of prices and/or assist the principal consultant where relevant.</li> </ol>	<ul style="list-style-type: none"> <li>Specifications;</li> <li>Services co-ordination;</li> <li>Working drawings;</li> <li>Budget construction cost;</li> <li>Tender documentation;</li> <li>Tender evaluation report;</li> <li>Tender recommendations; and</li> <li>Priced contract documentation.</li> </ul>

<p>9. Liaise, co-operate and provide necessary information to the principal consultant and the other consultants as required.</p> <p>10. Provide information to the client which will assist in the evaluation of tenders.</p> <p>11. Assist with the preparation of contract documentation for signature.</p> <p>12. Assist in pricing, documentation and tender evaluation as required when the detailed services for these activities are provided by others</p> <p>13. Assess samples and products for compliance and design intent.</p>	
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Stage 5: Contract Administration and Inspection (Defined as: Manage, administer and monitor the construction contracts and processes including preparation and coordination of procedures and documentation to facilitate practical completion of the works)

Typical Functions	Typical Deliverables
<p>1. Attend site handover.</p> <p>2. Issue construction documentation in accordance with the documentation schedule including, in the case of structural engineering, reinforcing bending schedules and detailing and specifications of structural steel sections and connections.</p> <p>3. Carry out contract administration procedures in terms of the contract.</p> <p>4. Prepare schedules of predicted cash flow.</p> <p>5. Prepare pro-active estimates of proposed variations for employer decision making.</p> <p>6. Attend regular site, technical and progress meetings.</p> <p>7. Review the Contractor's quality control programme and advice and agree a quality assurance plan.</p> <p>8. Inspect works for quality and conformity to contract documentation, on average once every 2 weeks during the course of the works as described in more detail C3.4.3.2 for Level 1: periodic construction monitoring.</p> <p>9. Review outputs of quality assurance procedures and advice the contractor and client on the adequacy and need for additional controls, inspections and testing.</p> <p>10. Adjudicate and resolve financial claims by contractor(s).</p> <p>11. Assist in the resolution of contractual claims by the contractor.</p> <p>12. Establish and maintain a financial control system.</p> <p>13. Clarify details and descriptions during construction as required.</p> <p>14. Prepare valuations for payment certificates to be issued by the principal agent.</p>	<ul style="list-style-type: none"> <li>♦ Schedules of predicted cash flow;</li> <li>♦ Construction documentation;</li> <li>♦ Drawing register;</li> <li>♦ Estimates for proposed variations;</li> <li>♦ Contract instructions;</li> <li>♦ Financial control reports;</li> <li>♦ Valuations for payment certificates;</li> <li>♦ Progressive and draft final account(s);</li> <li>♦ Practical completion and defects list; and</li> <li>♦ Electrical Certificate of Compliance.</li> </ul>

Typical Functions	Typical Deliverables
15. Instruct, witness and review of all tests and mock ups carried out both on and off site. 16. Check and approve contractor drawings for design intent. 17. Update and issue drawings register. 18. Issue contract instructions as and when required. 19. Review and comment on operation and maintenance manuals, guarantee certificates and warranties. 20. Inspect the works and issue practical completion and defects lists. 21. Arranging for the delivery of all test certificates, statutory (regulatory) and other approvals, as built drawings and operating manuals.	

Stage 6: Close-Out (Defined as: Fulfil and complete the project close-out including necessary documentation to facilitate effective completion, handover and operation of the project)

Typical Functions	Typical Deliverables
1. Inspect and verify the rectification of defects. 2. Receive, comment and approve relevant payment valuations and completion certificates. 3. Facilitate and/or procure operations and maintenance manuals, guarantees and warranties. 4. Prepare and/or procure as-built drawings and documentation. 5. Conclude the final accounts where relevant.	<ul style="list-style-type: none"> <li>♦ Valuations for payment certificates.</li> <li>♦ Works and final completion lists.</li> <li>♦ Operations and maintenance manuals, guarantees and warranties.</li> <li>♦ As-built drawings and documentation.</li> <li>♦ Final accounts.</li> </ul>

#### Revision of stages already completed

In cases where Stages 1, 2 or 3 have been previously completed by another consultant the Employer can require a revision of such a stage. The Typical Functions and Deliverables will be adjusted to suit the level and extent of the revision required.

The percentage for the stage in the case of cost based appointments will also be adjusted from the guideline percentages to suit the level and extent of the revision required.

#### Additional Services

Additional Services pertaining to all stages of the project

- (1) All services related to defining the scope of work, previously carried out under the report stage and that was normally paid for on a time and cost basis.
- (2) Enquiries not directly concerned with the works and its subsequent utilization.
- (3) Valuation for purchase, sale or leasing of plant, equipment, material, systems, land or buildings or arranging for such valuation.
- (4) Making arrangements for way leaves, servitudes or expropriations.
- (5) Negotiating and arranging for the provision or diversion of services not forming part of the works.
- (6) Additional work in obtaining the formal approval of the appropriate Government Departments or Public Authorities, including the making of such revisions as may be required as a result of

- decisions of such Departments or Authorities arising out of changes in policy, undue delay, or other causes beyond the consulting engineer's control.
- (7) Additional work related to monitoring as required by any Government Departments or Authorities in order to facilitate regulatory approvals and certification (e.g. Mines Health and Safety Act 29 of 1996).
  - (8) Topographical and environmental surveys, analyses, tests and site or foundation or other investigations, model tests, laboratory tests and analyses carried out on behalf of the employer.
  - (9) Setting out or staking out the works and indicating any boundary beacons and other reference marks.
  - (10) Preparation of drawings for manufacture and installation or detailed checking of such for erection or installation fit.
  - (11) Detailed inspection, reviewing and checking of designs and drawings not prepared by the service provider and submitted by any contractor or potential contractor as alternative to those embodied in tender or similar documents prepared by the consulting engineer.
  - (12) Travel and travel time costs related to offsite inspection and testing of materials and plant during manufacture and or prior to delivery to site.
  - (13) Preparing and setting out particulars and calculations in a form required by any relevant authority.
  - (14) Abnormal additional services by or costs to the service provider due to the failure of a contractor or others to perform their required duties adequately and on time.
  - (15) Executing or arranging for the periodic monitoring and adjustment of the works, after final handover and completion of construction and commissioning, in order to optimize or maintain proper functioning of any process or system.
  - (16) Investigating or reporting on tariffs or charges leviable by or to the employer.
  - (17) Advance ordering or reservation of materials and obtaining licenses and permits.
  - (18) Preparing detailed operating, operation and maintenance manuals.
  - (19) Additional services, duties and/or work resulting from project scope changes, alterations and/or instructions by the employer, or his duly authorized agents, requiring the service provider to advise upon, review, adapt and/or alter his completed designs and/or any other documentation and/or change the scope of his services and/or duties. Such additional services are subject to agreement in writing between the consulting engineer and the employer prior to the execution thereof.
  - (20) The frequency and extent of site administration and sections that are required relative to the norm. The frequency and duration of works inspections will depend on many factors, such as the nature, complexity and duration of the project, site location, project programme, contractor competence, important elements of the works being enclosed or covered etc. The norm is that meetings and inspections should occur at an average frequency of once every 2 weeks with more frequent occurrences during critical stages of the work as described for Level 1: Construction Monitoring in clause C3.5.3.2. When the frequency of meetings and inspections exceeds this norm then such additional attendance at meetings and related inspections are considered as additional services.
  - (21) Preparing as-built drawings and designs done by others or related alterations to existing works.
  - (22) Work and or services related to targeted procurement that could entail, but is not necessarily limited to any or all of the following:
    - incorporation of any targeted participation goals;
    - the measuring of key participation indicators;
    - the selection, appointment and administration of participation and;
    - auditing compliance to the above by any contractors and/or professional consultant.
  - (23) Exceptional arrangements, communication, facilitation and agreements with any stakeholders other than the employer and contractors appointed for the works on which the service provider provides services.
  - (24) Any other additional services, of whatever nature, specifically agreed to in writing between the service provider and the employer.
  - (25) Componentisation of assets and compilation of the HV template in order to capitalise projects successfully.

### **Construction Monitoring**



- (1) Quality Assurance (QA) during construction refers to the engineering activities that are implemented to assure the client that works are highly likely to meet the requirements. This is achieved through a combination of the quality control processes that are put in place by the contractor to control its outputs and the inspection and acceptance testing that is carried out by the consulting engineer to confirm conformance prior to certification. While the contractor takes the ultimate responsibility for quality and meeting the design requirements, the purpose of quality assurance plan and related construction monitoring is to inspect and satisfy the client and the consulting engineer that the risk of these requirements not being met, is acceptable.
- (2) This means that the client and consulting engineer should agree a satisfactory arrangement in respect of construction monitoring that suits the type of work, the project location and the duration of the critical aspects of the works. Disagreement regarding the required level of construction monitoring should not be taken lightly and the parties should carefully consider the consequences of non-compliances and related responsibilities, bearing in mind that the consulting engineer has a duty of care while the client should strive to ensure quality and minimise life-cycle costs.
- (3) The level of construction monitoring and the frequency and duration of the site visits must be agreed with the client prior to commencement of the works and should be recorded in the agreement with the client. The level of construction monitoring and activities related to the quality assurance plan may change during the course of the works to reduce quality related risks and this will require an amendment of the agreement.
- (4) The stage 5 construction monitoring services described in C3.4.2.5 above will normally suffice for simple projects where more regular inspections are not required other than during critical stages of the works with less frequent visits once the portion of the works in which the consulting engineer is involved has largely been completed. However, there are many other situations where more regular construction monitoring is required for quality assurance and certification.
- (5) Aspects that need to be considered determining the degree to which additional construction monitoring services are required are:
  - a) The type of work;
  - b) The discipline of the work (civil, structural, mechanical, electrical etc.);
  - c) The competency and reputation of the contractor and its related quality control system;
  - d) The speed with which critical elements of the work are covered;
  - e) The consequences of non-compliance; and
  - f) Timing and ease of subsequent detection and rectification of non-compliances.
- (6) Arising from the above, three levels of construction monitoring may be defined and described, as follows:
  - a) **Level 1:** Periodic Construction Monitoring (Normal Services i.e. no additional services).

The Consulting engineer's staff shall:

- i. Visit the works at a frequency of once every two weeks on average over the duration of the works, with additional visits for completion inspections and inspections for defects lists.
- ii. Review random samples of material and work procedures, for conformity to contract documentation, and review random samples of important completed work prior to covering up, or on completion, as appropriate.

- b) **Level 2:** Part-time Construction Monitoring (Normal Services for building structures and additional services involving part-time staff paid for by the client for other disciplines and projects).

The consulting engineer's staff or part time construction monitoring staff shall:

- i. Regularly visit the site at a frequency which may vary during the course of the project, and such visits may be daily or weekly, according to the demands of the project.
  - ii. Review regular samples of materials and work procedures, for conformity to contract documentation, and review regular samples of important completed work prior to covering up, or on completion, as appropriate.
  - iii. Where the consulting engineer is the sole professional service provider or principal agent, carry out such administration of the project as is necessary on behalf of the client.
- c) **Level 3:** Full-time Construction Monitoring (Full time staff seconded to the client for the duration of the works and paid for by the client).

The full time construction monitoring staff shall:

- i. Maintain a full time presence on site to constantly review samples of materials and work procedures, for conformity to contract documentation, and review completed work prior to covering up, or on completion, as appropriate.
  - ii. Assist with the preparation of as-built records and drawings to the extent required in the agreement with the client.
  - iii. Where the consulting engineer is the sole professional service provider or principal agent, carry out such administration of the project as is necessary on behalf of the client.
- (7) Most structural engineering work typically requires at least Level 2 monitoring and the costs associated with this level of monitoring are included in the guideline fee for building projects to facilitate agreements. For example, in structural concrete work the correct position of reinforcing steel may need to be witnessed for all elements of the structure prior to pouring concrete. The consulting engineer may also require acceptance testing of the concrete on a regular basis depending on the quality controls instituted by the contractor as part of the quality assurance plan.
- (8) In the case of large civil works where all materials and elements are generally regarded as being critical and are covered on a daily basis, work is monitored on a continuous basis for the duration of the works and Level 3 monitoring usually applies. This level is also applied to the structural works that are included in such projects.
- (9) In the case of some mechanical and electrical works related to simple routine projects, such as general educational buildings, primary healthcare and some institutional building projects, Level 1 monitoring is usually sufficient. On projects where a significant portion of the work is rapidly covered, such as projects involving underground services and building projects like secondary healthcare, tourism and leisure, commercial, retail and office buildings with complex electrical and mechanical works, level 2 or Level 3 construction monitoring is normally required.
- (10) Where Level 2 construction monitoring is required as an additional service and the works are located close to the consulting engineer's offices, it may be economical to provide the additional service using the consulting engineer's staff on a time and cost basis. Where the works are more remote it may be more cost-effective to second full time or part time staff to the project to carry out the necessary inspections. In all instances the consulting engineer will, with prior written approval having been obtained from the client, appoint or make available additional staff for such construction monitoring on site to the extent specifically defined in the agreement.
- (11) In some instances, staff are made available by the client to assist in construction monitoring in which cases these persons should report to and take instructions from the consulting engineer or an authorized representative of the consulting engineer to avoid mixed messages being passed to the Contractor.

Where the employer requires that a quality management system or quality assurance services, over and above construction monitoring services, be applied to the project, these are in addition to normal services provided by the consulting engineer and to be specifically defined and separately agreed in writing prior to commencement thereof.

#### Lead Service Provider

Should the employer require the consulting engineer to assume the leadership of a joint venture, consortium or team of service providers, of the same discipline, prescribed or requested by the employer, the additional services may include the following:

- (1) Responsibility for the overall administration of all sections of the services, including those portions of the services, which fall within the ambit of the other consulting engineers.
- (2) Responsibility for the overall co-ordination, programming of design and financial control of all the works included in the services.
- (3) Processing certificates or recommendations for payment of contractors.

