



TSHWANE AUTOMOTIVE SPECIAL ECONOMIC ZONE

AFRICA'S FIRST AUTOMOTIVE CITY

Request For Proposals	
NEC3 Professional Services Contract	
RFP Description:	Appointment of a Panel of Professional Services Providers (PSPs) from the Built Environment for the Implementation of Infrastructure Projects at TASEZ
RFP Number:	TASEZ/RFP009/2022
Closing Date:	26 th August 2022
Closing Time:	12h00
RFP Validity Period:	120 Days
Compulsory Briefing:	Compulsory Briefing Session Details:
Yes ☒	Date: Wednesday 10 th August 2022
No ☐	Time: 10h00 – 12h00
	Venue: ALSO Basement – Meet at the Corner of Alwyn and Propshaft Roads (Feltex Entrance)
TASEZ Enquiry Details:	
Name:	Lucia Buda
Contact Numbers:	012 564 3174
Email Address:	rfqs-rfps@tasez.co.za
Delivery Address:	The Procurement Officer Tshwane Automotive Special Economic Zone Automotive Supplier Park 30 Helium Road, Rosslyn Ext 2. Pretoria (Gauteng)
Special Note for Bidder:	

Bidders Name:	
Total Bid Price (All Inclusive)	R N/A

NEC3 Professional Services Contract

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Part A: Tender

Part T1: Tendering Procedures

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T1: Tendering Procedures

T1: Tender Notice and Invitation to Tender

Tenders are hereby invited for the services below.

Tender Number: TAS/RFP009/2022

Organisation: Tshwane Automotive Special Economic Zone (TASEZ) – Silverton

Division: Infrastructure Development Division

Tender Description: Appointment of a Panel of Professional Services Providers (PSPs) from the Built Environment for the Implementation of Infrastructure Projects at TASEZ

It is estimated that tenderers should have a CIDB contractor grading of or or higher. N/A
The address for collection of tender documents is: www.tasez.co.za from the 22nd July 2022 .
Queries relating to the issue of these documents may be addressed to Ms Lucia Buda, at e mail address rfqs-rfps@tasez.co.za .
A compulsory clarification meeting with representatives of the <i>Employer</i> will take place at Silverton ALSO Basement – Meet at the Corner of Alwyn and Propshaft Roads (Feltex Entrance) on 10th of August 2022 starting at 10h00 hrs.
The closing time for receipt of tenders is 12:00 hrs on 26th August 2022 . Telegraphic, telephonic, facsimile, e-mail and late tenders will not be accepted.
Tenders may only be submitted on the tender documentation that is issued.
The contract conditions will be NEC3, Third Edition - June 2005 (with amendments June 2006).
Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data and the Conditions of Tender.

We look forward to receiving your tender by the date and time stated.

Yours faithfully,

Msokoli Ntombana

Chief Executive Officer – Acting

TASEZ

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T1.2: Tender Data

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

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

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

Clause Number	Tender Data	
C1.1 Actions	The <i>Employer</i> is Tshwane Automotive Special Economic Zone (TASEZ)	
C.1.2 Tender Documents		
Tender		
	Part T1:	Tendering Procedures
	T1.1	Tender notice and invitation to tender
	T1.2	Tender data
	Part T2:	Returnable Documents
	T2.1	List of Returnable Documents
	T2.2	Returnable Schedules
The Contract		
	Part C1:	Agreements and Contract Data
	C1.1	Form of Offer and Acceptance
	C1.2	Contract Data
	Part C3:	Scope of Work
	C3	Scope of work
Annexures		

Clause Number	Tender Data
C.1.3 Interpretation C.1.3.4	Add the following new clause: <i>The tender documents have been drafted in English. The contract arising from the invitation to tender shall be interpreted and construed in English</i>
C.1.4 Communication and Employer's Agent	Agent: Ms. Lucia Buda Address: 30 Helium Road, Rosslyn Ext 2, Pretoria Tel (Office): 012 564 3174 E-Mail: rfqs-rfps@tasez.co.za
C.2.1 Eligibility (Mandatory Requirements)	Only those tenders who have in their employ a person satisfying the following criteria: Company must confirm that the key competencies / person/s are in employment of the company. It is the objective of TASEZ to appoint a Panel of Professional Service Providers per category of expertise. Tenderers can submit tenders for the professional discipline in which they have the required skills and professionally registered personnel. Appointments will be made per Professional Discipline. 1. A person(s) registered with a Professional Body in terms of the Engineering Profession Act, 2000 (Act 46 of 2000) 2. A person(s) registered with a Professional Body in terms of the Architectural Profession Act, 2000 (Act 44 of 2000) 3. A person(s) registered with a Professional Body in terms of the Project and Construction Management Profession Act, 2000 (Act 48 of 2000) 4. A person(s) registered with a Professional Body in terms of the Project and Construction Management Professions Act, 2000 (Act 46 of 2000) 5. A person(s) registered with a Professional Body in terms of the Project and Construction Management Professions Construction Regulation 2014 6. A person(s) registered with a Professional Body in terms of the Quantity Surveying Profession Act 2000 (Act 48 of 2000) 7. A person(s) registered with a Professional Body in terms of the Planning Profession Act, 2002 (Act 36 of 2002) 8. A person(s) registered with a Professional Body in terms of the National Environmental Management Act, 2002 (Act 107 of 1998)

Clause Number	Tender Data
	9. A person(s) registered as a Professional Land Surveyor in terms of the Geomatics Profession Act, 2013 (Act 19 of 2013) 10. A person(s) registered as a Professional Geotechnical Engineer and/or Professional Geotechnical Engineering Technologist in terms of the Engineering Profession Act, 2000 (Act 46 of 2002) 11. A person(s) Qualified as a Social Facilitator with a minimum NQF level 4 accredited training in Social Engagement Facilitation or Community Facilitation 12. A person(s) registered as a Professional Landscape Architect in terms of the Landscape Architect Profession Act, 2002 (Act 45 of 2002) (Refer to returnable schedule RD.C.8: Proof of Registration in terms of the relevant Professions Act, in Part T2: Returnable Schedules) Only those tenderers who score a minimum of 70 points in respect of the following criteria are eligible to submit tenders.
C2.2. Evaluation Criteria	All Functional Areas will be evaluated as follows and the required Tenderers must submit, as part of the returnables for evaluation purposes, the following document: 1. Reference and/or Testimonial Letters for similar projects completed within the past 10 Years 2. Detailed CVs and proof of Qualifications of key personnel 3. Proof of Professional Registration with the following bodies: 3.1. Engineers (Civil, Structural, Mechanical, Electrical, Geotechnical, Traffic Management) – ECSA and CESA (for the company) 3.2. Architects – SACAP 3.3. Landscape Architects – SACLAP 3.4. Project and Construction Managers – SACPCMP 3.5. Quantity Surveyors – SACSQP 3.6. Town Planners – SACPLAN 3.7. Environmental Assessment Practitioner – EAPASA 3.8. Environmental Control Officer – SACNASP

Clause Number	Tender Data
	3.9. Land Surveyors – SAGC 3.10. Health and Safety Agent – SACPCMP 3.11. IMS Practitioners – SAATCA / IRCA / CISA 3.12. Quality Control Officers – ECSA 3.13. Social Facilitators – N/A 3.14. SCM Professionals – N/A 4. Detailed implementation methodology 5. Bidders to provide their percentage fee as part of the returnables.

5.1.1. Functional Area Evaluation

Experience, Key Personnel and Local Economic Participation

5.1.1.1.1. Civil, Traffic, Structural, Electrical, Mechanical and Geotechnical Engineering

Disciplines Functional Evaluation Criteria

References Letters	No. of Letters	Points Claimable
1. <u>Company Experience</u> Bidders to submit Reference or Testimonial Letters for 10 completed Infrastructure Projects that were completed within the past 10 years. Letters or Testimonials should be submitted as indicated in the point allocation column. At least 5 of the 10 projects should have been completed within the Public Sector Environment. 1.1. Letters should be in the <u>client's letterhead</u> , <u>signed by the client</u> and with <u>contactable references</u> . 1.2. The projects must cover all the 6 ECSA stages for the built Programme 1.3. Letters should cover the <u>relevant scope</u> of the projects and the <u>timeframe</u> of the projects.	10 Projects (5 in the Public Sector)	25
	7 – 9 Projects (3-4 in the Public Sector)	20
	4 – 6 Projects (1-2 in the Public Sector)	15
	2 – 3 Projects (1 in the Public Sector)	10
	1 – 3 Projects (0 Public Sector Project)	5
	0 Years or no Submission	0
Total Points Claimable for Company Experience		25
2. <u>Key Resources Experience</u> Bidders to submit a detailed CVs of Professional Engineers (3 years post ECSA registration) in the discipline they are bidding for. 3 CVs of Engineering Professionals to be submitted with at least 21 years cumulative experience as indicated in the points allocation column. The least experience of the resources should be 3 years. If the bidder is bidding for more than one discipline, they should submit the 3 CVs for each of the discipline they are bidding for.	21 Years	25
	15 – 20 Years	20
	9 – 14 Years	15
	6 – 8 Years	10
	1 – 5 Years	5
	0 Years or no submission	0
Total Points Claimable for Company Experience		25
3. <u>Qualifications of the Key Resources</u> The bidders shall attach the proof of qualification of the key resources in the form of certificates. Points allocations for the resources will be as indicated in the points allocation column	Honours Degree or Higher	20
	B-Degree or B-Tech	15
	National Diploma (ND) (Technicon)	10
	Less than ND or no Qualification	0
Total Points Claimable for the Number of Resources		20

5.1.1.1.2. Architectural Functional Evaluation Criteria

References Letters	No. of Letters	Points Claimable
1. <u>Company Experience</u> Bidders to submit Reference or Testimonial Letters for 10 completed Infrastructure Projects that were completed within the past 10 years. Letters or Testimonials should be submitted as indicated in the point allocation column. At least 5 of the 10 projects should have been completed within the Public Sector Environment. 1.1. Letters should be in the <u>client's letterhead</u> , <u>signed by the client</u> and with <u>contactable references</u> . 1.2. The projects <u>must cover all the 6 ECSA stages</u> for the built Programme 1.3. Letters should cover the <u>relevant scope</u> of the projects and the <u>timeframe</u> of the projects.	10 Projects (5 in the Public Sector)	25
	7 – 9 Projects (3-4 in the Public Sector)	20
	4 – 6 Projects (1-2 in the Public Sector)	15
	2 – 3 Projects (1 in the Public Sector)	10
	1 – 3 Projects (0 Public Sector Project)	5
	0 Years or no Submission	0
Total Points Claimable for Company Experience		25
2. <u>Key Resources Experience</u> Bidders to submit a detailed CVs of Architects. 3 CVs of Architects to be submitted with at least <u>21 cumulative years</u> of experience of the 3 Professionals. The least experience of the resources should be 3 years. If the bidder is bidding for more than one discipline, they should submit the 3 CVs for each of the discipline they are bidding for.	21 Years	25
	15 – 20 Years	20
	9 – 14 Years	10
	4 – 8 Years	5
	0 – 3 Years	0
Total Points Claimable for Key Resources Experience		25
3. <u>Qualifications of the Key Resources</u> The bidders shall attach the proof of qualification of the key resources in the form of certificates.	Honours Degree or Higher	20
	B-Degree or B-Tech	15
	National Diploma (ND) (Technicon)	10
	No Submission	0
Total Points Claimable for the Number of Resources		20

5.1.1.1.3. Landscape Architects Functional Evaluation Criteria

References Letters	No. of Letters	Points Claimable
1. <u>Company Experience</u> Bidders to submit Reference or Testimonial Letters for 10 completed Infrastructure Projects that were completed within the past 10 years. Letters or Testimonials should be submitted as indicated in the point allocation column. At least 5 of the 10 projects should have been completed within the Public Sector Environment. 1.1. Letters should be in the <u>client's letterhead</u> , <u>signed by the client</u> and with <u>contactable references</u> . 1.2. The projects <u>must cover all the 6 ECSA stages</u> for the built Programme. 1.3. Letters should cover the <u>relevant scope</u> of the projects and the <u>timeframe</u> of the projects.	10 Projects (5 in the Public Sector)	25
	7 – 9 Projects (3-4 in the Public Sector)	20
	4 – 6 Projects (1-2 in the Public Sector)	15
	2 – 3 Projects (1 in the Public Sector)	10
	1 – 3 Projects (0 Public Sector Project)	5
	0 Years or no Submission	0
	<u>Total Points Claimable for Company Experience</u>	
2. <u>Key Resources Experience</u> Bidders to submit a detailed CVs of Landscape Architects . 3 CVs of Architects to be submitted with at least <u>21 cumulative years</u> of experience of the 3 Professionals. The least experience of the resources should be 3 years. If the bidder is bidding for more than one discipline, they should submit the 3 CVs for each of the discipline they are bidding for.	21 Years	25
	15 – 20 Years	20
	9 – 14 Years	15
	4 – 8 Years	10
	0 – 3 Years	0
<u>Total Points Claimable for Key Resources Experience</u>		<u>25</u>
3. <u>Qualifications of the Key Resources</u> The bidders shall attach the proof of qualification of the key resources in the form of certificates.	Honours Degree or Higher	20
	B-Degree or B-Tech	15
	National Diploma (ND) (Technicon)	10
	No Submission	0
<u>Total Points Claimable for the Number of Resources</u>		<u>20</u>

5.1.1.1.4. Professional Construction Project Managers Functional Evaluation Criteria

References Letters	No. of Letters	Points Claimable
1. <u>Company Experience</u> Bidders to submit Reference or Testimonial Letters for 10 completed Infrastructure Projects that were completed within the past 10 years. Letters or Testimonials should be submitted as indicated in the point allocation column. At least 5 of the 10 projects should have been completed within the Public Sector Environment. 1.1. Letters should be in the <u>client's letterhead</u> , <u>signed by the client</u> and with <u>contactable references</u> . 1.2. The projects <u>must cover all the 6 ECSA stages</u> for the built Programme 1.3. Letters should cover the <u>relevant scope</u> of the projects and the <u>timeframe</u> of the projects.	10 Projects (5 in the Public Sector)	25
	7 – 9 Projects (3-4 in the Public Sector)	20
	4 – 6 Projects (1-2 in the Public Sector)	15
	2 – 3 Projects (1 in the Public Sector)	10
	1 – 3 Projects (0 Public Sector Project)	5
	0 Years or no Submission	0
	<u>Total Points Claimable for Company Experience</u>	
2. <u>Key Resources Experience</u> Bidders to submit a detailed CV of Professional Construction Project Managers – Minimum of 3 Professionals to be submitted: 3 CVs of Professional Construction Project Managers to be submitted with at least <u>21 cumulative years</u> of experience of the 3 Professionals. The least experience of the resources should be 3 years. The Professionals should demonstrate knowledge and experience in the following contract strategies, and these must be reflected in the CV or company profiles. 1.1. NEC 3 or 4 Contracts – 5 Years 1.2. Fidic – 5 Years 1.3. JBCC – 5 Years 1.4. GCC – 5 Years If the bidder is bidding for more than one discipline, they should submit the 3 CVs for each of the discipline they are bidding for.	21 Years	25
	15 – 19 Years	20
	10 – 14 Years	15
	5 – 9 Years	10
	0 – 4 Years	0
	<u>Total Points Claimable for Key Resources Experience</u>	
1. <u>Qualifications of the Key Resources</u> The bidders shall attach the proof of qualification of the key resources in the form of certificates.	Honours Degree or Higher	20
	B-Degree or B-Tech	15
	National Diploma (ND) (Technicon)	7
	No Submission	0
<u>Total Points Claimable for the Number of Resources</u>		<u>20</u>

5.1.1.1.5. Quantity Surveyor Functional Evaluation Criteria

References Letters	No. of Letters	Points Claimable
1. <u>Company Experience</u> Bidders to submit Reference or Testimonial Letters for 10 completed Infrastructure Projects that were completed within the past 10 years. Letters or Testimonials should be submitted as indicated in the point allocation column. At least 5 of the 10 projects should have been completed within the Public Sector Environment. 1.1. Letters should be in the <u>client's letterhead</u> , <u>signed by the client</u> and with <u>contactable references</u> . 1.2. The projects <u>must cover all the 6 ECSA stages</u> for the built Programme 1.3. Letters should cover the <u>relevant scope</u> of the projects and the <u>timeframe</u> of the projects.	10 Projects (5 in the Public Sector)	25
	7 – 9 Projects (3-4 in the Public Sector)	20
	4 – 6 Projects (1-2 in the Public Sector)	15
	2 – 3 Projects (1 in the Public Sector)	10
	1 – 3 Projects (0 Public Sector Project)	5
	0 Years or no Submission	0
	<u>Total Points Claimable for Company Experience</u>	
2. <u>Key Resources Experience</u> Bidders to submit a detailed CVs of Quantity Surveyors . 3 CVs of Quantity Surveyors to be submitted with at least <u>15 cumulative years</u> of experience of the 3 Professionals. The least experience of the resources should be 3 years. If the bidder is bidding for more than one discipline, they should submit the 3 CVs for each of the discipline they are bidding for.	15 Years	25
	10 – 14 Years	20
	6 – 9 Years	15
	2 – 5 Years	10
	0 – 1 Years	0
<u>Total Points Claimable for Key Resources Experience</u>		<u>25</u>
3. <u>Qualifications of the Key Resources</u> The bidders shall attach the proof of qualification of the key resources in the form of certificates.	Honours Degree or Higher	20
	B-Degree or B-Tech	15
	National Diploma (ND) (Technicon)	10
	No Submission	0
<u>Total Points Claimable for the Number of Resources</u>		<u>20</u>

5.1.1.1.6. Land Surveyor Functional Evaluation Criteria

References Letters	No. of Letters	Points Claimable
1. <u>Company Experience</u> Bidders to submit Reference or Testimonial Letters for 10 completed Infrastructure Projects that were completed within the past 10 years. Letters or Testimonials should be submitted as indicated in the point allocation column. At least 5 of the 10 projects should have been completed within the Public Sector Environment. 1.1. Letters should be in the <u>client's letterhead</u> , <u>signed by the client</u> and with <u>contactable references</u> . 1.2. The projects <u>must cover all the 6 ECSA stages</u> for the built Programme 1.3. Letters should cover the <u>relevant scope</u> of the projects and the <u>timeframe</u> of the projects.	10 Projects (5 in the Public Sector)	25
	7 – 9 Projects (3-4 in the Public Sector)	20
	4 – 6 Projects (1-2 in the Public Sector)	15
	2 – 3 Projects (1 in the Public Sector)	10
	1 – 3 Projects (0 Public Sector Project)	5
	0 Years or no Submission	0
	<u>Total Points Claimable for Company Experience</u>	
2. <u>Key Resources Experience</u> Bidders to submit a detailed CVs of Land Surveyors . 3 CVs of Land Surveyors to be submitted with at least <u>21 cumulative years</u> of experience of the 3 Professionals. The least experience of the resources should be 3 years. If the bidder is bidding for more than one discipline, they should submit the 3 CVs for each of the discipline they are bidding for.	21 Years	25
	15 – 20 Years	20
	9 – 14 Years	15
	4 – 8 Years	10
	0 – 3 Years	0
<u>Total Points Claimable for Key Resources Experience</u>		<u>25</u>
3. <u>Qualifications of the Key Resources</u> The bidders shall attach the proof of qualification of the key resources in the form of certificates.	Honours Degree or Higher	20
	B-Degree or B-Tech	15
	National Diploma (ND) (Technicon)	10
	No Submission	0
<u>Total Points Claimable for the Number of Resources</u>		<u>20</u>

