



**CLUSTER**  
Economic Development and Planning

**UNIT**  
Economic Development Unit

**DEPARTMENT**  
CAPITAL PROJECTS

**PROCUREMENT DOCUMENT**  
**PROFESSIONAL SERVICES**

Documents are to be obtained, free of charge, in electronic format, from the [National Treasury's eTenders website](#) or the [eThekweni Municipality's website](#).

**Contract No: 1N-25952**

**Contract Title:** INANDA HERITAGE ROUTE: CONDITIONAL ASSESSMENT & COSTS INVESTIGATIONS FOR THE PURPOSE OF CONSTRUCTION INFORMATION FOR THE VARIOUS TOURISM INFRASTRUCTURE ALONG THE HERITAGE ROUTE

**CLARIFICATION MEETING AND QUERIES**

**Clarification Meeting:** No Clarification Meeting required however queries can be directed via email to [mazande.ntshanga@durban.gov.za](mailto:mazande.ntshanga@durban.gov.za)

**Meeting Location, Date, Time:** N/A

**Queries can be addressed to:** Mazande Ntshanga: email queries should be submitted by 31 August 2023 and consolidated question and answers will be  
**The Employer's Agent's:** uploaded on 04 September 2023  
**Representative:** Tel: 031- 322 2750  
eMail: [Mazande.Ntshanga@durban.gov.za](mailto:Mazande.Ntshanga@durban.gov.za)

**TENDER SUBMISSION**

**Delivery Location:** The Tender Box in the foyer of the building  
166 KE Masinga Road, Durban

**Closing Date/ Time:** Friday, 08 September 2023 at 11h00

**FACSIMILE, eMAIL, or POSTED TENDERS WILL NOT BE ACCEPTED**

**Issued by:**

ETHEKWINI ITY

**Deputy Head: CAPITAL PROJECTS**

**Date of Issue: 30/06/2023**

Document Version: 14/03/2023

## INDEX to PROCUREMENT DOCUMENT

<b>TENDER PART</b>	<b>Part T1</b>	<b>TENDERING PROCEDURES</b>		<b>Page</b>
		<b>T1.1</b>	<b>Tender Notice and Invitation to Tender</b>	
		T1.1.1	Tender Notice and Invitation to Tender .....	<b>2</b>
		<b>T1.2</b>	<b>Tender Data</b>	
		T1.2.1	Standard Conditions of Tender .....	<b>5</b>
		T1.2.2	Tender Data ( <i>applicable to this tender</i> ) .....	<b>5</b>
		T1.2.3	Additional Conditions of Tender .....	<b>12</b>
	<b>Part T2</b>	<b>RETURNABLE DOCUMENTS</b>		<b>Page</b>
		<b>T2.1</b>	<b>List of Returnable Documents</b> .....	<b>15</b>
		<b>T2.2</b>	<b>Returnable Schedules, Forms and Certificates</b> .....	<b>16</b>

<b>CONTRACT PART</b>	<b>Part C1</b>	<b>AGREEMENT AND CONTRACT DATA</b>		<b>Page</b>
		<b>C1.1</b>	<b>Form of Offer and Acceptance</b>	
		C1.1.1	Offer .....	<b>39</b>
		C1.1.2	Acceptance .....	<b>40</b>
		C1.1.3	Schedule of Deviations .....	<b>41</b>
		<b>C1.2</b>	<b>Contract Data</b>	
		C1.2.1	Standard Conditions of Contract .....	<b>42</b>
		C1.2.2	Contract Data .....	<b>42</b>
		C1.2.3	Additional Conditions of Contract .....	<b>45</b>
	<b>Part C2</b>	<b>PRICING DATA</b>		<b>Page</b>
		<b>C2.1</b>	<b>Pricing Assumptions / Instructions</b> .....	<b>47</b>
		<b>C2.2</b>	<b>Pricing Schedule</b> (separate page numbering system) .....	<b>48</b>
	<b>Part C3</b>	<b>SCOPE OF WORK</b>		<b>Page</b>
		<b>C3.1</b>	<b>Background</b> .....	<b>52</b>
		<b>C3.2</b>	<b>Employer's Requirements</b> .....	<b>54</b>
		<b>C3.3</b>	<b>Annexures</b> .....	<b>60</b>
		C3.3.1	Standard Conditions of Tender .....	<b>61</b>
		C3.3.2	Standard Professional Services Contract .....	<b>62</b>

## **PART T1: TENDERING PROCEDURES**

### **T1.1.1: TENDER NOTICE AND INVITATION TO TENDER**

Tenders are hereby invited for Professional Services to:

The purpose of this document is to solicit a lead-built environment practitioner that will be tasked with the responsibility of conducting conditional assessments of immovable assets along the Inanda Heritage Route. This service provider will provide technical support and professional advisory services for the manufacturing of construction information and contract procurement information of heritage buildings for a period of 14 months. Furthermore, document all changes made to heritage buildings earmarked for refurbishment both buildings and movable tourism assets and access roads into the various tourism sites associated with both Gandhi and Ohlange of Ward 56, Inanda. The built environment practitioner (BEP) will be required to adhere to all statutory obligations associated with the refurbishment of the infrastructure.

Adherence to the heritage declaration guidelines and policies to be complied fully and thereafter record any proposed development that triggers an activity requiring further additional provincial heritage resource agency approval. Comply to universal access requirements, compliance and including all deficiencies in lieu of usage, functionality, accessibility, disability non-compliance, energy deficiencies, compliance to Occupational Health & Safety for operational requirements to the South African laws and by-laws. All the work necessary to enable eThekweni to comply with legislative requirements relating to the suitability, operating performance, performance standard, accessibility, functional performance, facility condition and condition rating for full functionality of the assets, including, but not limited to the following:

Undertake to produce a Condition Assessment (CA) process in accordance with the requirement of the Government Immovable Asset Management Act No 19 of 2007 (and amendments), the National and Provincial Heritage regulations and identifying the relevant Provincial heritage resource agency process required, ensuring compliance to the relevant authorities, undertaking of assessment of the significant deterioration impacts to restore the buildings to suitable occupancy for their intended purposes. In instances where an asset has been damaged and depreciated note extent of occupational health and safety hazard, service provider is to disclose findings and make the necessary recommendations per building unit.

- ✓ Prepare Conditional Assessments & indicate period over which an asset is expected to be economically usable by one or more users explicitly outlining the replacement costs and reproduction costs in a format that is prescribed by the project manager.
- ✓ Identification for assessment and management of all heritage assets in the identified sites, heritage assessment grading and criteria categorised in account of material, cultural heritage value and proposed alterations that will contribute to social and economic development.
- ✓ Adherence to heritage authorisations on all associated activities required for alterations from the provincial heritage resource authority.
- ✓ Prepare and submit a report in terms of the heritage assessment criteria prescribed under Section 6(1) and (2) of the National-Heritage-Resources Act to a SAHRA approved provincial heritage resource agency of the proposed maintenance of assets at least 90 days prior to taking any action.
- ✓ Maintain detailed record of such permitted activities in accordance with such set permit as may be required by the SAHRA approved provincial heritage resource agency.
- ✓ Compile an asset register of all declared movable heritage objects, public monuments and memorials all listed by type along with the curator for the purpose of proper protection namely:
  - Visual art objects
  - Objects of cultural and historical significance
  - Objects of scientific and technological significance
  - Books, records, documents; photographic positives and negatives and graphic materials
  - Any other category of heritage object not explained above.
- ✓ Developing; Testing; Fabrication of construction information developed as per suitable scope derived from the respective conditional assessment issued order categorised as either capital projects, preventative maintenance or planned maintenance in digital form submitted to Ethekeeni Municipality in a prescribed format.

#### **Tasks:**

- Tasks associated with the preparation of the Conditional Assessments (2017) promulgated under Government Immovable Asset Management Act No 19 of 2007 (and amendments), the service provider must follow the following scoping and not limited to:
  - Property identification information
  - Locality of property
  - Description of property
  - Management responsibility
  - Record of fixed assets/non-fixed assets in an asset register of heritage objects
  - Tasks associated with the conditional assessment process will be undertaken to cover the architectural, civil, and structural, mechanical, electrical, functionality; universal accessibility and safety components of each facility per building unit assessed and:
    - Replacement Costs & Reproduction costs

Task Order: Option A

- Manufacture; Fabrication and Construction Information.
- Proposed maintenance infrastructure development plan.
- Phase a tender document in line with the applicable procurement document template for the implementation of the capital infrastructure development plan.

Subject	Description	Tender Data Ref.
<b>Employer</b>	The Employer is the eThekwini municipality as represented by: Deputy Head: <b>CAPITAL PROJECTS</b>	F.1.1.1
<b>Tender Documents</b>	Documents can only be obtained in electronic format, issued by the eThekwini Municipality. Documentation can be downloaded from the <b>National Treasury's eTenders website</b> or the <b>eThekwini Municipality's Website</b> . The <u>entire document</u> should be printed (on A4 paper) and suitably bound by the tenderer.	F.1.2
<b>Clarification Meeting</b>	<b>N/A</b>	F.2.7
<b>Seek Clarification</b>	Queries relating to these documents are to be addressed to the Employer's Agent's Representative whose contact details are: <b>Mazande Ntshanga: email queries should be submitted by 31 August 2023 and consolidated question and answers will be uploaded on 04 September 2023</b> <b>Tel: 031- 322 2750</b> <b>eMail: Mazande.Ntshanga@durban.gov.za</b>	F.2.8
<b>Submitting a Tender Offer</b>	Tender offers shall be delivered to: <b>The Tender Box in the foyer of the building</b> <b>166 KE Masinga Road, Durban</b>	F.2.13
<b>Closing Time</b>	Tender offers shall be delivered on or before <b>Friday, 08 September 2023</b> at or before <b>11h00</b> .	F.2.15
<b>Evaluation of Tender Offers</b>	<b>The 80/20</b> Price Preference Point System, as specified in the PPPFA Regulations 2022 will be applied in the evaluation of tenders. Refer to Clause F.3.11 of the Tender Data for the <b>Specific Goal(S)</b> for the awarding of Preference Points, and other related evaluation requirements.	F.3.11
Requirements for sealing, addressing, delivery, opening and assessment of tenders are further stated in the Tender Data		

## **PART T1: TENDERING PROCEDURES**

### **T1.2: TENDER DATA**

#### **T1.2.1 STANDARD CONDITIONS OF TENDER**

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement (August 2015) as published in Government Gazette No 38960, Board Notice 136 of 2015 of 10 August 2015.

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

#### **T1.2.2 TENDER DATA**

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

### **F.1: GENERAL**

**F.1.1 The employer:** The Employer for this Contract is the eThekweni ity as represented by:  
Deputy Head: **CAPITAL PROJECTS**

**F.1.2 Tender documents:** The Tender Documents issued by the Employer comprise:

- 1) This procurement document.
- 2) The “Standard Professional Services Contract – 3<sup>rd</sup> Edition August 2009” published by the Construction Industry Development Board (CIDB). This document is obtainable separately, and Tenderers shall obtain their own copies.
- 3) In addition, Tenderers are advised, in their own interest, to obtain their own copies of the following acts, regulations, and standards referred to in this document as they are essential for the Tenderer to get acquainted with the basics of construction management, the implementation of preferential construction procurement policies, and the participation of targeted enterprise and labour.
  - The Employer’s current (as at advertising date) Supply Chain Management Policy.
  - The Preferential Procurement Policy Framework Act No 5 of 2000, and the Preferential Procurement Policy Framework Act Regulations (2022).
  - The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations (2014).
  - The Construction Industry Development Board Standard for Uniformity in Construction Procurement (August 2015).
  - Any other eThekweni Policy documents referenced in the Tender Documents.

Electronically downloaded documentation is obtainable from the National Treasury’s **eTenders Website** or the **eThekweni ity’s Website** at URLs:

- <https://www.etenders.gov.za/>
- <https://www.durban.gov.za/pages/business/procurement>

The entire downloaded document should be printed on white A4 paper (single-sided) and suitably bound by the tenderer.

**F.1.4 Communication and employer’s agent:** The Employer’s Agent’s Representative is:

**Mazande Ntshanga: email queries should be submitted by 31 August 2023 and consolidated question and answers will be uploaded on 04 September 2023**

**Tel: 031- 322 2750**

**eMail: Mazande.Ntshanga@durban.gov.za**

The Tenderer's contact details, as indicated in the Contract Data: Clause C1.2.2.2 "Data to Be Provided by Contractor", shall be deemed as the only valid contact details for the Tenderer for use in communications between the Employer's Agent and the Tenderer.

## **F.2: TENDERER'S OBLIGATIONS**

### **F.2.1 Eligibility: General**

A Tenderer will not be eligible to submit a tender if:

- (a) the Tenderer submitting the tender is under restrictions or has principles who are under restriction to participate in the Employer's procurement due to corrupt or fraudulent practices.
- (b) the Tenderer does not have the legal capacity to enter into the contract.
- (c) the Tenderer does not comply with the legal requirements as stated in the Employer's current SCM Policy.
- (d) the Tenderer cannot provide proof that he is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in the contract.
- (e) In the event of a Compulsory Clarification Meeting:
  - i) the Tenderer fails to attend the Compulsory Clarification Meeting.
  - ii) the Tenderer fails to have form "Certificate of Attendance at Clarification Meeting / Site Inspection" (in T2.2) signed by the Employer's Agent or his representative.
- (f) in the case of JV submissions, two or more JV entities have common directors / shareholders or common entities tendering for the same works.
- (g) at the time of closing of tenders, the Tenderer is not registered on the **National Treasury Central Supplier Database (CSD)** as a service provider. In the case of a Joint Venture, this requirement will apply individually to each party in the Joint Venture.
- (h) The tender fails to complete and sign the **Declaration of Fees** in T2.2: "Returnable Documents" and submits the required documentation. Reference is to be made to Returnable Document T2.2.12.