#### Engineering Management Services (Principal Consultant)

Should the employer require the consulting engineer to undertake duties of an engineering management nature on behalf of the employer, where the project involves (a) multi-disciplinary team(s) the additional services will include the following:

##### Stage 1 Services:

Typical Functions	Typical Deliverables
<ol style="list-style-type: none"><li>1. Facilitate development of a clear project brief.</li><li>2. Establish the procurement policy for the project.</li><li>3. Assist the employer in the procurement of necessary sub-consultants including the clear definition of their roles and responsibilities.</li><li>4. Establish in conjunction with the employer, other consultants and all relevant authorities, the site characteristics, rights and constraints for the proper design of the intended project.</li><li>5. Define the consultant's scope of work and services.</li><li>6. Conclude the terms of the agreement with the employer.</li><li>7. Facilitate a schedule of the required consents and approvals.</li><li>8. Prepare, co-ordinate and monitor a project initiation programme.</li><li>9. Facilitate employer approval of all Stage 1 documentation.</li></ol>	<ul style="list-style-type: none"><li>♦ Project brief;</li><li>♦ Agreed scope of work;</li><li>♦ Agreed services;</li><li>♦ Project procurement policy;</li><li>♦ Signed agreements;</li><li>♦ Integrated schedule of consents and approvals;</li><li>♦ Project initiation programme; and</li><li>♦ Record of all meetings.</li></ul>

##### Stage 2 Services:

Typical Functions	Typical Deliverables
<ol style="list-style-type: none"><li>1. Assist the employer in procurement of other sub-consultants.</li><li>2. Advise the employer on the requirement to appoint a health and safety consultant.</li></ol>	<ul style="list-style-type: none"><li>♦ Signed consultant/employer agreements;</li><li>♦ Indicative documentation programme and construction programme; and</li><li>♦ Approval by the employer to proceed to Stage 3.</li></ul>

Typical Functions	Typical Deliverables
3. Communicate the project brief to the other consultants and monitor the development of the concept and viability. 4. Agree format and procedures for cost control and reporting by the other consultants. 5. Prepare a documentation programme and indicative construction programme. 6. Manage and integrate the concept and viability documentation for presentation to the employer for approval. 7. Facilitate approval of the concept and viability by the employer. 8. Facilitate approval of concept and viability by statutory authorities.	

Stage 3 Services:

Typical Functions	Typical Deliverables
1. Agree and implement communication processes and procedures for the design development of the project. 2. Assist the employer in the procurement of the necessary other consultants including the clear definition of their roles and responsibilities. 3. Prepare, co-ordinate, agree and monitor a detailed design and documentation program 4. Conduct and record consultants' and management meetings. 5. Facilitate input required by health and safety consultant. 6. Facilitate design reviews for compliance and cost control. 7. Facilitate timeous technical co-ordination. 8. Facilitate employer approval of all Stage 3 documentation.	♦ Additional signed employer/consultant agreements; ♦ Documentation programme; ♦ Record of all meetings; and ♦ Approval by the employer to proceed to Stage 4.

Stage 4 Services:

Typical Functions	Typical Deliverables
1. Recommend and agree procurement strategy for contractors, subcontractors and suppliers with the employer and the other consultants. 2. Prepare and agree the procurement programme. 3. Advise the employer, in conjunction with the other consultants on the appropriate insurances. 4. Co-ordinate and monitor preparation of procurement documentation by consultants in accordance with the project procurement programme.	♦ Procurement programme; ♦ Tender/contract conditions; ♦ Record of all meetings; ♦ Obtain approval by the employer of tender recommendation(s); and ♦ Contract documentation for signature.

Typical Functions	Typical Deliverables
5. Manage procurement process and recommended contractors for approval by the employer. 6. Agree the format and procedures for monitoring and control by the quantity surveyor of the cost of the works. 7. Co-ordinate and assemble the contract documentation for signature.	

Stage 5 Services:

Typical Functions	Typical Deliverables
1. Arrange site handover to the contractor. 2. Establish construction documentation issue process. 3. Agree and monitor issue and distribution of construction documentation. 4. Instruct the contractor on behalf of the employer to appoint subcontractors. 5. Conduct and record regular site meetings. 6. Monitor, review and approve the preparation of the construction programme by the contractor. 7. Regularly monitor performance of the contractor against the construction programme. 8. Adjudicate entitlements that arise from changes required to the construction programme. 9. Receive, co-ordinate and monitor approval of all contract documentation provided by contractor(s). 10. Agree quality assurance procedures and monitor implementation thereof by the other consultants and the contractors. 11. Monitor preparation and auditing of the contractor's health and safety plan and approval thereof by the health and safety consultant. 12. Monitor preparation of the environmental management plan by the environmental consultant. 13. Establish procedures for monitoring scope and cost variations. 14. Monitor, review, approve and issue certificates 15. Receive, review and adjudicate any contractual claims. 16. Monitor preparation of financial control reports by the other consultants. 17. Prepare and submit progress reports. 18. Coordinate, monitor and issue practical completion lists and the certificate of practical completion.	<ul style="list-style-type: none"> <li>♦ Signed contracts;</li> <li>♦ Approved construction programme;</li> <li>♦ Construction documentation;</li> <li>♦ Payment certificates;</li> <li>♦ Progress reports;</li> <li>♦ Record of meetings; and</li> <li>♦ Certificate(s) of practical completion.</li> </ul>

Typical Functions	Typical Deliverables
19. Facilitate and expedite receipt of the occupation certificate where relevant.	

Stage 6 Services:

Typical Functions	Typical Deliverables
<ol style="list-style-type: none"> <li>1. Co-ordinate and monitor rectification of defects.</li> <li>2. Manage procurement of operations and maintenance manuals, guarantees and warranties.</li> <li>3. Manage preparation of as-built drawings and documentation.</li> <li>4. Manage procurement of outstanding statutory certificates.</li> <li>5. Monitor, review and issue payment certificates</li> <li>6. Issue completion certificates.</li> <li>7. Manage agreement of final account(s).</li> <li>8. Prepare and present the project close-out report.</li> </ol>	<ul style="list-style-type: none"> <li>♦ Completion certificates;</li> <li>♦ Record of necessary meetings; and</li> <li>♦ Project close-out report.</li> </ul>

Mediation, Adjudication, Arbitration and Litigation proceedings and similar Services

Where the employer requires the consulting engineer to, on his behalf, perform the services listed hereunder or similar work, the extent thereof and remuneration therefore is subject to agreement between the employer and the consulting engineer:

- (1) Dealing with matters of law, obtaining parliamentary or other statutory approval, licenses or permits.
- (2) Assisting with or participating in contemplated or actual mediation, arbitration or litigation proceedings such as Contractor disputes.
- (3) Officiating at or attending courts and commissions of enquiry, select committees and similar bodies convened by statute, regulation or decree.

Principle Agent of the Employer

When a consulting engineer is, in addition to his normal functions as consulting engineer, appointed as the principal agent of the employer on a building or multi-disciplinary project for the purposes of procurement and construction on a project, the consulting engineer will also be responsible for the following:

Stage 3 Services:

Typical Functions	Typical Deliverables
1. Prepare, co-ordinate, agree and monitor a detailed design and documentation programme.	♦ Detailed design and documentation programme.

Stage 4 Services:

Typical Functions	Typical Deliverables
<ol style="list-style-type: none"> <li>1. Recommend and agree procurement strategy for contractors, subcontractors and suppliers with the employer and the other consultants</li> <li>2. Prepare and agree the procurement programme.</li> <li>3. Advise the employer, in conjunction with the other consultants on the appropriate insurances.</li> <li>4. Manage procurement process and recommended contractors for approval by the employer.</li> <li>5. Agree the format and procedures for monitoring and control by the quantity surveyor of the cost of the works.</li> <li>6. Co-ordinate and assemble the contract documentation for signature.</li> </ol>	<ul style="list-style-type: none"> <li>♦ Procurement programme;</li> <li>♦ Tender/contract conditions; and</li> <li>♦ Contract documentation for signature.</li> </ul>

Stage 5 Services:

Typical Functions	Typical Deliverables
<ol style="list-style-type: none"> <li>1. Arrange site handover to the contractor.</li> <li>2. Establish construction documentation issue process.</li> <li>3. Agree and monitor issue and distribution of construction documentation.</li> <li>4. Instruct the contractor on behalf of the employer to appoint subcontractors.</li> <li>5. Conduct and record regular site meetings.</li> <li>6. Review, approve and monitor the preparation of the construction programme by the contractor.</li> <li>7. Regularly monitor performance of the contractor against the construction programme.</li> <li>8. Adjudicate entitlements that arise from charges required to the construction programme.</li> <li>9. Receive, co-ordinate and monitor approval of all contract documentation provided by contractor(s).</li> <li>10. Agree quality assurance procedures and monitor implementation thereof by the other consultants and the contractors.</li> <li>11. Monitor preparation and auditing of the contractor's health and safety plan and approval thereof by the health and safety consultant.</li> <li>12. Monitor preparation of the environmental management plan by the environmental consultant.</li> <li>13. Establish procedures for monitoring scope and cost variations.</li> <li>14. Monitor, review, approve and issue certificates</li> </ol>	<ul style="list-style-type: none"> <li>♦ Signed contracts;</li> <li>♦ Approved construction programme;</li> <li>♦ Construction documentation;</li> <li>♦ Payment certificates;</li> <li>♦ Progress reports;</li> <li>♦ Record of meetings;</li> <li>♦ Certificate(s) of practical completion; and</li> <li>♦ Facilitate and expedite receipt of occupation certificates.</li> </ul>

Typical Functions	Typical Deliverables
15. Receive, review and adjudicate any contractual claims. 16. Monitor preparation of financial control reports by the other consultants. 17. Prepare and submit progress reports. 18. Co-ordinate, monitor and issue practical completion lists and the certificate of practical completion.	

Stage 6 Services:

Typical Functions	Typical Deliverables
1. Co-ordinate and monitor rectification of defects. 2. Manage procurement of operations and maintenance manuals, guarantees and warranties. 3. Manage preparation of as-built drawings and documentation. 4. Manage procurement of outstanding statutory certificates. 5. Monitor, review and issue payment certificates 6. Issue completion certificates. 7. Manage agreement of final account(s). 8. Prepare and present the project close-out report.	♦ Completion certificates; ♦ Record of necessary meetings; and ♦ Project close-out report.

#### C3.4.2 DESCRIPTION OF THE SERVICES: CONSTRUCTION HEALTH AND SAFETY AGENT

The Service Provider will be required to perform the following services in accordance with the Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Project and Construction Management Profession Act, 2000 (Act No.48 of 2000):

##### STAGE 1 – PROJECT INITIATION AND BRIEFING

Typical Functions	Typical Deliverables
1. Demonstrate the Construction Health and Safety Professional competency and resource. 2. Define the Construction Health and Safety Professional scope of work and services. 3. Conclude the terms of the agreement with the client. 4. Assist in developing a clear construction project health and safety brief. 5. Advise on the necessary surveys, analyses, tests and site or other investigations where such information will be required for the next stage of the project. 6. Advise the client on the adequacy of health and safety competency and resources of the other consultants. 7. Identify construction project health and safety risk profile.	<ul style="list-style-type: none"> <li>Record of Construction Health and Safety Professional competency and resource</li> <li>Construction project health and safety brief</li> <li>Agreed scope of work</li> <li>Agreed services</li> <li>Signed agreement</li> <li>Record of consultants' construction health and safety competency and resource assessments</li> <li>Schedule of required surveys, tests, analyses, site and other investigations</li> <li>Preliminary construction project risk profile</li> <li>Record of construction project health and safety risk communication</li> </ul>



Typical Functions	Typical Deliverables
8. Attend the construction project initiation meetings. 9. Provide necessary information within the agreed scope of the construction project to the other consultants.	

## STAGE 2 - CONCEPT AND FEASIBILITY

Typical Functions	Typical Deliverables
1. Advise and agree with the other consultants regarding their construction project health and safety requirements and related design risk management responsibilities. 2. Agree the format and procedures for health, safety and hygiene construction project control. 3. Agree the documentation programme with the principal consultant and other consultants. 4. Review and evaluate design concepts and advise on construction project health and safety in conjunction with the other consultants. 5. Review, update and agree the construction project health and safety risk profile and prepare the construction health and safety policy for the construction project. 6. Prepare draft construction project baseline risk assessment. 7. Prepare the draft construction project health and safety specification. 8. Advise on preliminary cost estimates/budgets for construction project health and safety. 9. Assist the client and principal consultant in the procurement of the necessary and appropriate specialists, including a clear definition of their roles, responsibilities and liabilities. 10. Advise the client on the adequacy of the health and safety competency and resources of the appropriate specialists. 11. Assess and approve the appropriate specialist's health and safety plans. 12. Monitor the implementation of the appropriate specialist's health and safety plans, including periodic audits. 13. Attend design and consultants' meetings. 14. Liaise, co-operate and provide necessary information to the client/principal consultant and the other consultants.	<ul style="list-style-type: none"> <li>Updated construction project health and safety risk profile</li> <li>Agreed construction project health and safety policy for the project</li> <li>Draft construction project baseline risk assessment</li> <li>Draft construction project health and safety specification</li> <li>Record of appropriate specialists' health and safety competency and resource assessments</li> <li>Schedule of required surveys, tests and other investigations and related reports</li> <li>Record of construction project health and safety risk communication</li> <li>Design risk management process</li> <li>Preliminary cost estimates/budgets for construction project health and safety</li> <li>Approved specialists' health and safety plans</li> <li>Specialists health and safety audit reports and records</li> </ul>