5.1.1.1.7. Town Planner Functional Evaluation Criteria

References Letters	No. of Letters	Points Claimable
1. <u>Company Experience</u> Bidders to submit Reference or Testimonial Letters for 10 completed Infrastructure Projects that were completed within the past 10 years. Letters or Testimonials should be submitted as indicated in the point allocation column. At least 5 of the 10 projects should have been completed within the Public Sector Environment. 1.1. Letters should be in the <u>client's letterhead</u> , signed by the <u>client</u> and with <u>contactable references</u> . 1.2. The projects <u>must cover all the 6 ECSA stages</u> for the built Programme 1.3. Letters should cover the <u>relevant scope</u> of the projects and the <u>timeframe</u> of the projects.	10 Projects (5 in the Public Sector)	25
	7 – 9 Projects (3-4 in the Public Sector)	20
	4 – 6 Projects (1-2 in the Public Sector)	15
	2 – 3 Projects (1 in the Public Sector)	10
	1 – 3 Projects (0 Public Sector Project)	5
	0 Years or no Submission	0
	<u>Total Points Claimable for Company Experience</u>	
2. <u>Key Resources Experience</u> Bidders to submit a detailed CVs of Town Planners . 3 CVs of Town Planners to be submitted with at least <u>21 cumulative years</u> of experience of the 3 Professionals. The least experience of the resources should be 3 years. If the bidder is bidding for more than one discipline, they should submit the 3 CVs for each of the discipline they are bidding for.	21 Years	25
	15 – 20 Years	20
	9 – 14 Years	15
	4 – 8 Years	10
	0 – 3 Years	0
<u>Total Points Claimable for Key Resources Experience</u>		<u>25</u>
3. <u>Qualifications of the Key Resources</u> The bidders shall attach the proof of qualification of the key resources in the form of certificates.	Honours Degree or Higher	20
	B-Degree or B-Tech	15
	National Diploma (ND) (Technicon)	10
	No Submission	0
<u>Total Points Claimable for the Number of Resources</u>		<u>20</u>

5.1.1.1.8. Environmental Control Officer Functional Evaluation Criteria

References Letters	No. of Letters	Points Claimable
1. <u>Company Experience</u> Bidders to submit Reference or Testimonial Letters for 10 completed Infrastructure Projects that were completed within the past 10 years. Letters or Testimonials should be submitted as indicated in the point allocation column. At least 5 of the 10 projects should have been completed within the Public Sector Environment. 1.1. Letters should be in the <u>client's letterhead</u> , <u>signed by the client</u> and with <u>contactable references</u> . 1.2. The projects <u>must cover all the 6 ECSA stages</u> for the built Programme 1.3. Letters should cover the <u>relevant scope</u> of the projects and the <u>timeframe</u> of the projects.	10 Projects (5 in the Public Sector)	25
	7 – 9 Projects (3-4 in the Public Sector)	20
	4 – 6 Projects (1-2 in the Public Sector)	15
	2 – 3 Projects (1 in the Public Sector)	10
	1 – 3 Projects (0 Public Sector Project)	5
	0 Years or no Submission	0
	<u>Total Points Claimable for Company Experience</u>	
2. <u>Key Resources Experience</u> Bidders to submit a detailed CVs of Environmental Control Officers . 3 CVs of Environmental Control Officer to be submitted with at least <u>15 cumulative years</u> of experience of the 3 Professionals. The least experience of the resources should be 3 years. If the bidder is bidding for more than one discipline, they should submit the 3 CVs for each of the discipline they are bidding for.	15 Years	25
	10 – 14 Years	20
	6 – 9 Years	15
	2 – 5 Years	10
	0 – 1 Years	0
	<u>Total Points Claimable for Key Resources Experience</u>	
3. <u>Qualifications of the Key Resources</u> The bidders shall attach the proof of qualification of the key resources in the form of certificates.	Honours Degree or Higher	20
	B-Degree or B-Tech	15
	National Diploma (ND) (Technicon)	10
	No Submission	0
	<u>Total Points Claimable for the Number of Resources</u>	

5.1.1.1.9. Environmental Assessment Practitioner Functional Evaluation Criteria

References Letters	No. of Letters	Points Claimable
1. <u>Company Experience</u> Bidders to submit Reference or Testimonial Letters for 10 completed Infrastructure Projects that were completed within the past 10 years. Letters or Testimonials should be submitted as indicated in the point allocation column. At least 5 of the 10 projects should have been completed within the Public Sector Environment. 1.1. Letters should be in the <u>client's letterhead</u> , <u>signed by the client</u> and with <u>contactable references</u> . 1.2. The projects <u>must cover all the 6 ECSA stages</u> for the built Programme 1.3. Letters should cover the <u>relevant scope</u> of the projects and the <u>timeframe</u> of the projects.	10 Projects (5 in the Public Sector)	25
	7 – 9 Projects (3-4 in the Public Sector)	20
	4 – 6 Projects (1-2 in the Public Sector)	15
	2 – 3 Projects (1 in the Public Sector)	10
	1 – 3 Projects (0 Public Sector Project)	5
	0 Years or no Submission	0
	<u>Total Points Claimable for Company Experience</u>	
2. <u>Key Resources Experience</u> Bidders to submit a detailed CVs of Environmental Assessment Practitioners . 3 CVs of Environmental Assessment Practitioners to be submitted with at least <u>15 cumulative years</u> of experience of the 3 Professionals. The least experience of the resources should be 3 years. If the bidder is bidding for more than one discipline, they should submit the 3 CVs for each of the discipline they are bidding for.	15 Years	25
	10 – 14 Years	20
	6 – 9 Years	15
	2 – 5 Years	10
	0 – 1 Years	0
<u>Total Points Claimable for Key Resources Experience</u>		<u>25</u>
3. <u>Qualifications of the Key Resources</u> The bidders shall attach the proof of qualification of the key resources in the form of certificates.	Honours Degree or Higher	20
	B-Degree or B-Tech	15
	National Diploma (ND) (Technicon)	10
	No Submission	0
<u>Total Points Claimable for the Number of Resources</u>		<u>20</u>

5.1.1.1.10. Health and Safety Agent Functional Evaluation Criteria

References Letters	No. of Letters	Points Claimable
1. <u>Company Experience</u> Bidders to submit Reference or Testimonial Letters for 10 completed Infrastructure Projects that were completed within the past 10 years. Letters or Testimonials should be submitted as indicated in the point allocation column. At least 5 of the 10 projects should have been completed within the Public Sector Environment. 1.1. Letters should be in the <u>client's letterhead</u> , <u>signed by the client</u> and with <u>contactable references</u> . 1.2. The projects <u>must cover all the 6 ECSA stages</u> for the built Programme 1.3. Letters should cover the <u>relevant scope</u> of the projects and the <u>timeframe</u> of the projects.	10 Projects (5 in the Public Sector)	25
	7 – 9 Projects (3-4 in the Public Sector)	20
	4 – 6 Projects (1-2 in the Public Sector)	15
	2 – 3 Projects (1 in the Public Sector)	10
	1 – 3 Projects (0 Public Sector Project)	5
	0 Years or no Submission	0
	<u>Total Points Claimable for Company Experience</u>	
2. <u>Key Resources Experience</u> Bidders to submit a detailed CVs of Health and Safety Agents . 3 CVs of Health and Safety Agents to be submitted with at least <u>15 cumulative years</u> of experience of the 3 Professionals. The least experience of the resources should be 3 years. If the bidder is bidding for more than one discipline, they should submit the 3 CVs for each of the discipline they are bidding for.	15 Years	25
	10 – 14 Years	20
	6 – 9 Years	15
	2 – 5 Years	10
	0 – 1 Years	0
	<u>Total Points Claimable for Key Resources Experience</u>	
3. <u>Qualifications of the Key Resources</u> The bidders shall attach the proof of qualification of the key resources in the form of certificates.	Honours Degree or Higher	20
	B-Degree or B-Tech	15
	National Diploma (ND) (Technicon)	10
	No Submission	0
	<u>Total Points Claimable for the Number of Resources</u>	

5.1.1.1.1. Quality Control (QC) Officers Functional Evaluation Criteria

References Letters	No. of Letters	Points Claimable
1. <u>Company Experience</u> Bidders to submit Reference or Testimonial Letters for similar projects that were completed within the past 10 years. 1.1. Letters should be in the <u>client's letterhead</u> , <u>signed by the client</u> and with <u>contactable references</u> . 1.2. Letters should cover the <u>relevant scope</u> of the projects and the <u>timeframe</u> of the projects. 1.3. The scope should cover Construction Quality Control (Quality Planning, Implementation and Monitoring / inspections, QC Documentation Management and Review in the following fields, Civil, Mechanical and Electrical)	10 Projects	25
	7 – 9 Projects	20
	4 – 6 Projects	15
	2 – 3 Projects	10
	1 – 3 Projects	5
	0 Years or no Submission	0
	<u>Total Points Claimable for Company Experience</u>	
2. <u>Key Resources Experience</u> Bidders to submit a detailed CVs and <u>Qualification</u> of QC Officers. 3 CVs of QC Officers to be submitted with at least <u>15 cumulative years</u> of experience of the 3 Professionals. QC Officers – 7 Years' Experience and the following minimum qualifications: - 2.1. ND (Technikon) in Civil Engineering 2.2. ND (Technikon) in Mechanical Engineering 2.3. ND (Technikon) in Electrical Engineering	15 Years	25
	10 – 14 Years	20
	6 – 9 Years	15
	2 – 5 Years	10
	0 – 1 Years	0
	<u>Total Points Claimable for Key Resources Experience</u>	
3. <u>Qualifications of the Key Resources</u> The bidders shall attach the proof of qualification of the key resources in the form of certificates.	Honours Degree or Higher	20
	B-Degree or B-Tech	15
	National Diploma (ND) (Technicon)	10
	No Submission	0
<u>Total Points Claimable for the Number of Resources</u>		<u>20</u>

5.1.1.1.12. IMS Practitioners Functional Evaluation Criteria

References Letters	No. of Letters	Points Claimable
1. <u>Company Experience</u> Bidders to submit Reference or Testimonial Letters for similar projects that were completed within the past 10 years. 1.1. Letters should be in the <u>client's letterhead</u> , <u>signed by the client</u> and with <u>contactable references</u> . 1.2. Letters should cover the <u>relevant scope</u> of the projects and the <u>timeframe</u> of the projects. 1.3. The scope should cover Integrated Management Systems (IMS) Implementation, Training and Auditing. This scope should cover ISO 9001, ISO 14 001, ISO 45 001, ISO 20 000 and ISO 27 001. Service providers to submit	10 Projects	25
	7 – 9 Projects	20
	4 – 6 Projects	15
	2 – 3 Projects	10
	1 – 3 Projects	5
	0 Years or no Submission	0
Total Points Claimable for Company Experience		25
2. <u>Key Resources Experience</u> Bidders to submit a detailed CVs and <u>Qualification</u> of IMS Practitioners. 5 CVs of IMS Practitioners to be submitted with a years' experience of each of the <u>4 Practitioners</u> . The following are required: - 2.1. Quality Practitioners – B Tech Quality + Registered QMS Auditor + 7 Years' Experience. 2.2. Safety Practitioner – B Tech Safety Management + Registered SMS Auditor + 7 Years' Experience. 2.3. Occupational Health Practitioner – B Tech Occupational Health Management + Registered OHMS Auditor + 7 Years' Experience. 2.4. Environmental Practitioner – B Tech Environmental Management + Registered EMS Auditor + 7 Years' Experience.	<u>5 Practitioners</u> + (7 Years' Experience of Each Resource)	25
	<u>5 Practitioners</u> + (6 – 7 Years' Experience of Each Resource)	20
	<u>5 Practitioners</u> + (4 – 5 Years' Experience of Each Resource)	15
	<u>5 Practitioners</u> + (1 – 3 Years' Experience of Each Resource)	10
	No Submission	0
Total Points Claimable for Key Resources Experience		25
3. <u>Qualifications of the Key Resources</u> The bidders shall attach the proof of qualification of the key resources in the form of certificates.	Honours Degree or Higher	20
	B-Degree or B-Tech	15
	National Diploma (ND) (Technicon)	10
	No Submission	0
Total Points Claimable for the Number of Resources		20

5.1.1.1.13. Social Facilitator Functional Evaluation Criteria

References Letters	No. of Letters	Points Claimable
1. <u>Company Experience</u> Bidders to submit Reference or Testimonial Letters for similar projects that were completed within the past 5 years. At least 3 projects should have been completed within the Public Sector Environment. 1.1. Letters should be in the <u>client's letterhead</u> , <u>signed by the client</u> and with <u>contactable references</u> . 1.2. Letters should cover the <u>relevant scope</u> , <u>value</u> of the projects and the <u>timeframe</u> of the projects.	5 Projects (3 in the Public Sector)	25
	3 – 4 Projects (2 in the Public Sector)	20
	1 – 2 Projects (1 in the Public Sector)	15
	0 Years or no Submission	0
	<u>Total Points Claimable for Company Experience</u>	
2. <u>Key Resources Experience</u> Bidders to submit a detailed CVs of Social Facilitators . 3 CVs of Social Facilitators to be submitted with at least <u>15 cumulative years</u> of experience of the 3 Professionals.	15 Years	25
	10 – 14 Years	20
	6 – 9 Years	15
	2 – 5 Years	10
	0 – 1 Years	0
	<u>Total Points Claimable for Key Resources Experience</u>	
3. <u>Qualifications of the Key Resources</u> The bidders shall attach the proof of qualification of the key resources in the form of certificates.	Honours Degree or Higher	20
	B-Degree or B-Tech	15
	National Diploma (ND) (Technicon)	10
	No Submission	0
	<u>Total Points Claimable for the Number of Resources</u>	

5.1.1.1.14. Supply Chain Management Professional Functional Evaluation Criteria

References Letters	No. of Letters	Points Claimable
1. <u>Company Experience</u> Bidders to submit Reference or Testimonial Letters for 10 completed Infrastructure Projects that were completed within the past 10 years. Letters or Testimonials should be submitted as indicated in the point allocation column. At least 7 of the 10 projects should have been completed within the Public Sector Environment. 1.1. Letters should be in the <u>client's letterhead, signed by the client</u> and with <u>contactable references</u> . 1.2. The projects should have been within the built environment 1.3. Letters should cover the <u>relevant scope</u> of the projects and the <u>timeframe</u> of the projects.	10 Projects (7 in the Public Sector)	25
	5 – 6 Projects (3-4 in the Public Sector)	20
	3 – 4 Projects (1-2 in the Public Sector)	15
	1 – 2 Projects (1 in the Public Sector)	10
	0 Years or no Submission	0
Total Points Claimable for Company Experience		25
2. <u>Key Resources Experience</u> Bidders to submit a detailed CVs of Supply Chain Management Professionals . 3 CVs of Supply Chain Management Professionals to be submitted with at least 15 cumulative years of experience of the 3 Professionals.	15 Years	10
	10 – 14 Years	7
	6 – 9 Years	5
	1 – 5 Years	3
	0 Years	0
Total Points Claimable for Key Resources Experience		10
3. <u>Value of Projects Executive</u> Bidders shall submit proof of projects implemented including the values.	R100 million	15
	R70m – R99m	12
	R40m – R69m	9
	R20m – R39m	5
	Less than R20m	0
Total Points Claimable for Projects Executed		15
4. <u>Qualifications of the Key Resources</u> The bidders shall attach the proof of qualification of the key resources in the form of certificates.	Honours Degree or Higher	20
	B-Degree or B-Tech	15
	National Diploma (ND) (Technicon)	10
	No Submission	0
Total Points Claimable for the Number of Resources		20

Clause Number	Tender Data	
5.1.1.2. <u>Project Implementation Methodology</u>		
<u>Project Implementation Methodology</u> Tenderer to submit a project implementation methodology that is specific to this scope of works for evaluation. The methodology must address the lifecycle of the project and key to this are the following elements: 1. Project Management 2. Cost Management 3. Schedule Management 4. Quality Management 5. Performance Management	Good understanding of what is required. The methodology addressed 100% of the requirements	20
	Good understanding of what is required. The methodology addressed 75% of the requirements	15
	Satisfactory understanding of what is required. The methodology addressed 50% of the requirements	10
	Poor understanding of what is required. The methodology addressed 25% of the requirements	5
	Poor understanding of the requirements. Submitted methodology does not address any of the 5 key elements as identified or there has been no submission of the plan.	0
	<u>Total Points Claimable for Project Methodology</u>	

Clause Number		Tender Data
C.2.2	Cost of Tendering	The employer will not compensate the tenderer for any costs incurred in attending interviews or making any submissions in the office of the employer.
C.2.5	Reference Documents	Add the following: Unless specified otherwise in this document, the following standards and conditions of contract will be applicable under this Contract: The latest print version as current at 30 days before close of tenders of the document "NEC3: Professional Services Contracts, April 2013" including corrections thereto as current at 30 days before close of tenders.
C.2.7	Clarification Meeting	The arrangements for a <u>compulsory clarification</u> meeting are as stated in the tender notice and invitation to tender Confirmation of attendance will be recorded on site in the attendance register to be signed by all tenderers. Addenda will be issued to, and tenders received from those tendering entities appearing on the attendance register. Tender documents will not be made available at the clarification meeting.
C.2.8	Seek Clarification	Replace the clause with the following: Request clarification of the tender documents, if necessary, by notifying the employer at <u>least 5 (Five) working days</u> before the closing time stated in the tender data.
C.2.12	Alternative Offers	Alternative tender offers will <u>not</u> be considered.
C.2.13	Submitting a Tender Offer	- The tender offer shall be completed in non-erasable black ink - Any entry made by the tenderer in the document which the tenderer desires to change, shall not be erased or painted out. A line shall be drawn through the incorrect entry and the correct entry shall be written above in non-erasable black ink and the full signature of the tenderer shall be placed next to the correction.
C.2.13.3		Parts of each tender offer communicated on paper shall be submitted as an original, In addition to the hard copy submission, each tenderer is required to submit a scanned copy of the fully completed and signed

Clause Number		Tender Data
		tender submission document. This must be in a <u>flash disc</u> attached to the original tender submission documents, adequately identifiable as belonging to the tenderer, be in PDF format scanned at 400 DPI, and be in <u>Full Colour</u> .
C.2.13.4		Add the following to the clause <i>Only authorised signatories may sign the original and all copies of the tender offer where required.</i> <i>In the case of a ONE-PERSON CONCERN submitting a tender, this shall be clearly stated.</i> <i>In the case of a COMPANY submitting a tender, include a copy of a <u>resolution by its board of directors</u> authorising a director or other official of the company to sign the documents on behalf of the company.</i> <i>In the case of a CLOSE CORPORATION submitting a tender, include a copy of a <u>resolution by its members</u> authorising a member or other official of the corporation to sign the documents on each member's behalf.</i> <i>In the case of a PARTNERSHIP submitting a tender, <u>all the partners</u> shall sign the documents, unless one partner or a group of partners has been authorised to sign on behalf of each partner, in which case <u>proof of such authorisation</u> shall be included in the Tender.</i> <i>In the case of a JOINT VENTURE/CONSORTIUM submitting a tender, include <u>a resolution of each company</u> of the joint venture together with a <u>resolution by its members</u> authorising a member of the joint venture to sign the documents on behalf of the joint venture.</i> <u>Accept that failure to submit proof of authorisation to sign the</u>

Clause Number		Tender Data
		<u>tender shall result in the tender offer being regarded as non-responsive</u>
C.2.13.5		The identification details are:
		Tender Reference: TAS/RFP009/2022
		Tender Description: Appointment of a Panel of Professional Services Providers (PSPs) from the Built Environment for the Implementation of Infrastructure Projects at TASEZ
		Closing Time: 12h00
		Closing Date: 26 August 2022
		Each tender shall be enclosed in a sealed envelope, bearing the correct identification details and shall be placed in the tender box located at: Tshwane Automotive Special Economic Zone Automotive Supplier Park 30 Helium Road, Rosslyn Ext 2, Pretoria. This address is 24 hours available for delivery of tender offers.
C.2.13.9		Telephonic, telegraphic, telex, facsimile or e-mailed offers <u>will not</u> be accepted.
C.2.13.10		<u>Add</u> the following sub- clause C.2.13.10: Accept that all conditions, which are printed or written upon any stationery used by the Tenderer for the purpose of or in connection with the submission of a tender offer for this Contract, which are in conflict with the conditions laid down in this document shall be waived, renounced and abandoned.
C.2.14	Information and Data to be Completed in all Respects	Add the following to the clause: The Tenderer is required to enter information in the following sections of the document:
		Section T2.2: Returnable Schedules
		Section C1.1: Form of Offer and Acceptance
		Section C1.2: Contract Data (Part 2)
		The above sections shall be signed by the Tenderer (and witnesses

Clause Number		Tender Data
		where required). Individual pages should only be initialed by the successful Tenderer and by the witnesses after acceptance by the <i>Employer</i> of the Tender Offer.
		The Tenderer shall complete and sign the Form of Offer prior to the submission of a Tender Offer.
		The Schedule of Deviations (if applicable) shall be signed by the successful Tenderer after acceptance by the <i>Employer</i> of the Tender Offer.
		Accept that failure on the part of the Tenderer to submit any one of the Returnable Documents listed in Part T2 – Returnable Documents within the period stipulated, shall be just cause for the <i>Employer</i> to consider the tender offer as being regarded as non-responsive.
		Accept that the <i>Employer</i> shall in the evaluation of tender offers take due account of the Tenderer's past performance in the execution of similar engineering works of comparable magnitude, and the degree to which he possesses the necessary technical, financial and other resources to enable him to complete the Works successfully within the contract period. Satisfy the <i>Employer</i> and the Engineer as to his ability to perform and complete the Works timeously, safely and with satisfactory quality, and furnish details in Part T2 – Returnable Documents.
C.2.15	Closing Time	The closing time for submission of tender offers is stated in the tender notice and invitation to tender.
C.2.16	Tender Offer Validity	The tender offer validity period is 120 days .
C.2.16.5		Add the following new clause If the tender validity period expires on a Saturday, Sunday or public holiday, the tender offer shall remain valid and open for acceptance until closure of business on the following working day.
C.2.18	Provide Other Material	The tenderer shall, when requested by the employer to do so, submit the names of all design, management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
C.2.20	Submit Securities, bonds, policies,	The tenderer is required to submit with his tender proof of his Professional Indemnity Insurance .