SCM Policy (Cl.14(4)) requires suppliers/ service providers/ contractors to be registered on the **eThekwini City Central Supplier Database**.

In the event of the Tenderer not being registered on the eThekwini City's Central Supplier Database, the tenderer must register on the internet at [www.durban.gov.za](http://www.durban.gov.za) by following these links:

- Business
- Supply Chain Management (SCM)
- Accredited Supplier and Contractor's Database.

The following are to be noted regarding registration on the **eThekwini Municipality Central Supplier Database**:

- (a) The information for registration as in the possession of the eThekwini Municipality will apply.
- (b) It is the Tenderer's responsibility to ensure that the details as submitted to the Municipality are correct.
- (c) Tenderers are to register prior to the submission of tenders.

**F.2.2.2 The cost of the tender documents:** Replace this paragraph with the following:

"Documents are to be obtained, free of charge, in electronic format, from the **National Treasury's eTenders website** or the **eThekwini Municipality's Website**. The entire electronically downloaded document should be printed on white A4 paper (single-sided) and suitably bound by the tenderer.

**F.2.6 Acknowledge addenda:** Add the following paragraphs to the clause:

"Addenda will be published, in electronic format, on the websites specified in F.1.2. Tenderers are to ensure that the eTenders website is consulted for any published addenda pertaining to this tender up to three days before the tender closing time as stated in the Tender Data."

"Acknowledgement of receipt of the addenda will be by the return of the relevant completed, dated, and signed portion of the addenda, to the physical or email address as specified on the addenda. Failure of the tenderer to comply with the requirements of the addenda may result in the tender submission being made non-responsive."

**F.2.7 Clarification meeting:**

N/A

In the event of a Compulsory Clarification Meeting, Tenderers must sign the attendance register in the name of the tendering entity. The Tenderer's representative(s) at the clarification meeting must be able to clearly convey the discussions at the meeting to the person(s) responsible for compiling the entity's tender offer.

**F.2.12 Alternative tender offers:** No alternative tender offers will be considered.

**F.2.13 Submitting a tender offer:** Submissions must be submitted on official submission documentation issued (in electronic format) by the eThekwini Municipality. The entire downloaded document should be printed on white A4 paper (single-sided) and suitably bound by the tenderer.

Identification details to be shown on each tender offer Phase are:

- Contract No. : **1N-25952**
- Contract Title : **INANDA HERITAGE ROUTE: CONDITIONAL ASSESSMENT & COSTS INVESTIGATIONS FOR THE PURPOSE OF CONSTRUCTION INFORMATION FOR THE VARIOUS TOURISM INFRASTRUCTURE ALONG THE HERITAGE ROUTE**

The Employer's address for delivery of tender offers is:

**The Tender Box in the foyer of the building  
166 KE Masinga Road, Durban**

Parts of each tender offer communicated on paper shall be submitted as an original, plus 1 copy.

Tenderers are to include, with their paper ("hard copy") submission, a memory-stick containing an electronically scanned (300 dpi resolution) Public Document Format (PDF) copy of their complete bid submission. This PDF file should be named using the contract number and the Tenderer's name, eg. **"1N-25952 – INANDA HERITAGE ROUTE: CONDITIONAL ASSESSMENT & COSTS INVESTIGATIONS FOR THE PURPOSE OF CONSTRUCTION INFORMATION FOR THE VARIOUS TOURISM INFRASTRUCTURE ALONG THE HERITAGE ROUTE"**. The memory-stick must be labelled with the Tenderer's name and securely fixed to the paper submission.



Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.

**F.2.15 Closing time:** The closing time for delivery of tender offers is:

- Date : **Friday, 08 September 2023**
- Time : **11h00**

**F.2.16 Tender offer validity:** The Tender Offer validity period is **120 Days** from the closing date for submission of tenders.

**F.2.23 Certificates:** Refer to T2.1 for a listing of certificates that must be provided with the tender. All certificates must be valid at the time of tender closing.

**Tenderers are to include, at the back of their tender submission document, a printout of the required documents/ certificates.**

The **Form of Offer** (C1.1.1), Data to be provided by the Contractor (C1.2.2.2), and the **Bill of Quantities** (C2.2) are also required to be **completed in full.**

#### **Tax Clearance**

Refer also to returnable form in T2.2.3: "Tax Compliance Status PIN/ Tax Clearance Certificate".

SARS has introduced a new Tax Compliance Status System. Tenderers must submit a **Tax Compliance Status PIN** (TCS PIN) instead of an original Tax Clearance Certificate. This TCS PIN can be used by third parties to certify the taxpayer's real-time compliance status. This TCS PIN is to be entered on Returnable Document T2.2.1: "Compulsory Enterprise Questionnaire". Separate Tax Clearance Certificates / TCS PINs are required for each entity in a Joint Venture.

**Failure to comply will make the tender non-responsive.**

#### **Central Supplier Database (CSD)**

Refer also to returnable form in T2.2.12: "Eligibility: CSD Registration Report".

The entities (full) **CSD Registration Report**, obtained from the National Treasury Central Supplier Database, is to be included in the tender submission ( <https://secure.csd.gov.za> ).

Separate CSD Registration Reports are required for each entity in a Joint Venture.

### **F.3: THE EMPLOYER'S UNDERTAKINGS**

**F.3.1.1 Respond to requests from the tenderer:** Replace the words "" with "three working days".

**F.3.2 Issue addenda:** Add the following paragraph: "Addenda will be published, in electronic format, on the same platform(s) as the Tender Notification (refer to F.1.2).

**F.3.4 Opening of Tender Submissions:** Tenders will be opened immediately after the closing time for tenders. The public reading of tenders will take place in the SCM Boardroom, 6<sup>th</sup> Floor, Engineering Unit Building, 166 KE Masinga Road, Durban.

### F.3.11 Evaluation of Tender Offers:

#### Eligibility

Tenders will be checked for compliance with the ELIGIBILITY requirements, as specified in Clause F.2.1. Tenderers not in compliance will be deemed non-responsive.

#### Functionality

FUNCTIONALITY will be evaluated to determine the responsiveness of tenders received. The minimum score for FUNCTIONALITY is **70 points**. Those tenders not achieving the minimum score will be deemed non-responsive.

The functionality Criteria, Sub-Criteria, Points per Criteria/ Sub-Criteria, Returnable Documentation and Schedules, Method of Evaluation, and Prompts for Judgement are as specified in T1.2.3: "Additional Conditions of Tender".

#### Preference Point System

The financial offer will be reduced to a comparative basis using the **Tender Assessment Schedule**.

The procedure for the evaluation of responsive tenders is **PRICE AND PREFERENCE** in accordance with the Employer's current SCM Policy, the Preferential Procurement Policy Framework Act (5 of 2000), and the Preferential Procurement Policy Framework Act Regulations (2022).

#### Price Points

The **80/20** preference points system will be applied. The Formula used to calculate the **Price Points (max. 80)** will be according to that specified Regulation 4.1.

#### Preference Points

Refer to T2.2.6: "MBD 6.1: Preference Points Claim".

The Preference Points (either 20 or 10) will be derived from points allocated/ claimed for **Specific Goals** as indicated in the table(s) below, according to the specified **Goal/ Category Weightings**.

Ownership Categories	Criteria	80/20
<b>Race: Black (w1)</b>	Equals 0%	0
	Between 0% and 51%	1.5
	Greater or equal to 51% and less than 100%	3.5
	Equals 100%	5
<b>Gender: Female (w2)</b>	Equals 0%	0
	Between 0% and 51%	1.5
	Greater or equal to 51% and less than 100%	3.5
	Equals 100%	5
<b>Maximum Goal Points:</b>		10

Location	80/20
Not in South Africa	0
South Africa	01
Kwa Zulu Natal	03
eThekweni Municipality	05
Maximum Goal Points:	05

Contract Participation Goal	80/20
Sub-contracting 0%	1
Sub-contracting <25%	2
Sub-contracting 25%	3.5
Sub-contracting ≥25% and <50%	5
Maximum Goal Points:	05

### **Targeted Procurement**

Targeted Procurement requirements are specified in the “**Additional Conditions of Tender**” in T1.2.3.4.

**F.3.13 Acceptance of tender offer:** In addition to the requirements of Clause F.3.13 of the Standard Conditions of Tender, tender offers will only be accepted if:

- (a) The tenderer submits a **valid Tax Clearance Certificate OR Tax Compliance Status PIN**, issued by the TCS System of the South African Revenue Services, or has made arrangements to meet outstanding tax obligations.
- (b) The tenderer or any of its directors/shareholders 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.
- (c) The tenderer has not:
  - Abused the Employer’s Supply Chain Management System; or
  - Failed to perform on any previous contract and has been given a written notice to this effect.
- (d) 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.

The ity does not bind itself to accept the lowest or any tender. It reserves the right to accept the whole or any part of a tender to place orders. Bidders shall not bind the ity to any minimum quantity per order. The successful Tenderer (s) shall be bound to provide any quantities stipulated in the specification.

**F.3.17 Copies of contract:** The number of **paper copies** of the signed contract to be provided by the Employer is **ONE (1)**.

Tenderers are to include, with their paper (“hard copy”) submission, a memory-stick containing an electronically scanned (300 dpi resolution) Public Document Format (PDF) copy of their complete bid submission. This PDF file should be named using the contract number and the Tenderer’s name, eg. “**1N-25385 – Tenderers Name.PDF**”. The memory-stick must be labelled with the Tenderer’s name and securely fixed to the paper submission.



### **T1.2.3 ADDITIONAL CONDITIONS OF TENDER**

#### **T1.2.3.1 Appeals**

In terms of Regulation 49 of the Supply Chain Management Regulations persons aggrieved by decisions or actions taken by the city, may lodge an appeal within 14 days of the decision or action, in writing to the city. All appeals (clearly setting out the reasons for the appeal) and queries with regard to the decision of award are to be directed to:

The City Manager  
Attention Ms S. Pillay eMail: Simone.Pillay@durban.gov.za  
P O Box 1394  
DURBAN, 4000

#### **T1.2.3.2 Prohibition on awards to persons in the service of the state**

Clause 44 of the Supply Chain Management Regulations states that the Municipality or Entity may not make any award to a person:

- (a) Who is in the service of the State;
- (b) If that person is not a natural person, of which a director, manager, principal shareholder or stakeholder is a person in the service of the state; or
- (c) Who is an advisor or consultant contracted with the Municipality or an entity.

Should a contract be awarded, and it is subsequently established that Clause 44 has been breached, the Employer shall have the right to terminate the contract with immediate effect.

#### **T1.2.3.3 Code of Conduct and Local Labour**

The Tenderers shall make themselves familiar with the requirements of the following policies that are available on web address: <ftp://ftp.durban.gov.za/cesu/StdContractDocs/>:

- Code of Conduct;
- The Use of CLOs and Local Labour.

#### **T1.2.3.4 Targeted Procurement**

Targeted Procurement provisions are not applicable to this tender.

#### **T1.2.3.5 Functionality Specification**

Functionality Evaluation is applicable to this tender.

- The minimum number of evaluation points for Functionality is **70**
- The Functionality criteria and maximum score in respect of each of the criteria are as follows:

Functionality criteria	Subcriteria	Points	Evaluation Schedule(s)
Expertise and experience of Tenderer	Experience and expertise of service provider and team in executing work of similar nature and scale (last 10 years).	40	
Experience of Key Resources in executing work of similar nature (last 10 years)	Principal Architectural Heritage Practitioner (Pr.Architect/Technologist)	10	
	Quantity Surveyor (Life-cycle planning)	10	
	Civil/Structural Engineer	10	
	Supplementary Services (Woodborer Specialist; Signage; Interior Design; Electrical)	10	

Methodology	As a minimum, the methodology including programme should include: <ul style="list-style-type: none"> <li>Conditional assessment (CA) Process tasks and durations (4)</li> <li>Construction Information Process tasks and durations (8)</li> <li>Specialist Tasks and durations e.g., Wayfinding Signage (2)</li> <li>Consent Application/Heritage asset register formulation tasks and duration. (4)</li> <li>Persons to be involved in each process above and involvement level. (2)</li> </ul>	20	
<b>Maximum possible score for Functionality (M<sub>s</sub>)</b>		100	

- Each evaluation criteria will be assessed in terms of five indicators – no response, poor, satisfactory, good and very good. Scores of **0, 40, 70, 90 or 100** will be allocated to no response, poor, satisfactory, good and very good, respectively.
- The prompts for judgment and the associated scores used in the evaluation of Functionality shall be as follows:

Level	Score	Prompt for judgement
0	0	Failed to address the question / issue
1	40	Less than acceptable – response / answer / solution lacks convincing evidence of skill / experience sought or medium risk that relevant skills will not be available.
2	70	Acceptable response / answer / solution to the particular aspect of the requirements and evidence given of skill / experience sought
3	90	Above acceptable – response / answer / solution demonstrating real understanding of requirements and evidence of ability to meet it.
4	100	Excellent – response / answer / solution gives real confidence that the tenderer will add real value.

Level	pts	Criterion: Expertise and experience of Tenderer
0	0	No Submission or Submission of no substance / irrelevant information provided
1	40	To have successfully completed 1 to 3 <u>projects</u> of a similar nature within the past 10 years.
2	70	To have successfully completed 4 to 7 <u>projects</u> of a similar nature within the past 10 years.
3	90	To have successfully completed 8 to 10 <u>projects</u> of a similar nature within the past 10 years.
4	100	To have successfully completed 11+ <u>projects</u> of a similar nature within the past 10 years.