## STAGE 3 - DESIGN DEVELOPMENT

Typical Functions	Typical Deliverables
<ol style="list-style-type: none"> <li>1. Advise designers of their health and safety legal liabilities and responsibilities for constructability, maintainability and operation ability of the structure.</li> <li>2. Agree on a format for the health and safety file.</li> <li>3. Review the documentation programme with the principal consultant and the other consultants.</li> <li>4. Manage, co-ordinate, integrate and record the design risk management process with the other consultants in a sequence to suit the documentation programme.</li> <li>5. Finalise the construction project health and safety risk profile.</li> <li>6. Monitor the integration of health and safety aspects for constructability, maintainability and operation ability of the structure during the design process and finalise the construction project baseline risk assessment.</li> <li>7. Identify and implement precautions necessary for construction project health and safety control and update the construction project tender health and safety specifications.</li> <li>8. Assist the cost consultant with detailed information for initial construction project health and safety cost estimates/budgets.</li> <li>9. Assess and approve necessary construction project health and safety plans for early works.</li> <li>10. Monitor the implementation of necessary construction health and safety plans, including periodic audits for early works.</li> <li>11. Attend design and consultants' meetings.</li> <li>12. Liaise, co-operate and provide necessary construction project health and safety information to the client, principal consultant and the other consultants.</li> </ol>	<ul style="list-style-type: none"> <li>• Final construction project health and safety risk profile</li> <li>• Record of construction project health and safety risk communication</li> <li>• Final construction project health and safety baseline risk assessment</li> <li>• Updated draft construction project health and safety specification</li> <li>• Design risk management records</li> <li>• Schedule of precautions necessary for construction project health, safety and hygiene control</li> <li>• Approved early works health and safety plans</li> <li>• Early works audit reports and records</li> <li>• Initial schedule of construction project health and safety cost estimates/budgets</li> <li>• Template for health and safety file</li> </ul>

#### STAGE 4 – TENDER DOCUMENTATION AND PROCUREMENT

Typical Functions	Typical Deliverables
<ol style="list-style-type: none"> <li>1. Provide and record construction project health, safety, hygiene and design risk information to the principal consultant and other consultants.</li> <li>2. Assist in developing a clear construction project health and safety procurement process.</li> <li>3. Assess samples, mock-ups and products for construction project, structural maintainability and operability health and safety compliance.</li> </ol>	<ul style="list-style-type: none"> <li>• Final construction project tender health and safety specifications</li> <li>• Records of construction project health and safety procurement process</li> <li>• Construction project health and safety tender evaluation and records</li> <li>• Finalised schedule of construction project health and safety cost estimate/budget</li> <li>• Construction project health and safety contract documentation</li> <li>• Construction project health and safety mobilisation and access plans</li> <li>• Design risk management records</li> </ul>

Typical Functions	Typical Deliverables
<ol style="list-style-type: none"> <li>4. Finalise construction project tender health and safety specifications and integrate with procurement documentation.</li> <li>5. Prepare project specific health and safety documentation for distribution to contractors for inclusion into their tender / bid submissions.</li> <li>6. Assist the cost consultant in the finalisation of the construction project health and safety cost estimate/budget.</li> <li>7. Prepare construction project health and safety mobilisation and access plans for the construction work.</li> <li>8. Participate in construction project tender clarification meetings.</li> <li>9. Assist with the evaluation of tenders and verify the contractor's competencies, knowledge and resources to carry out the construction works in a safe and healthy manner.</li> <li>10. Attend design and consultant meetings.</li> <li>11. Assist with the preparation of contract documentation for signature.</li> <li>12. Prepare construction project health and safety documentation for submission to authorities.</li> </ol>	<ul style="list-style-type: none"> <li>• Record of construction project health and safety risk communication</li> <li>• Construction project health and safety documentation for authorities</li> <li>• Evaluation schedule of samples / mock-ups and products</li> </ul>

#### STAGE 5 – CONSTRUCTION DOCUMENTATION AND MANAGEMENT

Typical Functions	Typical Deliverables
<ol style="list-style-type: none"> <li>1. Assess, discuss, negotiate and approve the contractor(s) construction project health and safety plans.</li> <li>2. Submit necessary construction health and safety documentation to authorities and facilitate permits that may be required to commence the construction work.</li> <li>3. Attend site handover meetings and lead construction project health and safety mobilisation and access plans.</li> <li>4. Ensure that health and safety communication structures and systems are established and maintained, including distribution of health and safety specific documents and site safety inductions to contractors.</li> <li>5. Attend regular site, technical and progress meetings.</li> <li>6. Monitor design risk management.</li> <li>7. Prepare revised construction project health and safety risk profile, specifications and cost estimates/budgets where there is scope of work changes.</li> <li>8. Monitor the implementation, review and update of the construction project health and safety plans in accordance with the construction project health and safety</li> </ol>	<ul style="list-style-type: none"> <li>▪ Approved contractor(s) construction project health and safety plans, including all construction health and safety appointments</li> <li>▪ Permits to commence construction work</li> <li>▪ Record of meetings, including all construction health and safety matters to be actioned</li> <li>▪ Record of revised changes to the construction project health and safety risk profiles</li> <li>▪ Record of revised changes to the construction project health and safety specifications</li> <li>▪ Record of revised changes and commissioning of the construction project health and safety plans</li> <li>▪ Record of revised construction project health and safety cost estimate/budget</li> <li>▪ Records of design risk management</li> <li>▪ Record of construction project health and safety audit reports</li> <li>▪ Record of contractor(s) construction health and safety performance</li> <li>▪ Record of construction project health and safety work stoppage reports</li> <li>▪ Record of incident and accident investigations and corrective actions</li> <li>▪ Record of interactions with the Compensation Commissioner or similar</li> </ul>

Typical Functions	Typical Deliverables
<p>specification and further scope of work changes.</p> <p>9. Audit compliance with the construction project health and safety plans and brief the project management team and contractor(s) following site audits.</p> <p>10. Ensure the identification of the hazards and risks relevant to the construction project through regular coordinated site inspections.</p> <p>11. Recommend stop work orders where necessary.</p> <p>12. Ensure that project specific emergency response and preparedness plans are compiled and tested.</p> <p>13. Conduct construction health and safety management system audits.</p> <p>14. Use of trends analysis to identify system deficiencies and incident trends, outline relevant improvements.</p> <p>15. Facilitate construction health and safety system and plans reviews and ensure changes are incorporated for continual improvement.</p> <p>16. Development of technical reports in relation to health and safety issues and communicate through presentations to diverse groups of decision makers.</p> <p>17. Perform incident and accident investigations where necessary.</p> <p>18. Monitor the compilation of the construction project health and safety file(s) by the contractor(s).</p> <p>19. Prepare and maintain the consolidated health and safety file.</p> <p>20. Prepare the structure commissioning health and safety plans.</p>	<ul style="list-style-type: none"> <li>▪ Record of construction health and safety system and plans reviews</li> <li>▪ Record of construction project health and safety risk communication</li> <li>▪ Interim health and safety file</li> <li>• Structure commissioning health and safety plans</li> </ul>

#### STAGE 6 – PROJECT CLOSE OUT

Typical Functions	Typical Deliverables
<p>1. Review, discuss and approve the health and safety file with the contractor(s) and manage the construction project health and safety during the defects liability period.</p> <p>2. Cancel all construction project health and safety legal appointments.</p> <p>3. Prepare the health and safety operations and maintenance report.</p> <p>4. Prepare the consolidated construction project health and safety close-out report.</p>	<ul style="list-style-type: none"> <li>• Record of audits during the defects liability period</li> <li>• Record of construction health and safety risk communication</li> <li>• Report on approved health and safety file</li> <li>• Health and safety operations and maintenance report</li> <li>• Consolidated construction project health and safety close-out report</li> </ul>

#### Additional services:

- Provide advice to the Client on health and safety competence and resources of proposed designers prior to arrangements being made for design work to begin.
- Prepare additional copies of the health and safety file.

- Prepare copies of abstracts of the health and safety file for delivery to tenants by the Client/Owner's (The contents of the abstracts to be determined in consultation with the Client/Owner's legal advisors).
- Seek the co - operation of and co – operate with anyone else involved in a construction project at an adjoining site so far as necessary to enable them to perform their duties under the Construction Regulations.
- Facilitate co – operation and co – ordination in relation to duty holders on adjoining construction sites as it may affect the project; ensuring that suitable arrangements are made and implemented for the co – ordination of health and safety measures during planning and preparation for the construction phase.
- Keep a record of the health and safety file.
- Convert the health and safety files on other projects to match Client/ Owner's electronic format.
- Carry out necessary inspections at the appropriate stages to verify that the construction of the relevant structure is carried out in accordance with the design.
- To stop any contractor from executing any construction work that is not in accordance with the relevant design's health and safety aspects.
- Assist in the development of maintenance schedules for the Client/Owners completed structure.
- Inspect the structure on behalf of the Client/Owner once every six (6) months for the first two (2) years on completion of the structure and then yearly thereafter, to ensure the structure remains safe for continued use and records are kept of such in the structure's health and safety file
- Provide the contractor with a template for the health and safety file.
- The appointed Construction Health and Safety Agent shall perform weekly inspections on behalf of the Client or as frequently as necessary, and shall communicate to the Client the inspection findings by way of an audit report and a non-conformance report which will be included in the monthly report of the Agent's tasks completed during the month. The inspections are to include:
  - Monitoring of all tasks against the approved Health and Safety Plan.
  - Weekly monitoring that all people working on site have undergone the prescribed health and safety induction training, prior to the commencement of any construction work on site and ensuring that people were informed in a language they fully understand.
  - Monitoring that the Contractor's Safety Officer keeps on site all the required safety documentation and safety registers stated in the Occupational Health and Safety Act.
  - Ensure that all relevant regulations are completed and updated daily and kept on site for by the Contractor.
  - Stop the contractor from executing any construction work not in accordance with the Designer's brief for health and safety aspects.
  - Informing the Client of any non-conformances on site and of the severity of the violations in a monthly non-conformances report with due dates given to the Contractor to rectify said non-conformances in accordance with the severity of such transgressions.

The audit reports must include the relevant stipulations of the approved Safety Plan and the Construction Regulations to which the non-compliance is raised, an executive summary entailing a short description of non-compliances as well as recommended corrective actions and timelines to resolve the non-compliance. All non-compliances as well as the risks involved and what the Contractor did to resolve these non-compliances must be indicated in the Health and Safety file.

- Prepare a revised construction project health and safety risk profile. Prepare specifications and cost estimates/budgets where there is scope of work changes.
- The Construction Health and Safety Agent shall attend monthly meetings with the Client to discuss the above-mentioned report. These meetings must be minuted by the Agent and submitted to the Client.
- The Construction Health and Safety Agent will also be responsible to ensure that the Contractor complies with and adheres to all other aspects of the Occupational Health and Safety Act (Act 85 of 1993), including all relevant and applicable Regulations of the abovementioned Act as well as all amendments to the Act and abovementioned Regulations.

### **C3.4.3 DESCRIPTION OF THE SERVICES: PROJECT MANAGERS**

The Service Provider will be required to perform the following services in accordance with the Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Project and Construction Management Profession Act, 2000 (Act No.48 of 2000):

#### STAGE 1 – INCEPTION

Typical Functions	Typical Deliverables
<ol style="list-style-type: none"> <li>1. Facilitate the development of a Clear Project Brief</li> <li>2. Establish the client's Procurement Policy for the Project</li> <li>3. Assist the client in the procurement of the necessary and appropriate consultants including the clear definition of their roles, responsibilities and liabilities.</li> <li>4. Establish in conjunction with the client, consultants, and all relevant authorities the site characteristics necessary for the proper design and approval of the intended project</li> <li>5. Manage the integration of the preliminary design to form the basis for the initial viability assessment of the project</li> <li>6. Prepare, co-ordinate and monitor a Project Initiation Programme</li> <li>7. Facilitate the preparation of the Preliminary Viability Assessment of the project</li> <li>8. Facilitate client approval of all Stage 1 documentation.</li> </ol>	<ul style="list-style-type: none"> <li>• Project Brief</li> <li>• Project Procurement Policy</li> <li>• Signed Consultant/Client Agreements</li> <li>• Project Initiation Programme</li> <li>• Record of all meetings</li> <li>• Approval by Client to proceed to Stage 2</li> </ul>

#### STAGE 2 – CONCEPT AND VIABILITY

Typical Functions	Typical Deliverables
<ol style="list-style-type: none"> <li>1. Assist the client in the procurement of the necessary and appropriate consultants including the clear definition of their roles, responsibilities and liabilities.</li> <li>2. Advise the client on the requirement to appoint a Health and Safety Consultant</li> <li>3. Communicate the project brief to the consultants and monitor the development of the Concept and Feasibility within the agreed brief</li> <li>4. Co-ordinate and integrate the income stream requirements of the client into the concept design and feasibility</li> <li>5. Agree the format and procedures for cost control and reporting by the cost consultants on the project.</li> <li>6. Manage and monitor the preparation of the project costing by other consultants</li> <li>7. Prepare and co-ordinate an Indicative Project Documentation and Construction Programme</li> </ol>	<ul style="list-style-type: none"> <li>• Signed Consultant/Client Agreements</li> <li>• Indicative Project Documentation and Construction Programme.</li> <li>• Approval by Client to proceed to Stage 3</li> </ul>

Typical Functions	Typical Deliverables
8. Manage and integrate the concept and feasibility documentation for presentation to the client for approval 9. Facilitate client approval of all Stage 2 documentation	

### STAGE 3 – DESIGN DEVELOPMENT

Typical Functions	Typical Deliverables
1. Assist the client in the procurement of the balance of the consultants including the clear definition of their roles, responsibilities and liabilities. 2. Establish and co-ordinate the formal and informal communication structure, processes and procedures for the design development of the project. 3. Prepare, co-ordinate and agree a detailed Design and Documentation Programme, based on an updated Indicative Construction Programme, with all consultants 4. Manage, co-ordinate and integrate the design by the consultants in a sequence to suit the project design, documentation programme and quality requirements. 5. Conduct and record the appropriate planning, co-ordination and management meetings 6. Facilitate any input from the design consultants required by Construction Manager on constructability. 7. Facilitate any input from the design consultants required by Health and Safety consultant 8. Manage and monitor the timeous submission by the design team of all plans and documentation to obtain the necessary statutory approvals 9. Establish responsibilities and monitor the information flow between the design team, including the cost consultants. 10. Monitor the preparation by the cost consultants of cost estimates, budgets, and cost reports 11. Monitor the cost control by the cost consultants to verify progressive design compliance with approved budget, including necessary design reviews to achieve budget compliance 12. Facilitate and monitor the timeous technical co-ordination of the design by the design team 13. Facilitate client approval of all Stage 3 documentation	<ul style="list-style-type: none"> <li>Signed Consultant/Client Agreements</li> <li>Detailed Design &amp; Documentation Programme</li> <li>Updated Indicative Construction Programme</li> <li>Record of all meetings</li> <li>Approval by Client to proceed to Stage 4</li> </ul>