Clause Number		Tender Data
	etc.	
C.2.23	Certificates	Refer to part T2 of this procurement document for a list of the documents that are to be returned with the tender.
C.2.24	Canvassing and obtaining of additional information by tenderers	Add the following new clause The Tenderer shall not make any attempt either directly or indirectly to canvass any of the <i>Employer's</i> officials or the <i>Employer's</i> agent in respect of his tender, after the opening of the tenders but prior to the <i>Employer</i> arriving at a decision thereon. The Tenderer shall not make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders.
C.2.25	Prohibitions on awards to persons in service of the state	Add the following new clause The <i>Employer</i> is prohibited to award a tender to a person - a) who is in the service of the state; or b) if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or c) a person who is an advisor or consultant contracted with the municipality or municipal entity. In the Service of the State means to be - a) a member of: - (1) any municipal council (2) any provincial legislature; or (3) the National Assembly or the National Council of Provinces b) a member of the board of directors of any municipal entity c) an official of any municipality or municipal entity d) an employee of any national or provincial department e) provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999) f) a member of the accounting authority of any national or provincial public entity; or g) an employee of Parliament or a provincial legislature.

Clause Number		Tender Data
		In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 of this procurement document must be completed.
C.2.26	Awards to close family members of persons in the service of the state	Add the following new clause Accept that the notes to the <i>Employer's</i> annual financial statements must disclose particulars of any award of more than R2000 to a person who is a spouse, child or parent of a person in the service of the state (defined in clause F2.25), or has been in the service of the state in the previous twelve months, including - a) the name of that person b) the capacity in which that person is in the service of the state; and c) the amount of the award. In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 of this procurement document must be completed.
C.2.28	Tax	Add the following new clause National Treasury SCM Instruction no. 7 of 2017/18 clause 4 application during SCM Processes state that: The designated official(s) must verify the tenderer's tax compliance status prior to the finalisation of the award of the tender or price quotation. Where the recommended tenderer is not tax compliant, the tenderer should be notified of their non-compliant status and the tenderer must be requested to submit to the municipality or municipal entity, within 7 working days, written proof from South African Revenue Services of their tax compliance status or proof from SARS that they have made an arrangement to meet their outstanding tax obligations. The proof of tax compliance status submitted by the tenderer to the municipality or municipal entity must be verified via the Central Supplier Database or eFiling Accept that the tenderer will be rejected if such tenderer fails to provide proof of tax compliance status in terms of clause 4.2 of National Treasury SCM Instruction no. 7 of 2017/18
C2.29	B-BBEE Status Level of Contributor	Add the following new clause A valid B-BBEE Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the

Clause Number		Tender Data
		Close Corporation Act (CCA) must be submitted with this tender document In the case of a Joint Venture/Consortium a valid B-BBEE Status Level of Contributor certificate must be submitted by each individual party to the Joint Venture/Consortium. Failure by the tenderer to comply with this clause will result in the tenderer scoring 0 points for preference.
C.3.1	Respond to requests from the tenderer	
C.3.1.1		The employer will respond to requests for clarification up to 5 (Five) working days before the tender closing time.
C.3.4	Opening of tender submissions	There will not be any opening of the tenders on the closing date and time for tenders.
C.3.11	Evaluation of tender offers	All tenderers who submitted responsive tenders will be accepted on the panel
C.3.11.1	General	Method 1 will be used to evaluate all responsive tender offers in terms of Clause C.3.11.2 of the Standard Conditions of Tender
C.3.13	Acceptance of Tender Offer	Tender offers will only be accepted if: a) the tenderer complies with the eligibility criteria stated in clause C.2.1 b) the tenderer is able to provide proof of tax compliance status in terms of clause 4.2 of National Treasury SCM Instruction no. 7 of 2017/18 c) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector d) the tenderer has not: - (1) abused the <i>Employer's</i> Supply Chain Management System or (2) failed to perform on any previous contract and has been given a written notice to this effect

Clause Number		Tender Data
		e) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract f) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;
C. 3.17	Copies of Contract	One signed copy of contract shall be provided by the Employer to the successful Tenderer.

T1.3 Standard Conditions of Tender

1. General

1.1. Actions

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

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

Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.

2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

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

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contract.

1.2. Tender Documents

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

1.3. Interpretation

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.

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.

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

1.3.3.1 **Conflict of interest** means any situation which:

1.3.3.1.1 Someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially

1.3.3.1.2 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

1.3.3.1.3 Incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.

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

1.3.3.3 **Corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process

1.3.3.4 **Fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at

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artificial levels

1.3.4. Communication and Employer's agent

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

1.3.5. Cancellation and re-invitation of tenders

1.3.3.5 An organ of state may, prior to the award of the tender, cancel the tender if-

1.3.5.1.1. Due to changed circumstances, there is no longer a need for the services, works or goods requested; or

1.3.5.1.2. Funds are no longer available to cover the total envisaged expenditure

1.3.5.1.3. No acceptable tenders are received; or

1.3.5.1.4. There is a material irregularity in the tender process.

1.3.3.6 The decision to cancel the tender must be published in the same manner in which the original tender invitation was advertised.

1.3.3.7 An Employer may only with the prior approval of the relevant treasury cancel a tender invitation for a second time.

1.3.6. Procurement procedures

1.3.3.8 General

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

1.3.3.9 Competitive negotiation procedure

1.3.6.1.1. Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions.

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Notwithstanding the requirements of C.3.4, the Employer shall announce only the names of the tenderers who make a submission. The requirements of C.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

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

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

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

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

1.3.3.10 Proposal procedure using the two stage-system

1.3.6.1.6. Option 1

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around

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which a contract may be negotiated. The Employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

1.3.6.1.7. Option 2

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

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

2. Tenderer's obligations

2.1. Eligibility

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

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

2.2. Cost of tendering

2.2.1. Accept that, unless otherwise stated in the tender data, the Employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing

necessary to demonstrate that aspects of the offer complies with requirements.

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

2.3. Check documents

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

2.4. Confidentiality and copyright of documents

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

2.5. Reference documents

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

2.6. Acknowledge addenda

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

2.7. Clarification meeting

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

2.8. Seek clarification

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

2.9. Insurance

Be aware that the extent of insurance to be provided by the Employer (if any) might not be for the full cover required in terms of the conditions of contract

identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

2.10. Pricing the tender offer

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

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

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

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

2.11. Alterations to documents

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

2.12. Alternative tender offers

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

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

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

2.13. Submitting a tender offer

2.13.1. Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or

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supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

- 2.13.2. Return all returnable documents to the Employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.
- 2.13.3. Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the Employer.
- 2.13.4. Sign the original and all copies of the tender offer where required in terms of the tender data. The Employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the Employer shall hold liable for the purpose of the tender offer.
- 2.13.5. Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the Employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- 2.13.6. Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the Employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- 2.13.7. Seal the original tender offer and copy packages together in an outer package that states on the outside only the Employer's address and identification details as stated in the tender data.
- 2.13.8. Accept that the Employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
- 2.13.9. Accept that tender offers submitted by facsimile or e-mail will be

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rejected by the Employer, unless stated otherwise in the tender data.

2.14. Information and data to be completed in all respects

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

2.15. Closing time

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

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

2.16. Tender offer validity

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

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

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

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

2.17. Clarification of tender offer after submission

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

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position of tenderers or substance of the tender offer is sought, offered, or permitted.

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

2.18. Provide other material

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

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

2.18.3. Dispose of samples of materials provided for evaluation by the Employer, where required.

2.19. Inspections, test and analysis

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

2.20. Submit securities, bonds and policies

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

2.21. Check final draft

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

2.22. Return of other tender documents

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

2.23. Certificates

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

3. The Employer's undertakings

3.1. Respond to requests from the tenderer

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

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

3.1.2.1. an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;

3.1.2.2. the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or

3.1.2.3. in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

3.2. Issue addenda

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

3.3. Return late tender offers

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

3.4. Opening of tender submissions

3.4.1. Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend

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at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

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

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

3.5. Two-envelope system

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

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

3.6. Non-disclosure

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

3.7. Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender

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offer) if it is established that he engaged in corrupt or fraudulent practices.

3.8. Test for responsiveness

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

3.8.1.1. Complies with the requirements of these Conditions of Tender,

3.8.1.2. Has been properly and fully completed and signed, and

3.8.1.3. Is responsive to the other requirements of the tender documents.

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

3.8.2.1. Detrimentially affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,

3.8.2.2. Significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or

3.8.2.3. Affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

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

3.9. Arithmetical errors, omissions and discrepancies

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

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

3.9.2.1. The gross misplacement of the decimal point in any unit rate

3.9.2.2. Omissions made in completing the pricing schedule or bills of quantities; or

3.9.2.3. Arithmetic errors in:

3.9.2.3.1. Line-item totals resulting from the product of a unit

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rate and a quantity in bills of quantities or schedules of prices; or

3.9.2.3.2. The summation of the prices.

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

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

3.9.4.1. If bills of quantities or pricing schedules apply and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the line-item total shall govern, and the rate shall be corrected.

3.9.4.2. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line-item total as quoted shall govern, and the unit rate shall be corrected.

3.9.4.3. Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern, and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

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

3.10. Clarification of a tender offer

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

3.11. Evaluation of tender offers

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

3.11.2. Conditions of tender are by definition the document that establishes a

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

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

3.11.3. The activities associated with evaluating tender offers are as follows:

3.11.3.1. Open and record tender offers received

3.11.3.2. Determine whether or not tender offers are complete

3.11.3.3. Determine whether or not tender offers are responsive

3.11.3.4. Evaluate tender offers

3.11.3.5. Determine if there are any grounds for disqualification

3.11.3.6. Determine acceptability of preferred tenderer

3.11.3.7. Prepare a tender evaluation report

3.11.3.8. Confirm the recommendation contained in the tender evaluation report

3.11.4. General

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

3.12. Insurance provided by the Employer

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

3.13. Acceptance of tender offer

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

3.13.1. Is not under restrictions, or has principals who are under restrictions, preventing participating in the Employer's procurement,

3.13.2. Can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,

3.13.3. Has the legal capacity to enter into the contract,

3.13.4. Is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,

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- 3.13.5. Complies with the legal requirements, if any, stated in the tender data, and
- 3.13.6. Is able, in the opinion of the Employer, to perform the contract free of conflicts of interest.
- 3.14. Prepare contract documents
 - 3.14.1. If necessary, revise documents that shall form part of the contract and that were issued by the Employer as part of the tender documents to take account of:
 - 3.14.1.1. Addenda issued during the tender period,
 - 3.14.1.2. Inclusion of some of the returnable documents, and
 - 3.14.1.3. Other revisions agreed between the employer and the successful tenderer.
 - 3.14.2. Complete the schedule of deviations attached to the form of offer and acceptance, if any.
- 3.15. Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.
- 3.16. Registration of the award
 - 3.16.1. An Employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the CIDB Register of Projects.
 - 3.16.2. After the successful tenderer has been notified of the Employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.
- 3.17. Provide copies of the contracts

Provide to the successful tenderer the number of copies stated in the tender data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.
- 3.18. Provide written reasons for actions taken

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

commercial interests of tenderers or might prejudice fair competition between tenderers.

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Part B: Tender

Part T2: Returnable Documents

Document Reference	Title	No of pages
T2.1	List of Returnable Documents	Page 51
T2.2	Returnable Schedules	Page 54

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T2.1 List of Returnable Documents

The Tenderers shall take note of the required returnable schedules that must be fully complied with and submitted with their tender submission. It is the responsibility of the Tenderer to ensure that the information submitted is sufficient to evaluate their tender and design for the system. Failure to fully complete and duly sign the applicable documents and submit all required attachments will render the tender non-responsive resulting in disqualification.

1. Administrative Returnable Documents Required for Tender Evaluation

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

Table 1: Administrative Requirements

Document that must be Submitted	Returnables for the RFP
Company Registration Documents	The Tenderer to submit their proof of registration with CIPC
<u>Valid</u> Tax Pin	The Tenderer must submit a <u>valid</u> Tax Pin
<u>Valid</u> CSD report	Submit a <u>valid</u> CSD not older than three (3) months
<u>Valid</u> B-BBEE Certificate or Certified Copy EME – Sworn Affidavit QSE – SANAS Accredited	The Tenderer must submit <u>valid</u> B-BBEE Certificates or Sworn Affidavits. Trusts, Consortiums or Joint Ventures (including unincorporated consortia and joint ventures) must submit as follows - Individual B-BBEE Certificate - Consolidated B-BBEE Certificate for the Trust, Consortium, Joint Venture indicating the B-BBEE level for the Organisation.
SBD 1 – Invitation to Tender	Fully completed and signed SBD 1 form. In case of a Joint Venture / Consortium, a separate SBD 1 form in respect of each party to the JV must be completed and submitted.
Pricing Schedule	Completed, priced and signed pricing schedule for the solution to be implemented / Pricing Schedule clearly legible with permanent ink
UIF Compliance Certificate	The Tenderer must attach a proof of UIF compliance Certificate

2. Mandatory Returnable Documents

Failure to submit all mandatory requirements will result in submissions being **deemed null and void** and shall be considered **"non-responsive"** and therefore not considered further.

Note: Bidders that are blacklisted by national Treasury will not be consider in this bid.

Table 2: Mandatory Requirements

Description	Compliant	Non-Compliant
1) Proof of Professional indemnity insurance cover shall be as follows: 1.1. Architectural, Quantity Surveying, Land Surveyors, Geotechnical, Civil & structural engineering is R5 million in respect of each claim, without limit to the number of claims. 1.2. Occupational Health and Safety Agents (Consultants), Social Facilitation, Electrical, Mechanical Engineering is R3 million in respect of each claim, without limit to the number of claims. 1.3. Those not defined above should submit an indemnity insurance to the value of R5 million in respect to each claim, without limit to the number of claims.		
2) Submit a <u>valid</u> Letter of Good Standing issued by the Department of Labour or RMA.		
3) Proof of Registration with the relevant Professional Bodies (where applicable), in the discipline that the Tenderers wish to be considered		
4) Valid ISO 9001 Certification – for Civil, Traffic, Structural, Electrical, Mechanical and Geotechnical Engineering Disciplines. Valid ISO 9001 Certifications for Quality Professionals Valid ISO 14 001 Certification for Environmental Professionals Valid ISO 45 001 Certification – Health and Safety Professionals		
5) Fully Completed and duly signed SBD 4 – Declaration of Interest		
6) Fully Completed and duly signed Certificate of Authority for Signatory		
7) Fully Completed and duly signed Certificate of Authority for Joint Ventures and Consortia		

3. Returnables Required for Technical / Functionality Evaluation

Only tenders that comply with the indicated Mandatory and Administrative Requirements will be considered for the Technical / Functional Evaluation Stage.

The Technical / Functional Evaluation criteria for this tender is indicated in tables below including the scoring system and weight allocation that will be used for the evaluation of the tenders. Tenderer are required to achieve a minimum of **70 points** out of **100 points** to proceed to **Stage 3** (Price and B- BBEE).

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

Table 3: Technical / Functional Evaluation Returnables

Document Name	Maximum Claimable Points
Experience of the Company – Testimonial and or References Letters	25
Experience of the Key Personnel	25
Number of Resources employed by the Bidding Company	20
Project Implementation Methodology	30

T2.2 Returnable Schedule

No.	Document that must be Submitted	Page Number
1.	SBD 1 – Invitation to Tender	Page 55
2.	SBD 2 – Tax Clearance Requirements	Page 57
3.	Compulsory Questionnaire	Page 58
4.	SBD 4 – Declaration of Interests	Page 60
5.	SBD 6.1 – Preference Points Claim Form	Page 64
6.	SBD 6.2 – Local Content Declaration	N/A
7.	SBD 8 – Declaration of Tenderer's Past Supply Chain Management Practices	Page 70
8.	SBD 9 – Certificate of Independent Tender Determination	Page 72
9.	Letter of Intent to enter into Joint Venture / Consortium	Page 75
10.	Letter of Authority for JV / Consortium	Page 76
11.	List of Key Personnel Proposed by the Tenderer	Page 77
12.	Promotion of Local Enterprises	Page 80
13.	Record of Addendum to the Tender Documents	Page 81

1. Invitation to Tender

You are Hereby Invited to Tender for Requirements of the (Name of Department/ Tenderer Entity)					
Tender Number:	TASEZ/RFP009/2022	Closing Date:	26 August 2022	Closing Time:	12h00
Description:	Appointment of a Panel of Professional Services Providers (PSPs) from the Built Environment for the Implementation of Phase 2 and other Ad Hoc Infrastructure Projects at TASEZ				
The Successful Tenderer will be Required to Fill in and Sign a Written Contract Form (SBD7).					

Tender Response Documents May Be Deposited in the Tender Box Situated at (Street Address):

Tshwane Automotive Special Economic Zone (Main Gate)					
Automotive Supplier Park					
30 Helium Road. Rosslyn Ext 2					
Supplier Information					
Name Of Tenderer					
Postal Address					
Street Address					
Telephone Number	Code		Number		
Cellphone Number					
Facsimile Number	Code		Number		
E-Mail Address					
Vat Registration Number					
	TCS PIN:		OR	CSD No:	
B-BBEE Status Level Verification Certificate [Tick Applicable Box]	☐ Yes ☐ No		B-BBEE Status Level Sworn Affidavit		☐ Yes ☐ No
If yes, who was the Certificate Issued by?					
An accounting officer as contemplated in the Close Corporation Act (CCA) and name the applicable in the tick box	☐	An Accounting Officer as Contemplated in the Close Corporation Act (CCA)			
	☐	A Verification Agency Accredited by the South African Accreditation System (SANAS)			
	☐	A Registered Auditor			
Name:					
[A B-BBEE Status Level Verification Certificate / Sworn Affidavit (For EMES& QSES) Must Be Submitted in Order to Qualify for Preference Points For B-BBEE]					
Are you the Accredited Representative in South Africa for the Goods / Services / Works Offered?	☐ Yes ☐ No		Are you a Foreign Based Supplier for the Goods / Services / Works Offered?		☐ Yes ☐ No

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	[If Yes Enclose Proof]		[If Yes Answer Part B:3 Below]
Signature of Tenderer		Date	
Capacity under which this Tender is Signed. (Attach Proof of Authority to Sign this Tender, e.g., Resolution of Directors, etc.)			
Total Number of Items Offered		Total Tender Price (All Inclusive)	R
Tendering Procedure Enquiries may be Directed to:		Technical Information may be Directed to:	
Department/ Tenderer Entity	SCM TASEZ	Contact Person	Lucia / Hlamulo
Telephone Number	012 564 3174	Facsimile Number	012 564 3174
Facsimile Number	N/A	E-Mail Address	rfqs-rfps@tasez.co.za
E-Mail Address	rfqs-rfps@tasez.co.za		

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2. SBD 2 – Tax Compliance Requirements

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

Tax Compliance Requirements

- 2.1. Tenderers must ensure compliance with their Tax obligations.
- 2.2. Tenderers are required to submit their Unique Personal Identification Number (Pin) issued by SARS to enable TASEZ to verify the taxpayer's profile and tax status.
- 2.3. Application for Tax Compliance Status (TCS) Pin may be made via e-filing through the SARS website www.sars.gov.za
- 2.4. Tenderers must submit a printed TCS Certificate together with the tender.
- 2.5. In Tenders where Consortia / Joint Ventures / Sub-Contractors are involved, each party must submit a separate TCS Certificate / Pin / CSD Report.
- 2.6. Where no TCS Pin is available, but the Tenderer is registered on the Central Supplier Database (CSD), a CSD Report must be provided.
- 2.7. No tenders will be considered from persons in the Service of The State, Companies with Directors who are Persons in The Service of the State, Or Close Corporations with members Persons in the Service of the State."