Experience of Key Resources in executing work of similar nature (last 10 years)								
Job Title	Minimum Qualification Required *Ref. Note 2	Professional Registration Required	Number of Years' POST REGISTRATION Relevant Experience on projects of a similar nature					Total Points
			Level 0 0 pts	Level 1 40 pts	Level 2 70 pts	Level 3 90 pts	Level 4 100 pts	
<b>Principal Architectural Heritage Practitioner</b>	BSc. Architecture or B-Tech Architectural Technologist	Pr. Architect or Pr. Architectural Technologist/ Technician or related accreditation	No Submission	≤ 3	> 3 ≤ 7	> 7 ≤ 10	> 10	10
<b>Quantity Surveyor (Value Engineering)</b>	BSc Quantity Surveying/Building, or BTech Degree/Diploma Quantity Surveying	PrQS or related accreditation with SACQSP	No Submission	≤ 3	> 3 ≤ 7	> 7 ≤ 10	> 10	10
<b>Civil/Structural Engineer</b>	NDip (Civil) or BSc Eng or BEng	Pr. Eng. or Pr Tech Eng	No Submission	≤ 3	> 3 ≤ 7	> 7 ≤ 10	> 10	10

	(Degree/Diploma)	or related accreditation						
<b>Supplementary Services (Woodborer Specialist; Signage; Interior Design; Electrical)</b>	Degree or Diploma	N/A (Tabulated expertise and experience at least 3+yrs experience)	No Submission	≤ 3	> 3 ≤ 7	> 7 ≤ 10	> 10	05
<p><b>Note 1:</b> "experience" implies experience on projects of a similar nature with respect to the scope per key resource.</p> <p><b>Note 2:</b> "accredited degree / diploma" implies a minimum 3 yr qualification recognised within the built environment from a registered University or Institute of Technology and accompanied by copy of a valid professional registration.</p>								

Level	Pts	Criterion: Approach / Methodology
0	0	No response/ no documents submitted
1	40	The technical approach and / or methodology is poor / is unlikely to satisfy project objectives or requirements. The tenderer has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project. The programme is poor and has missed critical aspects
2	70	The approach is tailored to address the specific project objectives and methodology. The approach does adequately deal with the critical characteristics of the project.  The project plan and manner in which risk is to be managed etc is tailored to the key aspects of the programme.  The programme is adequate.
3	90	The approach is tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution.  The project plan and approach to managing risk etc is tailored to the critical characteristics of the project.  The programme is good and has allowed for all critical aspects
4	100	Besides meeting the "good" rating, the important issues are approached in an innovative and efficient way, indicating that the tenderer has outstanding knowledge of state-of-the- art approaches.  The programme is well thought out and makes allowance for all the key risk areas.  The approach paper details ways to improve the project outcomes and the quality of the outputs

## **PART T2: RETURNABLE DOCUMENTS**

### **T2.1 LIST OF RETURNABLE DOCUMENTS**

#### **T2.1.1 General**

The Tender Submission Documentation must be submitted in its entirety. All forms must be properly completed as required.

The Tenderer is required to complete each and every Schedule and Form listed below to the best of their ability as the evaluation of tenders and the eventual contract will be based on the information provided by the Tenderer. Failure of a Tenderer to complete the Schedules and Forms to the satisfaction of the Employer will inevitably prejudice the tender and may lead to rejection on the grounds that the tender is non-responsive.

#### **T2.1.2 Returnable Schedules, Forms and Certificates**

##### **Entity Specific**

T2.2.1	Compulsory Enterprise Questionnaire	17
T2.2.2	Certificate of Attendance at Clarification Meeting	19
T2.2.3	Tax Compliance Status PIN / Tax Clearance Certificate	20
T2.2.4	MBD 4: Declaration of Interest	21
T2.2.5	MBD 5: Declaration for Procurement Above R10 Million	23
T2.2.6	MBD 6.1: Preference Points Claim Form ITO the Preferential Regulations	24
T2.2.7	MBD 8: Declaration of Bidder's Past SCM Practices	24
T2.2.8	MBD 9: Certificate of Independent Bid Determination	29
T2.2.9	Joint Venture Agreements (if applicable)	32
T2.2.10	Record of Addenda to Tender Documents (if applicable)	33
T2.2.11	Declaration of Fees	34
T2.2.12	CSD Registration Report	35

##### **Technical or Functionality Evaluation**

T2.2.13	Experience of Tenderer	36
T2.2.14	Proposed Organisation and Staffing	<b>Error! No</b>
T2.2.15	Personnel Schedule	37
T2.2.16	Experience of Key Personnel	37
T2.2.17	Approach Paper / Methodology / Programme	38



## **T2.2     RETURNABLE SCHEDULES, FORMS, AND CERTIFICATES**

The returnable schedules, forms, and certificates, as listed in T2.1.2, can be found on pages [17](#) to [33](#).

### **NOTE**

The **Form of Offer** (C1.1.1), The **Data to be Provided by Contractor** (C1.2.2.2), and the **Bill of Quantities** (C2.2) are also required to be completed by the tenderer.

## T2.2.1 COMPULSORY ENTERPRISE QUESTIONNAIRE

Ref	Description	Complete or Circle Applicable
1.1	Name of enterprise	
1.2	Name of enterprise's representative	
1.3	ID Number of enterprise's representative	
1.4	Position enterprise's representative occupies in the enterprise	
1.5	National Treasury Central Supplier Database Registration number	<b>MAAA</b>
1.6	eThekwini Supplier Database: Reference number (PR), if any:	<b>PR</b>
1.7	VAT registration number, if any:	
<b>2.0 Particulars of sole proprietors and partners in partnerships (attach separate pages if more than 4 partners)</b>		
	<b>Full Name</b>	<b>Identity No.</b>
		<b>Personal income tax No. *</b>
2.1		
2.2		
2.3		
2.4		
<b>3.0 Particulars of companies and close corporations</b>		
3.1	Company registration number, if applicable:	
3.2	Close corporation number, if applicable:	
3.3	Tax Reference number, if any:	
3.4	South African Revenue Service: Tax Compliance Status PIN:	

**4.0 Record in the service of the state** (Insert on a separate page if necessary)

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 14 months in the service of any of the following:

- |   |  |
|---|--|
| <input type="checkbox"/> a member of any council  | <input type="checkbox"/> a member of any provincial legislature  |
| <input type="checkbox"/> an official of any ity or entity   | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the board of directors of any entity   | <input type="checkbox"/> a member of the National Assembly or the National Council of Province           |
| <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) | <input type="checkbox"/> an employee of Parliament or a provincial legislature                           |

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 mths

**5.0 Record of spouses, children and parents in the service of the state** (Insert on a separate page if necessary)

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 14 months in the service of any of the following:

- |   |  |
|---|--|
| <input type="checkbox"/> a member of any council  | <input type="checkbox"/> a member of any provincial legislature  |
| <input type="checkbox"/> an official of any ity or entity   | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the board of directors of any entity   | <input type="checkbox"/> a member of the National Assembly or the National Council of Province           |
| <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) | <input type="checkbox"/> an employee of Parliament or a provincial legislature                           |

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 mths

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

- authorizes the Employer to verify the tenderers tax clearance status from the South African Revenue Services that it is in order.
- 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.
- 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.
- 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.
- confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

**NAME (Block Capitals):**

**Date**

**SIGNATURE:**

## **T2.2.2 CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING / SITE INSPECTION**

Reference is to be made to Clauses F.2.1(c) and F.2.7 of the Tender Data.

This is to certify that:

(tenderer name):

of (address):

was represented by the person(s) named below at the Clarification Meeting held for all tenderers, the details of which are stated in the Tender Data (F.2.7).

I / We acknowledge that the purpose of the meeting was to acquaint myself / ourselves with the site of the works and / or matters incidental to doing the work specified in the tender documents in order for me / us to take account of everything necessary when compiling our rates and prices included in the tender.

### **Particulars of person(s) attending the meeting:**

Name: .....

Name: .....

Signature: .....

Signature: .....

Capacity: .....

Capacity: .....

**Attendance of the above person(s) at the meeting is confirmed by the Employer's Agent's Representative, namely:**

Name: .....

Signature: .....

Date: .....

## **T2.2.3 TAX COMPLIANCE STATUS PIN / TAX CLEARANCE CERTIFICATE**

Reference is to be made to Clauses F.2.23 and F.3.13(a) of the Tender Data.

SARS has introduced a new Tax Compliance Status System. Tenderers can submit a Tax Compliance Status PIN (TCS PIN) instead of an original Tax Clearance Certificate. This TCS PIN can be used by third parties to certify the taxpayer's real-time compliance status.

Separate Tax Clearance Certificates / TCS PINs are required for each entity in a Joint Venture.

The TCS PIN(s) are to be entered under item 3.4 on form **T2.1.2.1: Compulsory Enterprise Questionnaire**.

**Tenderers are to include, at the back of their tender submission document, a printout of their Tax Compliance Status PIN (TCS PIN) OR an original Tax Clearance Certificate.**

**Failure to include the required document will make the tender submission non-responsive.**

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, **and that the requested documentation has been included in the tender submission.***

**NAME (Block Capitals):**

**Date**

**SIGNATURE:**

## T2.2.4 MBD 4: DECLARATION OF INTEREST

MSCM Regulations: “**in the service of the state**” means to be:

- (a) a member of:
  - (i) any council.
  - (ii) any provincial legislature.
  - (iii) the national Assembly or the national Council of provinces.
- (b) a member of the board of directors of any enterprise.
- (c) an official of any city or enterprise.
- (d) an employee of any national or provincial department, national or provincial public enterprise 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 enterprise.
- (f) an employee of Parliament or a provincial legislature.

“**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.

- 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 and/or take an oath declaring his/her interest.
- 3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1 Name of enterprise

Complete T2.1.2.1 Item 1.1

Name of enterprise’s representative

Complete T2.1.2.1 Item 1.2

3.2 ID Number of enterprise’s representative

Complete T2.1.2.1 Item 1.3

3.3 Position enterprise’s representative occupies in the enterprise

Complete T2.1.2.1 Item 1.4

3.4 Company Registration number

Complete T2.1.2.1 Item 3.1 or 3.2

3.5 Tax Reference number

Complete T2.1.2.1 Item 3.3

3.6 VAT registration number

Complete T2.1.2.1 Item 1.7

3.7 The names of all directors / trustees / shareholders / members / sole proprietors / partners in partnerships, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below. In the case of a joint venture, information in respect of each partnering enterprise must be completed and submitted.

Circle Applicable

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: .....

.....

<p>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?</p> <p>If yes, furnish particulars: .....</p> <p>.....</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;">YES</td> <td style="width: 50%; padding: 5px;">NO</td> </tr> </table>	YES	NO
YES	NO		
<p>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?</p> <p>If yes, furnish particulars: .....</p> <p>.....</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;">YES</td> <td style="width: 50%; padding: 5px;">NO</td> </tr> </table>	YES	NO
YES	NO		
<p>3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?</p> <p>If yes, furnish particulars: .....</p> <p>.....</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;">YES</td> <td style="width: 50%; padding: 5px;">NO</td> </tr> </table>	YES	NO
YES	NO		
<p>3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?</p> <p>If yes, furnish particulars: .....</p> <p>.....</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;">YES</td> <td style="width: 50%; padding: 5px;">NO</td> </tr> </table>	YES	NO
YES	NO		
<p>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 ?</p> <p>If yes, furnish particulars: .....</p> <p>.....</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;">YES</td> <td style="width: 50%; padding: 5px;">NO</td> </tr> </table>	YES	NO
YES	NO		

4 The names of all directors / trustees / shareholders / members / sole proprietors / partners in partnerships, their individual identity numbers and state employee numbers must be indicated below. In the case of a joint venture, information in respect of each partnering enterprise must be completed and submitted

Full Name	Identity No.	State Employee No.	Personal income tax No.
Use additional pages if necessary			

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct.*

**NAME (Block Capitals):** .....

**Date**

**SIGNATURE:** .....

**T2.2.5 MBD 5: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION**  
**(ALL APPLICABLE TAXES INCLUDED)**

For all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire.

Circle Applicable	
YES	NO
1.0 Are you by law required to prepare annual financial statements for auditing?	
1.1 <b>If YES, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.</b>	
2.0 Do you have any outstanding undisputed commitments for services towards any ity for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?	
2.1 If NO, this serves to certify that the bidder has no undisputed commitments for services towards any ity for more than three months or other service provider in respect of which payment is overdue for more than 30 days.	
2.2 If YES, provide particulars. ..... .....	
3.0 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?	
3.1 If YES, provide particulars. ..... .....	
4.0 Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the ity / entity is expected to be transferred out of the Republic?	
4.1 If YES, provide particulars. ..... .....	

**If required by 1.1 above, tenderers are to include, at the back of their tender submission document, a printout of their audited annual financial statements.**

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, and, if required, that the requested documentation has been included in the tender submission.*

**NAME (Block Capitals):**

**Date**

**SIGNATURE:**



**T2.2.6 MBD 6.1: PREFERENCE POINTS CLAIM**  
**In terms of THE PREFERENTIAL PROCUREMENT REGULATIONS (2022)**

**Reference is to be made to Clause F.3.11 of the Tender Data.**

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

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

**1.0 GENERAL CONDITIONS**

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

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

1.2 The applicable preference point system for this tender is the 80/20 preference point system.

1.2 The applicable preference point system for this tender is the 90/10 preference point system.

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

1.3 Preference Points for this tender shall be awarded for:

- **Price and Specific Goals:** Either 80 or 90 (price) and 20 or 10 (specific goals), in terms of 1.2 above.
- The total Preference Points, for Price and Specific Goals, is 100.

1.4 Failure on the part of the tenderer to submit the required proof or documentation, in terms of the requirements in the Conditions of Tender for claiming specific goal preference points, will be interpreted that preference points for specific goals are not claimed.

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

**2.0 DEFINITIONS**

2.1 **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation.

2.2 **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts.

2.3 **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes.

2.4 **“tender for income-generating contracts”** means a written offer in the form determined by ity in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the city and a third party that produces revenue for the ity, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions.