### STAGE 4 – DOCUMENTATION AND PROCUREMENT

Typical Functions	Typical Deliverables
<ol style="list-style-type: none"> <li>1. Select, recommend and agree the Procurement Strategy for contractors, subcontractors and suppliers with the client and consultants</li> <li>2. Prepare and agree the Project Procurement Programme.</li> <li>3. Co-ordinate and monitor the preparation of the tender documentation by the consultants in accordance with the Project Procurement Programme.</li> <li>4. Facilitate and monitor the preparation by the Health and Safety Consultant of the Health and Safety Specification for the project</li> <li>5. Manage the tender process in accordance with agreed procedures, including calling for tenders, adjudication of tenders, and recommendation of appropriate contractors for approval by the client.</li> <li>6. Advise the client, in conjunction with other consultants on the appropriate insurances required for the implementation of the project.</li> <li>7. Monitor the reconciliation by the cost consultants of the tender prices with the project budget</li> <li>8. Agree the format and procedures for monitoring and control by the cost consultants of the cost of the works.</li> <li>9. Facilitate client approval of the tender recommendation(s).</li> </ol>	<ul style="list-style-type: none"> <li>• Contractors, subcontractors, and suppliers Procurement Strategy</li> <li>• Project Procurement Programme</li> <li>• Project Tender/Contract Conditions</li> <li>• Record of all meetings</li> <li>• Approval by Client of tender recommendation(s).</li> </ul>

#### STAGE 5 – CONSTRUCTION

Typical Functions	Typical Deliverables
<ol style="list-style-type: none"> <li>1. Appoint contractor(s) on behalf of the client including the finalization of all agreements.</li> <li>2. Instruct the contractor on behalf of the client to appoint subcontractors.</li> <li>3. Receive, co-ordinate, review and obtain approval of all contract documentation provided by the contractor, subcontractors, and suppliers for compliance with all of the contract requirements.</li> <li>4. Monitor the ongoing projects insurance requirements.</li> <li>5. Facilitate the handover of the site to the contractor.</li> <li>6. Establish and co-ordinate the formal and informal communication structure and procedures for the construction process.</li> <li>7. Regularly conduct and record the necessary site meetings</li> <li>8. Monitor, review and approve the preparation of the Contract Programme by the contractor.</li> </ol>	<ul style="list-style-type: none"> <li>• Signed Contractor(s) Agreements</li> <li>• Agreed Contract Programme</li> <li>• Adjudication and award of contractual claims</li> <li>• Construction Documentation Schedule</li> <li>• Monthly progress payment certificates</li> <li>• Monthly project progress reports.</li> <li>• Record of all meetings</li> <li>• Certificates of Practical Completion.</li> </ul>



Typical Functions	Typical Deliverables
<ol style="list-style-type: none"> <li>9. Regularly monitor the performance of the contractor against the Contract Programme.</li> <li>10. Review and adjudicate circumstances and entitlements that may arise from any changes required to the Contract Programme.</li> <li>11. Monitor the preparation of the contractor's Health and Safety Plan and approval thereof by the Health and Safety Consultant.</li> <li>12. Monitor the auditing of the Contractors' Health and Safety Plan by the Health and Safety Consultant.</li> <li>13. Monitor the compliance by the contractors of the requirements of the Health and Safety Consultant.</li> <li>14. Monitor the production of the Health and Safety File by the Health and Safety Consultant and contractors</li> <li>15. Monitor the preparation by the Environmental Consultants of the Environmental Management Plan</li> <li>16. Establish the construction information distribution procedures.</li> <li>17. Agree and monitor the Construction Documentation Schedule for timeous delivery of required information to the contractors.</li> <li>18. Expedite, review and monitor the timeous issue of construction information to the contractors.</li> <li>19. Manage the review and approval of all necessary shop details and product propriety information by the design consultants.</li> <li>20. Establish procedures for monitoring, controlling and agreeing all scope and cost variations.</li> <li>21. Agree the quality assurance procedures and monitor the implementation thereof by the consultants and contractors.</li> <li>22. Monitor, review, approve and certify monthly progress payments.</li> <li>23. Receive, review and adjudicate any contractual claims.</li> <li>24. Monitor the preparation the preparation of monthly cost reports by the cost consultants.</li> <li>25. Monitor long lead items and off-site production by the contractors and suppliers.</li> <li>26. Prepare monthly project reports including submission to the client</li> <li>27. Manage, co-ordinate and monitor all necessary testing and commissioning by consultants and contractors.</li> <li>28. Co-ordinate, monitor and issue the Practical Completion Lists and the Certificate of Practical Completion.</li> </ol>	

Typical Functions	Typical Deliverables
29. Co-ordinate and monitor the preparation and issue of the Works Completion List by the consultants to the contractors. 30. Monitor the execution by the contractors of the defect items to achieve Works Completion. 31. Facilitate and co-ordinate	

#### STAGE 6 – CLOSE OUT

Typical Functions	Typical Deliverables
1. Issue the Works Completion Certificate 2. Manage, co-ordinate and expedite the preparation by the design consultants of all as-built drawings and design documentation. 3. Manage and expedite the procurement of all operating and maintenance manuals as well as all warranties and guarantees. 4. Manage and expedite the procurement of all statutory compliance certificates and documentation. 5. Manage the finalization of the Health and Safety File for submission to the Client. 6. Co-ordinate, monitor and manage the rectification of defects during the Defects Liability Period. 7. Manage, co-ordinate and expedite the preparation and agreement of the final account by the cost consultants with the relevant contractors. 8. Co-ordinate, monitor and issue the Final Completion Defects list and Certificate of Final Completion. 9. Prepare and present Project Closeout Report.	<ul style="list-style-type: none"> <li>• Works Completion Certificate</li> <li>• Certificate of Final Completion</li> <li>• Record of all meetings</li> <li>• Project closeout report</li> </ul>

#### ADDITIONAL/SUPPLEMENTARY SERVICES

##### Development Management Services

The Project Construction Manager may, by prior mutual consent, provide the following supplementary services. This will require agreement of both the Client and Project Construction Manager on the adjustment of the fees and disbursements.

- Facilitate the opportunity realisation process
- Procuring of land and finance
- Procuring of tenants, tenant co-ordination and tenant installations
- Drafting of appointment contracts for other members of the professional team
- Project management services in relation to direct contractors engaged by the client, such as those engaged for furniture, fittings and equipment
- Mediation, arbitration proceedings and similar services. Such services will commence upon the notification of a dispute or the initiation of such proceedings
- All work arising out of the failure of any consultant, contractors, suppliers or other external party to perform its obligations
- Services required in respect of damage to or destruction of the works, insurance matters, postponement or cancellation of agreements

- i. Additional services resulting from changes by the client to previously issued instructions
- j. Any other services not specifically incorporated in the identified scope of services mentioned in this document

#### **Supplementary Services Pertaining to all Stages of the Project**

The following services are additional to the normal services provided by the construction project manager, and shall be performed by agreement between the construction project manager and the client. The agreement on scope of additional services and remuneration shall be in writing and should, if at all possible, be concluded before such additional services are rendered

- a. Appointment as agent in accordance with Regulation 4.(5) of the Construction Regulations 2003, issued in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), to specifically ensure compliance in terms thereof
- b. Procuring of land and finance
- c. Procuring of tenants, tenant co-ordination and tenant installations
- d. Drafting of non-standard contracts
- e. Project management services in relation to direct contractors engaged by the client, such as those engaged for furniture, fittings and equipment
- f. Mediation, arbitration and litigation proceedings and similar services.
- g. Where the client requires the construction project manager to, on his behalf, perform the services listed hereunder or similar work, the extent
- h. thereof and remuneration therefore is subject to agreement between the client and the construction project manager:
  - i. Dealing with matters of law, obtaining parliamentary or other statutory approval, licenses or permits
  - ii. Assisting with or participating in contemplated or actual mediation, arbitration or litigation proceedings
  - iii. Officiating at or Attending courts and commissions of enquiry, select committees and similar bodies convened by statute, regulation or decree
- i. All work arising out of failure of any consultant, contractor, supplier or other external party to perform its obligations, provided that such failure is not due to default by the Construction Project Manager
- j. Services resulting from damages to or destruction of the works, insurance matters, postponement or cancellation of agreement
- k. Additional services resulting from the client changing previously issued instructions
- k. Construction management
1. Calculation and certification of professional fees applicable to other professionals engaged by the client on the project
- l. Any other services not specifically incorporated in this Guideline Scope of Services and Tariff of Fees for Registered Persons

#### **C3.4.4 DESCRIPTION OF THE SERVICES: QUANTITY SURVEYING**

The Service Provider will be required to perform the following services in accordance with the Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Quantity Surveying Profession Act, 2000 (Act No.49 of 2000):

##### **STAGE 1 – INCEPTION**

Typical Functions	Typical Deliverables
<ol style="list-style-type: none"><li>1. Assisting in developing a clear project brief</li><li>2. Attending project initiation meetings</li><li>3. Advising on the procurement policy for the project</li><li>4. Advising on other professional consultants and services required</li></ol>	<ul style="list-style-type: none"><li>• Agreed scope of work</li><li>• Agreed services</li><li>• Signed client/quantity surveyor professional services agreement</li></ul>

Typical Functions	Typical Deliverables
<ol style="list-style-type: none"> <li>Defining the quantity surveyor's scope of work and services</li> <li>Concluding the terms of the client/quantity surveyor professional services agreement with the client</li> <li>Advising on economic factors affecting the project</li> <li>Advising on appropriate financial design criteria</li> <li>Providing necessary information within the agreed scope of the project to the other professional consultants</li> </ol>	

#### STAGE 2 - CONCEPT AND VIABILITY

Typical Functions	Typical Deliverables
<ol style="list-style-type: none"> <li>Agreeing the documentation programme with the principal consultant and other professional consultants</li> <li>Attending design and consultants' meetings</li> <li>Reviewing and evaluating design concepts and advising on viability in conjunction with the other professional consultants</li> <li>Receiving relevant data and cost estimates from the other professional consultants</li> <li>Preparing preliminary and elemental or equivalent estimates of construction cost</li> <li>Assisting the client in preparing a financial viability report</li> <li>Auditing space allocation against the initial brief</li> <li>Liaising, co-operating and providing necessary information to the client, principal consultant and other professional consultants</li> </ol>	<ul style="list-style-type: none"> <li>Preliminary estimate(s) of construction cost</li> <li>Elemental or equivalent estimate(s) of construction cost</li> <li>Space allocation audit for the project</li> </ul>

#### STAGE 3 – DESIGN DEVELOPMENT

Typical Functions	Typical Deliverables
<ol style="list-style-type: none"> <li>Reviewing the documentation programme with the principal consultant and other professional consultants</li> <li>Attending design and consultants' meetings</li> <li>Reviewing and evaluating design and outline specifications and exercising cost control in conjunction with the other professional consultants</li> <li>Receiving relevant data and cost estimates from the other professional consultants</li> <li>Preparing detailed estimates of construction cost</li> <li>Assisting the client in reviewing the financial viability report</li> <li>Commenting on space and accommodation allowances and preparing an area schedule</li> </ol>	<ul style="list-style-type: none"> <li>Detailed estimate(s) of construction cost</li> <li>Area schedule</li> </ul>

Typical Functions	Typical Deliverables
8. Liaising, co-operating and providing necessary information to the client, principal consultant and other professional consultants	

#### STAGE 4 – DOCUMENTATION AND PROCUREMENT

Typical Functions	Typical Deliverables
<ol style="list-style-type: none"> <li>1. Attending design and consultants' meetings</li> <li>2. Assisting the principal consultant in the formulation of the procurement strategy for contractors, subcontractors and suppliers</li> <li>3. Reviewing working drawings for compliance with the approved budget of construction cost and/or financial viability</li> <li>4. Preparing documentation for both principal and subcontract procurement</li> <li>5. Assisting the principal consultant with calling of tenders and/or negotiation of prices</li> <li>6. Assisting with financial evaluation of tenders</li> <li>7. Assisting with preparation of contract documentation for signature</li> </ol>	<ul style="list-style-type: none"> <li>• Budget of construction cost</li> <li>• Tender documentation</li> <li>• Financial evaluation of tenders</li> <li>• Priced contract documentation</li> </ul>

#### STAGE 5 – CONSTRUCTION

Typical Functions	Typical Deliverables
<ol style="list-style-type: none"> <li>1. Attending the site handover</li> <li>2. Preparing schedules of predicted cash flow</li> <li>3. Preparing pro-active estimates for proposed variations for client decision-making</li> <li>4. Attending regular site, technical and progress meetings</li> <li>5. Adjudicating and resolving financial claims by the contractor(s)</li> <li>6. Assisting in the resolution of contractual claims by the contractor(s)</li> <li>7. Establishing and maintaining a financial control system</li> <li>8. Preparing valuations for payment certificates to be issued by the principal agent</li> <li>9. Preparing final account(s) including remeasurement(s) as required for the works on a progressive basis</li> </ol>	<ul style="list-style-type: none"> <li>• Schedule(s) of predicted cash flow</li> <li>• Estimates for proposed variations</li> <li>• Financial control reports</li> <li>• Valuations for payment certificates</li> <li>• Progressive and draft final account(s)</li> </ul>

#### STAGE 6 – CLOSE OUT

Typical Functions	Typical Deliverables
<ol style="list-style-type: none"> <li>1. Preparing valuations for payment certificates to be issued by the principal agent</li> <li>2. Concluding final account(s)</li> </ol>	<ul style="list-style-type: none"> <li>• Valuations for payment certificates</li> <li>• Final account(s)</li> </ul>

#### C3.4.5 DESCRIPTION OF THE SERVICES: ARCHITECTURAL

The Service Provider will be required to perform the following services in accordance with the Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Architectural Profession Act, 2000 (Act 44 of 2000)

#### **STAGE 1 – INCEPTION**

- a) Receive, appraise and report on the client's requirements with regard to the client's brief;
- b) Determine the site and rights and constraints;
- c) Determine budgetary constraints;
- d) Determine the need for consultants;
- e) Determine indicative project timelines;
- f) Determine methods of contracting; and
- g) whether other statutory authority applications are required or desirable.