Questionnaire to the Foreign Tenderers

Is The Tenderer a Resident of the Tenderer of South Africa (RSA)?	☐ Yes	☐ No
Does the Tenderer have a Branch in the RSA?	☐ Yes	☐ No
Does the Tenderer have a Permanent Establishment in the RSA?	☐ Yes	☐ No
Does the Tenderer have any Source of Income in the RSA?	☐ Yes	☐ No
If the answer is "no" to all of the above, then, it is not a requirement to obtain a Tax Compliance Status / Tax Compliance system pin code from the South African Revenue Service (SARS) and if not register as per 2 above.		

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE TENDER INVALID.

SIGNATURE OF TENDERER: _____

CAPACITY UNDER WHICH THIS TENDER IS SIGNED: _____

(Proof of authority must be submitted e.g., company resolution)

DATE: _____

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3. Compulsory Enterprise Questionnaire

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

Section 1: Name of Enterprise: _____

Section 2: VAT Registration Number, if any: _____

Section 3: CIDB Registration Number, if any: _____

Section 4: Particulars of Sole Proprietors and Partners in Partnerships

Name*	Identity number*	Personal Income Tax Number*

** Complete only if sole proprietor or partnership and attach separate page if more than 3 partners*

Section 5: Particulars of Companies and Close Corporations

Company Registration Number: _____

Close Corporation Number: _____

Tax Reference Number: _____

Section 6: The attached SBD 4 must be completed for each tender and be attached as a tender requirement.

Section 7: The attached SBD 6.1 must be completed for each tender and be attached as a requirement.

Section 8: The attached SBD 8 must be completed for each tender and be attached as a requirement.

Section 9: The attached SBD 9 must be completed for each tender and be attached as a requirement.

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

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

Signed

Date

Name

Position

4. SBD 4 Form

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to tender (includes a price quotation, advertised competitive tender, limited tender or proposal). In view of possible allegations of favouritism, should the resulting tender, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the tenderer or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - the tenderer is employed by the state; and/or
 - the legal person on whose behalf the tendering document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the tender(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the tender.
2. In order to give effect to the above, the following questionnaire must be completed and submitted with the tender.
 - 2.1. Full Name of tenderer or his or her representative:
.....
 - 2.2. Identity Number:
 - 2.3. Position occupied in the Company (director, trustee, shareholder²):
.....
 - 2.4. Company Registration Number:
 - 2.5. Tax Reference Number:
 - 2.6. VAT Registration Number:
 - 2.6.1. The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.
 - 2.6.2. ¹"State" means –
 - a) any national or provincial department, national or provincial Tenderer entity or constitutional institution within the meaning of the Tenderer Finance Management Act, 1999 (Act No. 1 of 1999)
 - b) any municipality or municipal entity
 - c) provincial legislature
 - d) national Assembly or the national Council of provinces; or
 - e) Parliament.

--

2.6.3. 2" Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7. Are you or any person connected with the tenderer **YES / NO**

presently employed by the state?

2.8. If so, furnish the following particulars:

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

.....

Name of state institution at which you or the person:

..... connected to the
tenderer is employed:

.....

Position occupied in the state institution:

.....

Any other particulars:

.....

.....

.....

2.9. If you are presently employed by the state, did you obtain **YES / NO**

the appropriate authority to undertake remunerative
work outside employment in the Tenderer sector?

2.9.1. If yes, did you attach proof of such authority to the **YES / NO**

tender document?

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

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

.....

.....

.....

2.10. Did you or your spouse, or any of the company's directors / **YES / NO**

trustees / shareholders / members or their spouses conduct
business with the state in the previous twelve months?

2.10.1. If so, furnish particulars:



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

2.11. Do you, or any person connected with the tenderer, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this tender?
2.11.1. If so, furnish particulars.
.....
.....
.....

2.12. Are you, or any person connected with the tenderer, aware of any relationship (family, friend, other) between any other tenderer and any person employed by the state who may be involved with the evaluation and or adjudication of this tender?
2.12.1. If so, furnish particulars.
.....
.....
.....

2.13. Do you or any of the directors / trustees / shareholders / Members of the company have any interest in any other related companies whether or not they are tendering for this contract?
2.13.1. If so, furnish particulars:
.....
.....
.....

YES / NO

YES / NO

YES / NO

Table 4: Full details of Directors / Trustees / Members / Shareholders.

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

3. Declaration

I, the undersigned (Name)

Certify that the information furnished in paragraphs 2 and 3 above is correct.

I accept that the state may reject the tender or act against me in terms of paragraph 23 of the general conditions of contract should this declaration prove to be false.

.....
Signature

.....
Date

.....
Position

.....
Name of Tenderer

5. SBD 6.1 Form

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

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

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

1. General Conditions

1.1. The following preference point systems are applicable to all tenders:

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

1.2. Price and B-BBEE Points

- 1.2.1. If the value of this tender does not exceed **R50 000 000.00** (all applicable taxes included), the **80/20** preference point system shall be applicable; or
- 1.2.2. If the value of this tender exceeds **R50 000 000.00** (all applicable taxes included), the **90/10** preference point system will be applicable.

1.3. Points for this tender shall be awarded for:

- 1.3.1. Price; and
- 1.3.2. B-BBEE Status Level of Contributor.

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

Table 5: Price and B-BBEE Points Allocations

Description	Points
Price	
B-BBEE Status Level of Contributor	
Total points for Price and B-BBEE must not exceed	100

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

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

2. Definitions

- 2.1. "B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act
- 2.2. "B-BBEE status level of contributor" means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act
- 2.3. "Tender" means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive tendering processes or proposals
- 2.4. "Broad-Based Black Economic Empowerment Act" means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003)
- 2.5. "EME" means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act
- 2.6. "functionality" means the ability of a Tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- 2.7. "Prices" includes all applicable taxes less all unconditional discounts
- 2.8. "Proof of B-BBEE status level of contributor" means:
 - 2.8.1. B-BBEE Status level certificate issued by an authorized body or person
 - 2.8.2. A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice
 - 2.8.3. Any other requirement prescribed in terms of the B-BBEE Act
- 2.9. "QSE" means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act
- 2.10. "Rand value" means the total estimated value of a contract in Rand, calculated at the time of tender invitation, and includes all applicable taxes

3. Points Awarded for Price

3.1. The 80/20 or 90/10 Preference Point Systems

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

--

80/20

or

90/10

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

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

$P_{\min}$ = Price of lowest acceptable tender

4. Points Awarded for B-BBEE Status Level of Contributor

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

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

5. Tender Declaration

5.1. Tenderer who claims points in respect of B-BBEE Status Level of Contribution must complete the following:

B-BBEE Status Level of Contributor Claimed in Terms of Paragraphs 5.

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

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

6. Sub-Contracting

- 6.1. Will any portion of the contract be sub-contracted? (Tick applicable box)

YES		NO	
-----	--	----	--

- 6.1.1. If yes, indicate:

6.1.1.1. What percentage of the contract will be sub-contracted
..... %

6.1.1.2. The name of the sub-contractor
.....

6.1.1.3. The B-BBEE status level of the sub-contractor
.....

6.1.1.4. Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES		NO	
-----	--	----	--

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

Designated Group: An EME or QSE which is at last 51% owned by:	EME ✓	QSE ✓
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		

--

Any QSE

7. Declaration with Regard to Company / Firm

7.1. Name of Company / Firm:

7.2. VAT Registration Number:

7.3. Company Registration Number:

7.4. Type of Company / Firm

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

[TICK APPLICABLE BOX]

7.5. Describe Principal Business Activities

.....

.....

.....

.....

7.6. Company Classification

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

[TICK APPLICABLE BOX]

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

.....

7.8. I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs

7.9. 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

7.9.1. The information furnished is true and correct

--

- 7.9.2. The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form
- 7.9.3. In the event of a contract being awarded as a result of points claimed as shown in paragraphs
- 7.9.4. 1.4 and 6.1, the FMSP may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct
- 7.9.5. If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
- 7.9.5.1. disqualify the person from the tendering process
 - 7.9.5.2. recover costs, losses or damages it has incurred or suffered as a result of that person's conduct
 - 7.9.5.3. 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
 - 7.9.5.4. recommend that the tenderer or FMSP, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - 7.9.5.5. forward the matter for criminal prosecution.

Witnesses

1.

2.

Signature

Date:

Address:

6. SBD 8 Form

Declaration of Tenderer's Past Supply Chain Management Practices

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

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

--



Certification

I, the undersigned (full name)

Certify that the information furnished on this declaration form is true and correct.

I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

.....

Signature

.....

Date

.....

Position

.....

Name of Tenderer

7. SBD 9 Form

Certificate of Independent Tender Determination

1. This Standard tendering Document (SBD) must form part of all tenders¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive tendering (or tender rigging).² Collusive tendering is a pe se prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - 3.1. disregard the tender of any tenderer if that tenderer, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - 3.2. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the tendering process or the execution of that contract.
4. This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when tenders are considered, reasonable steps are taken to prevent any form of tender-rigging.
5. In order to give effect to the above, the attached Certificate of Tender Determination (SBD 9) must be completed and submitted with the tender:

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

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

--

Certificate of Independent Tender Determination

I, the undersigned, in submitting the accompanying tender: **TASEZ/RFP009/2022:**

**Appointment of a Panel of Professional Services Providers (PSPs) from the Built Environment
for the Implementation of Infrastructure Projects at TASEZ**

(Tender Number and Description)

in response to the invitation for the tender made by:

Tshwane Automotive Special Economic Zone (TASEZ)

(Name of Institution)

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

I certify, on behalf of: _____

that:

(Name of Tenderer)

1. I have read and I understand the contents of this Certificate
2. I understand that the accompanying tender will be disqualified if this Certificate is found not to be true and complete in every respect
3. I am authorized by the tenderer to sign this Certificate, and to submit the accompanying tender, on behalf of the tenderer
4. Each person whose signature appears on the accompanying tender has been authorized by the tenderer to determine the terms of, and to sign the tender, on behalf of the tenderer
5. For the purposes of this Certificate and the accompanying tender, I understand that the word "competitor" shall include any individual or organization, other than the tenderer, whether or not affiliated with the tenderer, who:
 - 5.1. has been requested to submit a tender in response to this tender invitation
 - 5.2. could potentially submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and
 - 5.3. provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer
6. The tenderer has arrived at the accompanying tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive tendering.

--

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - 7.1. prices
 - 7.2. geographical area where product or service will be rendered (market allocation)
 - 7.3. methods, factors or formulas used to calculate prices
 - 7.4. the intention or decision to submit or not to submit, a tender
 - 7.5. the submission of a tender which does not meet the specifications and conditions of the tender; or
 - 7.6. tendering with the intention not to win the tender.
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 tender invitation relates.
9. The terms of the accompanying tender have not been, and will not be, disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or 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 tenders and contracts, tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the Tenderer sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....

Signature

.....

Date

.....

Position

.....

Name of Tenderer

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

--

8. Certificate of Authority of Signatory

Signatory for companies shall confirm their authority hereto by attaching a duly signed and dated copy of therelevant resolution of the board of directors to this form or on company letter head.

An example is given below:

"By resolution of the board of directors passed at a meeting held on _____ .

Mr/Ms _____, whose signature appears below, has been duly authorised to sign all documents in connection with the tender for Contract No. _____.

and any Contract which may arise there from on behalf of (Block Capitals)

SIGNED ON BEHALF OF THE COMPANY: _____

IN HIS/HER CAPACITY AS: _____

DATE: _____

SIGNATURE OF SIGNATORY:

WITNESSES:

Director (Names)		Signature	
Director (Names)		Signature	
Director (Names)		Signature	
Director (Names)		Signature	
Director (Names)		Signature	
Director (Names)		Signature	

If you cannot complete this form, attach a separate sheet (in a company letter head, project specific and signed by all directors):

9. Certificate of Authority for Joint Ventures

This Returnable Schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise

Mr / Ms.,
authorised signatory of the company

.....
....., acting in the capacity of leadpartner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

Project Title	Appointment of a Panel of Professional Services Providers (PSPs) from the Built Environment for the Implementation of Infrastructure Projects at TASEZ	
RFP Number	TASEZ/RFP009/2022	
Name of Firm	Address	Duly Authorised Signatory
Lead Partner:		Signature: Name: Designation:
Partner:		Signature: Name: Designation:
Partner:		Signature: Name: Designation:

Attach additional pages if more space is required.

Signed:

Date:

Name:

Position:

Tenderer:

10. List of Key Personnel Proposed by the Tenderer

Discipline	Name of Personnel	Registration Number	Years of Experience
Civil Engineers			
Structural Engineers			
Mechanical Engineers			
Electrical Engineers			
Geotechnical Engineers			
Traffic Engineers			
Architects			

Discipline	Name of Personnel	Registration Number	Years of Experience
Construction Project Managers			
Quantity Surveyors			
Town Planners			
Environmental Assessment Practitioners			
Land Surveyors			
Health and Safety Agents			
IMS (SHEQ) Practitioners			
Quality Control Officers			

Discipline	Name of Personnel	Registration Number	Years of Experience
Social Facilitators			
Landscape Architects			
Environmental Control Officers			
Supply Chain Management Practitioners			

Tenderers to only provide resources on their chosen discipline

11. Promotion of Local Enterprises

TASEZ has been mandated with the promotion of local enterprises. To comply with this the tenderer must provide proof of the type of business unit and whether the unit resides within the Tshwane. TASEZ will therefore give preference to Tenderer in the identified Wards within the City of Pretoria. The identified wards are, **06, 15, 18, 28, 38, 41, 43, 67 and 86 in the Tshwane Municipality.**

Points Allocations	Promotion of local enterprises
0	The tenderer did not provide location of the office
1	The tenderer operates a head office or fully staffed office or his sole office outside the boundaries of Gauteng Province, i.e., no business unit or office resides within the boundaries of Tshwane Metropolitan Municipality)
3	The tenderer's office resides within the boundaries of Gauteng Province. (I.e., no business unit or office resides within the boundaries of Tshwane Metropolitan Municipality)
7	The tenderer's office resides within the boundaries of the Tshwane Metropolitan Municipality.
10	The tenderer's office resides within the identified Ward in the Tshwane Metropolitan Municipality.

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

(If necessary, the tenderers will be requested to present the office / business unit to TASEZ)

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

Person authorized to sign the tender:

Full name (in BLOCK letters):

Signature:

Date:

12. Record of Addendum to the Tender Documents

Project Title	Appointment of a Panel of Professional Services Providers (PSPs) from the Built Environment for the Implementation of Infrastructure Projects at TASEZ		
RFP Number	TASEZ/RFP009/2022		
I / We confirm that the following communications received from the TASEZ before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer: (Attach additional pages if more space is required)			
Item	Date	Title or Details	No. of Pages
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Attach additional pages if more space is required.

Signed:

Date:

Name:

Position:

Tenderer:

--

Part B: Tender

Part C1: Agreement and Contract Data

Document Reference	Title	No of pages
C1.1	Form of Offer and Acceptance	Page 82
C1.2	Contract Data	Page 90

Between	Tshwane Automotive Special Economic Zone (TASEZ)	<i>the Employer</i>
Registration No.	2020/214518/07	
and		<i>the</i>
Registration No.		<i>Consultant</i>
for	Appointment of a Panel of Professional Services Providers (PSPs) from the Built Environment for the Implementation of Infrastructure Projects at TASEZ	<i>the Service</i>

C1.1 Form of Offer & Acceptance

Offer

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

Appointment of a Panel of Professional Services Providers (PSPs) from the Built Environment for the Implementation of Infrastructure Projects at TASEZ

The tenderer, identified in the Offer signature block, has examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the tenderer offers to perform all of the obligations and liabilities of the NEC3 PSC *Consultant* 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 exclusive of VAT is	R _____
Value Added Tax @ 15% is	R _____
The offered total of the Prices inclusive of VAT 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 including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender

--

Data, or other period as agreed, whereupon the tenderer becomes the party named as the *NEC3 PSC Consultant* in the conditions of contract identified in the Contract Data.

Signature(s):

Name(s):

Capacity:

**For the
tenderer:**

*(Insert name and address of
organisation)*

Name &
signature of
witness:

Date:

Tenderer's CIDB Registration Number:

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Acceptance

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

The terms of the contract, are contained in:

- Part C1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
- Part C2 Pricing Data
- Part C3 Scope of Work: Works Information
- Part C4 Site Information

and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable 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 Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The tenderer shall within two weeks of 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 securities, 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 fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including

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the Schedule of Deviations (if any), together with all the terms of the contract as listed above.

Unless the tenderer (now the *NEC3 PSC Consultant*) within five working 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(s):

Name(s):

Capacity:

For the Tshwane Automotive Special Economic Zone
Employer:

Name &
signature of
witness:

Date:

Note: If a tenderer wishes to submit alternative tenders, use another copy of this Form of Offer and Acceptance.

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Schedule of Deviations to be completed by the *Employer* prior to contract award

Note:

1. This part of the Offer & Acceptance would not be required if the contract has been developed by negotiation between the Parties and is not the result of a process of competitive tendering.
2. The extent of deviations from the tender documents issued by the *Employer* prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
3. A tenderer's covering letter must not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid be the subject of agreement reached during the process of Offer and Acceptance, the outcome of such agreement shall be recorded here and the final draft of the contract documents shall be revised to incorporate the effect of it.

No.	Subject	Details
1		
2		
3		
4		
5		

By the duly authorised representatives signing this Schedule of Deviations below, the *Employer* and the tenderer agree to and accept this Schedule of Deviations as the only 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 confirmation, clarification or changes to the terms of the Offer agreed by the tenderer and the *Employer* during this process of Offer and Acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Form together with all the terms of the contract as listed above shall have any meaning or effect in the contract between the parties arising from this Agreement.

For the Tenderer

For the *Employer*

Signature(s):

Name(s):

Capacity:

On behalf of**TASEZ, No. 30 Helium Street. Rosslyn**

*(Insert name and address of
 organisation)*

Name &
 signature of
 witness:

Date:

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C1.2 Contract Data

Part One – Data Provided by the Employer

Completion of this data in full, according to the Options chosen, is essential to create a complete contract.