2.5 **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

### 3.0 FORMULA FOR CALCULATION OF PREFERENCE PRICE POINTS

#### 3.1 PROCUREMENT OF GOODS AND SERVICES

**POINTS AWARDED FOR PRICE:** A maximum of 80 or 90 points is allocated for price on the following basis:

**80 / 20 Points System**

**OR**

**90 / 10 Points System**

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

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

Where:

P<sub>s</sub> = Points scored for price of tender under consideration

P<sub>t</sub> = Price of tender under consideration

P<sub>min</sub> = Price of lowest acceptable tender

#### 4.0 POINTS AWARDED FOR SPECIFIC GOALS

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

The Specific Goals to be allocated points in terms of this tender	Maximum Number of points ALLOCATED (80/20 system)	Number of points CLAIMED (80/20 system)
<b>Ownership Goal:</b> Race (black)	5	5
<b>Ownership Goal:</b> Gender (female)	5	5
<b>RDP Goal:</b> The promotion of South African owned enterprises.	5	5
<b>RDP Goal:</b> The promotion of SMMEs owned by PPG (contracts >R5m)	5	5
<b>20</b>		

I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, certify that the points claimed, based on the specific goals as specified in the tender, qualifies the tendering entity for the preference(s) shown.

I acknowledge that:

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

**NAME (Block Capitals):**

**Date**

**SIGNATURE:**

## T2.2.7 MBD 8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1.0 This Bidding Document must form part of all bids invited.
- 2.0 It serves as a declaration to be used by ities and 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.
- 3.0 The bid of any bidder may be rejected if that bidder, or any of its directors have:
- a) abused the entity's supply chain 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, or other public sector contract during the past five years.
  - d) been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4.0 In order to give effect to the above, the following questions must be completed and submitted with the bid.

- 4.1 Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?

(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer / Authority of the institution that imposed the restriction after the audi alteram partem rule was applied.)

The Database of Restricted Suppliers now resides on the National Treasury's website ([www.treasury.gov.za](http://www.treasury.gov.za)) and can be accessed by clicking on its link at the bottom of the home page.

- 4.1.1 If YES, provide particulars.

.....

.....

- 4.2 Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?

The Register for Tender Defaulters can be accessed on the National Treasury's website ([www.treasury.gov.za](http://www.treasury.gov.za)) by clicking on its link at the bottom of the home page.

- 4.2.1 If YES, provide particulars.

.....

.....

- 4.3 Was the bidder or any of its 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?

- 4.3.1 If YES, provide particulars.

.....

.....

Circle Applicable	
YES	NO

YES	NO
-----	----

YES	NO
-----	----

4.4 Does the bidder or any of its directors owe any rates and taxes or charges to the ity / entity, or to any other ity / entity, that is in arrears for more than three months?

YES

NO

4.4.1 If YES, provide particulars.

.....  
.....

4.5 Was any contract between the bidder and the ity / 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

4.5.1 If YES, provide particulars.

.....  
.....

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is 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.*

**NAME (Block Capitals):**

**Date**

**SIGNATURE:**

## T2.2.8 **MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION**

### **NOTES**

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

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

<sup>3</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.

- 1.0 This Bidding Document (MBD) must form part of all **bids**<sup>1</sup> invited.
- 2.0 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or **bid rigging**).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3.0 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 bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the city or 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 bidding process or the execution of the contract.
- 4.0 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of **bid rigging**.
- 5.0 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid.

### **CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

-----  
(Bid Number and Description)

in response to the invitation for the bid made by:

-----  
(Name of city / Entity)

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

I certify, on behalf of:

-----  
(Name of Bidder)

that:

1. I have read and I understand the contents of this Certificate.
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect.
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation.
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience.
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices.
  - (b) geographical area where product or service will be rendered (market allocation).
  - (c) methods, factors or formulas used to calculate prices.
  - (d) the intention or decision to submit or not to submit, a bid.
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid.
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements, or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

**NAME (Block Capitals):**

**Date**

**SIGNATURE:**



#### **T2.2.9 JOINT VENTURES AGREEMENTS**

Joint Venture agreement and Power of Attorney Agreements to be attached here (if applicable).

## **T2.2.10 RECORD OF ADDENDA TO TENDER DOCUMENTS**

I / We confirm that the following communications received from the Employer or his representative before the date of submission of this tender offer, amending the tender documents, have been taken into account in this tender offer.

<b>ADD.No</b>	<b>DATE</b>	<b>TITLE OR DETAILS</b>
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct.*

***It is also confirmed that the requirements, as stated on the Addenda, have been complied with.***

**NAME (Block Capitals):**

**Date**

**SIGNATURE:**

## T2.2.11 DECLARATION OF FEES

Reference is to be made to Clause F.2.1(f)(ii) of the Tender Data.

I, the undersigned, do hereby declare that the fees of:

.....  
(full name of Company / Close Corporation / partnership / sole proprietary/Joint Venture)

(hereinafter referred to as the TENDERER) are, as at the date hereunder, fully paid or an Acknowledgement of Debt has been concluded with the ity to pay the said charges in instalments.

The following account details relate to property of the said TENDERER:

<u>Account</u>	<u>Account Number: to be completed by tenderer</u>											
Consolidated Account												
Electricity												
Water												
Rates												
JSB Levies												
Other												

I acknowledge that should the aforesaid charges fall into arrears, the ity may take such remedial action as is required, including termination of any contract, and any payments due to the Contractor by the ity shall be first set off against such arrears.

- Where the tenderer's place of business or business interests are outside the jurisdiction of eThekweni ity, a copy of the accounts/ agreements from the relevant ity are to be provided.
- Where the tenderer's Accounts are part of their lease agreement, then a copy of the agreement, or an official letter to that effect, is to be provided.

**Tenderers are to include, at the back of their tender submission document, a printout of the above account's and or agreements signed with the ity.**

**Failure to include the required document will make the tender submission non-responsive.**

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, **and that the requested documentation has been included in the tender submission.***

**NAME (Block Capitals):**

**Date**

**SIGNATURE:**

## T2.2.12 CSD REGISTRATION REPORT


Reference is to be made to Clauses F.2.1(e) and F.2.23 of the Tender Data.

The Conditions of Tender, Clause F.2.1: Eligibility, requires a tenderer to be registered, at the time of tender closing, on the **National Treasury Central Supplier Database (CSD)** as a service provider.

CSD Registration Reports can be obtained from the National Treasury's CSD website at <https://secure.csd.gov.za/Account/Login>.

The date of obtaining the printout is to be indicated on the printout.

The following is an example of the beginning of the printout obtained from the above website.

	<b>CENTRAL SUPPLIER DATABASE FOR GOVERNMENT</b>	<b>Report Date:</b> <input type="text"/>	
		<b>Report Ran By:</b> <input type="text"/>	
<b>CSD REGISTRATION REPORT</b>			
<b>SUPPLIER IDENTIFICATION</b>			
Supplier number	<input type="text"/>	Have Bank Account	<input type="text"/>
Is supplier active?	<input type="text"/>	Total annual turnover	<input type="text"/>
Supplier type	<input type="text"/>	Financial year start date	<input type="text"/>
Supplier sub-type	<input type="text"/>	Registration date	<input type="text"/>
Legal name	<input type="text"/>	Created by	<input type="text"/>
Trading name	<input type="text"/>	Created date	<input type="text"/>
Identification type	<input type="text"/>	Edit by	<input type="text"/>
Government breakdown	<input type="text"/>	Edit date	<input type="text"/>
Business status	<input type="text"/>	Restricted Supplier	<input type="text"/>
Country of origin	<input type="text"/>	Restriction Last Verification Date	<input type="text"/>
South African company/CC registration number	<input type="text"/>		

**Tenderers are to include, at the back of their tender submission document, a printout of their (full) CSD Registration Report.**

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, **and that the requested documentation has been included in the tender submission.***

**NAME (Block Capitals):**

**Date**

**SIGNATURE:**

## T2.2.13 EXPERIENCE OF TENDERER

Refer to T1.2.3.5: "Functionality Specification" for Functionality Points evaluation prompts (if applicable).

The experience of the tendering entity or joint venture partners in the case of an unincorporated joint venture or consortium, as opposed to the key staff members / experts, in projects of similar type and scale (> 5000 people) over the last five years will be evaluated. Tenderers must provide details of their knowledge of the local area and previous experience with key local stakeholders.

Tenderers should very briefly describe their experience in this regard and attach it to this schedule. Proof of participation / case studies and contact details of clients of the relevant projects must also be provided

The description should be put in tabular form with the following headings:

Employer, contact person and telephone number, where available	Description of event	Detail of work undertaken, nature of work & value	Date undertaken
--	----------------------	---	-----------------

The scoring of the tenderer's experience will be as follows:

Level	Points	Criterion: Tenderer's Experience
0	0	No Submission or Submission of no substance / irrelevant information provided
1	40	To have successfully completed 1 to 3 <u>projects</u> of a similar nature within the past 10 years.
2	70	To have successfully completed 3 to 7 <u>projects</u> of a similar nature within the past 10 years.
3	90	To have successfully completed 8 to 10 <u>projects</u> of a similar nature within the past 10 years.
4	100	To have successfully completed 11+ <u>projects</u> of a similar nature within the past 10 years.

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, **and that the requested documentation has been included in the tender submission.***

NAME (Block Capitals):

Date

SIGNATURE:

## T2.2.16 EXPERIENCE OF KEY PERSONNEL

Refer to T1.2.3.5: "Functionality Specification" for Functionality Points evaluation prompts (if applicable).

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

- 1) General experience, level of education and training and positions held of each operational area team leader.
- 2) The skills and experience of the assigned 'key' staff in the specific operational areas. Linked to the scope of work.
- 3) The key staff members' / experts' knowledge of issues which the tenderer considers pertinent to events e.g. local conditions, legislation, techniques etc.

CVs of the team director, and team leaders of **not more than 2 pages each** should be attached to this schedule: (define which CV's are required). Each CV should be structured under the following headings:

Personal particulars	Qualifications	Skills	Name of current employer and position in enterprise	Outline of recent assignments / experience that has a bearing on the <b>scope of work</b>
----------------------	----------------	--------	---	---

The scoring of the experience of key staff will be as follows:

Experience of Key Resources in executing work of similar nature								
Job Title	Minimum Qualification Required	Professional Registration Required	Number of Years' Relevant Experience on projects of a similar nature					Total Points
			Level 0 0 pts	Level 1 40 pts	Level 2 70 pts	Level 3 90 pts	Level 4 100 pts	
<b>Principal Architectural Heritage Practitioner**</b> (Ref. Note 1)	BSc Hons. Architecture or BTech	Pr. Arch/Pr. Arch. Tech (SACAP) or related accreditation	No Submission	≤ 3	> 3 ≤ 7	> 7 ≤ 10	> 10	10
<b>Quantity Surveyor (Value Engineering)</b>	BSc Hons. Quantity Surveying or BTech	Pr. QS (ASAQS) (SACQSP) or related accreditation	No Submission	≤ 3	> 3 ≤ 7	> 7 ≤ 10	> 10	10
<b>Civil/Structural Engineer</b>	BSc Eng or BEng or BTech	Pr. Eng. or Pr Tech Eng	No Submission	≤ 3	> 3 ≤ 7	> 7 ≤ 10	> 10	10
<b>Supplementary Services (Woodborer Specialist; Signage; Interior Design; Electrical)</b>	Accredited Degree / Diploma** (Ref. Note 2)	N/A	No Submission	≤ 3	> 3 ≤ 7	> 7 ≤ 10	> 10	05
<b>Note 1:</b> "experience" implies experience on heritage projects of a similar nature with respect to the scope. <b>Note 2:</b> "accredited degree / diploma" implies a minimum 3 yr qualification from a registered University or Institute of Technology.								

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, **and that the requested documentation has been included in the tender submission.***

**NAME (Block Capitals):**

**Date**

**SIGNATURE:**

## T2.2.17 APPROACH PAPER / METHODOLOGY / PROGRAMME

Refer to T1.2.3.5: "Functionality Specification" for Functionality Points evaluation prompts (if applicable).

Tenderers must explain their understanding of the objectives of the assignment and the Employer's stated and implied requirements, highlight the issues of importance, and explain the technical approach they would adopt to address them. The approach paper should explain the methodologies to be adopted, and should also include a project plan and programme which outlines processes, procedures and associated resources, indicates how risks will be managed and identifies what contribution can be made regarding value management.

Tenderers must attach their approach papers to this page. The approach paper should not be longer than 6 pages.

The scoring of the approach paper will be as follows:

Criterion : Approach / Methodology		
Level 0	0 pts	No response/ no documents submitted
Level 1	40 pts	The technical approach and / or methodology is poor / is unlikely to satisfy project objectives or requirements. The tenderer has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project. The programme is poor and has missed critical aspects
Level 2	70 pts	The approach is tailored to address the specific project objectives and methodology. The approach does adequately deal with the critical characteristics of the project.  The project plan and manner in which risk is to be managed etc is tailored to the key aspects of the programme.  The programme is adequate.
Level 3	90 pts	The approach is tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The project plan and approach to managing risk etc is tailored to the critical characteristics of the project. The programme is good and has allowed for all critical aspects
Level 4	100 pts	Besides meeting the "good" rating, the important issues are approached in an innovative and efficient way, indicating that the tenderer has outstanding knowledge of state-of-the- art approaches. The programme is well thought out and makes allowance for all the key risk areas. The approach paper details ways to improve the project outcomes and the quality of the outputs

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, **and that the requested documentation has been included in the tender submission.***

NAME (Block Capitals):

Date

SIGNATURE:

**PART C1 : AGREEMENTS AND CONTRACT DATA**

**C1.1 : FORM OF OFFER AND ACCEPTANCE**

**C1.1.1 : OFFER**

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

Contract No: **1N-25952**

Contract Title: **INANDA HERITAGE ROUTE: CONDITIONAL ASSESSMENT & COSTS INVESTIGATIONS FOR THE PURPOSE OF CONSTRUCTION INFORMATION FOR THE VARIOUS TOURISM INFRASTRUCTURE ALONG THE HERITAGE ROUTE**

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 Tender 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.