#### **STAGE 2 – CONCEPT AND VIABILITY**

- a) Prepare an initial design concept and advise on:
  - i the intended space provisions and planning relationships;
  - ii proposed materials and intended building services; and
  - iii the technical and functional characteristics of the design.
- b) Check for conformity of the concept with the rights to the use of the land.
- c) Consult with local and statutory authorities.
- d) Review the anticipated costs of the project.
- e) Review the project programme.

#### **STAGE 3: DESIGN DEVELOPMENT**

- a) Develop all aspects of the design from concept to full development including, but not limited to, construction systems, materials, fittings, and finishes selections;
- b) Review the programme and budget with the client, principal consultant or other consultants;
- c) Coordinate other consultants designs into building design;
- d) Prepare design development drawings including drafting technical details and material specifications;
- e) Discuss and agree on the building plan application and approval requirements with the local authority;

#### **STAGE 4: DOCUMENTATION AND PROCUREMENT**

##### **STAGE 4.1**

- a) Prepare documentation required for local authority building plan application submission;
- b) Co-ordinate technical documentation with the consultants and complete primary co-ordination sufficient to support building plan submission;
- c) Review the costing and programme with the consultants;
- d) Obtain the client's authority and submit documents for approval at the local authority.

##### **STAGE 4.2**

- a) Prepare specifications for the works;
- b) Complete technical documentation sufficient for tender;
- c) Obtain offers for the execution of the works;
- d) Evaluate offers, and recommend a successful tenderer for appointment;
- e) Prepare the contract documentation and arrange the signing of the building contract by the client and the successful tenderer;
- f) Complete all remaining technical and construction documentation and coordinate same with the consultants;

#### **STAGE 5: CONSTRUCTION**

- a) Administer the building contract;
- b) Give possession of the site to the contractor;
- c) Issue construction documentation;
- d) Review sub-contractor designs, shop drawings and documentation for conformity of design intent;

- e) Inspect the works for conformity with the contract documentation and acceptable quality in terms of industry standards;
- f) Administer and perform the duties and obligations assigned to the principal agent in the building contract;
- g) Manage the completion process of the project;
- h) Assist the client to obtain the required documentation necessary for the client to obtain the occupation certificate.

#### **STAGE 6: CLOSE-OUT**

- a) Facilitate the project close-out including the collation of the necessary documentation to effect completion, handover and operational manual of the project.
- b) When the contractor's obligations with respect to the building contract have been fulfilled, the architectural professional shall issue the certificates related to the contract completion.
- c) Provide the client with construction record documentation and the relevant technical and contractual undertakings by the contractor and subcontractors.

#### **ADDITIONAL SERVICES**

The following non exhaustive services are additional to the standard service and qualify for additional fees and these services may be added individually or in varying combinations, and shall be provided by prior agreement between the client and the architectural professional:

#### **SPECIAL DESIGN SERVICES**

The preparation of special designs within, or in relation to, the facilities which are contemplated in a standard service, may include the following:

- i. Rational design and Green Star design; participation in the preparation of rational designs and green star design and document format conversion of other consultants' designs;
- ii. Town-planning and/or urban design including participation in the application for the establishment and/or amendment of regional and local town-planning and urban design schemes and the amendment of title conditions, negotiations with interest groups and authorities;
- iii. Sectional titles plans, submissions, alteration and registration;
- iv. Master planning — defining and planning the layout of future development of buildings and/or services on the same site;
- v. Landscape design — participation in landscape planning and construction;
- vi. Interior design — the design of interiors and the selection of furnishings, fixtures and special finishes;
- vii. Specialized equipment lay-out and consequential coordination requirements;
- viii. Liaison with special designers and specialist consultants;
- ix. Purpose-made items: the design and documentation of purpose made items;
- x. Promotional material, art work and immersive digital experiences, participation in the preparation of promotional material;
- xi. Plant operation and production layouts, participation in the definition of plant operation layouts;
- xii. Building Information Modelling (BIM) services beyond design and construction documentation. This includes BIM services intended for asset maintenance and/or facilities management.

#### **SPECIAL MANAGEMENT SERVICES**

- a) Elaboration of architectural professionals' services including inter alia:
  - i. the preparation of broad project parameters;
  - ii. project scope statements;
  - iii. project milestones;
  - iv. budget and cash-flow forecasts;
  - v. tender enquiry documentation;
  - vi. contractor and supplier selection;
  - vii. adjudication and tender awards;
  - viii. progress status monitoring;
  - ix. variations management;
  - x. quality management over and above the industry norms;
  - xi. communication management;

- xii. payment processing and
- xiii. final account close-outs.

- b) Cost and valuation services: participation in the administration of costs and payments where a quantity surveyor has not been appointed.
- c) Special inspections: more intensive inspections and assessment of the works than the norm for assessing compliance with specifications and design intent.
- d) Special Project Management Functions: more extensive project management of the works than the norm for complex projects, including the preparation of the BIM protocol document and the management thereof.

#### **SPECIAL STUDIES**

- a) Preparation of the client's brief — assist the client in the preparation of his requirements with regard to the purpose, scope, use and operation of the project;
- b) Site selection — research the suitability and location of a site for a proposed project;
- c) Feasibility studies — participation in technical and/or economic feasibility studies;
- d) Environmental studies — participation in environmental studies;
- e) Energy analysis, studies and planning — Green Star Ratings;
- f) Market surveys — participation in market surveys;
- g) Traffic studies — participation in traffic-flow studies.
- h) Drone studies; specialised photography for technical application and marketing material.
- i) Specialist survey- Point Cloud and Liddar Survey
- j) As built measured survey- required for verification of portions of construction undertaken during the works

#### **SPECIAL SUBMISSIONS TO STATUTORY AUTHORITIES**

- a) Land Use;
- b) Environment;
- c) Heritage;
- d) Trading Licences/Liquor Licences etc.

#### **WORK ON EXISTING PREMISES**

- a) Surveys and inspections — inspect, survey, measure and prepare documentation of existing premises, with other consultants as needed;
- b) Restorations and renovations — services in connection with work on existing buildings;
- c) Heritage sites — services in connection with work on heritage buildings, structures and sites;
- d) Services in connection with demolition permits of existing buildings and structures.

#### **OTHER SERVICES**

- a) Participation in litigation and dispute resolution (where a concurrent service is provided);
- b) Additional services as may be mutually agreed on.
- c) Componentisation of assets and compilation of the HV template in order to capitalise projects successfully.

### **C3.4.6 DESCRIPTION OF THE SERVICES: LANDSCAPE ARCHITECTURAL**

The Service Provider will be required to perform the following services in accordance with the Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Landscape Architectural Profession Act, 2000 (Act 45 of 2000)

Landscape architecture contributes to a wide range of projects within and allied to the built environment professions. Projects could be from the level of landscape master planning right through to detail design and implementation of the landscape. The projects range from institutional projects (public sector) to corporate (private sector). recreational and sports facilities (both public and private sectors), urban and rural facilities (mostly public sector), transport facilities (public sector), urban planning (mostly public sector), landscape restoration and rehabilitation, nature and game parks (public and private sectors) and house gardens(private



sector). Below follows a detailed overview of the projects that the landscape architectural profession typically gets involved in.

<b>Institutional and corporate</b>	
Correctional facilities	Roof gardens
Religious/spiritual grounds	Museums
College and university campuses	Wine estates
Hospitals and clinics	Historical gardens
Public buildings	Farms yards
Schools	Marinas
Libraries	Casinos
Sewerage Works	Landfill sites
Public squares	
<b>Recreation and Sport</b>	
Golf Courses	Caravan Parks
Sports fields with services	Camping facilities
Sports fields without services	Chalet sites
Sports Centres	Urban trails
Stadia	Marinas
<b>Urban and Rural Facilities</b>	
Parks with services	Show grounds
Parks without services	Public squares
Playgrounds	Exhibit spaces
Cemeteries	
<b>Transportation</b>	
Modal interchange nodes	Parking areas
Airports and air strips	Sidewalks
Streetscaping	Cycle ways
Roads and highways	Ranks and terminals
<b>Urban planning</b>	
Townships	Courtyards
Industrial townships	Golf Course Estates
Estate planning	Low cost housing
Industrial and commercial sites	Marinas
Office parks	Roof gardens
Shopping centres	Casinos
Hotel sites	
<b>Landscape restoration and rehabilitation</b>	
Mining operations	Derelect land
Quarries and borrow pits	Landfill sites
Road reserves	
<b>Nature and game parks</b>	
Camping areas	Chalet sites
Rest camps	Trails
Caravan Parks	
<b>Detail elements</b>	
Street furniture design	Public art
Landscape Structures	

For the projects listed above, either Landscape Master Planning or Landscape Sketch planning services are generally undertaken by the landscape architectural professionals.

Complementary projects and services

These listed services are associated with the landscape architectural profession and are either undertaken by a Professional Landscape Architect himself/herself or with the assistance of other landscape architectural professionals.

#### Procurement of plants

Projects that take place in sensitive environments, or that have specific planting requirements in terms of the legally binding environmental approvals or that are of a very large scale often require the assistance of landscape architects to source and secure plants for the project. The role of the landscape architect would include the preparation of the planting palette, the sourcing of the identified plants in terms of quality and quantity and potentially assisting in setting up the specifications for the establishment of an on or off site nursery. Regular inspections of the nursery follow until the plants are delivered to site. This function is also at times fulfilled by the landscape contractors and plant brokers.

#### Facilitation and co-ordination of the incorporation of public art

Often public projects in particular require the inclusion of art work in the landscape. The role of the landscape architect would be to source artists who can undertake the artwork, deal with the contractual aspects on behalf of the client and facilitate the integration of the construction of the art work into the overall project programme. Within this sphere of involvement, there are art brokers or public art consultants that also fulfil this role.

#### Preparation of Landscape Maintenance Specifications and auditing thereof

The preparation of Landscape Maintenance Specifications and auditing thereof is a service typically undertaken by landscape architects to assist facilities managers. This involves assisting with the preparation of the landscape maintenance specifications, drawing up the tender documentation together with the client, going out to tender, adjudicating the tenders and making a recommendation to the facilities manager in terms of whom to appoint. Once the landscape maintenance contractor is appointed, the landscape architect assists the client in evaluating the performance of the landscape maintenance contractor by undertaking regular audits. This function can at times be undertaken by landscape contractors.

### **C3.4.7 DESCRIPTION OF THE SERVICES: LAND SURVEYOR**

The Service Provider will be required to perform the following services in accordance with the Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Geomatics Profession Act, 2013 (Act 19 of 2013)

(a) Geomatics and the geomatics profession are areas of expertise which involve one or more of the following activities which may occur on, above or below the surface of the land or the sea:

- (i) The determination of the size and shape of the earth and the measurement and recording of all data needed to define the size, position, shape and contour of any part of the earth;
- (ii) the spatial positioning of objects and the positioning and monitoring of physical features, structures and engineering works;
- (iii) the planning and determination of the position of the boundaries of land and of rights in land, for the purposes of registration of such land and rights in terms of applicable legislation;
- (iv) the design, establishment and administration of geographic information systems and the collection, storage, analysis, visualisation and management of geo-spatial information;
- (v) the measurement of land, mineral and marine resources; and
- (vi) such other activity as may be prescribed;

Nature of the work to be performed:

#### Cadastral Surveys (New Townships)

This includes township design and the calculation of all the data necessary to carry out the physical survey and to prepare the general plan, as well as the physical survey of the township.

#### Cadastral Surveys (Existing Properties)

This includes the determination of the original boundaries based on the physical and mathematical evidence available, the writing of the reports justifying his or her decision and the physical survey of these properties and must include a reasonable mix of both urban and rural situations.

#### Control Survey Network

High order network of control survey points. To include the planning, reconnaissance, specifications, measurement and adjustment. A three-dimensional network to be included.

#### Town Planning and Conveyancing

To include the preparation and drafting of the documents necessary to make application for consent to subdivide or consolidate, to apply to amend a town planning scheme, as well as a reasonable exposure to and an understanding of the registration process.

#### Sectional Title Surveys

Including the physical survey of the building and the sections (excluding the re-establishment of the site boundaries), the preparation of sheet 1 and the determination of the participation quota schedule

#### Engineering Surveys

Including topographical, staking, setting out and precise the engineering surveys as well as volume determinations.

#### Office of the Surveyor-General

To include work in the various departments as the Surveyor General may deem fit.

### **C3.4.8 DESCRIPTION OF THE SERVICES: TOWN PLANNER**

The Service Provider will be required to perform the following services in accordance with the Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Planning Profession Act, 2013 (Act 36 of 2002)

#### Categories of Planning work

The following more detailed categories of planning work (land development and land use applications) are evident from various adopted by-laws of municipalities which, in turn, derive their status from the aforesaid provisions of SPLUMA and the relevant Regulations:

#### CATEGORY 1: LAND DEVELOPMENT APPLICATIONS

- (a) An application for amendment of the provisions of the town planning or land use scheme (by rezoning).
- (b) An application for the amendment and/or removal of restrictive conditions of title, servitudes or reservations (with regard to land development matters).
- (c) An application for consent of a municipality to use land as contemplated in a land use or town planning scheme, or an application to depart from or relax the provisions of a town planning or land use scheme, title deed or similar instrument.
- (d) An application for consent of a municipality to use land as contemplated in a condition of title, condition of township establishment or similar provision.
- (e) An application for township establishment and/or the extension of boundaries of an existing township.
- (f) An application to divide an approved township into different phases (different township extensions), to be proclaimed and developed independently.
- (g) An application for subdivision of urban land (an erf or erven in a proclaimed township) not expressly provided for in a land use scheme, which application may include the simultaneous consolidation of two (2) or more of such erven.
- (h) An application for subdivision of urban land (an erf or erven in a proclaimed township) expressly provided for in a land use scheme, which application may include the simultaneous consolidation of two (2) or more of such erven.
- (i) An application for subdivision of land held under farm title or as an agricultural holding, which application may include the simultaneous consolidation of two (2) or more such properties.
- (j) An application for the consolidation of different pieces of land (either urban, farm land or agricultural holdings) as a separate matter (not linked to the simultaneous subdivision of the same land components).