CLAUSE	STATEMENT	DATA	
1	General		
10.1	The <i>Employer</i> is Tshwane Automotive Special Economic Zone (TASEZ). The <i>Employer</i> has authorised the Infrastructure Development Division Executive Manager to act on his behalf in respect of this Contract, save for such duties or functions: ▪ which other holders of office ex officio execute on behalf of the <i>Employer</i>; or ▪ for which the Divisional Head has no authority and the <i>Employer's</i> approval is required before execution thereof. The Divisional Head is: ▪ Mr Andile Sangweni ▪ Executive Manager: Infrastructure Division ▪ 30 Helium Road, Rosslyn Ext 2		
11.1	The <i>conditions of contract</i> are the core clauses and the clauses for main Option, the Option for resolving and avoiding disputes and secondary Options of the NEC3 PSC, June 2017, with amendments January 2019		
	Main Option	A.	Priced Contract with Activity Schedule
	Dispute resolution Option and Secondary Options	W1.	Dispute Resolution Procedure
	Secondary Options	X2.	Changes in the law
		X7.	Delay Damages
		X10.	<i>Employer's</i> Agent
		X11.	Termination by the <i>Employer</i>

		X12.	Partnering
		X13.	Performance Bond
		X18.	Limitation of Liability
		X20.	Key Performance Indicators
		Z.	Additional conditions of contract
	of the NEC3 Professional Services Contract (June 2005) (with amendments June 2006) ¹		
10.1	The <i>Employer</i> is (Name):	Tshwane Automotive Special Economic Zone - Registration Number 2020/214518/07	
	Address	30 Helium Road Rosslyn Ext. 2, Pretoria, Gauteng	
	Tel No.	012 564 5820	
	Fax No.		
11.2(9)	The <i>services</i> are	Provision of a Panel of Professional Services Providers	
11.2(10)	The following matters will be included in the Risk Register	1) Project Delays 2) Cost overrun 3) Scope Creep 4) Safety and Environmental Incidents 5) Quality Incidents	
11.2(11)	The Scope is in	Part C3.1: The Scope of the Contract Document	
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.	
13.1	The <i>language of this contract</i> is	English	
13.3	The <i>period for reply</i> is	14 working days	
13.6	The <i>period for retention</i> is	2 (two) years following Completion or Earlier Termination.	
15.1	Early Warning	The following matters will be included in the Early Warning Register: 1) Implementation phase of the project may only proceed if the <i>Employer</i> has available budget for it.	

¹ Available from Engineering Contract Strategies

15.2	Early Warning Meetings	Early warning meetings are to be held at intervals no longer than 1 week	
2	The Parties' Main Responsibilities		
25.2	The <i>Employer</i> provides access to the following persons, places and things as stated in the Task Order	Access to	Access Date
3	Time		
31.2	The <i>starting date</i> is		
11.2(3)	The <i>completion date</i> for the whole of the services is.		
11.2(6)	The <i>key dates</i> and the <i>conditions</i> to be met are:	Condition to be Met	Key Date
		As per Task Order	As per Task Order
31.1	The <i>Consultant</i> is to submit a first programme for acceptance within	Two (2) weeks of the Contract Date.	
32.2	The <i>Consultant</i> submits revised programmes at intervals no longer than	Four (4) weeks.	
4	Quality		
40.2	The quality policy statement and quality plan are provided within	Two (2) weeks of the Contract Date.	
42.2	The <i>defects date</i> is	Fifty-Two (52) weeks after Completion of the whole of the services.	
5	Payment		
50.1	The <i>assessment interval</i> is on the	30 days of each successive month.	
50.3	The expenses stated by the <i>Employer</i> are	Item	Amount
		Economy air fares	Charged at proven costs
		Car hire not exceeding group B	Charged at proven costs
		Accommodation – 3 Star equivalent	Charged at proven costs
51.1	The period within which payments are made is	Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.	
51.2	The <i>currency of this contract</i> is the	ZAR	
51.5	The <i>interest rate</i> is	the prime lending rate of the Standard Bank of South Africa.	

6	Compensation Events	No additional data required for this section of the <i>conditions of contract</i> .	
8	Indemnity, insurance and liability		
81.1	The amounts of insurance and the periods for which the <i>Consultant</i> maintains insurance are		
	Event	Cover	Period following Completion of the whole of the services or earlier termination
	failure by the <i>Consultant</i> to use the skill and care normally used by professionals providing services similar to the services	R_____ in respect of each claim, without limit to the number of claims	
	death of or bodily injury to a person (not an employee of the <i>Consultant</i>) or loss of or damage to property resulting from an action or failure to take action by the <i>Consultant</i>	R_____ in respect of each claim, without limit to the number of claims	
	death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract	R_____ in respect of each claim, without limit to the number of claims	
81.1	The <i>Employer</i> provides the following insurances		
82.1	The <i>Consultant's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	R_____	
	The <i>Consultant</i> provides these additional insurances.		
	1 Insurance against:		
	Cover is:		
	Period of cover		
	The deductibles are:		
	2 Insurance against:		
	Cover is		
	Period of cover		
	The deductibles are		
9	Termination	No additional data required for this section of the <i>conditions of contract</i> .	

10	Data for main Option clause	
A	Priced contract with activity schedule	
21.3	The <i>Consultant</i> prepares forecasts of the total of the <i>expenses</i> at intervals of no longer than	4 weeks
11	Data for Option W1 – Revolving and avoiding disputes	
W1.1	The Senior Representative of the <i>Employer</i> is	
	Representative 1	Andile Sangweni – Executive Manager
	Address of communication is	30 Helium Road, Rosslyn
	Address of Electronic Communication	infrastructure@tasez.co.za
	Representative 2	Rodger Mkhabela – Construction Manager
	Address of communication is	30 Helium Road, Ext 2, Rosslyn
	Address of Electronic Communication	infrastructure@tasez.co.za
W1.1	The <i>Adjudicator</i> is (Name)	Both parties will agree as-and-when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i> , the chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i> .
W1.2(3)	The <i>Adjudicator nominating body</i> is:	
	If no <i>Adjudicator nominating body</i> is entered, it is:	The Association of Arbitrators (Southern Africa)
W1.4(2)	The <i>tribunal</i> is:	Arbitration
W1.4(5)	The <i>arbitration procedure</i> is	The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)
	The place where arbitration is to be held is	Pretoria
	The person or organisation who will choose an arbitrator if the Parties cannot agree a choice or if the <i>arbitration procedure</i> does not state who selects an arbitrator, is	The Chairman of the Association of Arbitrators (Southern Africa)
12	Data for secondary Option Clauses	
X2	Changes in the law	
X2.1	The <i>law of the project</i> is	The law of the Republic of South Africa

X4	Parent Company Guarantee	No additional data is required for this Option	
X7	Delay Damages		
X7.1	Delay damages for late Completion of the whole of the services are	_____ per day	
X8	Collateral Warranty Agreements		
X8.1	The collateral warranty agreements are:	Agreement reference	Third Party
X10	The Employer's Agent		
X10.1	The Employer's Agent is		
	Name:	Andile Sangweni	
	Address:	30 Helium Road, Rosslyn	
	The authority of the Employer's Agent is	Executive Manager – Infrastructure	
X13	Performance Bond		
X13.1	The amount of the performance bond is	R	
X18	Limitation of Liability		
X18.1	The Consultant's liability to the Employer for indirect or consequential loss is limited to:	R Nil (Zero Rands)	
X18.2	The Consultant's liability to the Employer for Defects that are not found until after the defects date is limited to:	R 350 000.00	
X18.3	The End of Liability Date is	2 years after Completion of the whole of the services.	
X20	Key Performance Indicators (not used when Option X12 also applies)		
X20.1	The incentive schedule for Key Performance Indicators is in		
X20.2	A report of performance against each Key Performance Indicator is provided at intervals of	1 month	
Z	Additional conditions of contract		
	The additional conditions of contract are	Z1 to Z14 always apply	

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1. Z Clauses

1.1. Z1 Cession Delegation and Assignment

- 1.1.1. Z1.1 The *Consultant* does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer*.
- 1.1.2. Z1.2 Notwithstanding the above, the *Employer* may on written notice to the *Consultant* cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present Divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry.

1.2. Z2 Joint Ventures

- 1.2.1. Z2.1 If the *Consultant* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations then these persons or organisations are deemed to be jointly and severally liable to the *Employer* for the performance of this contract.
- 1.2.2. Z2.2 Unless already notified to the *Employer*, the persons or organisations notify the *Employer* within two weeks of the Contract Date of the key person who has the authority to bind the *Consultant* on their behalf.
- 1.2.3. Z2.3 The *Consultant* does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the *Employer* having been given to the *Consultant* in writing.

1.3. Z3 Change of Broad Based Black Economic Empowerment (B-BBEE) Status

- 1.3.1. Z3.1 Where a change in the *Consultant's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Consultant's* B-BBEE status, the *Consultant* notifies the *Employer* within seven days of the change.
- 1.3.2. Z3.2 The *Consultant* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Employer* within thirty days of the notification or as otherwise instructed by the *Employer*.
- 1.3.3. Z3.3 Where, as a result, the *Consultant's* B-BBEE status has decreased since the Contract Date the *Employer* may either re-negotiate this contract or alternatively, terminate the *Consultant's* obligation to Provide the Services.

- 1.3.4. Z3.4 Failure by the Consultant to notify the *Employer* of a change in its B-BBEE status may constitute a reason for termination. If the *Employer* terminates in terms of this clause, the procedures on termination are those stated in core clause 91. The payment on termination includes a deduction of the forecast of the additional cost to the *Employer* of completing the whole of the services in addition to the amounts due in terms of core clause 92.1.

1.4. Z4 Confidentiality

- 1.4.1. Z4.1 The Consultant does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the Consultant, enters the public domain or to information which was already in the possession of the Consultant at the time of disclosure (evidenced by written records in existence at that time). Should the Consultant disclose information to Others in terms of clause 23.1, the Consultant ensures that the provisions of this clause are complied with by the recipient.
- 1.4.2. Z4.2 If the Consultant is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Employer*.
- 1.4.3. Z4.3 In the event that the Consultant is, at any time, required by law to disclose any such information which is required to be kept confidential, the Consultant, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the Consultant may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
- 1.4.4. Z4.4 The taking of images (whether photographs, video footage or otherwise) of the *Employer's* project works or any portion thereof, in the course of Providing the Services and after Completion, requires the prior written consent of the *Employer*. All rights in and to all such images vests exclusively in the *Employer*.

1.5. Z5 Waiver and estoppel: Add to core clause 12.3

1.5.1. Z5.1 Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, or the Adjudicator does not constitute a waiver of rights and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.

1.6. Z6 Provision of a Tax Invoice. Add to core clause 51

1.6.1. Z6.1 The Consultant (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, No. 89 of 1991 (as amended) and to include the *Employer's* VAT Number **4440301739** on each invoice he submits for payment.

1.7. Z7 Notifying compensation events

1.7.1. Z7.1 Delete from the last sentence in core clause 61.3, "unless the *Employer* should have notified the event to the Consultant but did not".

1.8. Z8 Employer's limitation of liability

1.8.1. Z8.1 The *Employer's* liability to the Consultant for the Consultant's indirect or consequential loss is limited to R0.00 (zero Rand)

1.9. Z9 Termination: Add to core clause 90.1, at the second main bullet point, fourth sub-bullet point, after the words "against it":

1.9.1. Z9.1 or had a business rescue order granted against it.

1.10. Z10 Delay damages: Addition to secondary Option X7 Delay damages (if applicable in this contract)

1.10.1. Z10.1 If the Consultant's payment of delay damages reaches the limits stated in this Contract Data for Option X7 or Options X5 and X7 used together, the *Employer* may terminate the Consultant's obligation to Provide the Services.

1.10.2. Z10.2 If the *Employer* terminates in terms of this clause, the procedures on termination are those stated in core clause 91. The payment on termination includes a deduction of the forecast of the additional cost to the *Employer* of completing the whole of the services in addition to the amounts due in terms of core clause 92.1.

1.11. Z11 Ethics

For the purposes of this Z-clause, the following definitions apply:

1.11.1. Affected Party means, as the context requires, any party, irrespective of whether it is the Consultant or a third party, such party's employees, agents, or Subconsultants or Subconsultant's employees, or any one or more of all of these parties' relatives or friends,

Coercive Action – means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally

Collusive Action – means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,

Committing Party – means, as the context requires, the Consultant, or any member thereof in the case of a joint venture, or its employees, agents, or Subconsultants or the Subconsultant's employees,

Corrupt Action – means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party

Fraudulent Action – means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation

Obstructive Action – means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and

Prohibited Action – means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.

1.11.2. Z11.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.

1.11.3. Z11.2 The *Employer* may terminate the Consultant's obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the Consultant did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Employer* has. It is not required that the Committing Party had to have been found guilty, in

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court or in any other similar process, of such Prohibited Action before the *Employer* can terminate the Consultant's obligation to Provide the Services for this reason.

- 1.11.4.Z11.3 If the *Employer* terminates the Consultant's obligation to Provide the Services for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2. Z11.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Employer* does not have a contractual bond with the Committing Party, the Consultant ensures that the Committing Party co-operates fully with an investigation.

1.12. Z12 Insurance

- 1.12.1.Z12.1 Replace core clause 81 with the following:

- 1.12.1.1. 81.1 When requested by a Party, the other Party provides certificates from his insurer or broker stating that the insurances required by this contract are in force.
- 1.12.1.2. 81.2 The Consultant provides the insurances stated in the Insurance Table A from the starting date until the earlier of Completion and the date of the termination certificate.

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C1.2 Contract Data

Part two – Data provided by the Consultant

The tendering consultant is advised to read both the NEC3 Professional Services Contract (June 2005) and the relevant parts of its Guidance Notes (PSC3-GN)² in order to understand the implications of this Data which the tenderer is required to complete.

Completion of the data in full, according to Options chosen, is essential to create a complete contract.

	Statement	Data
	The Consultant Is (Name):	
	Address	
	Tel No.	
	Fax No.	
	The Consultant's key persons are:	
	1 Name:	
	Job:	
	Responsibilities:	
	Qualifications:	
	Experience:	
	2 Name:	

² Available from Engineering Contract Strategies

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	Job		
	Responsibilities:		
	Qualifications:		
	Experience:		
		CV's (and further key persons data including CVs) are appended to Tender Schedule entitled T2.1 and T2.2.	
	The completion date for the whole of the services is		
	The following matters will be included in the Risk Register		
	The staff rates are:	Designation	
	The <i>Employer</i> provides access to the following persons, places and things	Access to	Access Date
	The programme identified in the Contract Data is		
	The expenses stated by the <i>Consultant</i> are	Item	Amount

	Priced Contract with Activity Schedule		
	The <i>activity schedule</i> is in		
	The tendered total of the Prices is	(in figures)	
		(in words), excluding VAT	

Resolving and Avoiding Disputes

W1.1	The Senior Representative of the <i>Employer</i> is	
	Representative 1	
	Address of communication is	
	Address of Electronic Communication	
	Representative 2	
	Address of communication is	
	Address of Electronic Communication	

Part B: Contract

Part C2: Pricing Data

Document Reference	Title	No of pages
C2.1	Pricing instructions: Option A	Page 104
C2.2	Activity Schedule	Page 109

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C2.1 Pricing Instructions: Option A

1.1 The conditions of contract

1.2 How the contract prices work and assesses it for progress payments

Clause 11 in NEC3 Professional Services Contract (PSC), June 2005 (with amendments June 2006) Option A states:

Identified 11 and defined 11.2 terms (14) The Activity Schedule is the *activity schedule* unless later changed in accordance with this contract.

(15) The Price for Services Provided to Date is the total of the Prices for the activities which have been completed. A completed activity is one which is without Defects which would delay immediately following work.

(18) The Prices are the lump sums for each of the activities on the Activity Schedule unless later changed in accordance with this contract.

1.3 Function of the Activity Schedule

- 1.3.1 The Activity Schedule is only a pricing document. Clause 55.1 in Option A states: "Information in the Activity Schedule
- 1.3.2 is not Scope". Specifications and descriptions of the service or any constraints on how it is to be done are included in
- 1.3.3 the Scope and per Clause 20.1, "The *Consultant* provides the Service in accordance with the Scope" and therefore not in accordance with the Activity Schedule.

1.4 Link to the Programme

- 1.4.1 Clause 31.4 in Option A states that "The *Consultant* provides information which shows how each activity on the Activity Schedule relates to the operations on each programme submitted for acceptance". Ideally the tendering consultant will develop a high-level programme first then resource each

activity on the programme and thus arrive at the lump sum price for that activity which is entered into the *activity schedule*.

1.5 Preparing the Activity Schedule

- 1.5.1 The tendering consultant prepares the *activity schedule* by breaking down the work described within the Scope into suitable activities which can be well defined, shown on a programme and priced as a lump sum.
- 1.5.2 The description of each activity must be enough to determine exactly what work is included within it and to know when it has been completed.
- 1.5.3 Each deliverable identified in the Scope must be shown in the *activity schedule* using the opening words “**Deliver and obtain acceptance by the Service Manager for**” In effect this means the *Consultant* can only claim payment for that activity once the deliverable has been accepted by the *Service Manager*.
- 1.5.4 It is assumed that in preparing the *activity schedule* the *Consultant*:
- Has taken account of the guidance given in the “User Guide, Preparing a Professional Service Contract”
 - Understands the function of the Activity Schedule and how work is priced and paid for
 - Is aware of the need to link the Activity Schedule to activities shown on each programme which it submits for acceptance by the *Service Manager*
 - Has listed and priced activities in the *activity schedule* which are inclusive of everything necessary and incidental to Providing the Service in accordance with the Scope, as it was at the Contract Date, as well as
 - correct Defects except correcting a Defect for which the *Consultant* is not liable
 - Has priced work it decides not to show as a separate activity within the Prices of other listed activities in order to fulfil the obligation to complete the service for the tendered total of the Prices.
 - Understands there is no adjustment to the lump sum Activity Schedule price if the amount, or quantity, of work within that activity later turns out to be different to that which the *Consultant* estimated at time of tender. The only basis for a change to the Prices is because of a compensation event.
- 1.5.5 However, the *Consultant* does not have to allow in its Prices for matters that may arise as a result of a compensation event.

1.6 Expenses

- 1.6.1 Expenses are not included in the *activity schedule* items and are assessed separately at each assessment date.
- 1.6.2 Expenses associated with employing a staff member in Providing the Service are listed separately by the *Employer* in Contract Data provided by the *Employer*. As only the expenses listed may be claimed by the *Consultant*, all other cost to the *Consultant* associated with Providing the Service is treated as being included within the Activity Schedule prices or People Rates.

1.7 People Rates

- 1.7.1 When a compensation event occurs changes to the affected *Activity Schedule* item or new priced items in the Activity Schedule are assessed as the actual Defined Cost for work already done and the forecast Defined Cost for work not yet done. (See clause 63.1, then 11.2(16) and 63.13 in Option A)
- 1.7.2 Defined Cost is the cost of the components in the Short Schedule of Cost Components (Clause 11.2(16)). These components comprise cost of people using the People Rates for the time spent working on the compensation event and any payment due to Subcontractors for their involvement in the compensation event.
- 1.7.3 Tendering consultants enter *people rates* in Contract Data provided by the *Consultant* for categories of persons.

1.8 Measurement and Payment

- 1.8.1 The activity schedule provides the basis of all valuations of the Price for Services Provided to Date, payments in multiple currencies and general progress monitoring.
- 1.8.2 The amount due at each assessment date is based on activities and/or milestones completed as indicated on the activity schedule.
- 1.8.3 The activity schedule work breakdown structure provided by the *Consultant* is based on the activity schedule provided by the *Employer*. The activities listed by the *Employer* are the minimum activities acceptable and identify the specific activities which are required to achieve Completion. The activity schedule work breakdown structure is compiled to the satisfaction of the *Employer* with any additions and/or amendments deemed necessary.
- 1.8.4 The *Consultant's* detailed activity schedule summates back to the activity schedule provided by the *Employer* and is in sufficient detail to monitor

completion of activities related to the Accepted Programme in order that payment of completed activities may be assessed.

- 1.8.5 The Prices are obtained from the activity schedule. The Prices includes for all direct and indirect costs, overheads, profits, oncosts, risks, liabilities, obligations, etc. relative to the contract.