**\* The offered total of the prices inclusive of Value Added Tax is:**

R..... (In words .....  
.....)

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.

**For the Tenderer:**

**\* Name of Tenderer (organisation)** : .....

**\* Signature (of person authorized to sign the tender)** : .....

**\* Name (of signatory in capitals)** : .....

**Capacity (of Signatory)** : .....

**Address** : .....

**Witness:**

**Signature** : .....

**Name(in capitals)** : .....

**Date** : .....

**Notes:**

**\* Indicates what information is mandatory.**

**Failure to complete the mandatory information and sign this form will invalidate the tender.**



## **C1.1 : FORM OF OFFER AND ACCEPTANCE**

### **C1.1.2 : FORM OF ACCEPTANCE**

**This Form will be completed by the Employer**

By signing this part of the 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 : Agreement and Contract Data, (which includes this Agreement)
- Part C2 : Pricing Data, including the Bill of Quantities
- Part C3 : Scope of Work
- Part C4 : Site Information

and the schedules, forms, drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 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, which must be duly signed by the authorised representatives of both parties.

The Tenderer shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at, or just after, the date this Agreement comes into effect. Failure to fulfill 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.

**Signature** (*person authorized to sign the acceptance*) : .....

**Name** (*of signatory in capitals*) : .....

**Capacity** (*of Signatory*) : .....

**Name of Employer** (*organisation*) : .....

**Address** : .....

: .....

**Witness:**

**Signature** : ..... **Date** : .....

**Name**(*in capitals*) : : .....

## **C1.1 : FORM OF OFFER AND ACCEPTANCE**

### **C1.1.3 : SCHEDULE OF DEVIATIONS**

**This form will be completed by THE EMPLOYER and ONLY THE SUCCESSFUL TENDERER**

1.   **Subject**       : .....
- Details**     : .....
- : .....
2.   **Subject**       : .....
- Details**     : .....
- : .....
3.   **Subject**       : .....
- Details**     : .....
- : .....

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

#### **FOR THE TENDERER**

#### **FOR THE EMPLOYER**

.....	Signature	.....
.....	Name ( <i>in capitals</i> )	.....
.....	Capacity	.....
.....	Name and Address of	.....
.....	Organisation	.....
.....		.....
.....		.....
.....	Witness Signature	.....
.....	Witness Name	.....
.....	Date	.....

## **C1.2 : CONTRACT DATA**

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

#### **C1.2.1.1 GENERAL CONDITIONS OF CONTRACT**

The Conditions of Contract are the Standard Professional Services Contract (Third edition: August 2009) published by the Construction Industry Development Board. (see [www.cidb.co.za](http://www.cidb.co.za) - copied for ease of reference in C4.2).

The Contract Data (including variations and additions) shall amplify, modify or supersede, as the case may be, the Standard Professional Services Contract, to the extent specified below, and shall take precedence and shall govern.

Each item of data given below is cross-referenced to the clause in the Standard Professional Services Contract to which it mainly applies.

### **C1.2.2 CONTRACT DATA**

#### **C1.2.2.1 DATA TO BE PROVIDED BY THE EMPLOYER**

The Employer is the eThekweni City as represented by : Deputy Head : **CAPITAL PROJECTS**

3.4 & The authorised and designated representative of the Employer is: Mazande Ntshanga

4.3.2 The contact details of the authorised and designated representative are:

- Telephone : 031 322 2750
- Fax : -
- e-mail : Mazande.Ntshanga@durban.gov.za

The address for the Receipt of communications is: **Economic Development Unit; 41 Margaret Mncadi Drive Rennie's House; 11<sup>th</sup> Floor.**

1 The Project is : **1N-25952**  
: **INANDA HERITAGE ROUTE: CONDITIONAL ASSESSMENT & COSTS INVESTIGATIONS FOR THE PURPOSE OF CONSTRUCTION INFORMATION FOR THE VARIOUS TOURISM INFRASTRUCTURE ALONG THE HERITAGE ROUTE**

1 Period of Performance : **14 months**

1 Period of Performance : Unless terminated in terms of the Contract, or otherwise specified in the Contract Data, the Contract completion shall be when the Service Provider has completed all Deliverables in accordance with the Scope of Work within a period of 14 months.

1 Start Date : **7 days from Letter of Award**

3.4.1 Communications by e-mail **is/are** permitted.

3.5 The location for the performance of the Project is : **Ward 47, Kwa Mashu Piesang River Open Space**

3.6 The Service Provider may not release public or media statements or publish material related to the

- Services or Project under any circumstances.
- 3.9.2 The time-based fees used to determine changes to the Contract Price are as stated in the Pricing Data.
- 3.12 The penalty per Day payable is : **R 0.00** subject to a maximum amount of **R 0.00**.
- 3.15.1 The programme shall be submitted within **14 Days** of the award of the Contract.
- 3.15.2 The Service Provider shall update the programme at intervals not exceeding **4 weeks**.
- 3.16 The time-based fees shall not be adjusted for inflation.
- 3.16.2 The indices are those contained in **Table A of P0141 Consumer Price Index** for “CPI for services” Published by Statistics South Africa.
- 4.3.1(d) The Service Provider is not required to assist in the obtaining of approvals, licenses and permits from the state, regional and authorities having jurisdiction over the Project.
- 5.4.1 The Service Provider is required to provide Professional indemnity in an amount of : **R 0**.
- 5.4.1 The Service Provider is required to provide Professional indemnity in an amount as set out in the Professional Indemnity Schedule.
1. Insurance against : **NA**  
 Cover is : **R 0**  
 Period of cover : **dd/mm/20yy to dd/mm/20yy**
2. Insurance against : **NA**  
 Cover is : **R 0**  
 Period of cover : **dd/mm/20yy to dd/mm/20yy**
- 5.5 The Service Provider is required to obtain the Employer’s prior approval in writing before taking any of the following actions:  
 1) **Change in the professional team composition and appointment of any such contractors**  
 2) **Procuring of additional specialist not costed for in the pricing schedule.**
- 7.2 The Service Provider is required to provide personnel in accordance with the provisions of clause 7.2 and to complete the Personnel Schedule.
- 8.1 The Service Provider is to commence the performance of the Services within **5 Days** of date that the Contract becomes effective.
- 8.2.1 The Contract is concluded when : **Closing report accepted by the Employer**
- 8.4.3(c) The period of suspension under clause 8.5 is not to exceed **1 month**.
- 9.1 Copyright of documents prepared for the Project shall be vested with the **Employer**.
- 11.1 A Service Provider may subcontract any work which he has the skill and competency to perform.
- 12.1 Interim settlement of disputes is to be by **Adjudication**.

- 12.2/3 Final settlement is by **Arbitration**.
- 12.2.1 In the event that the parties fail to agree on a mediator, the mediator is nominated by : **South African Association of Arbitrators**.
- 12.4.1 In the event that the parties fail to agree on an arbitrator, the arbitrator is nominated by: **South African Association of Arbitrators**.
- 13.1.3 All parties in a joint venture or consortium shall carry a minimum professional indemnity insurance of **R0**.
- 13.4 Neither the Employer nor the Service Provider is liable for any loss or damage resulting from any occurrence unless a claim is formally made within **3 months** from the date of termination or completion of the Contract.
- 13.5.1 The maximum amount of compensation payable by either Party to the other in respect of liability under the Contract is limited to **R 0**.
- 15 The interest rate will be prime interest rate of the Employers bank at the time that the amount is due.

### **C1.2.3      ADDITIONAL CONDITIONS OF CONTRACT**

The additional conditions of contract are:

#### **C1.2.3.1      PERFORMANCE MONITORING OF SERVICE PROVIDERS**

For contract awards that are greater than R10m, the Service Provider shall be subjected to “Performance Monitoring” assessments in terms of the applicable Section of the Council’s current Supply Chain Management Policy.

#### **C1.2.3.2      RETENTION**

For consultant services in respect of construction contracts, 10% retention will be applied until the provision and acceptance of the final ‘as-built’ drawings.

#### **C1.2.3.3      EMPOWERMENT INITIATIVE**

It is a condition of contract that the Professional Service Provider / Civil Engineering Consultant must allow for a minimum of 10% of the contract value (excluding PC Sum and Fixed Cost allowances) to be subcontracted to persons who are >76% PPG (Priority Population Group) owned. Proof of payment to the subcontractors will be required to verify that the minimum has been achieved.

The penalty for not achieving the specified CPG will be 0.5% of the contract value (excluding PC Sum items and Fixed Cost allowances) for every 1% of CPG not achieved.

**C1.2.2.2 DATA TO BE PROVIDED BY THE SERVICE PROVIDER**

Ref / Clause Number	Data
1	<p>The Service Provider is: .....</p> <p>.....</p> <p>Address : .....</p> <p>.....</p> <p>.....</p> <p>Telephone : ..... Fax : .....</p>
5.3	<p>The authorised and designated representative of the Service Provider is:</p> <p>Name : .....</p> <p>The address for receipt of communications is:</p> <p>Address : .....</p> <p>.....</p> <p>.....</p> <p>Telephone : ..... Fax : .....</p> <p>E-Mail : .....</p>
1	<p>The Period of Performance is : .....</p>
5.5 & 7.1.2	<p>The Key Persons and their jobs / functions in relation to the services are:</p> <p>Name : .....</p> <p>Specific Duties : .....</p> <p>Name : .....</p> <p>Specific Duties : .....</p>

**PART C2 : PRICING DATA**  
**C2.1 : PRICING INSTRUCTIONS**

C 2.1.1 The Service Provider is required to provide all the services necessary to undertake the project requirements in accordance with the Scope of Work. This includes all things necessary and incidental to providing the Services, including appointment and payment of subcontractors.

C 2.1.2 The sole basis for the remuneration of the Service Provider to be appointed to proceed with the project shall be:

C 2.1.2.1 Payment will be made at relevant milestones upon the submission and approval of the final report each milestone as follows:

Package 1: Conditional Assessment		
<u>Item</u>	<u>Conditional Assessment Process</u>	Percentage of Remuneration
1	Phase 1: Inception Report	05
2	Phase 2: Record of Immovable Asset/Movable Asset ( <i>all sites</i> )	10
3	Phase 3: Assessment of universal access compliance ( <i>all sites</i> )	20
4	Phase 4: Conditional Standard Report ( <i>all sites</i> ) Service Delivery Condition Rating & Budget Cost Submission ( <i>all sites</i> )	35
5	Phase 5: Fire Rationale Status Report ( <i>all sites</i> ) Way-finding Signage Status Report ( <i>all sites</i> )	20
6	Phase 6: Final Report	10
	<b>Total</b>	<b>100</b>

Package 2: Planned Maintenance Plan		
<u>Item</u>	<u>Description</u>	Percentage of Remuneration
1	Phase 1: Inception Report	05
2	Phase 2 : Project Lifecycle planning ( <i>Stage 1-3</i> )	30
3	Phase 3: Facilitate Construction Information Wayfinding Signage Production Information	30
4	Phase 4: Value Engineering & Budget Cost Submission	20
5	Phase 5: Final Tender Documentation ( <i>all sites</i> ) Pricing Schedules ( <i>all sites</i> )	20
6	Phase 6: Project Close Out	20
	<b>Total</b>	<b>100</b>

Package 3: Compliance to statutory heritage resource agency		
<u>Item</u>	<u>Description</u>	Percentage of Remuneration
1	Review IHR Development Framework Plan/Gandhi/ Ohlange Precinct Plan	15
2	Submit Heritage Permits & Obtain Plan Authorisations/Permits	20
3	As built drawings for all tourism infrastructure	50
4	Heritage Assessment Report	15
	<b>Total</b>	<b>100</b>



## C2.2 : PRICING SCHEDULE

<u>Item</u>	<u>Description</u>	<u>Amount</u>
1	Package 1: <b>Conditional Assessment Process</b>	R
2	Package 2: <b>Planned Maintenance Plan</b>	R
3	Package 3: <b>Compliance to statutory heritage resource agency</b>	R
4	Provisional Sum	R 45,000.00
TOTAL EXCLUDING VAT		R
VAT		R
TOTAL INCLUDING VAT (this value to be transferred to the Form of Offer)		R

NAME : ..... (Block Capitals)

SIGNATURE : ..... DATE: .....  
(of person authorised to sign on behalf of the Tenderer)

## PART C3 : SCOPE OF WORK

### THE PROJECT CONTEXT

The overall objectives of the project are to:

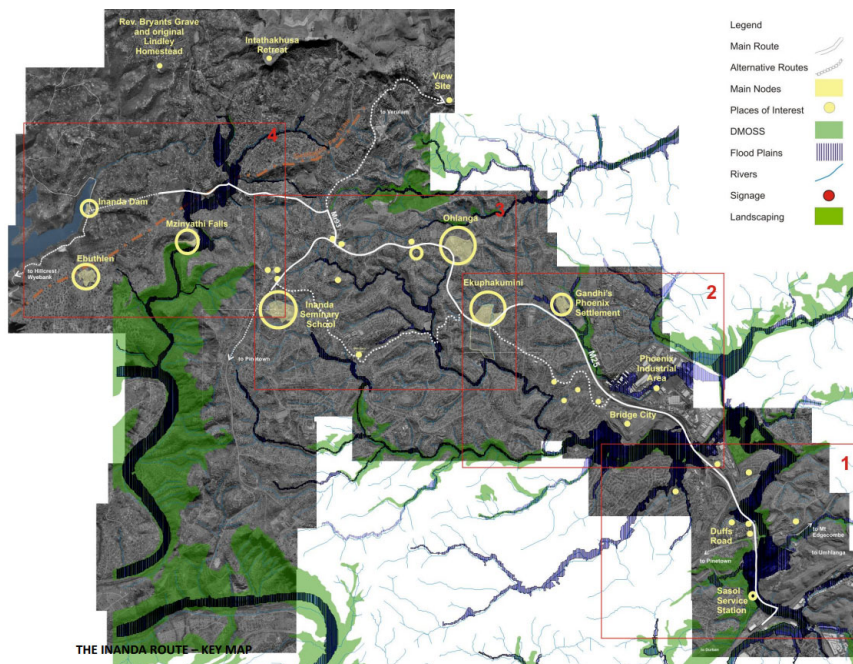
- Develop a detailed conditional assessment.
- Develop a comprehensive and clear infrastructure implementation plan,
- Comply with the necessary statutory bodies to enable implementation.
- Develop the framework for an implementation vehicle for planned maintenance outcomes.