- (k) An application for the alteration, amendment or cancellation (either wholly or in part) of a general plan of a township.
- (l) An application for consent to use land or to depart from or relax any land use management provision in terms of any applicable provincial or national law.
- (m) An application to permanently close a public place (street, square or park).
- (n) An application to motivate an amendment of the provisions of an adopted spatial development framework or adopted policy of a municipality pertaining to spatial planning and land use management matters in support of a land development application.

The aforesaid generic categories of land development applications appear to be common to most (if not all) municipal by-laws on spatial planning and land use management matters. As a result, such applications will form the core of the guidelines on the calculation of professional fees for each such service to be rendered by a Professional Planner or Technical Planner.

Whereas the municipal by-laws and SPLUMA do not specifically define the matters described hereunder, a number of implied categories of planning profession work come to the fore in the context of the adopted by-laws namely:

#### CATEGORY 2: SPATIAL PLANNING AND LAND USE MANAGEMENT INVESTMENTS

- (a) The preparation of a spatial development framework or land development policy guidelines on instruction from a municipality or other authority, including the preparation of policy guidelines on any matter relevant to spatial planning and land use management.
- (b) The preparation of a new or revised land use or town planning scheme under instruction from a municipality or other authority.
- (c) The preparation of a site development plan or similar illustrative plan for one or more properties to accompany a land development application or for other purposes, as may be required by the municipality or other authority.

In addition to the categories of work which stem from SPLUMA and the municipal by-laws (either directly or implied), a Professional Planner or Technical Planner may, from time to time, also be required to attend to the following categories of work for which professional fees require to be calculated namely:

#### CATEGORY 3: MISCELLANEOUS PLANNING WORK

- (a) The preparation for and attendance at a hearing conducted by a municipal planning tribunal or appeal authority or similar body, to represent a client in the event of a disputed land development application or for whatever other reason.
- (b) Participation as an expert witness in court proceedings or arbitration proceedings or similar and the preparation of an expert summary of professional opinion regarding matters which may be broadly described as falling within the realm of spatial planning or land use management matters.
- (c) Providing general spatial planning and land use management advice to an instructing client which may include the conducting of due diligence investigations or investigations regarding the potential feasibility of an intended land development project.
- (d) Providing project co-ordinating services by representing the client as co-ordinator of the involvement of a number of consultants/specialists forming part of the professional team appointed by the client to attend to a land development project.
- (e) Certifying and / or verifying work and / or documentation with regards to compliance with ruling planning legislation.

Collectively, the aforesaid categories describe the tasks which may be executed by professional planners or technical planners upon receiving instructions from a client and for which purpose professional fees require to be calculated and charged. It is in this context that the proposed guidelines for the calculation of professional fees for each of the aforesaid categories of work is set out.

Nature of the work to be performed:

STRATEGIC PLANNING AND CO-ORDINATION OF NATIONAL SPATIAL PLANS AND SPATIAL FRAMEWORKS  
Human settlements, which include housing and urbanisation  
National spatial frameworks

STRATEGIC PLANNING AND CO-ORDINATION OF REGIONAL SPATIAL PLANS AND  
SPATIAL FRAMEWORKS

Preparing regional spatial frameworks

STRATEGIC PLANNING AND CO-ORDINATION OF SUB-REGIONAL SPATIAL PLANS AND  
SPATIAL FRAMEWORKS

Preparing sub-regional spatial plans and spatial frameworks

STRATEGIC PLANNING AND CO-ORDINATION OF SPATIAL PLANS AND SPATIAL FRAMEWORKS AT MUNICIPAL  
LEVEL, INCLUDING CATEGORY A, B AND C MUNICIPALITIES

Preparation of spatial development frameworks

Physical planning of a single municipal area

Physical planning of functionally interrelated areas

Arrangement of land uses

Intensity of land uses

STRATEGIC PLANNING AND CO-ORDINATION OF LOCAL SPATIAL PLANS AND SPATIAL FRAMEWORKS

Land use and spatial arrangement of local activities

PLANNING SURVEYS, ANALYSES AND/OR POLICY FORMULATION

Land use planning and policy formulation

LAYOUT-, TOWNSHIP- AND LAND DEVELOPMENT PLANS

Preparation of layout-, township-and .development plans

Proposed layouts for land uses

Land development applications for projects which are not in accordance with approved plans and policies

Redevelopment or urban renewal schemes

DEVELOPMENT EVALUATION

Evaluation of spatial implications of development proposals

PLANNING ADMINISTRATION AND IMPLEMENTATION

HOUSING

Integrated planning of housing and ancillary land uses

LAND USE MANAGEMENT

Formulation and amendment of land use management systems and policies

Defining and demarcating of specified use zones including amendments

Upgrading of existing settlements

Design of urban development

Investigation of the physical form of buildings and the space between buildings

Planning of access roads

Investigation of the technical implications of services and infrastructure

Solving questions relating to feasibility, design standards and site valuation

Considering land use relationships between buildings

Preparation of site development plans

Preparation of targeted business plans, budgets and programmes for development

Leading a multi-disciplinary team to guide a development project

Formulation of planning legislation, regulations or any other statutory instruments

**C3.4.9 DESCRIPTION OF THE SERVICES: ENVIRONMENTAL ASSESSMENT PRACTITIONER**

The Service Provider will be required to perform the following services in accordance with the National Environmental Management Act, 1998 (Act 107 of 1998)

An environmental assessment practitioner is an individual responsible for the planning, management, coordination or review of environmental impact assessments, strategic environmental assessments and environmental management programmes. An 'Environmental Assessment Practitioner' (EAP) is a consultant who conducts an Impact Assessment process including looking at alternatives, consulting the public (public participation), assessing the impact of the proposed project on the receiving environment.

Environmental Assessment Practitioners work as part of a team of experts to conduct environmental impact assessments, to determine the effect that developments are likely to have on the environment and society. They work within a framework of standards and regulations of the newly established Environmental Assessment Practitioners Association of South Africa that ensures ethical conduct in this profession.

Nature of the work to be performed:

- Undertaking field assessments depending on whether the assessment focuses on the social or ecological context
- Undertaking interviews with communities and heritage assessments to inform social EIAPs.
- Ecologically focussed EIAPs using scientific research methods to collect species data.
- Reporting findings and recommending whether a development or activity goes ahead or not.
- Compile Environmental Impact Assessments or Reviews.
- Co-ordinates, manages and integrates the various components of environmental assessment throughout the planning process.
- Study both the natural and human environment.
- Undertake environmental management, environmental assessment and related studies.

#### **C3.4.10 DESCRIPTION OF THE SERVICES: SOCIAL FACILITATOR**

The social facilitators need to facilitate community participation and engagement processes, as well as produce reports with settlement data, demographics, socio-economic analysis, and livelihoods programme, which will ultimately inform and form part of the developmental response of the upgrading initiative.

Social facilitation is about encouraging community participation in the development of their future and provision of interventions that promote ownership and sustainability of projects. Social facilitation ensures that:

- People are encouraged to be active and involved in managing their own development by exercising their responsibilities.
- The community can successfully guide development planning and initiatives, resulting in a more inclusive, community-based and bottom-up planning process.
- There is good working relationships that promote stability amongst stakeholders during the life cycle of the project.
- There is localisation by utilisation of local material and labour thus reducing all unnecessary expenses.
- Social facilitation is one of the critical element in the success of infrastructure projects as it ensures effective cooperation and facilitates coordination of role-players by creating a conducive environment for the smooth implementation across and beyond the implementation of the project cycle.

Nature of the work to be performed:

- Overall Community Consultation Plan and Engagement Processes
- To develop an overall community consultation plan to guide the stakeholder engagement processes which will be informed by existing local dynamics to be identified and indicated from the first interactions with the relevant officials.
- Ongoing Social Facilitation Management / Coordination
- Establish an informed level of communication with stakeholders;
- Communicate and coordinate communication between the various stakeholders at agreed time frames;
- Provide a link between local community structures and the project task team
- Provide updates and analysis on pertinent action related to the project (monthly reports);

- Organizing and managing community meetings;
- Develop a social facilitation Implementing Plan as a reference document for the programme
- Utilise existing governance structures for easy implementation of the programme at all levels and set up structures where there is none
- Facilitate stakeholder engagement both at management and stakeholder level
- Provide inputs to the Risk Management Plan
- Develop and manage the Communication Plan
- Provide input into the Monitoring and Reporting tool for the projects (with reference to employment, training and SMME development reports)
- Develop and apply conflict resolution mechanisms
- Craft and implement interventions and mitigation strategies
- Develop social facilitation reporting templates for PSP social facilitators.
- Environmental scanning
- Identification of existing stakeholders and their role thereof
- Ensure smooth decanting and beneficiation processes
- Manage and monitor risk
- Manage conflict resolution between the communities and site agents.
- Formulate co-ordination of the strategies and the implementation of the systems of regular reporting to the relevant structures such as PSP Team, PSC Committee, the Departments, including local structures linked to the projects.
- Prepare documentation for proper handover of the projects once completed
- Ensure that all relevant legislation is complied with during project implementation
- To engage with communities and stakeholders on the new technologies to be used for the construction of new infrastructure going forward.

#### **C3.4.3.11 Training and mentoring of students and employees**

As the employer is actively assisting in providing experiential training for students and employees in the process of registering with the Professional Organizations the service provider will be required to provide training and mentoring when requested to do so.

The bibbers that is successfully appointed on projects will be required to provide a minimum of 8 hours a month mentoring to students and employees of the City. The time and expenses for mentoring will not be remunerated separately and should be included in the normal fees priced. This will be seen as giving back to the community and transferring of skills.

### **C3.5 SELECTION PROCEDURE**

Seen ANNEXURE A

### **C3.6 SUPPLIER PERFORMANCE EVALUATION PROCEDURE**

- C3.6.1 The Employer's Agent responsible for a particular Task Order is required, within 10 (ten) working days of the submission of the final Supplier's invoice for services associated with the Task Order, to evaluate the Supplier's performance in completing a Task by completing the evaluation form in Annexure A1 and summarized to Annexure A2.
- C3.6.2 The Employer's Agent in reviewing the Supplier's performance shall consider whether satisfactory progress was affected by matters outside or within the Supplier's control. The assessment shall be made, after taking into account matters beyond the Supplier's control.
- C3.6.3 The Supplier shall be given a copy of each performance report and be given 10 (ten) working days to respond to its content, if necessary. The Employer's Agent shall address any issues raised by the Supplier and respond in writing within 10 (ten) working days of receipt of such response.

C3.6.4 The Supplier may thereafter appeal the scoring of the Employer's Agent to the Group Head of the Department who shall delegate an independent official to review the score and correspondence and, if necessary communicate with the Supplier and Employer's Agent, individually or separately. The score allocated by such an official shall be final and no further representations shall be entertained.

C3.6.5 The Employer may change the evaluation form, in which case the Supplier will be furnished with a copy of the revised form before or at the time that a Task Order is issued.

### **C3.7 PRICING PROCEDURE**

Pricing will be requested during the second round of invitations and priced quotations will then be submitted.

### **C3.8 REQUIREMENTS**

#### **C3.8.1 Mentoring Services**

##### **(1) Objective**

- Determine and analyse the shortcomings of contractor in the areas of technical, operational, business knowledge and experience in their trade, and facilitate the development of such areas.
- Mentor contractors under a programme to implement projects in a cost effective manner without compromising quality or construction standards.
- Mentor a contractor to allow such contractors to exit the programme as a sustainable business under the programme.

##### **(2) Duties, obligations and purpose of the mentor**

The duties, obligations and purpose of the mentor are to:

- Draft a Goal Development Plan for the contractors for the duration of a programme that will specify the areas of intervention, the type of intervention to be carried out, milestones and measurable outcomes.
- Conduct a Training Needs Analysis and develop a training plan aligned to the Goal Development Plan
- Facilitate access to finance for the contractors.
- Minimize the departments' and the contractors' risk of projects not being delivered within stated requirements, budget and time.
- Provide access and/or assistance to contractors under a programme in the areas of tendering, project management, technical, managerial, administrative, contractual, legislative and commercial expertise.
- Capacitate contractors to successfully complete their contracts.
- Capacitate contractors to eventually work independently and profitably upon exit of a programme
- Grow contractors and their profiles to enable them to move to a higher Construction Industry Development Board (CIDB) grading.
- It is the duty of the mentor to provide ongoing support in identified areas of the development of the contractor and also submit to the instructions directed by the department or its authorized representatives. The department's instructions shall always take precedence over the contractor needs or instructions. The mentor is not precluded from rendering private services to the contractor unless such services is in conflict with the mentor's obligations and responsibilities in terms of his contract.
- Enable the contractors, upon exit of the programme, to have in place a good business system.

##### **(3) Urgent request for mentorship intervention**

- The mentor will be required to respond to the department's request where a contractor requires urgent mentorship intervention to the discretion of the department.



- Such intervention may be for a specific deliverable to be completed.

#### (4) Reporting requirements of the Mentor

The mentor will be required to report to the department with regards to the contractor and projects on the following basis:

- In writing (post, letter, fax or e-mail) to the department, and within 48 hours of becoming aware of any situations that may have a material effect on any parties of the programme.
- On a monthly basis, a detailed written report that must include among other the following:
  - Stipulating the date, time and venue of the session, the aims of the sessions, the rationale for the session, the outcomes of the sessions and any additional comments.
  - Weaknesses or areas that require attention of the contractor and how it is being resolved or intended to be resolved, whether it be on an identified project or projects or general business management.
  - The mentor's assessment of the contractor's resource usage (labour, tools, materials, equipment, etc.), employment created, operational conditions (weather, geographical conditions, etc.) and the challenges it poses to the successful execution of the projects.
  - A checklist of the contractors' compliance to legislative, contractual and administrative requirements.
- On a quarterly basis, a detailed written report that must include among other the following:
  - A summary of all monthly reports.
  - Outline progress against contractor's Goal Development Plan
  - A summary of training undergone by contractor and progress in the implementation of the training.
  - A summary of the progress of projects undertaken during the quarter.
  - Outline progress on the accessing of finance, where applicable.
- Report or present reports, whether it be in writing or in person, when requested to do so by the department other than the above.
- Prepare a close out report.