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The people rates are:

No.	Category of person	Rate per {hour, day, month} Excluding VAT

The expenses are: (See Data by Employer for expenses which can be claimed and their rates)

No.	Expense Item	Amount / Rate Excluding VAT

Part B: Contract

Part C3: Scope of Work

Document Reference	Title	No of pages
C3.1	<i>Employer's Scope of Work</i>	Page 111
C3.2	<i>Scope provided by the Consultant</i>	Page 177

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Part C3.1 Employer's Scope of Work or Scope of Services

1. Project Description

Appointment of a Panel of Professional Services Providers (PSPs) from the Built Environment for the Implementation of Infrastructure Projects at TASEZ

2. Objectives

- 2.1. The document calls for suitably qualified PSPs in the relevant disciplines listed below to submit their tender proposals for the implementation of Phase 2 Project at TASEZ. The contract will be for a period of **three (3) years** from the date of appointment
- 2.2. The listed purpose of the project is to source through procurement a consortium of consultants in the following fields:
 - 2.2.1. Civil Engineers
 - 2.2.2. Structural Engineers
 - 2.2.3. Mechanical Engineers
 - 2.2.4. Electrical Engineers
 - 2.2.5. Geotechnical Engineers
 - 2.2.6. Traffic Management Engineers
 - 2.2.7. Architects
 - 2.2.8. Construction Project Managers
 - 2.2.9. Quantity Surveyors
 - 2.2.10. Town Planners
 - 2.2.11. Environmental Assessment Practitioners
 - 2.2.12. Land Surveyors
 - 2.2.13. Health and Safety Agents
 - 2.2.14. Quality Controllers
 - 2.2.15. IMS Practitioners
 - 2.2.16. SCM Practitioners
 - 2.2.17. Social Facilitators
 - 2.2.18. Landscape Architects
 - 2.2.19. Urban Designers
- 2.3. These services are required for the Planning, Design, Procurement, Management and Supervision of various projects in TASEZ.

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- 2.4. TASEZ aspires to lead, guide and coordinate a staged process from planning through to the handover and closeout of the project.
- 2.5. The ultimate goal is to develop the land in line with TASEZ proposed Master Plan, which contributes to the socio-economic development mandate of TASEZ and also to provide a synergy between industrial / retails / educational / amenities and residential.
- 2.6. The Service Providers shall provide "NORMAL" professional services as detailed in the Government Gazette of each discipline, where applicable and any other services related to the scope of work in the built environment which may reasonably be required for the successful completion of an TASEZ infrastructure delivery programme.
- 2.7. The Service Provider shall provide suitably qualified, experienced personnel to undertake assignments relating to the delivery of the project/s as set out below as and when required during the Period of Performance.
- 2.8. Service providers will be appointed for ECSA stages 1 – 6 and will be expected to perform all activities and submit all deliverables as described in the Government Gazette for each discipline, unless otherwise instructed in writing by the employer to exclude some.

3. Background

TASEZ has identified a development land which spans over 81 hectares as part of TASEZ strategic objective of developing automotive industrial SEZ in and around Silverton. Phase will be a multi-purpose / mixed use gated facility as per the below Master Plan and the following will be accommodated in the land: -

- 3.1. Industrial Park
- 3.2. Commercial
- 3.3. Educational – Training and incubation
- 3.4. Retail and Office blocks
- 3.5. Amenities
- 3.6. Residential houses
- 3.7. Other services as may be required by TASEZ

4. High Level Scope of Services

The objective of this tender is to invite and appoint suitable Professional Service Providers that can provide and maintain a professional service to TASEZ in order to successfully implement the Planning, Design, Procurement, Management, Supervision and Administration of the Construction of the Phase 2 and 3 at TASEZ.

- 4.1. Bulk Infrastructure Designs (Internal and External)
- 4.2. Provide a site development plan
- 4.3. Phase 2 and 3 Top Structures implementation
- 4.4. Identify SMME packages – TASEZ led
- 4.5. Value engineering
- 4.6. Client Liaison Officer (CLO) identification and management
- 4.7. Ad Hoc and Specialised Services

5. Desired Outcomes

- 5.1. TASEZ will procure experienced multi-disciplinary team of PSPs and built environment professionals for a period of 3 Years to manage the design, construction and closeout of all the identified projects in the SEZ Phase 2 and 3.
- 5.2. The project will be implemented in a Project Management Methodology in line with a South African Council for Projects and Construction Management Professions (SACPCMP) guidelines led by a Principal Agents (PAs) and where all consultants will report and deliver services in line with their respective professional councils e.g., SACA

6. Scope of Work per Stage and Deliverable for Project Team

Table 6: Stage Gate Approach

Stage	Description	Scope Of Services	Minimum Deliverables
Stage 1	Inception and Consultations	a) Attend Project Briefing Meeting by TASEZ. b) Prepare and submit the project implementation plan which will include the scope of work, milestone, schedule of activities, fee split per deliverable/milestone and method of measuring progress.	a) Project implementation plan b) Assessment Report c) Record of Technical meetings d) Sequencing Plan of Phases e) Consultation Report f) Progress Report

Stage	Description	Scope Of Services	Minimum Deliverables
		c) Finalize any outstanding contractual Issues leading up to signing of Contract. d) Source and collect any available necessary project documentation (drawings, reports, plan, etc.) e) Confirm site location f) Assess site accessibility g) Confirm landownership and facilitate transfer of land ownership where necessary h) Assess current and future /planned rezoning and land usages i) Conduct a needs assessment j) Confirm surroundings support facilities including referral systems /network and proximity of these services. k) Conduct topographical surveys l) Conduct geotechnical Investigations. m) Conduct a detailed conditional assessment of the existing buildings and assess availability and capacity of all bulk services (water, sewer, electricity and telecoms) for reuse of any facilities where possible (consult with relevant authorities) n) Assess all existing and planned services traversing site o) Conduct assessments and obtain approvals for safety, health and Environment. p) Conduct and secure heritage Council approval. q) Establish if any scope may require environmental approval such as heritage approval permits, etc. and action on behalf of DTC. r) Manage the preparation of the Environmental Management plan	g) Preliminary Cost Estimates h) Detailed Programme l) Assessment Questionnaire

Stage	Description	Scope Of Services	Minimum Deliverables
		by Environment Consultants (if required) s) Conduct Traffic studies (where necessary) t) Identify any site Constraints (e.g., proximity to other structures and activities taking place near the site). u) Arrange, Conduct and record all technical Team co-ordination meetings. v) Develop a detailed Assessment Report Covering all areas of investigation as highlighted above. w) Identify and confirm key stakeholders and obtain user requirements. x) Consult with Regional and Provincial Department of public works to confirm their requirements. y) Consult local Authority to confirm applicable local by-laws and any required statutory approvals. z) Consult Local Community via Local Council and or Traditional Leadership aa) Consult with relevant Trade Unions bb) Compile a Consultation Report- Covering outcomes of Consultations highlighted above cc) Develop a detailed master plan for the hospital incorporating the reuse of existing buildings, facilities and Services where possible and feasible. dd) Prepare decanting plans indicating the phasing of works in a manner that will not adversely affect any health care services at the hospital. ee) Prepare Decommissioning and commission plans for the health care facilities.	

Stage	Description	Scope Of Services	Minimum Deliverables
Stage 2	Concept Designs – Preliminary Designs	a) Attend all TASEZ Progress Meetings and other ad-hoc meetings. b) Attend all Planning and Design Meetings c) Assess and advise on user requirement. d) Ensure Compliance with latest norms and standards applicable to SEZ and Automotive Sector projects e) Develop WBS, WBS Dictionary and Baseline Plan. f) Development concept design that contemporary layout of his health care facility to ensure operational efficiencies layout of this health care facility to ensure Operational efficiencies, improved workflows and logistics between various sections of hospital. g) Prepare commissioning plans(sequencing)for the new factories. h) Identity SMME packages in consultation with TASEZ SMME unit. i) Agree with TASEZ and the DTIC on the format and procedure for cost control and reporting. j) Manage and monitor the preparation of project costing with specific reference to site matters that may affect the project costs. k) Prepare preliminary layout/Sketch plans l) Prepare preliminary cost estimates and project programme. m) Prepare and submit the site Development Plans to local authorities where necessary. n) Conduct value Engineering workshops, including all key	a) Primary layout/Sketch plans b) Work Breakdown Structure (WBS), WBS Dictionary and Baseline Plans c) Concept Designs (Including elevations, sections and 3D Sketches) d) Cost Estimates e) Site Development Plans f) Value Engineering report g) Progress Reports, and h) Updated Programme

Stage	Description	Scope Of Services	Minimum Deliverables
		stakeholders, and produce a value Engineering Report.	
Stage 3	Detail Designs	a) Conduct monthly Project Progress design review meetings with the consultants, TASEZ management, and TASEZ. b) Manage the performance of the consultant team, with specific reference to deliverables and fee payable. c) Manage the performance of the consultant team, with specific reference to deliverables and fee payable. d) Actively pursue the optimization of the designs and implementation strategies, e) Establish and Co-ordinate the formal and informal communication structure, processes and procedures for the design development of the project. f) Prepare, co-ordinate and agree on a detailed Design and Documentation for the project. g) Produce Design Development drawings, technical details and outline specifications. h) Prepare gap analysis of all existing useable medical and non-medical equipment. i) Prepare details specifications for new medical and non-medical equipment for procurement purposes. j) Prepare comprehensive room data sheets as informed by the Clinical and Technical Brief.	a) Design development drawings b) Working Drawings c) Outline Specifications d) Detailed Cost Estimates e) Design Report f) Baseline Programme g) Fire Plans, and h) Data Sheets and Equipment Lists

Stage	Description	Scope Of Services	Minimum Deliverables
		k) Prepare equipment list and Bill of Quantities for all medical and non-medical equipment. l) Manage, co-ordinate and integrate the design in a sequence to suit the project design and documentation with consultants. m) Prepare detailed cost estimates. n) Prepare detailed Design Report. o) Facilitate and manage the end-user participation, by establishing the working group committee to participate in meetings during the design of the project.	
		p) Manage and monitor the timeous submission by the Design teams of all plans and documentation to Obtain the necessary statutory approvals q) Conduct Value Engineering exercise with TASEZ on detail designs for approval r) Identify and set aside SMME work packages in the EOQ s) Facilitate any input from the input design consultant required by the Health and Safety Consultant t) Establish responsibilities and monitor the information flow (to-and-from) to all stakeholders u) Manage the preparation of cost estimates by the Quantity Surveyor, budgets and cost Reports v) Cost Control to achieve cost-effective designs w) Facilitate and monitor the timeous technical co-ordination of the design by the design team x) Manage and monitor the planning and documentation of	

Stage	Description	Scope Of Services	Minimum Deliverables
		commissioning of the facility, including change management planning and y) Facilitate End User TASEZ approvals	
Stage 4	Tender Documentation and Procurement	a) Provide advice on all appropriate insurance b) Compilation and approval of tender documentation including working drawings and elemental Bill of Quantities c) Assess samples and products for compliance and design intent d) Production of copies of the required number of Tender Documents for distribution to prospective Tenders e) Attend Briefing Meeting f) Assist either response to technical and design related questions during the tender stage g) Attend tender closure meeting and h) Assist tender arithmetical error checking of submitted bids and compilation of detailed Tender Evaluation Report to Project Manager	a) Working Drawings b) Elemental BOQ c) Tender Documentation d) Tender Evaluation Report and e) Progress Report
Stage 5	Construction (include both Construction and Commissioning)	a) Assist with the appointment of the contractor including signing of control 1) Ensure that all contractual obligations from the contractor are met e.g., guarantees, insurance, programmes, etc. are in place 2) Manage the performance of the contractor with specific reference to deliverables, cost structure, interest and penalties	a) Work Plans for construction b) Site Handover certificate and NEC Contracts c) Payment Certificates d) Monthly Cost Reports e) Mini BOQ and Drawings for SMME packages

Stage	Description	Scope Of Services	Minimum Deliverables
		3) Actively pursue the optimization of the designs and implementation strategies 4) Facilitate handover of site to the contractor 5) Establish and coordinate the formal and informal communication structure and procedures during the construction period 6) Monitor, review and approve the preparation of the contract programme 7) Monitor the compliance by the constructors Health and Safety consultant 8) Monitor the auditing of the contractors' Health and Safety Agent 9) Monitor the compliance by the Contractors of the requirements of the Socio-Economic Deliverables 10) Agree on and manage the document Schedule to ensure timeous delivery of required information to the Contractor 11) Report on EPWP and SMME achievements 12) Agree and manage the document schedule to 13) Ensure timeous delivery of required information to the contractor 14) Establish procedure for monitoring, controlling and agreeing on all scope and cost variations. Formal Approvals to be obtained from TASEZ before Instruction to proceed with any scope changes	

Stage	Description	Scope Of Services	Minimum Deliverables
		15) Agree and monitor all quality assurance procedures and implementation thereof by the consultant and the contractor 16) Monitor, review, approve and certify monthly progress payments of all Service Providers 17) Receive, review and adjudicate any contractual claims 18) Monitor the preparation of monthly cost reports by the Quantity Surveyor b) Submit all necessary cash flows to TASEZ c) Prepare monthly project reports (reporting on project progress and financial management) including any other submission to TASEZ d) Co-ordinate and monitor the defects/snag lists to enable the issue of the Certificate of Practical Completion e) Monitor the execution of the defects items to achieve works completion and the Issue of a Works Completion Certificate f) Monitor the execution of the defects during the defect period to achieve final completion and the issue of a Final Completion Certificate g) Monitor and report on critical path of contractors' programme and recommend changes where necessary h) Monitor and report on labour resources of contractor to achieve targets and i) Full time presence on site of Clerk of Works to monitor workmanship and	

Stage	Description	Scope Of Services	Minimum Deliverables
		quality of construction works performed by the contractor.	

Stage	Description	Scope Of Services	Minimum Deliverables
Stage 6	Closeout	a) Manage, co-ordinate and monitor all necessary commissioning of all complete Works on the facility for formal hand over to the Tenants who will be responsible for the equipment supply and operational commissioning of the facility: 1) Manage the moving of new equipment into the new completed facility using labour supplied through the recruitment office or a moving company 2) Assist with any procurement related queries for all equipment during the procurement process 3) Assist with the compilation of Asset Register for handover to the end user and 4) Hand over all relevant documentation to the End User. b) Manage coordinate and expedite the preparation of As-built drawings all operating and maintenance manuals as well as warranties and guarantees c) Submit As built-in electronic format, PDF and AutoCAD or similar d) Manage, coordinate, and expedite the preparation and agreement of the final account by the consultants with the relevant contractors e) Process final accounts f) Receive and review close-out reports from the consultant's contractors g) Submit a project close-out (as per TASEZ format) with the project and financial data to the CD	a) As-Built Drawings b) Operating and Maintenance Manual c) Close-up reports d) Progress Reports

7. Management / Oversight Structures for the Project

Projects will be managed by the officials from TASEZ.

8. Description of Services for the Professional Services Teams

3.1. Description of Services: Engineering

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

3.1.1. Planning, Studies, Investigations and Assessments

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

Typical Functions	Typical Deliverables
1. Consultation with employer or employer's authorised representative. 2. Inspection of the site of the project. 3. Developing a scope of work where required. 4. Preliminary investigation, route location, planning and a level of design appropriate to allow decisions on feasibility and the selection of the most desirable project option. 5. Assessments of existing built environment elements with a view to informing the project options, the scope of work and how to refurbish and/or integrate new works with existing works. 6. Consultation with authorities having rights or powers of sanction as well as consultation with public and stakeholder groups.	1. Collation of information 2. Reports on options and technical and financial feasibility and related implications 3. List of consents and approvals; and 4. Schedule of required surveys, tests, analyses, site and other investigations.

7. Advice to employer as to regulatory and statutory requirements, including environmental management and the need for surveys, analyses, tests and site or other investigations, as well as approvals, where such are required for the completion of the report, and arranging for these to be carried out at the employer's expense. 8. Searching for, obtaining, investigating and collating available data, drawings and plans relating to the works. 9. Investigating financial and economic implications relating to the proposals or feasibility studies. 10. Clause 9 does not normally apply to civil and structural services on Building Projects where these services are provided by a Quantity Surveyor, except as far as the interpretation of cost figures in respect of the Engineer's scope of work is concerned.	
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3.1.2. Normal Services

Stage 1: Inception

Establish employer requirements and preferences assess user needs and options, appointment of necessary consultants, establish the project brief including project objectives, priorities, constraints, assumptions aspirations and strategies).

Typical Functions	Typical Deliverables
1. Assist in developing a clear project brief. 2. Attend project initiation meetings. 3. Advise on procurement policy for the project. 4. Advise on the rights, constraints, consents and approvals. 5. Define the scope of services and scope of work required. 6. Conclude the terms of the agreement with the employer. 7. Inspect the site and advise on the necessary surveys, analyses, tests and site or other investigations where such information will be required for Stage 2 including the availability and location of infrastructure and services. 8. Determine the availability of data, drawings and	1. Agreed scope of services and scope of work 2. Signed agreement 3. Report on project, site and functional requirements 4. Schedule of required surveys, tests, analyses, site and other investigations; and 5. Schedule of consents and approvals.

plans relating to the project. 9. Advise on criteria that could influence the project life cycle cost significantly. 10. Provide necessary information with the agreed scope of the project to other consultants involved.	
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Stage 2A: Preliminary Design

Prepare and finalise the project concept in accordance with the brief, including project scope, scale, character, form and function, plus preliminary programme, and viability of the project.

Typical Functions	Typical Deliverables
1. Agree documentation programme with principle consultant and other consultants involved. 2. Attend design and consultants' meetings. 3. Establish the concept design criteria. 4. Prepare initial concept design and related documentation. 5. Advise the employer regarding further surveys, analyses, tests and investigations which may be required. 6. Establish regulatory authorities' requirements and incorporate into the design. 7. Refine and assess the concept design to ensure conformance with all regulatory requirements and consents. 8. Establish access, utilities, services and connections for the design. 9. Coordinate design interfaces with other consultants involved. 10. Prepare process designs (where required), preliminary designs and related documentation for approval by authorities and employer and suitable for costing. 11. Provide cost estimates and life cycle costs as required. 12. Liaise, cooperate and provide necessary information to the employer, principle consultant and other consultants.	1. Concept design 2. Schedule of required surveys, tests and other investigations and related reports 3. Process design 4. Preliminary design; and 5. Cost estimates as required.

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Stage 2B: Preliminary Design Review

Review of concept and viability report(s) and all related information (project scope, scale, character, form and function, preliminary programme and viability of the project) of an existing project which were prepared by a previously appointed consultant whose contract has ended/expired.

Typical Functions	Typical Deliverables
1. Carefully studying and critically reviewing concept and viability report(s). 2. Attend meetings with client. 3. Critically review of preliminary programme 4. Amending/adjusting of preliminary programme. 5. Advise the employer regarding further surveys, analyses, tests and investigations which may be required. 6. Advise the employer if project is viable. 7. Make adjustments to the concept and viability report and all related information. 8. Recalculating project costs. 9. Taking professional liability of concept and viability report. 10. Liaise, cooperate and provide necessary information to the employer, principle consultant and other consultants.	1. Preliminary design review report 2. Schedule of required surveys, tests and any other investigations that may be required 3. Adjusted programme 4. Cost review report; and 5. Statement/Certification indicating that consultant assumes professional liability of Stage 6. 2 after carefully reviewing and amending/adjusting all available information for this stage.

Stage 3A: Detail Designs

Develop the approved concept to finalize the design, outline specifications, cost plan, financial viability and programme for the project.

Typical Functions	Typical Deliverables
1. Review documentation programme with principal consultant and other consultants involved. 2. Attend design and consultants' meetings. 3. Incorporate employer's and authorities' detailed requirements into the design. 4. Incorporate other consultant's designs and requirements into the design. 5. Prepare design development drawings including draft technical details and specifications. 6. Review and evaluate design and outline specification and exercise cost control. 7. Prepare detailed estimates of construction cost.	1. Design development drawings 2. Outline specifications 3. Local and other authority submission drawings and reports 4. Detailed estimates of construction costs; and 5. Report indicating that consultant assumes professional liability of stage 3 after carefully reviewing and amending/adjusting all available information for this stage.

8. Liaise, co-operate and provide necessary information to the principal consultant and other consultants involved. Submit the necessary design documentation to local and other authorities for approval.	
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Stage 3B: Detail Design Review

Review of detailed design drawings, design report(s) and all project related information (design specifications, client specifications, health and safety specifications, statutory requirements, costing plan, financial viability and programme for the project) of an existing project which were prepared by a previously appointed consultant whose contract has ended/expired.