The above can be used to facilitate an enabling environment within the Inanda node for local tourism businesses to grow sustainably. The main goal is to create a thriving tourism centre with its economic drive and social vitality that offers residents quality living and social facilities that link the centre to the city's mainstream economy. For the tourism to thrive and these heritage routes to act as a catalyst for the area (thereby ensuring local community business growth), an appropriate development package/ vehicle for implementation needs to be developed. This will require a multi-disciplinary team that works in collaboration with the local community as well as the Municipality to maximise the tourism potential of the node. This will then enable the local community tourism offices to grow, and for promotion of a prosperous vibrant tourism node that is linked to the mainstream township economy.

### PROJECT AREA

The Inanda Heritage Route is proposed as a keystone socio-economic project and aims to deliver tourism-led economic development in the Inanda area. The Township of Inanda is rich in cultural and heritage which is depicted by several anchor facilities along the route. It includes the Gandhi Settlement at Phoenix, the Ohlange Institute, the Inanda Seminary, and the Shembe Settlement of Ebuhleni. Added to this is the overall township experience of cultural pilgrimages to Shembe, neighbourhood schools, taverns, traditional healers, markets, bed and breakfast establishments and scenery.

A key vision established for the route is to achieve meaningful local economic empowerment through establishing of the City's most visited route offering world class attractions and experiences unique to Inanda. In 2009 the Harber & Associates IHR consortium were appointed to prepare a Development Framework Plan (DFP) for the route. The plan which guides the upgrading interventions for the route was adopted by the Council in 2011. Following the adoption, the Economic Development Unit in conjunction with Local History Museums and Durban Tourism invested capital funds in the upgrade tourism infrastructure and interpretation centres at the various facilities. In December 2020, two sites, namely Ganhdi and Ohlange were declared National Heritage Status sites. As most of the heritage sites on the route are in private ownership, the municipality has secured its capital assets through formal lease agreements with such landowners. Ten years have now passed since the route was upgraded and signs of maintenance and assets deterioration is emerging, notably: overgrown verges. Illegal dumping and litter, lack of signage, damaged infrastructure, and deteriorating buildings.



The study area is also located within the Urban Development Line (UDL) as shown in the first figure above.

## **SYNOPSIS OF CURRENT CHALLENGES**

### **INFRASTRUCTURE CHALLENGES**

Precinct Plans developed for each of the sites in 2009 guided the upgrade of tourism assets and infrastructure during the period of 2010 – 2015. The Precinct Plans recommended further upgrades and expansion of facilities in particular at Gandhi and Ohlange sites. However, such Precinct Plans are now outdated given the change in local circumstances and necessary revisions are required before any further on-site projects can be attempted.

The IHR Development Framework Plan also recommended the expansion of the route by the introduction of additional sites on the route, namely:

- Dr Pixley Ka Isaka Seme Homestead
- Allison Wessels George Champion House
- Dr Mordecai V. Gumede Homestead
- Dr. IB Gumede Homestead

Conceptual designs are completed in May 2020 for the above sites. Due to covid budgets cuts, further work has been placed on hold.

### **MAINTENANCE CHALLENGES**

Reports on maintenance requirements have been received for Gandhi and Ohlange sites. An inspection of the route held by Economic Development Unit, Durban Tourism officials and the INK CTO in April 2021 revealed several maintenance backlogs associated with heritage buildings and assets, infrastructure such as parking areas, ablutions and access roads. The resulting impact is a decline in standards that is required to maintain domestic and foreign visitor numbers. Certain sites such as Gandhi and Ohlange have received National Heritage Status and certain maintenance obligations must be met.

### **INSTITUTIONAL CHALLENGES**

The institutional arrangements around the management and maintenance of the route are facing two major challenges:

1. Expired leases and non-existent leases on some of the sites: According to the lease agreements, the responsibility of site maintenance (security, cleaning, landscaping, general maintenance) lies with the land owners with financial contributions made from the municipality. Building maintenance, and insurances are covered by the municipality. In some sites this lease arrangement model is working relatively well whilst in other sites the poor maintenance services provided by land owners is evident.
2. Lack of co-ordination with respect to the overall management of the entire route is a further cause of the current poor state of the route. Whilst the leases are managed by Local History Museums department, there appears to be a lack of co-ordination in involving other departments who also play a critical role in ensuring appropriate maintenance: Parks Department, Roads Maintenance, and Durban Solid Waste. An active Community Tourism Organization does exist for the area who also play a role in the marketing and branding of the route.

### **SPATIAL PLANNING CONTEXT**

Spatial planning in eThekweni is guided by a number of key national, provincial and local plans and policies that also need to be considered for as part project. These include, but are not limited to:

- The National Development Plan (NDP, 2011)
- New Urban Agenda (2016)
- Integrated Urban Development Framework (2016)
- eThekweni Integrated Development Plan (2020/2021)
- eThekweni SDF (2020/2021)
- Built Environment Performance Plan (2019/2020)
- eThekweni Municipal Land Use Scheme: Planning Region A: Central

Due to the level of the above plans being far too broad for the purposes of this ToR, these are not addressed here. However, any plan for the area will need to incorporate the principles/ guidelines of the above. There are also various council approved plans that have a more direct impact on the study area, the key ones for reference being:

- (a) IHR DEVELOPMENT FRAMEWORK PLAN
- (b) GANDHI AND OHLANGE PRECINCT PLANS & CONCEPTUAL PLANS
- (c) HEALTH AND SAFETY ASSESSMENT 2014

## LAND OWNERSHIP AND TRIBAL AUTHORITIES

There is no tribal land within the study area there is a gap in the valuation roll, of which ownership will need to be determined in the process of unpacking the project.

## EXISTING SERVITUDE

There are various small servitudes within the study area which include a water reserve and road reserve.

## ENVIRONMENTAL OVERVIEW

It is stressed that the study area is largely transformed and for the purposes of the conditional assessment an indication is to be made of the current and proposed stormwater management within the study area. Any tributary streams and or any, rivers, that run through the study area will need to be taken into consideration and further detailed in this project.

## OUTCOMES OF PHYSICAL ASSESMENTS OF INFRASTRUCTURE

The strategic brief formulated suggests that outcomes of the conditional assessments should take into considerations the following brief synopsis and outcomes found whilst assessing the different building units as part of the assessment which will need to be incorporated as part of this project scope. The following are important considerations that the appointed team will need to address.

## SYNOPSIS OF GHANDI PHOENIX SETTLEMENTS

**EXTERNAL WORKS:** There is dumping of litter on the approach road to the settlement; no cleaning or sweeping of the road is evident cleaning up to including the public road requires intervention.

**PRINTING PRESS:** Consultant to engage with the Site Curator regarding the roof leaks in the Boardroom and cracks in the Boardroom wall and the external Kitchen wall.

**SARVODAYA (GANDHI'S ORIGINAL HOUSE) & KASTURBAPAVAN** The original house was burnt in 1985 and rebuilt in 2000. The house has wood borer infestation. Detailed investigations to be undertaken including attend corrugated iron roof that is leaking and requires repair.

## SYNOPSIS OF SHEMBE EKUPHAKAMENI

**EXTERNAL WORKS:** Containers have been vandalised and damaged all doors have fallen off and require replacement. Sanitary ware has been vandalised and damaged and require replacement. General cleaning and management of the ablution facilities is required. Positioning and amount of existing way-finding signage from Curnick Ndlovu Highway to the JL Dube Precinct to be checked and "Woza eNanda" signage to be checked. All paving in parking area to be checked.

## SYNOPSIS OF JL DUBE INTERPRETATION CENTRE

The exterior of the Centre has been recently painted by Architecture Maintenance how the centre was John Dube's first house built in 1895. The original structure was mud brick which has subsequently been plastered over. The original piano and desk have wood borer infestation and needs to be repaired. All printed adhesive displays are peeling off the walls in certain areas. New timber displays would be a better alternative to replace adhesive displays. There is standing water evident on the veranda opposite the Café. The veranda roof to be checked for leaks whilst all male ablutions plumbing require maintenance. All corrugated iron sheeting in additional quarters at the rear of the building needs through inspections for the scope of works.

## SYNOPSIS OF JL DUBE MONUMENT/GRAVE

Existing marble cladding panels are falling off the brick upstands at the ground level at various sections on the periphery of the monument. There are apertures at the intersections of the marble cladding and the paving. There are apertures between the marble grave slabs and the finished ground. Certain cobblestone paving blocks have come loose.

## SYNOPSIS OF REINASSANCE HALL & LINDLEY INTERPRETATION CENTER

The exterior of the hall has been recently painted, two of the LCD display monitors are not working and certain suspended light fittings are not working. Fire hose reels require repairs on the exterior of the ancillary building and the Hall. Evident mildew on ceilings above ground floor. Urgent fire management system required in respect to storage areas of historic document archives to the approval of the Fire Engineer. First floor ceiling and damaged cornices to be investigated for repair work. Entire timber floor to be checked for openings and stability. All floor ablutions to be overhauled. An electrical engineer to check power supply to building and lighting reticulation. Investigate rampant cracks in tall interior walls there is movement between the timber floor planks on the ground floor. Entire exterior of the building needs to be repainted. Exposed timber rafters to veranda roof requires waterproofing and repainting. All way-finding signage displays are cracked, and the epoxy has dried allowing the display to come apart from the aluminium signage frame.

## SYNOPSIS OF SHEMBE EBUHLENI

Orientation and positioning and mounting of existing signage from Curnick Ndlovu Highway to the Shembe Ebuleni Precinct to be checked and verified for legibility and visibility. All exterior directional signs to be checked including the paving to the parking area that is visibly sinking in places with missing paving blocks. The concrete slabs to the pathways of the site have lifted off the ground. Rampant and illegal refuse dumping is evident above the waterfall. The inspections listed above are not conclusive and this conditional assessment is for further detailed assessments to be conducted by the appointed service provider.

OWNER	DESCRIPTION OF PROPERTY	PREMISES	SITE EXTENTS	PLAN NO	PROPOSED USE
United Congregational Church of Southern Africa – KwaZulu-Natal	Rem of Erf 699 Inanda Glebe	InaNda Seminary: Lucy Lindley Hall	191 sqm	SJ4608/8	Lease in place for Lucy Lindley Interpretation Centre
Nazareth Ecclesiastical Endowment Trust	Portion 257 (of 1); Portion 86 (of 35); Portion 121 (of 35) of the Farm Piezang River No 805,	Shembe Ekuphakumeni	3939 sqm	n/a	Right of Way servitude for parking area and footpaths – not yet registered
Shembe Church	Rem of Inanda Mission Reserve No 4579	Shembe Ebuleni	n/a	n/a	Right of Way servitude for parking area
The trustees for of the Phoenix Settlement Trust	Rem of Portion 498 of the Farm Piezang River No 805; Portion 11 (of 1) of the Farm Piezang River No 805	Phoenix Settlement/Gandhi Site	531 sqm	SH 9753	Lease 1: tourist office. Lease 2: Kitchen Lease 3: Visitor ablutions Lease 4: Tea Garden Lease 5: Ablutions Lease 6: Ghandi's House Lease 7: Interpretation centre
Department of Human Settlement	Rem of Portion 398 of the Farm Piezang River No 805	Ohlange Institute: Dube Museum	7094 sqm	SH 9752	No lease – Public Works owned
Ingonyama Trust Board	Rem of Inanda Mission Reserve no 4579	Umzinyathi Waterfall Site	n/a	n/a	No lease in place for viewing deck and footpath.

**Table 1:** Projects identified for conditional assessments.

Furthermore, in the proposal planning allowance and consideration is to be made for the following:

#### AS BUILT DRAWINGS OF BUILDING UNITS IN VARIOUS TOURISM SITES

The following are noted as key building units within the study area requiring as-built drawings for record purposes each building adequately annotated with dimensions and further incorporated into a spatial development plan for the listed below:

- InaNda Seminary: Museum Building
- Phoenix Settlement/Gandhi Site
- Ohlange Institute: Reinassance Hall
- Shembe Church-External works; parking areas and foot paths

#### EMPLOYERS OBJECTIVES

The expected outcome of the assessment is that there is a planned maintenance outlook provided in the future financial years derived from these exercises and prioritised accordingly in providing the required services to the specified projects in accordance with the list of priorities identified by the *team* and in a manner that contributes to the eThekweni's social and economic development agenda. The *Employer's* delivery model adopted for budgeting is one that is multi-year and thus requires the services of a professional and furthermore to:

- a) a Lead Consultant to convert the budget into works packages, manage the delivery of the works, act as the *Employer's* Agent in terms of the Design Consultant's Contracts, act as the Project Manager in terms of the Contractor's Contracts and to provide cost consultancy services.
- b) The Lead Consultant is responsible for assisting the Employer in identifying and allocating projects for which each Design Consultants will develop the scope of work for and provide the drawings, bills of quantities and specifications for each work package.
- c) Such work packages will be developed by the Design Consultants up to the end of **Stage 4**.
- d) The Lead Consultant shall act as the Supervisor in the project planning of his team to ensure that the quality of the works is in accordance with the requirements of the Contract and shall also be responsible for monthly measurement, collation, and certification of the completed work for the client's attention.