#### (5) Termination of Mentor's services

- The department may terminate the services of a mentor on a particular project or contractor at its discretion.
- The department will not be obliged to provide reasons for such termination to the mentor.

#### (6) Department's duties and responsibilities

- The department shall arrange an introductory meeting to introduce the mentor and his/her purpose to the contractor
- Provide the mentor with general information regarding the contractors

### C3.8.2 Construction Manager Services

#### (1) Obligations

Manage the construction and achieve the execution and completion of the works in a manner which:

- a) Conform to programme, budget and client objectives.
- b) Conform to specifications of design engineer.
- c) Comply with prevailing legislation (safety etc.).
- d) Conductive to possible time and cost savings for the client.
- e) Give specialist, knowledgeable and competent advice in regards to construction process and personnel.
- f) Quality.

(2) Authority

The construction manager has no authority to:

- a) Alter design and specifications.
- b) Have a contract with the small contractor or his workforce.
- c) Relieve anybody of their duties or obligations.
- d) The construction manager will implement actions to avoid or minimizing delays and additional costs. The manager has been delegated discretion exercisable over matter affecting the client.

(3) Co-operation with others

The construction manager shall:

- a) co-operate with the Project Engineer. (Principle consultant)
- b) direct all instructions and communications via the Project Engineer.
- c) co-operate fully with all members of the Technical Team.
- d) provide to members of the Technical Team all Construction Management Services information; especially the Project Manager and Materials Manager.
- e) adhere to client's advices and apply only accepted norms relating to labour management, labour relations and dispute resolution.
- f) pre-empt the development of labour disputes and inform the client.

(4) Site staff and facilities

The construction manager shall not alter his site staff or site facilities without the written consent of the client.

(5) Advances and payments

The construction manager shall account fully to the client for all payments, advances and disbursements made on behalf of the client.

(6) Liability

The Construction Manager shall be liable to and pay compensation to the client all additional costs incurred and losses suffered by the client in respect of:

- a) the settlement of legitimate claims by the small contractor.
- b) insufficient utilisation of plant, equipment and labour paid for by the client.
- c) the loss of materials paid for by the client.
- d) damage caused to site facilities through negligent acts of the site staff under control of construction manager.

(7) Exclusions

The construction manager shall not be liable for damages arising from:

- a) the acts of any contractor or workforce;
- b) the acts of any site staff not under the construction manager control;
- c) any section of the project for which the construction manager has not been appointed;
- d) the actual project cost exceeding the project budget as estimated;
- e) the resolution of any labour disputes;
- f) inclement weather conditions;
- g) sub-surface conditions;
- h) the occurrence of any event beyond the control of the construction manager which results in:
  - i) a material affect of the works.
  - ii) disruption of labour and materials.
  - iii) disruption in free access to the site.
  - iv) material risk to persons or property.
  - v) any accepted risk.

(8) Stage 3 & 4 services:

Typical Functions	Typical Deliverables
<ol style="list-style-type: none"> <li>1. Attend project coordinating meetings.</li> <li>2. Attend technical team meetings.</li> <li>3. Familiarize with project objectives, project programme, scope, implementation strategy etc.</li> <li>4. Inspect site.</li> <li>5. Advise client in respect of matters relating to utilization of local community. <ol style="list-style-type: none"> <li>i) enhance labour intensive methods</li> <li>ii) limiting uneconomic labour intensive activities</li> <li>iii) potential modifications to the design proposals</li> </ol> </li> <li>6. Advise the client on: <ol style="list-style-type: none"> <li>i) formulation of sub-projects</li> <li>ii) construction periods for sub-projects</li> <li>iii) skills and resources required by learner contractors</li> </ol> </li> <li>7. Advise client regarding extend of training needed.</li> <li>8. Advise client in respect of safety.</li> <li>9. Compilation of a detailed materials list.</li> <li>10. Compilation of a detailed list of tools.</li> <li>11. A report to the client incorporating: <ol style="list-style-type: none"> <li>i) proposed organisational structure for the construction Management site staff</li> <li>ii) requirements in respect of site staff including furniture etc.</li> <li>iii) shadow prices</li> <li>iv) estimated costs for services</li> <li>v) estimated requirements for Specialist Contractors.</li> <li>vi) proposed programme</li> <li>viii) cash flow</li> </ol> </li> <li>12. Confirm that contracts can be concluded with specialist contractors.</li> <li>13. Establish a register to record assets purchased.</li> <li>14. Make arrangements for site security.</li> <li>15. Advise client on tender documents and contracts.</li> <li>16. Advise on appropriate tender procedures.</li> <li>17. Update shadow prices.</li> <li>18. Assist engineer in tender recommendations.</li> <li>19. Consult with learner contractor's regarding the break-down of lump sums.</li> <li>20. Ensure that all necessary resources are in place.</li> </ol>	<ul style="list-style-type: none"> <li>♦ Training schedules</li> <li>♦ Materials list</li> <li>♦ Tools list</li> <li>♦ Contract management report</li> <li>♦ Assets register</li> </ul>

(9) Stage 5 Services:

Typical Functions	Typical Deliverables
<p>1. General</p> <p>The Construction Manager shall:</p> <ol style="list-style-type: none"> <li>attend the project co-ordinating meetings.</li> <li>confirm that the insurance arrangements are in place.</li> <li>inspect, report and repair all damaged exposed services.</li> <li>assist with the security arrangements and monitor the effectiveness.</li> <li>assist with the supply and erection of suitable name boards.</li> <li>assist with the assets register.</li> <li>assist with records of materials deliveries and reconcile the quantities delivered.</li> <li>assist with site records, documentation pertaining to plant, equipment, progress and personnel on site.</li> <li>engage (where required) specialist contractors to execute specialist work.</li> <li>assist with the supply of certain materials to the place of work.</li> <li>assist the responsible person on site pertaining to occupational safety and operation of machinery.</li> </ol> <p>2. Progress Reports</p> <ol style="list-style-type: none"> <li>Submit monthly progress reports to the client in regards to: <ol style="list-style-type: none"> <li>progress in relation to the programme</li> <li>material, labour, plant, transport, sub contractors and site staff costs</li> <li>actual cash flow</li> <li>savings or excess expenditure</li> <li>status of the operating account</li> <li>construction management fees and disbursements</li> <li>minutes of site meetings</li> <li>details of hired plant (breakdowns, standing time etc.)</li> <li>loss or theft of materials</li> </ol> </li> <li>Maintain contact with all site activities.</li> <li>Observe the work on a daily basis.</li> <li>Report to the Engineer any cases of non-conformance by the small contractor and prescribe remedial actions.</li> <li>Report to the Engineer any deficiencies in materials.</li> <li>Monitor and verify the correctness of the setting out.</li> </ol>	<ul style="list-style-type: none"> <li>♦ Progress reports</li> <li>♦ Works programme</li> </ul>

Typical Functions	Typical Deliverables
<ul style="list-style-type: none"> <li>g) Arrange regular site progress meetings with the small contractor and distribute the minutes thereof.</li> <li>h) Record information received from the small contractor.</li> <li>i) Assist with the co-ordination of the workforce in regards to progress, safety and security of the works.</li> <li>j) Record variations made by the Engineer and propose actions to avoid delays or increased costs.</li> <li>k) Review and monitor contractor's quality control and testing systems</li> <li>l) Establish a list of all defects in the contractor's work and recommend remedial actions.</li> </ul> <p>3. Advices, guidance and mentoring</p> <p>Advise contractor in:</p> <ul style="list-style-type: none"> <li>a) compilation of works programme.</li> <li>b) execution of his contract according to programme.</li> <li>c) the interpretation of drawings, specifications, instructions and all contractual matters.</li> <li>d) the execution of the contract.</li> <li>e) methods for setting out of the works.</li> <li>f) structuring, employment, management and administration of his workforce.</li> <li>g) administration of his contract.</li> <li>h) registration for Workman's Compensation, income tax, VAT, etc.</li> <li>i) preparation of progress reports, advancement of wages and payment certificates.</li> <li>j) handing over of the works to the Engineer.</li> <li>k) safety measures and monitor the implementation thereof.</li> <li>m) liaison with external organizations and local residents in regard to construction of the works.</li> <li>n) materials requirements and ordering thereof.</li> <li>o) the following aspects of construction contracts: <ul style="list-style-type: none"> <li>i) basic work techniques</li> <li>ii) the need to develop communication skills.</li> <li>iii) what is expected of a contractor.</li> <li>iv) the need to execute tasks correctly the first time.</li> <li>v) how to submit payment certificates</li> <li>vi) how to control and motivate workforce</li> <li>vii) the necessity of planning.</li> <li>viii) how to do construction programmes</li> <li>ix) the relationship between tender, productivity and payment certificates.</li> </ul> </li> </ul>	

Typical Functions	Typical Deliverables
<ul style="list-style-type: none"> <li>x) the need to keep proper record for future use.</li> <li>xi) facilitate and co-ordinate training by the Training Manager with the construction programme.</li> </ul> <p>4. Mentoring staff</p> <ul style="list-style-type: none"> <li>a) The Construction Manager shall appoint such site staff to assist himself in mentorship and skills transfer.</li> <li>b) Alternatively shall nominate staff for appointment by the client.</li> <li>c) In either case, such staff shall take instructions from the Construction Manager.</li> </ul> <p>5. Financial support</p> <ul style="list-style-type: none"> <li>a) Administer an operating account.</li> <li>b) Facilitate bridging finances.</li> <li>c) Arrange cash advances.</li> <li>d) Verify the statements and requests for advances.</li> </ul> <p>6. Materials supplied by the client</p> <p>The Construction Manager shall:</p> <ul style="list-style-type: none"> <li>a) observe arrangements for storage and safe keeping of unused materials and recommend improvement if necessary.</li> <li>b) review requests for materials and authorize and forward timeously to Materials Manager.</li> <li>c) place orders with Materials Manager or arrange direct delivery to the site.</li> <li>d) collect materials from store, where require.</li> <li>e) monitor the use of materials by the contractor.</li> <li>f) determine wastage on items where not allowed for.</li> <li>g) issue to the Engineer a monthly materials reconciliation certificate in respect of materials provided and incorporated.</li> </ul> <p>7. Tools and equipment</p> <p>The Construction Manager shall:</p> <ul style="list-style-type: none"> <li>a) advise the contractor on his hand tool requirements and assist in the procurement thereof.</li> <li>b) confirm that the contractor has been provided with suitable tools to execute the works and initiate remedial action where necessary.</li> <li>c) arrange for the timeous supply of special equipment.</li> </ul>	

Typical Functions	Typical Deliverables
<p>d) arrange for all tests and results to be carried out and forwarded to the Engineer.</p> <p>e) arrange for the supply of testing materials and calibration thereof.</p> <p>f) arrange for the supply of fuel and power required for the operation of the tools and equipment.</p> <p>g) Control the use of equipment supplied by the client or hired on his behalf.</p> <p>8. Work force</p> <p>The Construction Manager shall provide the various services as described below:</p> <p>a) Assist with the planning the works economical with the efficient use of plant, materials and labour.</p> <p>b) Assist with the control of costs and maintenance of plant, material and labour as well as records of all expenditure and productivity achieved and reporting to client.</p> <p>Assist with:</p> <p>a) Determine the numbers and categories of Workers required for the execution of the Works.</p> <p>b) Organise the Workforce into appropriate work teams and assign the daily work duties.</p> <p>c) Identify workers who display the appropriate potential and assign them to supervisory and other special duties.</p> <p>d) Where the workforce is to be remunerated on a Task Work system, determine the extent of the individual and group tasks.</p> <p>e) Direct and supervise the daily execution of work by the workforce.</p> <p>f) Maintain full and up to date records for each worker on the site pertaining to:</p> <p>i) date of engagement.</p> <p>ii) the particulars of engagement.</p> <p>iii) qualifications.</p> <p>iv) capacity in which employed.</p> <p>v) nature of the tasks assigned to each worker.</p> <p>vi) work executed and productivity achieved by each worker.</p> <p>vii) attendance.</p> <p>viii) disciplinary actions taken against any worker.</p> <p>ix) amounts payable and amounts paid.</p> <p>x) tools, materials and equipment provided to each worker.</p> <p>xi) reasons for termination of service.</p> <p>xii) training provided.</p>	

Typical Functions	Typical Deliverables
<ul style="list-style-type: none"> <li>g) Facilitate the payment of workers.</li> <li>h) Assist the contractor in the resolving of queries as may arise in relation to discrepancies in the remuneration of the workforce.</li> <li>i) Implement such disciplinary actions and procedures as may become necessary and advise the contractor of such actions.</li> <li>j) Maintain accepted standards of labour relations procedures in managing the workforce and facilitate in the resolution of disputes and the rectification of grievances.</li> </ul>	

### C3.8.3 Materials and Plant Manager Services

#### (1) Obligations

- a) Conform to programme, budget and client objectives.
- b) Conform to specifications of design engineer.
- c) Comply to prevailing legislation (safety etc.).
- d) Conductive to possible time and cost savings for the client.
- e) Give specialist, knowledgeable and competent advice in regards to construction process and personnel.
- f) Quality.

#### (2) Stage 5 Services:

Typical Functions	Typical Deliverables
<ol style="list-style-type: none"> <li>1. The Materials &amp; Plant Manager assist with the establishment and operation store facilities.</li> <li>2. The Materials &amp; Plant Manager shall establish management procedure for procuring, storing and issuing of materials and plant that:</li> <li>3. are open to audit.</li> <li>4. protect the client against stores staff infidelity and abuse.</li> <li>5. report monthly on procurement or purchased and handling of materials to the client.</li> <li>6. introduce appropriate handling and storage requirements.</li> <li>7. quality checks on materials.</li> <li>8. security.</li> <li>9. ensure availability.</li> <li>10. conform with procedures regarding procurement tenders, processing and timeous payment.</li> <li>11. establish suppliers.</li> <li>12. negotiate best prices.</li> <li>13. All materials procured has to be according specifications.</li> <li>14. Consultant shall account fully to the client in respect of quantities.</li> </ol>	<ul style="list-style-type: none"> <li>♦ Monthly materials reports</li> </ul>



#### **C3.8.4 Planning, Studies, Investigations and Assessments**

These typical services relate to carrying out studies and investigations as well as the preparation and submissions of reports embodying preliminary proposals or initial feasibility studies and will normally remunerated on a time and cost basis.