Typical Functions	Typical Deliverables
1. Carefully studying and critically reviewing detailed designs 2. Attend meetings with client. 3. Critically review of programme 4. Amending/adjusting of programme 5. Making adjustments/changes on the electronic design drawings where necessary. 6. Advise the employer regarding further surveys, analyses, tests and investigations which may be required. 7. Reviewing and recalculating of detailed estimates of construction cost. 8. Taking professional liability of reviewed and adjusted design drawings and design report. 9. Liaise, cooperate and provide necessary information to the employer, principle consultant and other consultants. 10. Re-submit the necessary design documentation to local and other authorities for approval (Wayleave).	1. Design development drawings 2. Outline specifications 3. Local and other authority submission drawings and reports; and 4. Detailed estimates of construction costs.

Stage 4: Documentation and Procurement

Prepare procurement and construction documentation, confirm and implement the procurement strategies and procedures for effective and timeous procurement of necessary resources for execution of the project).

Typical Functions	Typical Deliverables
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1. Attend design and consultants' meetings. 2. Prepare specifications and preambles for the works. 3. Accommodate services design. 4. Check cost estimates and adjust designs and documents if necessary to remain within budget. 5. Formulate the procurement strategy for contractors or assist the principal consultant where relevant. 6. Prepare documentation for contractor procurement. 7. Review designs, drawings and schedules for compliance with approved budget. 8. Assist in calling for tenders and/or negotiation of prices and/or assist the principal consultant where relevant. 9. Liaise, co-operate and provide necessary information to the principal consultant and the other consultants as required. 10. Provide information to the client which will assist in the evaluation of tenders. 11. Assist with the preparation of contract documentation for signature. 12. Assist in pricing, documentation and tender evaluation as required when the detailed services for these activities are provided by others 13. Assess samples and products for compliance and design intent.	1. Specifications 2. Services co-ordination 3. Working drawings 4. Budget construction cost 5. Assist with tender documentation 6. Assist with tender evaluation report 7. Assist with tender recommendations; and 8. Priced contract documentation.
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Stage 5: Contract Administration and Inspection

Manage, administer and monitor the construction contracts and processes including preparation and coordination of procedures and documentation to facilitate practical completion of the works)

Typical Functions	Typical Deliverables
1. Attend site handover. 2. Issue construction documentation in accordance with the documentation schedule including, in the case of structural engineering, reinforcing bending schedules and detailing and specifications of structural steel sections and connections. 3. Carry out contract administration procedures in terms of the contract.	1. Schedules of predicted cash flow 2. Construction documentation 3. Drawing register 4. Estimates for proposed variations 5. Contract instructions 6. Financial control reports 7. Valuations for payment certificates 8. Progressive and draft final account(s) 9. Practical completion and defects list; and

4. Prepare schedules of predicted cash flow. 5. Prepare pro-active estimates of proposed variations for employer decision making. 6. Attend regular site, technical and progress meetings. 7. Review the Contractor's quality control programme and advice and agree a quality assurance plan. 8. Inspect works for quality and conformity to contract documentation, on average once every 2 weeks during the course of the works as described in more detail C3.4.3.2 for Level 1: periodic construction monitoring. 9. Review outputs of quality assurance procedures and advice the contractor and client on the adequacy and need for additional controls, inspections and testing. 10. Adjudicate and resolve financial claims by contractor(s). 11. Assist in the resolution of contractual claims by the contractor. 12. Establish and maintain a financial control system. 13. Clarify details and descriptions during construction as required. 14. Prepare valuations for payment certificates to be issued by the principal agent. 15. Instruct, witness and review of all tests and mockups carried out both on and off site. 16. Check and approve contractor drawings for design intent. 17. Update and issue drawings register. 18. Issue contract instructions as and when required. 19. Review and comment on operation and maintenance manuals, guarantee certificates and warranties. 20. Inspect the works and issue practical completion and defects lists. 21. Arranging for the delivery of all test certificates, statutory (regulatory) and other approvals, as built drawings and operating manuals.	10. Electrical Certificate of Compliance.
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Stage 6: Close-Out

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

Typical Functions	Typical Deliverables
1. Inspect and verify the rectification of defects. 2. Receive, comment and approve relevant payment valuations and completion certificates. 3. Facilitate and/or procure operations and maintenance manuals, guarantees and warranties. 4. Prepare and/or procure as-built drawings and documentation. 5. Conclude the final accounts where relevant.	1. Valuations for payment certificates. 2. Works and final completion lists. 3. Operations and maintenance manuals, guarantees and warranties. 4. As-built drawings and documentation. 5. Final accounts.

3.1.3. Quality Assurance System

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

3.1.4. Lead Service Provider

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

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

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3.2. Engineering Management Services (Principal Consultant)

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

3.2.1. Description of the Services: Construction Health and Safety Agent

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

3.2.1.1. General

Table 7: Stage 1 – Project Initiation and Briefing

Typical Functions	Typical Deliverables
1. Demonstrate the Construction Health and Safety Professional competency and resource. 2. Define the Construction Health and Safety Professional scope of work and services. 3. Conclude the terms of the agreement with the client. 4. Assist in developing a clear construction project health and safety brief. 5. Advise on the necessary surveys, analyses, tests and site or other investigations where such information will be required for the next stage of the project. 6. Advise the client on the adequacy of health and safety competency and resources of the other consultants. 7. Identify construction project health and safety risk profile. 8. Attend the construction project initiation meetings. 9. Provide necessary information within the agreed scope of the construction project to the other consultants.	1. Record of Construction Health and Safety Professional competency and resource 2. Construction project health and safety brief 2.1. Agreed scope of work 2.2. Agreed services 2.3. Signed agreement 3. Record of consultants' construction health and safety competency and resource assessments 4. Schedule of required surveys, tests, analyses, site and other investigations 5. Preliminary construction project risk profile 6. Record of construction project health and safety risk communication

Table 8: Stage 2 – Concept and Feasibility

Typical Functions	Typical Deliverables
1. Advise and agree with the other consultants regarding their construction project health and safety requirements and related design risk management responsibilities. 2. Agree the format and procedures for health, safety and hygiene construction project control. 3. Agree the documentation programme with the principal consultant and other consultants. 4. Review and evaluate design concepts and advise on construction project health and safety in conjunction with the other consultants. 5. Review, update and agree the construction project health and safety risk profile and prepare the construction health and safety policy for the construction project. 6. Prepare draft construction project baseline risk assessment. 7. Prepare the draft construction project health and safety specification. 8. Advise on preliminary cost estimates/budgets for construction project health and safety. 9. Assist the client and principal consultant in the procurement of the necessary and appropriate specialists, including a clear definition of their roles, responsibilities and liabilities. 10. Advise the client on the adequacy of the health and safety competency and resources of the appropriate specialists. 11. Assess and approve the appropriate specialist's health and safety plans. 12. Monitor the implementation of the appropriate specialist's health and safety plans, including periodic audits. 13. Attend design and consultants' meetings. 14. Liaise, co-operate and provide necessary information to the client/principal consultant and the other consultants.	1. Updated construction project health and safety risk profile 2. Agreed construction project health and safety policy for the project 3. Draft construction project baseline risk assessment 4. Draft construction project health and safety specification 5. Record of appropriate specialists' health and safety competency and resource assessments 6. Schedule of required surveys, tests and other investigations and related reports 7. Record of construction project health and safety risk communication 8. Design risk management process 9. Preliminary cost estimates/budgets for construction project health and safety 10. Approved specialists' health and safety plans 11. Specialists health and safety audit reports and records

Table 9: Stage 3 – Design

Typical Functions	Typical Deliverables
1. Advise designers of their health and safety legal liabilities and responsibilities for constructability, maintainability and operation ability of the	1. Final construction project health and safety risk profile 2. Record of construction project

structure. 2. Agree on a format for the health and safety file. 3. Review the documentation programme with the principal consultant and the other consultants. 4. Manage, co-ordinate, integrate and record the design risk management process with the other consultants in a sequence to suit the documentation programme. 5. Finalise the construction project health and safety risk profile. 6. Monitor the integration of health and safety aspects for constructability, maintainability and operation ability of the structure during the design process and finalise the construction project baseline risk assessment. 7. Identify and implement precautions necessary for construction project health and safety control and update the construction project tender health and safety specifications. 8. Assist the cost consultant with detailed information for initial construction project health and safety cost estimates/budgets. 9. Assess and approve necessary construction project health and safety plans for early works. 10. Monitor the implementation of necessary construction health and safety plans, including periodic audits for early works. 11. Attend design and consultants' meetings. 12. Liaise, co-operate and provide necessary construction project health and safety information to the client, principal consultant and the other consultants.	health and safety risk communication 3. Final construction project health and safety baseline risk assessment 4. Updated draft construction project health and safety specification 5. Design risk management records 6. Schedule of precautions necessary for construction project health, safety and hygiene control 7. Approved early works health and safety plans 8. Early works audit reports and records 9. Initial schedule of construction project health and safety cost estimates/budgets 10. Template for health and safety file
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Table 10: Stage 4 – Tender Documentation and Procurement

Typical Functions	Typical Deliverables
1. Provide and record construction project health, safety, hygiene and design risk information to the principal consultant and other consultants. 2. Assist in developing a clear construction project health and safety procurement process. 3. Assess samples, mock-ups and products for construction project, structural maintainability and operability health and safety compliance. 4. Finalise construction project tender health and safety specifications and integrate with	1. Final construction project tender health and safety specifications 2. Records of construction project health and safety procurement process 3. Construction project health and safety tender evaluation and records 4. Finalised schedule of construction project health and

procurement documentation. 5. Prepare project specific health and safety documentation for distribution to contractors for inclusion into their tender / bid submissions. 6. Assist the cost consultant in the finalisation of the construction project health and safety cost estimate/budget. 7. Prepare construction project health and safety mobilisation and access plans for the construction work. 8. Participate in construction project tender clarification meetings. 9. Assist with the evaluation of tenders and verify the contractor's competencies, knowledge and resources to carry out the construction works in a safe and healthy manner. 10. Attend design and consultant meetings. 11. Assist with the preparation of contract documentation for signature. 12. Prepare construction project health and safety documentation for submission to authorities.	safety cost estimate/budget 5. Construction project health and safety contract documentation 6. Construction project health and safety mobilisation and access plans 7. Design risk management records 8. Record of construction project health and safety risk communication 9. Construction project health and safety documentation for authorities 10. Evaluation schedule of samples / mock-ups and products
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Table 11: Stage 5 – Construction Documentation and Management

Typical Functions	Typical Deliverables
1. Assess, discuss, negotiate and approve the contractor(s) construction project health and safety plans. 2. Submit necessary construction health and safety documentation to authorities and facilitate permits that may be required to commence the construction work. 3. Attend site handover meetings and lead construction project health and safety mobilisation and access plans. 4. Ensure that health and safety communication structures and systems are established and maintained, including distribution of health and safety specific documents and site safety inductions to contractors. 5. Attend regular site, technical and progress meetings. 6. Monitor design risk management. 7. Prepare revised construction project health and safety risk profile, specifications and cost estimates/budgets where there is scope of work changes.	1. Approved contractor(s) construction project health and safety plans, including all construction health and safety appointments 2. Permits to commence construction work 3. Record of meetings, including all construction health and safety matters to be actioned 4. Record of revised changes to the construction project health and safety risk profiles 5. Record of revised changes to the construction project health and safety specifications 6. Record of revised changes and commissioning of the construction project health and safety plans 7. Record of revised construction project health and safety cost

8. Monitor the implementation, review and update of the construction project health and safety plans in accordance with the construction project health and safety 9. specification and further scope of work changes. 10. Audit compliance with the construction project health and safety plans and brief the project management team and contractor(s) following site audits. 11. Ensure the identification of the hazards and risks relevant to the construction project through regular coordinated site inspections. 12. Recommend stop work orders where necessary. 13. Ensure that project specific emergency response and preparedness plans are compiled and tested. 14. Conduct construction health and safety management system audits. 15. Use of trends analysis to identify system deficiencies and incident trends, outline relevant improvements. 16. Facilitate construction health and safety system and plans reviews and ensure changes are incorporated for continual improvement. 17. Development of technical reports in relation to health and safety issues and communicate through presentations to diverse groups of decision makers. 18. Perform incident and accident investigations where necessary. 19. Monitor the compilation of the construction project health and safety file(s) by the contractor(s). 20. Prepare and maintain the consolidated health and safety file. 21. Prepare the structure commissioning health and safety plans.	estimate/budget 8. Records of design risk management 9. Record of construction project health and safety audit reports 10. Record of contractor(s) construction health and safety performance 11. Record of construction project health and safety work stoppage reports 12. Record of incident and accident investigations and corrective actions 13. Record of interactions with the Compensation Commissioner or similar 14. Record of construction health and safety system and plans reviews 15. Record of construction project health and safety risk communication 16. Interim health and safety file 17. Structure commissioning health and safety plans
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Table 12: Stage 6 – Project Close Out

Typical Functions	Typical Deliverables
1. Review, discuss and approve the health and safety file with the contractor(s) and manage the construction project health and safety during the defect's liability period.	1. Record of audits during the defect's liability period
2. Cancel all construction project health and safety legal appointments.	2. Record of construction health and safety risk communication
3. Prepare the health and safety operations and maintenance report.	3. Report on approved health and safety file
4. Prepare the consolidated construction project health and safety close-out report.	4. Health and safety operations and maintenance report
	5. Consolidated construction project health and safety close-out report

3.2.1.2. Additional Services

- 3.2.1.2.1. Provide advice to the Client on health and safety competence and resources of proposed designers prior to arrangements being made for design work to begin.
- 3.2.1.2.2. Prepare additional copies of the health and safety file.
- 3.2.1.2.3. Prepare copies of abstracts of the health and safety file for delivery to tenants by the Client/Owner's (The contents of the abstracts to be determined in consultation with the Client/Owner's legal advisors).
- 3.2.1.2.4. Seek the co - operation of and co – operate with anyone else involved in a construction project at an adjoining site so far as necessary to enable them to perform their duties under the Construction Regulations.
- 3.2.1.2.5. Facilitate co – operation and co – ordination in relation to duty holders on adjoining construction sites as it may affect the project; ensuring that suitable arrangements are made and implemented for the co – ordination of health and safety measures during planning and preparation for the construction phase.

- 3.2.1.2.6. Keep a record of the health and safety file.
- 3.2.1.2.7. Convert the health and safety files on other projects to match Client/ Owner's electronic format.
- 3.2.1.2.8. Carry out necessary inspections at the appropriate stages to verify that the construction of the relevant structure is carried out in accordance with the design.
- 3.2.1.2.9. To stop any contractor from executing any construction work that is not in accordance with the relevant design's health and safety aspects.
- 3.2.1.2.10. Assist in the development of maintenance schedules for the Client/Owners completed structure.
- 3.2.1.2.11. Inspect the structure on behalf of the Client/Owner once every six (6) months for the first two (2) years on completion of the structure and then yearly thereafter, to ensure the structure remains safe for continued use and records are kept of such in the structure's health and safety file
- 3.2.1.2.12. Provide the contractor with a template for the health and safety file.
- 3.2.1.2.13. The appointed Construction Health and Safety Agent shall perform weekly inspections on behalf of the Client or as frequently as necessary, and shall communicate to the Client the inspection findings by way of an audit report and a non-conformance report which will be included in the monthly report of the Agent's tasks completed during the month. The inspections are to include:
 - 3.2.1.2.13.1. Monitoring of all tasks against the approved Health and Safety Plan.

- 3.2.1.2.13.2. Weekly monitoring that all people working on site have undergone the prescribed health and safety induction training, prior to the commencement of any construction work on site and ensuring that people were informed in a language they fully understand.
- 3.2.1.2.13.3. Monitoring that the Contractor's Safety Officer keeps on site all the required safety documentation and safety registers stated in the Occupational Health and Safety Act.
- 3.2.1.2.13.4. Ensure that all relevant regulations are completed and updated daily and kept on site for by the Contractor.
- 3.2.1.2.13.5. Stop the contractor from executing any construction work not in accordance with the Designer's brief for health and safety aspects.
- 3.2.1.2.13.6. Informing the Client of any non-conformances on site and of the severity of the violations in a monthly non-conformances report with due dates given to the Contractor to rectify said non- conformances in accordance with the severity of such transgressions.

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- 3.2.1.2.13.7. The audit reports must include the relevant stipulations of the approved Safety Plan and the Construction Regulations to which the non-compliance is raised, an executive summary entailing a short description of non-compliances as well as recommended corrective actions and timelines to resolve the non-compliance. All non-compliances as well as the risks involved and what the Contractor did to resolve these non-compliances must be indicated in the Health and Safety file.
- 3.2.1.2.13.8. Prepare a revised construction project health and safety risk profile. Prepare specifications and cost estimates/budgets where there is scope of work changes.
- 3.2.1.2.13.9. The Construction Health and Safety Agent shall attend monthly meetings with the Client to discuss the above-mentioned report. These meetings must be minuted by the Agent and submitted to the Client.

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3.2.1.2.13.10. The Construction Health and Safety

Agent will also be responsible to ensure that the Contractor complies with and adheres to all other aspects of the Occupational Health and Safety Act (Act 85 of 1993), including all relevant and applicable Regulations of the abovementioned Act as well as all amendments to the Act and abovementioned Regulations.

3.2.2. Description of the Services: Project Managers

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

3.2.2.1. General

Table 13: Stage 1 – Inception

Typical Functions	Typical Deliverables
- Facilitate the development of a Clear Project Brief - Establish the client's Procurement Policy for the Project - Assist the client in the procurement of the necessary and appropriate consultants including the clear definition of their roles, responsibilities and liabilities. - Establish in conjunction with the client, consultants, and all relevant authorities the site characteristics necessary for the proper design and approval of the intended project - Manage the integration of the preliminary design to form the basis for the initial viability assessment of the project - Prepare, co-ordinate and monitor a Project Initiation Programme	- Project Brief - Project Procurement Policy - Signed Consultant/Client Agreements - Project Initiation Programme - Record of all meetings - Approval by Client to proceed to Stage 2

7. Facilitate the preparation of the Preliminary Viability Assessment of the project	
8. Facilitate client approval of all Stage 1 documentation.	

Table 14: Stage 2 – Concept and Viability

Typical Functions	Typical Deliverables
1. Assist the client in the procurement of the necessary and appropriate consultants including the clear definition of their roles, responsibilities and liabilities. 2. Advise the client on the requirement to appoint a Health and Safety Consultant 3. Communicate the project brief to the consultants and monitor the development of the Concept and Feasibility within the agreed brief 4. Co-ordinate and integrate the income stream requirements of the client into the concept design and feasibility 5. Agree the format and procedures for cost control and reporting by the cost consultants on the project. 6. Manage and monitor the preparation of the project costing by other consultants 7. Prepare and co-ordinate an Indicative Project Documentation and Construction Programme 8. Manage and integrate the concept and feasibility documentation for presentation to the client for approval 9. Facilitate client approval of all Stage 2 documentation	1. Signed Consultant/Client Agreements 2. Indicative Project Documentation and Construction Programme. 3. Approval by Client to proceed to Stage 3

Table 15: Stage 3 – Design

Typical Functions	Typical Deliverables
1. Assist the client in the procurement of the balance of the consultants including the clear definition of their roles, responsibilities and liabilities. 2. Establish and co-ordinate the formal and informal communication structure, processes and procedures for the design development of the project. 3. Prepare, co-ordinate and agree a detailed	1. Signed Consultant/Client Agreements 2. Detailed Design & Documentation Programme 3. Updated Indicative Construction Programme 4. Record of all meetings 5. Approval by Client to proceed to Stage 4

Design and Documentation Programme, based on an updated Indicative Construction Programme, with all consultants 4. Manage, co-ordinate and integrate the design by the consultants in a sequence to suit the project design, documentation programme and quality requirements. 5. Conduct and record the appropriate planning, co-ordination and management meetings 6. Facilitate any input from the design consultants required by Construction Manager on constructability. 7. Facilitate any input from the design consultants required by Health and Safety consultant 8. Manage and monitor the timeous submission by the design team of all plans and documentation to obtain the necessary statutory approvals 9. Establish responsibilities and monitor the information flow between the design team, including the cost consultants. 10. Monitor the preparation by the cost consultants of cost estimates, budgets, and cost reports 11. Monitor the cost control by the cost consultants to verify progressive design compliance with approved budget, including necessary design reviews to achieve budget compliance 12. Facilitate and monitor the timeous technical co-ordination of the design by the design team 13. Facilitate client approval of all Stage 3 documentation	
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Table 16: Stage 4 – Documentation and Procurement

Typical Functions	Typical Deliverables
1. Select, recommend and agree the Procurement Strategy for contractors, subcontractors and suppliers with the client and consultants 2. Prepare and agree the Project Procurement Programme. 3. Co-ordinate and monitor the preparation of the tender documentation by the consultants in accordance with the Project Procurement Programme. 4. Facilitate and monitor the preparation by the Health and Safety Consultant of the Health and Safety Specification for the project 5. Manage the tender process in accordance with agreed procedures, including calling for tenders, adjudication of tenders, and recommendation of appropriate contractors for approval by the client. 6. Advise the client, in conjunction with other consultants on the appropriate insurances required for the implementation of the project. 7. Monitor the reconciliation by the cost consultants of the tender prices with the project budget 8. Agree the format and procedures for monitoring and control by the cost consultants of the cost of the works. 9. Facilitate client approval of the tender recommendation(s).	1. Contractors, subcontractors, and suppliers Procurement Strategy 2. Project Procurement Programme 3. Project Tender/Contract Conditions 4. Record of all meetings 5. Approval by Client of tender recommendation(s).