#### DESCRIPTION OF THE SERVICES: PLANNED MANTAINANCE PLAN

The Lead *Consultant* shall provide the professional services associated with the role of Principal Lead as set out in this scope of work over a period of approximately **14 months** to spend budget allocations within the contract period in accordance with the stages set out in **Table 2**. Such services comprise the translation of the identified work package in relation to a settlement in the first instance into a Preparation Inception Report and then a Concept Report and ultimately into a documented design which is capable of being constructed. It also includes the value engineering of such works to ensure design intent, the provision of budget and the monthly projected cashflows. Wherever possible, use shall be made of the *Employer's* standard drawings and documentation. Where required, the *Consultant* shall update existing or develop new standard drawings.

STAGE		
NO	DESCRIPTION	DESCRIPTION OF STAGE
1	Preparation	<p><b>Actions:</b> defining the Project objectives, business need, acceptance criteria and Employer priorities and aspirations; describing the criteria, including the function, mix of uses, scale, location, quality, cost, value, time, safety, health, environment and sustainability.</p> <p><b>Deliverable:</b> Employer approval of the Strategic Brief, setting out the basis for development of the concept definition for the Project.</p>
2	Concept	<p><b>Actions:</b> establishing the detailed brief, scope, scale, form, and budget for the Project; including obtaining site studies and construction and specialist advice, determining the initial design criteria, design options, cost estimates, and the selection of the preferred design option.</p> <p><b>Deliverable:</b> Employer approval of the Concept Report, setting out the integrated concept for the Project.</p>
3	Design Development	<p><b>Actions:</b> developing in detail the approved concept to finalise the design and definition criteria; establishing the detailed form, character, function and cost plan; defining all components in terms of overall size, typical detail, performance and outline specification.</p> <p><b>Deliverable:</b> Employer approval of the Design Development Report, setting out the integrated developed design for the Project</p>
4	Product information	<p><b>Actions:</b> producing the final detailing, performance definition, specification, sizing and positioning of all systems and components.</p> <p><b>Deliverable:</b> completion of integrated production information enabling either construction, where the Contractor is able to build directly from the information prepared, or the production of manufacturing and installation information for construction.</p>

**Table 2:** Key deliverables associated with each stage of a project within a programme are further articulated on Annexure-W titled **GENERIC PROFESSIONAL SERVICES ASSOCIATED WITH THE PROGRAMME MANAGEMENT SERVICE DELIVERY MODEL**

## INDICATIVE PHASES: VALUE OF WORKS FOR FEE PURPOSES

The following table shows typical percentages that are typically used for proportioning the basic scope and applicable fees for normal deliverables over the phases stages of the services as defined under **C3.2 EMPLOYER'S OBJECTIVES**. The actual values must be indicated and adjusted for each individual task order/work package depending on the work involved in each stage or any supplementary considerations that may be applicable shown indicatively:

STAGE OF SERVICES	DELIVERABLES GUIDE	NOMINAL DELIVERABLES APPLICABLE
Phase 1	Inception Report	<ul style="list-style-type: none"> <li>- Programmes</li> <li>- Agreed Scope</li> <li>- Procurement of services</li> </ul>
Phase 2	Record of Immovable Asset/Movable Asset	<ul style="list-style-type: none"> <li>- Asset Register</li> </ul>
Phase 3	Assessment of universal access compliance ( <i>all sites</i> )	<ul style="list-style-type: none"> <li>- Agreed Services</li> <li>- Elemental Estimates of Construction</li> </ul>
Phase 4	Value Engineering & Budget Cost Submission	<ul style="list-style-type: none"> <li>- Construction Costs</li> <li>- Pricing Schedules</li> </ul>
Phase 5	Production information report ( <i>way-finding signage</i> )	<ul style="list-style-type: none"> <li>- Product information-Signage</li> <li>- Tender Documentation-Planned Maintenance</li> </ul>

**Table 3:** Deliverables applicable including additional deliverables namely estimated final construction cost; estimated fees and estimated project cost.

## PROJECT REQUIREMENTS

The Lead Consultant shall:

- Provide the services outlined in the description of services in a manner that enables the *Employer* to achieve the programme objectives as set out in this scope of work;
- Provide the generic professional services associated with the planned maintenance delivery model.
- Design the works in accordance with the relevant provision of the latest edition of the Department of Public Works' *Guidelines for the Implementation of Labour-Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP)* (see [www.epwp.gov.za](http://www.epwp.gov.za)) and the relevant provisions of the Construction Industry Development Board's *Labour-Based methods and technologies for employment intensive construction works: A CIDB Guide to Best Practice* (see [www.cidb.org.za](http://www.cidb.org.za));
- Identify the health and safety requirements in terms of the Occupational Health and Safety Act, 1993, and incorporate them in the scope of work to be issued to the Contractor;
- In the provision of the services observe all relevant statutes, by-laws and associated regulations, standards of professional conduct and "best practice", as laid down, or recommended, by an applicable professional association,
- Take all reasonable endeavours to ensure that the elements of the project are designed so that they can be constructed within the financial limits stated in the Inception Report that is progressively developed and agreed by the Lead Consultant and the *Employer* from time to time.
- Provide the service in accordance with the requirements of the contract with reasonable skill, care and diligence which is to be expected of a competent consultant of the relevant discipline who is experienced in providing similar services in relation to projects of a similar size, scope, and complexity.
- Manage and provide the services in such a manner that 90% of the budget allocated to a particular financial year is spent by the end of that financial year; and
- Endeavor to maintain continuity of design staff in so far as it may be reasonable to do so.

## KEY PERFORMANCE INDICATORS

The *Lead Consultant* shall timeously provide any information which the Project Manager may require for the purposes of reporting on key performance indicators.

## COMPLETION

Each Phase identified by the *Employer's Agent* shall be complete when Phase 5 has been completed.

Completion of the deliverables in this contract shall occur:

- a) When the *Employer's Agent* issues the *Lead Consultant* with an instruction not to proceed with the next stage of a specific identified project(s) during lifecycle of the contract; and
- b) *Phase 5* and all other identified preceding phases for which instructions to proceed have been completed.

## RETENTION OF COMMUNICATIONS

The *Lead Consultant* shall retain copies of all communications in electronic format for a period of 10 years after the completion of the contract.

## PROGAMME

A separate programme shall be provided for each phase.

## QUALITY MANAGEMENT SYSTEM

The quality management system and quality policy statements shall be as agreed with the project team and the *Employer*.

## DETAILS TO BE PROVIDED WITH *CONSULTANT'S* INVOICES

The *Employer* shall set out the information that he will require from the *Lead Consultant* with each invoice to enable the invoice to be checked for correctness.

## RECORD INFORMATION

All record information shall be provided in a suitable electronic format that can be opened using software which the *Employer* possesses.

## FACILITIES AND EQUIPMENT TO BE PROVIDED BY THE *EMPLOYER*

The *Employer* will not provide any facilities or equipment to or for the use by the *Lead Consultant*.

## SUPPLEMENTARY SERVICES

The *Lead Consultant* is to ensure that the form of offer pricing includes work carried out for supplementary services and such work is calculated and included to the **C1.1: FORM OF OFFER AND ACCEPTANCE** all the requisites in respect to professional supplementary services to their best description, according to the conditions of quotation included in are a the payments for administrative, clerical and secretarial staff used to support professional and technical staff in general.

## RESPONDENTS TO NOTE:

1. The total tender sum is expected to be all inclusive, albeit sectionally depicting each task order in a separate schedule for ease of reference for the specific deliverables.
2. The consultant is to prepare a **detailed budget breakdown** for the full scope of deliverables including all disbursements and VAT per task order as per **C2.2 PRICING SCHEDULE**.
3. The Total Tender Sum, as per the **C1.1: FORM OF OFFER AND ACCEPTANCE** provided shall be deemed to be correct.
4. Existing designs/compliance/studies documents to be checked and approved by successful bidder.
5. Respondents are required to have relevant experience and knowledge in the planning, design, construction management and commissioning of built environment infrastructure projects and/or projects of similar nature.
6. All printing and typing related disbursement (if proven) will be paid as per the National Department of Roads and Public Work's Gazetted Rates (2012); and Disbursements (if proven) which include travelling and will be paid based on the assumptions that the appointed offices are within the Ethekewini Metro.

## CLOSING PHASE

The Close-out Report with all data and information collected as well as contact persons for information is to be compiled in a register in electronic and hard copy for the Economic Development Unit.



## ANNEXURE W: GENERIC PROFESSIONAL SERVICES ASSOCIATED WITH THE PLANNED MAINTAINANCE SERVICE DELIVERY MODEL

The generic professional services associated with the planned maintenance infrastructure service delivery model in connection with each phase to a full program not limited to the following:

- 1) services of a general nature relating to the *Lead Consultant* and Design Consultant as set out in Table 1.1.

**Table 1.1: General services**

Programme Management	Design Consultant
<ul style="list-style-type: none"> <li>Act as the <i>Employer's</i> representative in terms of the contract with the Design Consultant.</li> <li>Establish overall strategy for delivery of the Programme</li> <li>Lead project team in the design definition and procurement of works</li> <li>Receive advice, information, and reports from the Design Consultant and present to the <i>Employer</i></li> <li>Receive notifications of decisions and instructions from the <i>Employer</i> and give them to Design Consultant.</li> <li>Monitor projects with the programme</li> <li>Liaise and co-operate with the <i>Employer</i>, Design Consultant and Contractor.</li> <li>Initiate, agree and implement communication reporting and authorization procedures between the <i>Employer</i>, Design Consultant and Contractor.</li> <li>Provide information when reasonably required</li> <li>Ascertain <i>Employer's</i> mandatory procedures and develop compatible working methods and procedures. Initiate, agree and implement management procedures.</li> <li>Initiate, agree and implement risk management procedures.</li> <li>Initiate and operate value and quality management procedures</li> <li>Initiate and implement change management procedures so that scope, programme and cost changes are documented and monitored. Direct changes where within limits of authority. Obtain the <i>Employer's</i> instructions prior to directing material changes beyond such limits.</li> <li>Comply with health and safety legislation and direct health and safety risk management process.</li> <li>Advise the <i>Employer</i> of any delay or anticipated delay in design programmes. Agree adjustments and co-ordinate mitigation.</li> <li>Agree procedures for conveying, chairing, attendance and frequency for meetings with the <i>Employer</i>.</li> <li>Attend meetings with the <i>Employer</i> and record meeting proceedings and distribute to attendees ahead of next meeting.</li> <li>Agree records of work to be kept and means of storage and keep.</li> </ul>	<ul style="list-style-type: none"> <li>Co-ordinate and integrate the design prepared by the design team</li> <li>Co-ordinate advice on design related issues and advise</li> <li>Lead and co-ordinate submissions to statutory authorities, as necessary.</li> <li>Provide information when reasonably required</li> <li>Agree and implement management procedures.</li> <li>Agree and implement risk management procedures</li> <li>Agree and implement value and quality management procedures.</li> <li>Agree and implement change management procedures so that scope, programme and cost of changes are documented and monitored.</li> <li>Comply with health and safety legislation and carry out risk management processes, as necessary.</li> <li>Advise of delay or anticipated delay in design programme. Agree adjustments and mitigate.</li> <li>Agree procedures for and attend meetings with the <i>Employer</i>.</li> <li>Attend meetings with the <i>Employer</i> when requested by the Lead Consultant to do so.</li> <li>Agree records of work to be kept and means of storage and keep.</li> <li>Carry out monthly measurement and certify work done.</li> </ul>

**Table 1.2: Services required in each stage of the development of a project in the planned maintenance plan.**

Stage		Activities within a stage		
No	Description	Description of stage	Lead Consultant	Design Consultant
1	Preparation	<p><b>Actions:</b> defining the Project objectives, business need, acceptance criteria and Employer priorities and aspirations; describing the criteria, including the function, mix of uses, scale, location, quality, cost, value, time, safety, health, environment and sustainability.</p> <p><b>Deliverable:</b> Employer approval of the Strategic Brief, setting out the basis for development of the concept definition for the Project.</p>	<ul style="list-style-type: none"> <li>Instruct Design Consultant to proceed with stage 1 for a Project.</li> <li>Identify together with the <i>Employer</i> the needs and aspirations and priorities for Project</li> <li>Advise the <i>Employer</i> on Project objectives; Project requirements; key issues influencing the design, costs and socio economic development opportunities; need for initial studies and information gathering to assist in establishing the business case; prioritizing Project objectives; need for specialist services; and content on Preparation Report</li> <li>Provide cost input to Preparation Report</li> <li>Compile and present Strategic Brief for a Project for approval by the <i>Employer</i>.</li> <li>Finalise Strategic Brief following interactions with the <i>Employer</i>.</li> </ul>	<ul style="list-style-type: none"> <li>Receive instructions from Lead Consultant to proceed with stage 1 for a Project.</li> <li>Co-ordinate inputs from different design disciplines</li> <li>Provide advice in establishing Project objectives; Project requirements; key issues influencing the design and socio economic development opportunities; need for initial studies and information gathering to assist in establishing the business case; prioritizing Project objectives; need for specialist services; and content on Strategic Brief</li> <li>Carry out initial studies and collate data relevant to the design input to the Strategic Brief and advise.</li> <li>Provide design input to Strategic Brief</li> <li>Collaborate and assist in preparation and finalization of the Strategic Brief.</li> </ul>
2	Concept	<p><b>Actions:</b> establishing the detailed brief, scope, scale, form, and budget for the Project; including obtaining site studies and construction and specialist advice, determining the initial design criteria, design options, cost estimates, and the selection of the preferred design option.</p> <p><b>Deliverable:</b> Employer approval of the Concept Report, setting out the integrated concept for the Project.</p>	<ul style="list-style-type: none"> <li>Issue Design Consultant approved Strategic Brief and instruction to proceed with a project.</li> <li>Based on Strategic Brief, make initial proposals on budget viability.</li> <li>Assemble proposals on design and technical viability and budget viability and submit to <i>Employer</i> and obtain instructions.</li> <li>With Design Consultant and Contactor, review Strategic Brief in light of information received, test against <i>Employer's</i> objectives. Advise <i>Employer</i> and obtain instructions.</li> <li>Establish statutory permissions procedures and make necessary arrangements for obtaining statutory notices.</li> </ul>	<ul style="list-style-type: none"> <li>Receive from Lead Consultant approved Strategic Brief t and instruction to proceed with a project.</li> <li>Develop design approach.</li> <li>Based on Strategic Brief, make initial proposals on design and technical viability.</li> <li>With Lead Consultant and Contactor, review Preparation Report in light of information received, test against <i>Employer's</i> objectives and advise.</li> </ul>