#### **C3.9 COOPERATION WITH OTHER CONSULTANTS**

If required consultants must be prepared to work with and in conjunction with other consultants and to cooperate fully in this regard.

#### **C3.10 FACILITIES AND EQUIPMENT TO BE PROVIDED BY THE EMPLOYER**

The Employer will not supply any facilities, office space, equipment, software, vehicles, telecommunication systems etc.

#### **C3.11 APPROVALS**

##### **C3.11.1 Wayleave approval**

Wayleave Process and Procedures can be viewed at <https://wayleave.tshwane.gov.za>. Also included as ANNEXURE D: WAYLEAVE MANAGEMENT SYSTEM is the training manual for this system

#### **C3.12 PLANNING AND PROGRAMMING**

##### **C3.12.1 Programmes submitted by the consultants for projects should reflect the following:**

- Starting dates, milestone dates, estimated duration and planned completion dates.
- Order and timing of services which the service provider plans to do
- Provisions for
  - Float
  - Time risk allowances
  - Health and safety requirements

##### **C3.12.2 Activities for which the employer are responsible and which shall be included in the service provider's programme are the following:**

- Approval of Tender Advertising Request (TAR);
- Approval of Tender Advertising Objectives (TAO);
- Acceptance of tender documentation;
- Acceptance of tender drawings;
- Approval of Tender Advertising Request (TAR) by the Group Head and the Chief Operations Officer (COO);
- Approval of tender documentation by the Bid Specification Committee (BSC);
- Acceptance of Bid Evaluation Report (BER);
- Recommendation of Bid Evaluation Report by Bid Acquisition Committee (BAC);
- Letter of acceptance

#### **C3.13 SOFTWARE APPLICATION FOR PROGRAMMING**

All software shall be compliant with Microsoft Windows 10 and/or the latest operating systems and shall be fully compatible with Microsoft Office 365 and/or the latest versions.

### **C3.14 FORMAT OF COMMUNICATIONS**

Consultants will be required to submit documents in the following format:

Document Type	Hard Copy	Electronic
Tender documents	✓	✓
Tender drawings (Printed/PDF/DXD/DWG/AutoCAD)	✓	✓
Reports (all reports including completion and photo reports)	✓	✓
Construction Drawings	✓	✓
As Built test results	✓	✓
As Built drawings	✓	✓

### **C3.15 MANAGEMENT MEETINGS**

Consultants will be required to attend monthly project progress meetings.

### **C3.16 USE OF DOCUMENTS BY THE EMPLOYER**

The copyright in any document produced, and the patent rights or ownership in any plant, machinery, thing, system or process designed or devised by a Service Provider in the course of the service is vested in the City of Tshwane Metropolitan Municipality.

### **C3.17 STAGES OF EVALUATION**

#### **Stage 1: Administrative Compliance**

All the bids will be evaluated against the administrative responsiveness requirements as set out in the list of returnable documents.

#### **Stage 2: Eligibility (Mandatory Requirements)**

Refer to clause C.2.1 in Part T1 Tender Procedure for detail.

It is the objective of the CoT to appoint a panel of professional service providers per category of expertise. Bidders can submit bids for the professional discipline in which they have the required skills and professionally registered personnel. Appointments will be made per professional discipline.

Bidders will require to submit proof of professional registration on these category of expertise. Certified copies of professional registration should be included as evidence for this requirement.

Any proposal that does not meet any of these conditions will not be considered for further evaluation.

#### **Stage 3: Functionality**

Refer to clause C.2.1 in Part T1 Tender Procedure for detail.

The minimum number of evaluation points for functionality is 70 per category. All bidders that obtain 70 points or higher on the functionality will appointed on the panel per category that they compile with the minimum points.

Contract: COO 01-2021/22: Framework Contract for Multidisciplinary Professional Engineering Services for Various Projects in Tshwane, As  
and When Required, for a Three (3) Year Period  
Part C3: Scope of Work

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## **ANNEXURES**

ANNEXURE A: SELECTION PROCEDURE  
ANNEXURE B: TENDER PROCEDURE  
ANNEXURE C: PROPOSED LIST OF PROJECTS

## **ANNEXURE A: SELECTION PROCEDURE**

The City will use the following method of selection and rotation of Service Providers engaged in a Framework Contract.

All service providers must be invited for quotation from a framework contract however should the panel consist of 10 or more service providers the following approach must be adopted on a rotational basis :

Requests below 10 Million in value – minimum of 10 bidders to be invited

Requests Above 10 Million and below 20 Million in value – minimum of 15 bidders to be invited

Requests Above 20 Million and below 50 Million in value – minimum of 20 bidders to be invited

Requests above 50 Million in value – minimum of 30 bidders to be invited

Bidders from the panel will be invite on a rotational basis. The invitations will be made for the first number of bidders as indicated per estimated value of the tender. The bidder numbers will be allocated on submission of bids and those number will be utilised. When the second invitation is required the second number of bidders will be invited. As an example, for tenders below R10 million for the first bidders 1-10 will be invited for the second tender bidders 11-20 will be invited. This sequence will be followed and repeated, if all bidders have been invited the process will be repeated.

Supply Chain Management need to keep record and document the process that are followed. A life document needs to be updated the ensure that the rotational process is executed correctly and fairly.

The Head of Supply Chain Management is responsible for putting in place appropriate systems and controls to ensure that:

- a. Departments send their request to SCM for the panel appointment process to start;
- b. Requests from departments to include specifications and be signed off by the Group Head;
- c. work / task orders to be distributed fairly and equitably among the panel of suppliers;
- d. all RFQs relating to task orders must be formally received and
- e. task orders are placed against contracts with sufficient funds and time available for the completion of the supply / services;
- f. Price and BBBEE level of contribution to be evaluated and scored accordingly before the award is made,
- g. Approved task orders are supported by an appointment letter from the accounting officer confirming the order / commitment; and
- h. Procurement targets and objectives are being monitored and tracked.

Quotation will be evaluated on the following stages:

- Stage 1: Admin Compliance
- Stage 2: Mandatory documents
- Stage 3: Functional evaluation
- Stage 4: 80/20 or 90/10 Preference Point System

## **ANNEXURE B: TENDER PROCEDURE FOR WORK PACKAGES**

The following procedure will be used to invite Service Providers engaged in a Framework Contract with the City, to submit priced tenders for Work Packages.

### **1. Normative references**

- 1.1 Construction Industry Development Board Act, 2003 (Act 53 of 2003) as published by Government Gazette No. 21755 of 17 November 2000;
- 1.2 Construction Industry Development Regulations, 2008 as published by Government Gazette No. R8986 of 14 November 2008;
- 1.3 Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) as published by Government Gazette No. 20854 of 3 February 2000;
- 1.4 Preferential Procurement Regulations, 2017 as published by Government Gazette No. 40553 of 20 January 2017.
- 1.5 Standard for Uniformity in Construction Procurement of Board Notice 136 of 2015 in Government Gazette of 10 July 2015 and the erratum notices issued thereafter.
- 1.6 General Conditions of Contract for Construction Works (2015) as published by the South African Institution of Civil Engineering (SAICE).
- 1.7 NEC3 Framework Contracts (FC) as published the Institution of Civil Engineers (ICE).
- 1.8 NEC3 Engineering and Construction Contract (ECC) as published the Institution of Civil Engineers (ICE).
- 1.9 NEC3 Professional Services Contract as published by the Institution of Civil Engineers (ICE).
- 1.10 Standard Professional Services Contract as published by the Construction Industry Development Board (CIDB).
- 1.11 Engineering Profession Act, 2000 (Act 46 of 2000): Engineering Council of South Africa (ECSA): Guideline Services and Processes for Estimating Fees for Persons registered in terms of the Act

### **2. Definitions**

- 2.1 *Package Order* - is an instruction to carry out a *Work Package*;
- 2.2 *Time Charge Order* - is an instruction to carry out a *Work Package* based on a time charge basis;
- 2.3 *Working days* - is calendar days **excluding** weekends, official public holidays and any promulgated year end closures for the industry;
- 2.4 *Work package* - a *Work Package* is work to be carried out under a Framework Contract.

### **3. Abbreviations**

CIDB	:	Construction Industry Development Board
CM	:	City Manager
COO	:	Chief Operations Officer
DH	:	Division Head
DPW	:	Department of Public Works
ECC	:	Engineering and Construction Contract
ECSA	:	Engineering Council of South Africa
FCSP	:	Framework Contract Selection Procedure

GH	:	Group Head
ICE	:	Institution of Civil Engineers
NEC3	:	New Engineering Contract 3 (with amendments April 2013)
PSC	:	Professional Services Contract
SAICE	:	South African Institution of Civil Engineers
SCM	:	Supply Chain Management
SFU	:	Standard for Uniformity in Construction Procurement
SLA	:	Service Level Agreement
TAR	:	Tender Advertising Request

#### **4. Principles of procedure**

##### **4.1 Compile work package document for tender purposes**

- ♦ Compile a tender document in line with the CIDB and the Framework Contract's requirements;
- ♦ The tender must be subject to the latest tender conditions as contemplated in Annexure F of the SFU;
- ♦ The document should include the full scope of work or full scope of services that are required;
- ♦ The document must have a Pricing Schedule in line with the scope of work / service required;
- ♦ The Pricing Schedule for each discipline must be based on the latest gazetted publication of the respective statutory bodies.
- ♦ The Pricing Schedule for reimbursable expenses must be based on the latest publication of Rates for Reimbursable Expenses from DPW.

Available at <http://www.publicworks.gov.za/consultantguidelines.html>

- ♦ The Pricing Schedule for Contractors must be based on CoT's Standard Specifications for Civil Engineering Works or similar approved standard specifications (i.e. SABS 1200, COLTO, etc.)

##### **4.2 Complete Tender Advertising Request**

The TAR consists of the following documents:

- ♦ Memorandum to the DH: SCM describing and motivating the project. The approved budget figures must also be shown here for the specific project. The specific field of expertise and the category from which bidder should be invite needs to be specified;
- ♦ Panel request form approved by EPMU;
- ♦ Annexure A – Project detail and estimate;
- ♦ Annexure B – Copy of approved BAC report;

##### **4.3 Approval required**

The following approvals must be obtained within the TAR:

- ♦ Memorandum - Signed by requesting Departments GH
- ♦ Panel request form - Approved by requesting Departments GH  
- Approved by DH EPMU
- ♦ Annexure A - Approved by Departments GH  
- Supported by DH SCM

##### **4.4 Selection**

- ♦ Selection of Service Providers that will be invited to price the document must be done in line with the FCSP document and in conjunction with officials from the requesting Division.

- ♦ Deviating from the FCSP must be done according to the principles set out in the FCSP document with the necessary approval from SCM and the GH and COO of the Division.

#### 4.5 Invitation & Compulsory information session

A compulsory information session / site inspection should be held by the Section.

- ♦ Compile an agenda and memorandum of the information to be relayed to the invited Service Providers.
- ♦ Tender documents must be prepared for each Service Provider invited.
- ♦ Compile attendance register and document register to be signed by the attendees of the information session.
- ♦ Invite the selected Service Providers **at least 48 hours prior** to the time date and of the information sessions.
- ♦ The following must attend:
  - Representative from SCM
  - Technical staff involved with the project
  - Consulting Engineer if applicable
  - Project manager/s involved with the project
  - Invited Service Providers
- ♦ The tender documents must be issued to the invited Service Providers and should sign the document register as proof of receiving a tender document.
- ♦ Copies of the signed attendance register and document register must be forwarded to SCM.

#### 4.6 Tender Closure

- ♦ The following times shall be allowed for Service Providers to submit priced submissions:
  - Professional Engineering Consultants - Minimum 7 working days and maximum 14 working days.
  - Engineering Construction Contractors - Minimum 7 working days and maximum 21 working days.

The time allowed must take in account the size, complexity and risk of the work to be performed under the Work Package.

- ♦ The priced documents must be submitted at SCM before the designated date and time. **No late submitted documents shall be accepted.**

#### 4.7 Evaluation

- ♦ The administrative evaluation will be conducted by SCM and the duties shall be as follow:
  - Checking that all Returnable Schedules have been completed and signed;
  - Check that Form of Offer have been signed;
  - Check that Authority of Signatory is in place and that the authorized signatory has signed all documents;
  - Request any outstanding information from Service Provider;
  - Check that any alterations made are made in line with the Conditions of Tender and the Pricing Instructions;
  - Verify the technical evaluation and Preferential Points allocation.
- ♦ The technical evaluation will be conducted by a representative from the Division.
  - Check for arithmetical errors in the Pricing Schedule;
  - Correct these errors in line with the Conditions of Tender;
  - Notify Service Providers of these corrections via SCM.

#### 4.8 Report to City Manager

The SCM Division will compile the report which will be submitted to the BAC and the CM for approval.

#### 4.9 Letter of Appointment

The Office of the CM will compile the letter of appointment which must clearly show the following:

- ♦ Value of appointment and whether VAT and Contingencies are included in the amount;
- ♦ The percentage rate and amount allowed for VAT;
- ♦ The percentage rate and amount allowed for Contingencies;
- ♦ Whether the appointment is subject to Contract Price Adjustments as per the contract document;
- ♦ Time for Completion of the Works; and
- ♦ Any other requirements from SCM.

Care must be taken that the letter of appointment does not contradict the conditions contained in the contract document as this will cause problems in cases of adjudication, arbitration or litigation.

The letter of appointment will be sent to the successful tenderer with a copy to the requesting Division's Divisional Head and the official responsible for the project.



## **ANNEXURE C: PROPOSED TYPES OF PROJECTS**

### **Notes:**

1. This list is a preliminary list and the allocation of projects will not be restricted to this list only but will be in line with the scope of the contract and finer details that will be sent out with work packages.
2. Projects may also include:
  - Public transport facilities;
  - Building and sport stadium structures;
  - Transport planning;
  - Major stormwater planning;
  - Water reticulation systems and reservoirs;
  - Sewer drainage systems and outfall systems; and
  - Railway sidings.
  - Housing Projects
  - Clinics
  - Multipurpose centres
  - Libraries
  - Historic Monuments
  - Fire and Emergency stations