Stage		Activities within a stage		
No	Description	Description of stage	Lead Consultant	Design Consultant
			<ul style="list-style-type: none"> <li>• Receive advice on physical restrictions that might affect the Project. Submit to <i>Employer</i> and obtain instructions.</li> <li>• Prepare with Design Consultant and Contractor, initial programme for the delivery of the design and construction. Submit to <i>Employer</i> and agree.</li> <li>• Comment on cost implications of issues raised in desk study.</li> <li>• Submit findings of desk study to <i>Employer</i> and obtain instructions.</li> <li>• Submit matters, regulations or guidelines with which the Project must comply and which may have a significant impact or cost implication to the <i>Employer</i> and obtain instructions.</li> <li>• Advise <i>Employer</i> of need for specialist advice, surveys or studies and additional services and obtain instructions.</li> <li>• Report results of surveys, specialist studies etc relevant to design input to <i>Employer</i> and obtain instructions.</li> <li>• Periodically review development of the design for conformity with Strategic Brief. Submit impact of changes to the programme, budget or Strategic Brief to <i>Employer</i> and obtain instructions.</li> <li>• Advise <i>Employer</i> on need for quality assurance or socio-economic monitoring schemes, defects insurance and product guarantees and obtain instructions.</li> <li>• Advise <i>Employer</i> on primary design criteria and initial cost estimates and strategy for use and maintenance of elements of the works and future construction. Obtain instructions.</li> <li>• Contribute to risk assessment and develop proposals for mitigation. Report on proposals for risk mitigation and impact on design, programme and budget to <i>Employer</i> and obtain instructions.</li> <li>• Prepare option studies to assist the Design Consultant in testing options against Strategic Brief in relation to cost, cost effectiveness and procurement. Support investigation of alternative design solutions.</li> <li>• Prepare cost plan for Stage 2 Concept Report, compile stage 2 Concept Report.</li> <li>• Prepare and maintain cash flow forecasts for monitoring expenditure.</li> <li>• Formulate strategy to promote social development objectives in the execution of the Construction Contract.</li> <li>• Advise <i>Employer</i> on effect or market conditions including forecasts of construction cost inflation.</li> <li>• Submit Stage 2 Concept Report and submit to <i>Employer</i>. Obtain instructions</li> </ul>	<ul style="list-style-type: none"> <li>• Assist in establishing statutory permissions procedures.</li> <li>• Make enquiries of utility providers. Advise on implications of findings on design.</li> <li>• Receive and review information received from the <i>Employer</i>.</li> <li>• Visit site, carry out initial appraisal and advise of physical restrictions that might affect the design and cost.</li> <li>• Advise on initial programme for delivery of the design and construction.</li> <li>• Prepare desk study collating information reasonably available relating to the site and comment on matters affecting options for design.</li> <li>• Advise on matters, regulations or guidelines with which the Project must comply or may have significant impact on the design.</li> <li>• Advise on need for: <ul style="list-style-type: none"> <li>- specialist advice and scope of services;</li> <li>- topographical, dimensional and geotechnical surveys of the site and surroundings; or</li> <li>- specialist studies or surveys.</li> </ul> </li> <li>• Co-ordinate the carrying out of surveys, specialist studies etc relevant to design input and advise.</li> <li>• Periodically review development of the design for conformity with Strategic Brief. Advise and assess on impacts of changes to the design or Strategic Brief.</li> <li>• Advise on need for quality assurance or socio-economic monitoring schemes, defects insurances and product guarantees.</li> <li>• Develop and establish primary functional requirements and design criteria including durability, maintenance, design life and environmental policy.</li> <li>• Develop strategy for use and maintenance of elements of the works and future construction</li> <li>• Contribute to risk assessment and develop proposals for mitigation.</li> <li>• Prepare design options and test options against Preparation Report and investigate alternative design solutions.</li> <li>• Establish preferred design option and prepare information including concept design drawings, preliminary design information in the form of sketches, conceptual schematic and design notes, general arrangement plans, elevations, concept details and outline performance specifications, sufficient to describe the scope, scale, form and character of the construction works stage 2 Concept Report.</li> <li>• Assist in preparation and maintenance of cash flow forecasts for monitoring expenditure.</li> <li>• Assist in formulating strategy to promote social development objectives in the execution of the Construction Contract.</li> <li>• Prepare and assemble Stage 2 Concept Report for approval.</li> <li>• Receive and with Lead Consultant, discuss and agree <i>Employer</i> comments or amendments to Stage 2 Concept Report. Advise on impact of any amendments or additional requirements and agree changes.</li> <li>• Receive <i>Employer</i> 's approval of the Stage 2 Concept Report.</li> </ul>

Stage		Activities within a stage	
No	Description	Description of stage	Design Consultant
3	Design development	<p><b>Actions:</b> developing in detail the approved concept to finalise the design and definition criteria; establishing the detailed form, character, function and cost plan; defining all components in terms of overall size, typical detail, performance and outline specification.</p> <p><b>Deliverable:</b> Employer approval of the Design Development Report, setting out the integrated developed design for the Project</p>	<p><b>Lead Consultant</b></p> <ul style="list-style-type: none"> <li>Obtain from <i>Employer</i> instruction to proceed with stage 3 and issue such instruction to Design Consultant.</li> <li>Review scope of services and agree procedures to meet project objectives</li> <li>Prepare cash flow forecasts and monitor expenditure against cost plan and report.</li> <li>Advise on effect of market conditions including forecasts of construction cost and inflation.</li> <li>Advise Design Consultant on cost and cost effectiveness of design options and strategy for use, maintenance and future construction.</li> <li>Agree options and strategy for use, maintenance and future construction with <i>Employer</i>.</li> <li>Direct specialists and suppliers to contribute to the design (wholly or part) and obtain instructions from <i>Employer</i>.</li> <li>Receive and advise on outputs of specialist studies and surveys and incorporate into the cost plan.</li> <li>Review the development of the design and requirements of specialists and suppliers for conformity with cost plan.</li> <li>Value payments to specialists for specialist studies and authorize payment by the <i>Employer</i> for such studies.</li> <li>Advise on cost implications of compliance with regulations.</li> <li>Provide cost information for liaison with utility providers.</li> <li>Monitor finalization of design criteria and obtain approval from <i>Employer</i>.</li> <li>Report to <i>Employer</i> with samples of proposed materials and obtain approval.</li> <li>Advise on procurement and cost implications of agreed scope of performance and prescriptive specifications.</li> <li>Receive advice on scope of performance and prescriptive specifications and procurement and obtain approval from <i>Employer</i>.</li> <li>Manage and monitor Design Consultant's liaison and consultations with statutory authorities to agree submission requirements and arrange for payment of required fees.</li> <li>Assemble cost plan and reports for inclusion in Stage 3 Design Development Report.</li> <li>Receive Stage 3 Design Development Report and submit to <i>Employer</i> for approval.</li> <li>Obtain, and with Design Consultant, discuss and agree <i>Employer</i> comments and or amendments to stage 3 Design Development Report. Advise on impact of any amendments or additional requirements, particularly those that impact upon cost, and agree changes. Submit agreed Stage 3 Design Development Report to <i>Employer</i> for approval.</li> <li>Obtain <i>Employer</i> approval of Stage 3 Design Development Report.</li> </ul> <p><b>Design Consultant</b></p> <ul style="list-style-type: none"> <li>Receive instruction from Lead Consultant to proceed with stage 3.</li> <li>Review scope of services and agree procedures to meet project objectives.</li> <li>Prepare design option studies for elements of various parts of the works, test against Stage 2 Concept Report, and agree with Lead Consultant the preferred design option.</li> <li>Develop strategy for use, maintenance and future construction and report to Lead Consultant.</li> <li>Receive and advise on outputs of specialist studies and surveys and incorporate into the design</li> <li>Integrate into the works, the design requirements of the various disciplines.</li> <li>Integrate into the design the design and requirements of specialists and suppliers.</li> <li>Incorporate into the design requirements of the utility providers.</li> <li>Advise on payments to specialists for specialist studies.</li> <li>As the design develops, review compliance with regulations.</li> <li>Prepare calculations in sufficient detail to facilitate and verify design development.</li> <li>Co-ordinate and liaise with utility providers regarding the provision of incoming services.</li> <li>Finalise design criteria.</li> <li>Prepare samples of proposed materials.</li> <li>Develop actions for risk mitigation and assess with Lead Consultant, impact on the design, programme and cost.</li> <li>Advise on approximate quantities of principal elements to assist in developing the cost plan.</li> <li>Establish critical construction details, tolerances, performance tolerances and anticipated movements defining critical co-ordination clearances.</li> <li>Advise on scope of performance and prescriptive specifications and procurement implications.</li> <li>Lead and co-ordinate consultations with statutory authorities to agree submission requirements and advise on fees for statutory permissions.</li> <li>Prepare design development drawings defining detailed form, function, and character of works. Define primary components in terms of overall size and typical detail. Include general arrangement plans, sections, elevations and details in drawings in sufficient detail to show design intent.</li> <li>Prepare outline specifications for components of works defining performance and quality.</li> <li>Assemble reports, advisory notes, design development drawings, outline specifications and any visualizations for inclusion in Stage 3 Design Development Report. Prepare and assemble Stage 3 Design Development Report for approval.</li> <li>Receive and with Lead Consultant, discuss and agree <i>Employer</i> comments or amendments to Stage 3 Design Development Report. Advise on impact of any amendments or additional requirements and agree changes.</li> <li>Receive <i>Employer</i>'s approval of the Stage 3 Design Development Report.</li> </ul>

Stage		Activities within a stage	
No	Description	Description of stage	Lead Consultant
4	Product information	<p><b>Actions:</b> producing the final detailing, performance definition, specification, sizing and positioning of all systems and components.</p> <p><b>Deliverable:</b> completion of integrated production information enabling either construction, where the Contractor is able to build directly from the information prepared, or the production of manufacturing and installation information for construction.</p>	<p><b>Design Consultant</b></p> <ul style="list-style-type: none"> <li>• Receive instruction from Lead Consultant to proceed with stage 4.</li> <li>• Review scope of services and agree procedures to meet project objectives.</li> <li>• Advise on the updating of the design programme.</li> <li>• Develop production information in conformity with Stage 3 Design Development Report.</li> <li>• Periodically review development of the design for conformity with Stage 3 Design Development Report. Assess need for changes and advise Lead Consultant on impact on cost and programme.</li> <li>• Prepare drawings and calculations and integrate information from suppliers, Contractor and specialists.</li> <li>• Prepare production information drawings and schedules for construction or preparation of manufacturing and installation drawings, excluding drawings and designs for temporary formwork and shop fabrication where such work is to be undertaken by the Contractor.</li> <li>• Receive setting out information and dimension drawings accordingly.</li> <li>• Prepare detailed specifications defining performance, quality and maintenance requirements for the works.</li> <li>• Prepare detailed bill of quantities.</li> </ul>

### **C3.3 ANNEXURES**

- 1. STANDARD CONDITIONS OF TENDER**
- 2. CIDB STANDARD PROFESSIONAL SERVICES OF CONTRACT**
- 3. IHR DEVELOPMENT FRAMEWORK PLAN**
- 4. GANDHI AND OHLANGE PRECINCT PLANS & CONCEPTUAL PLANS**
- 5. HEALTH AND SAFETY ASSESSMENT 2014**
- 6. NATIONAL-HERITAGE-RESOURCES-ACT-1999-1**
- 7. GOVERNMENT IMMOVABLE ASSET MANAGEMENT ACT NO 19 OF 2007**
- 8. DEPARTMENT OF PUBLIC WORKS, (PW350) STANDARD ELECTRICAL, MECHANICAL & ARCHITECTURAL GUIDELINE FOR THE DESIGN OF ACCESSIBLE BUILDINGS (FACILITIES FOR DISABLED PERSONS)**
- 9. GUIDELINES FOR INFRASTRUCTURE ASSET MANAGEMENT IN LOCAL GOVERNMENT**

**Annex F**  
(normative)

**Standard Conditions of Tender**

**F.1 General**

**F.1.1 Actions**

**F.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 F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

**F.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 ineptitude 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.

**F.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.

**F.1.2 Tender Documents**

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

**F.1.3 Interpretation**

**F.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.

**F.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.

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

- a) **conflict of interest** means any situation in which:
  - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill 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

---

## **STANDARD PROFESSIONAL SERVICES CONTRACT**

**(July 2009)**  
**(Third Edition of CIDB document 1014)**

---



Construction Industry Development Board  
Pretoria  
Tel: 012 343 7136 or 012 481 9030  
Fax: 012 343 7153  
E-mail: [cidb@cidb.org.za](mailto:cidb@cidb.org.za)

July, 2009: Edition 3 of CIDB document 1015

Standard Professional Services Contract

## C4 SITE INFORMATION