Table 17: Stage 5 – Construction

Typical Functions	Typical Deliverables
1. Appoint contractor(s) on behalf of the client including the finalization of all agreements. 2. Instruct the contractor on behalf of the client to appoint subcontractors. 3. Receive, co-ordinate, review and obtain approval of all contract documentation provided by the contractor, subcontractors, and suppliers for compliance with all of the contract	1. Signed Contractor(s) Agreements 2. Agreed Contract Programme 3. Adjudication and award of contractual claims 4. Construction Documentation Schedule 5. Monthly progress payment certificates 6. Monthly project progress reports. 7. Record of all meetings 8. Certificates of Practical Completion.

requirements. 4. Monitor the ongoing projects insurance requirements. 5. Facilitate the handover of the site to the contractor. 6. Establish and co-ordinate the formal and informal communication structure and procedures for the construction process. 7. Regularly conduct and record the necessary site meetings 8. Monitor, review and approve the preparation of the Contract Programme by the contractor. Regularly monitor the performance of the contractor against the Contract Programme. 9. Review and adjudicate circumstances and entitlements that may arise from any changes required to the Contract Programme. 10. Monitor the preparation of the contractor's Health and Safety Plan and approval thereof by the Health and Safety Consultant. 11. Monitor the auditing of the Contractors' Health and Safety Plan by the Health and Safety Consultant. 12. Monitor the compliance by the contractors of the requirements of the Health and Safety Consultant. 13. Monitor the production of the Health and Safety File by the Health and Safety Consultant and contractors 14. Monitor the preparation by the Environmental Consultants of the Environmental Management Plan 15. Establish the construction information distribution procedures. 16. Agree and monitor the Construction Documentation Schedule for timeous delivery of required information to the contractors. 17. Expedite, review and monitor the timeous issue of construction information to the contractors. 18. Manage the review and approval of all necessary shop details and product	
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propriety information by the design consultants. 19. Establish procedures for monitoring, controlling and agreeing all scope and cost variations. 20. Agree the quality assurance procedures and monitor the implementation thereof by the consultants and contractors. 21. Monitor, review, approve and certify monthly progress payments. 22. Receive, review and adjudicate any contractual claims. 23. Monitor the preparation the preparation of monthly cost reports by the cost consultants. 24. Monitor long lead items and off-site production by the contractors and suppliers. 25. Prepare monthly project reports including submission to the client 26. Manage, co-ordinate and monitor all necessary testing and commissioning by consultants and contractors. 27. Co-ordinate, monitor and issue the Practical Completion Lists and the Certificate of Practical Completion. 28. Co-ordinate and monitor the preparation and issue of the Works Completion List by the consultants to the contractors. 29. Monitor the execution by the contractors of the defect items to achieve Works Completion. 30. Facilitate and co-ordinate	
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Table 18: Stage 6 – Close Out

Typical Functions	Typical Deliverables
1. Issue the Works Completion Certificate 2. Manage, co-ordinate and expedite the preparation by the design consultants of all as-built drawings and design documentation. 3. Manage and expedite the procurement of all operating and maintenance manuals as well as all warranties and guarantees. 4. Manage and expedite the procurement of all statutory compliance certificates and documentation.	1. Works Completion Certificate 2. Certificate of Final Completion 3. Record of all meetings 4. Project closeout report

5. Manage the finalization of the Health and Safety File for submission to the Client. 6. Co-ordinate, monitor and manage the rectification of defects during the Defects Liability Period. 7. Manage, co-ordinate and expedite the preparation and agreement of the final account by the cost consultants with the relevant contractors. 8. Co-ordinate, monitor and issue the Final Completion Defects list and Certificate of Final Completion. 9. Prepare and present Project Closeout Report.	
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3.2.2.2. Additional / Supplementary Services

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

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

- 3.2.2.2.9. Additional services resulting from changes by the client to previously issued instructions
- 3.2.2.2.10. Any other services not specifically incorporated in the identified scope of services mentioned in this document
- 3.2.2.3. Supplementary Services Pertaining to all Stages of the Project

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

 - 3.2.2.3.1. Appointment as agent in accordance with Regulation 4.(5) of the Construction Regulations 2003, issued in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), to specifically ensure compliance in
 - 3.2.2.3.2. terms thereof
 - 3.2.2.3.3. Procuring of land and finance
 - 3.2.2.3.4. Procuring of tenants, tenant co-ordination and tenant installations
 - 3.2.2.3.5. Drafting of non-standard contracts
 - 3.2.2.3.6. Project management services in relation to direct contractors engaged by the client, such as those engaged for furniture, fittings and equipment
 - 3.2.2.3.7. Mediation, arbitration and litigation proceedings and similar services.
 - 3.2.2.3.8. Where the client requires the construction project manager to, on his behalf, perform the services listed hereunder or similar work, the extent thereof and remuneration therefore is subject to agreement between the client and the construction project manager:

- 3.2.2.3.8.1. Dealing with matters of law, obtaining parliamentary or other statutory approval, licenses or permits
- 3.2.2.3.8.2. Assisting with or participating in contemplated or actual mediation, arbitration or litigation proceedings
- 3.2.2.3.8.3. Officiating at or Attending courts and commissions of enquiry, select committees and similar bodies convened by statute, regulation or decree
- 3.2.2.3.9. All work arising out of failure of any consultant, contractor, supplier or other external party to perform its obligations, provided that such failure is not due to default by the Construction Project Manager
- 3.2.2.3.10. Services resulting from damages to or destruction of the works, insurance matters, postponement or cancellation of agreement
- 3.2.2.3.11. Additional services resulting from the client changing previously issued instructions
- 3.2.2.3.12. Construction management
- 3.2.2.3.13. Calculation and certification of professional fees applicable to other professionals engaged by the client on the project
- 3.2.2.3.14. Any other services not specifically incorporated in this Guideline Scope of Services and Tariff of Fees for Registered Persons

3.2.3. Description of the Services: Quantity Surveying

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

Table 19: Stage 1 – Inception

Typical Functions	Typical Deliverables
1. Assisting in developing a clear project brief 2. Attending project initiation meetings 3. Advising on the procurement policy for the project 4. Advising on other professional consultants and services required 5. Defining the quantity surveyor's scope of work and services 6. Concluding the terms of the client/quantity surveyor professional services agreement with the client 7. Advising on economic factors affecting the project 8. Advising on appropriate financial design criteria 9. Providing necessary information within the agreed scope of the project to the other professional consultants	1. Agreed scope of work 2. Agreed services 3. Signed client/quantity surveyor professional services agreement

Table 20: Stage 2 – Concept and Viability

Typical Functions	Typical Deliverables
1. Agreeing the documentation programme with the principal consultant and other professional consultants 2. Attending design and consultants' meetings 3. Reviewing and evaluating design concepts and advising on viability in conjunction with the other professional consultants 4. Receiving relevant data and cost estimates from the other professional consultants 5. Preparing preliminary and elemental or equivalent estimates of construction cost 6. Assisting the client in preparing a financial viability report 7. Auditing space allocation against the initial brief 8. Liaising, co-operating and providing necessary information to the client, principal consultant and other professional consultants	1. Preliminary estimate(s) of construction cost 2. Elemental or equivalent estimate(s) of construction cost 3. Space allocation audit for the project

Table 21: Stage 3 – Design

Typical Functions	Typical Deliverables
1. Reviewing the documentation programme with the principal consultant and other professional consultants 2. Attending design and consultants' meetings 3. Reviewing and evaluating design and outline specifications and exercising cost control in conjunction with the other professional consultants 4. Receiving relevant data and cost estimates from the other professional consultants 5. Preparing detailed estimates of construction cost 6. Assisting the client in reviewing the financial viability report 7. Commenting on space and accommodation allowances and preparing an area schedule 8. Liaising, co-operating and providing necessary information to the client, principal consultant and other professional consultants	1. Detailed estimate(s) of construction cost 2. Area schedule

Table 22: Stage 4 – Documentation and Procurement

Typical Functions	Typical Deliverables
1. Attending design and consultants' meetings 2. Assisting the principal consultant in the formulation of the procurement strategy for contractors, subcontractors and suppliers 3. Reviewing working drawings for compliance with the approved budget of construction cost and/or financial viability 4. Preparing documentation for both principal and subcontract procurement 5. Assisting the principal consultant with calling of tenders and/or negotiation of prices 6. Assisting with financial evaluation of tenders 7. Assisting with preparation of contract documentation for signature	1. Budget of construction cost 2. Tender documentation 3. Financial evaluation of tenders 4. Priced contract documentation

Table 23: Stage 5 – Construction

Typical Functions	Typical Deliverables
1. Attending the site handover 2. Preparing schedules of predicted cash flow 3. Preparing pro-active estimates for proposed variations for client decision-making 4. Attending regular site, technical and progress meetings 5. Adjudicating and resolving financial claims by the contractor(s) 6. Assisting in the resolution of contractual claims by the contractor(s) 7. Establishing and maintaining a financial control system 8. Preparing valuations for payment certificates to be issued by the principal agent 9. Preparing final account(s) including remeasurement(s) as required for the works on a progressive basis	1. Schedule(s) of predicted cash flow 2. Estimates for proposed variations 3. Financial control reports 4. Valuations for payment certificates 5. Progressive and draft final account(s)

Table 24: Stage 6 – Close Out

Typical Functions	Typical Deliverables
1. Preparing valuations for payment certificates to be issued by the principal agent 2. Concluding final account(s)	1. Valuations for payment certificates 2. Final account(s)

3.2.4. Description of the Services: Architectural

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

3.2.4.1. General**3.2.4.1.1. Stage 1 – Inception**

- 3.2.4.1.1.1. Receive, appraise and report on the client's requirements with regard to the client's brief
- 3.2.4.1.1.2. Determine the site and rights and constraints
- 3.2.4.1.1.3. Determine budgetary constraints
- 3.2.4.1.1.4. Determine the need for consultants

- 3.2.4.1.1.5. Determine indicative project timelines
- 3.2.4.1.1.6. Determine methods of contracting; and
- 3.2.4.1.1.7. whether other statutory authority applications are required or desirable.

3.2.4.1.2. Stage 2 – Concept and Viability

- 3.2.4.1.2.1. Prepare an initial design concept and advise on:
- 3.2.4.1.2.2. the intended space provisions and planning relationships
- 3.2.4.1.2.3. proposed materials and intended building services; and
- 3.2.4.1.2.4. the technical and functional characteristics of the design.
- 3.2.4.1.2.5. Check for conformity of the concept with the rights to the use of the land.
- 3.2.4.1.2.6. Consult with local and statutory authorities.
- 3.2.4.1.2.7. Review the anticipated costs of the project.
- 3.2.4.1.2.8. Review the project programme.

3.2.4.1.3. Stage 3: Design Development

- 3.2.4.1.3.1. Develop all aspects of the design from concept to full development including, but not limited to, construction systems, materials, fittings, and finishes selections
- 3.2.4.1.3.2. Review the programme and budget with the client, principal consultant or other consultants

- 3.2.4.1.3.3. Coordinate other consultants designs into building design
- 3.2.4.1.3.4. Prepare design development drawings including drafting technical details and material specifications
- 3.2.4.1.3.5. Discuss and agree on the building plan application and approval requirements with the local authority

3.2.4.1.4. Stage 4: Documentation and Procurement Stage 4.1

- 3.2.4.1.4.1. Prepare documentation required for local authority building plan application submission
- 3.2.4.1.4.2. Co-ordinate technical documentation with the consultants and complete primary co-ordination sufficient to support building plan submission
- 3.2.4.1.4.3. Review the costing and programme with the consultants
- 3.2.4.1.4.4. Obtain the client's authority and submit documents for approval at the local authority.

3.2.4.1.5. Stage 4: Documentation and Procurement Stage 4.2

- 3.2.4.1.5.1. Prepare specifications for the works
- 3.2.4.1.5.2. Complete technical documentation sufficient for tender
- 3.2.4.1.5.3. Obtain offers for the execution of the works
- 3.2.4.1.5.4. Evaluate offers, and recommend a successful tenderer for appointment

3.2.4.1.5.5. Prepare the contract documentation and arrange the signing of the building contract by the client and the successful tenderer

3.2.4.1.5.6. Complete all remaining technical and construction documentation and coordinate same with the consultants

3.2.4.1.6. Stage 5: Construction

3.2.4.1.6.1. Administer the building contract

3.2.4.1.6.2. Give possession of the site to the contractor

3.2.4.1.6.3. Issue construction documentation

3.2.4.1.6.4. Review sub-contractor designs, shop drawings and documentation for conformity of design intent

3.2.4.1.6.5. Inspect the works for conformity with the contract documentation and acceptable quality in terms of industry standards

3.2.4.1.6.6. Administer and perform the duties and obligations assigned to the principal agent in the building contract

3.2.4.1.6.7. Manage the completion process of the project

3.2.4.1.6.8. Assist the client to obtain the required documentation necessary for the client to obtain the occupation certificate.

3.2.4.1.7. Stage 6: Close-Out

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

3.2.4.2. Additional Services

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

3.2.4.2.1. Special Design Services

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

- 3.2.4.2.1.1. Rational design and Green Star design; participation in the preparation of rational designs and green star design and document format conversion of other consultants' designs

- 3.2.4.2.1.2. Town-planning and/or urban design including participation in the application for the establishment and/or amendment of regional and local town-planning and urban design schemes and the amendment of title conditions, negotiations with interest groups and authorities
- 3.2.4.2.1.3. Sectional titles plans, submissions, alteration and registration
- 3.2.4.2.1.4. Master planning — defining and planning the layout of future development of buildings and/or services on the same site
- 3.2.4.2.1.5. Landscape design — participation in landscape planning and construction
- 3.2.4.2.1.6. Interior design — the design of interiors and the selection of furnishings, fixtures and special finishes
- 3.2.4.2.1.7. Specialized equipment lay-out and consequential coordination requirements
- 3.2.4.2.1.8. Liaison with special designers and specialist consultants
- 3.2.4.2.1.9. Purpose-made items: the design and documentation of purpose made items
- 3.2.4.2.1.10. Promotional material, artwork and immersive digital experiences, participation in the preparation of promotional material

3.2.4.2.1.11. Plant operation and production layouts, participation in the definition of plant operation layouts

3.2.4.2.1.12. Building Information Modelling (BIM) services beyond design and construction documentation. This includes BIM services intended for asset maintenance and/or facilities management.

3.2.4.2.2. Special Management Services

3.2.4.2.2.1. Elaboration of architectural professionals' services including inter alia:

3.2.4.2.2.1.1. The preparation of broad project parameters

3.2.4.2.2.1.2. Project scope statements

3.2.4.2.2.1.3. Project milestones

3.2.4.2.2.1.4. Budget and cash-flow forecasts

3.2.4.2.2.1.5. Tender enquiry documentation

3.2.4.2.2.1.6. Contractor and supplier selection

3.2.4.2.2.1.7. Adjudication and tender awards

3.2.4.2.2.1.8. Progress status monitoring

3.2.4.2.2.1.9. Variations management

3.2.4.2.2.1.10. Quality management over and above the industry norms

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3.2.4.2.2.1.11. Communication management

3.2.4.2.2.1.12. Payment processing and

3.2.4.2.2.1.13. Final account close-outs.

3.2.4.2.2.2. Cost and valuation services: participation in the administration of costs and payments where a quantity surveyor has not been appointed.

3.2.4.2.2.3. Special inspections: more intensive inspections and assessment of the works than the norm for assessing compliance with specifications and design intent.

3.2.4.2.2.4. Special Project Management Functions: more extensive project management of the works than the norm for complex projects, including the preparation of the BIM protocol document and the management thereof.

3.2.4.2.3. Special Studies

3.2.4.2.3.1. Preparation of the client's brief — assist the client in the preparation of his requirements with regard to the purpose, scope, use and operation of the project

3.2.4.2.3.2. Site selection —research the suitability and location of a site for a proposed project

3.2.4.2.3.3. Feasibility studies — participation in technical and/or economic feasibility studies

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- 3.2.4.2.3.4. Environmental studies — participation in environmental studies
- 3.2.4.2.3.5. Energy analysis, studies and planning – Green Star Ratings
- 3.2.4.2.3.6. Market surveys — participation in market surveys
- 3.2.4.2.3.7. Traffic studies — participation in traffic-flow studies.
- 3.2.4.2.3.8. Drone studies; specialised photography for technical application and marketing material.
- 3.2.4.2.3.9. Specialist survey – Point Cloud and Liddar Survey
- 3.2.4.2.3.10. As built measured survey- required for verification of portions of construction undertaken during the works
- 3.2.4.2.4. Special Submissions to Statutory Authorities
 - 3.2.4.2.4.1. Land Use
 - 3.2.4.2.4.2. Environment
 - 3.2.4.2.4.3. Heritage, etc
- 3.2.4.2.5. Work on Existing Premises
 - 3.2.4.2.5.1. Surveys and inspections — inspect, survey, measure and prepare documentation of existing premises, with other consultants as needed
 - 3.2.4.2.5.2. Restorations and renovations — services in connection with work on existing buildings
 - 3.2.4.2.5.3. Heritage sites — services in connection with work on heritage buildings, structures and sites

3.2.4.2.5.4. Services in connection with demolition permits of existing buildings and structures.

3.2.4.2.6. Other Services

3.2.4.2.6.1. Participation in litigation and dispute resolution (where a concurrent service is provided; b) Additional services as may be mutually agreed on.

3.2.4.2.6.2. Componentisation of assets and compilation of the HV template in order to capitalise projects successfully.

3.2.5. Description of the Services: Landscape Architectural

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

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

3.2.5.1. Procurement of Plants

The role of the landscape architect would include the preparation of the planting palette. the sourcing of the

identified plants in terms of quality and quantity and potentially assisting in setting up the specifications for the establishment of an on or off-site nursery. Regular inspections of the nursery follow until the plants are delivered to site. This function is also at times fulfilled by the landscape contractors and plant brokers.

3.2.5.2. Facilitation and Co-ordination of the Incorporation of Public Art

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

Preparation of Landscape Maintenance Specifications and auditing thereof

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

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3.2.6. Description of the Services: Land Surveyor

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

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

3.2.6.1.1. The determination of the size and shape of the earth and the measurement and recording of all data needed to define the size, position, shape and contour of any part of the earth

3.2.6.1.2. the spatial positioning of objects and the positioning and monitoring of physical features, structures and engineering works

3.2.6.1.3. the planning and determination of the position of the boundaries of land and of rights in land, for the purposes of registration of such land and rights in terms of applicable legislation

3.2.6.1.4. the design, establishment and administration of geographic information systems and the collection, storage, analysis, visualisation and management of geo-spatial information

3.2.6.1.5. the measurement of land, mineral and marine resources; and such other activity as may be prescribed

3.2.6.2. Nature of the work to be performed:

3.2.6.2.1. Cadastral Surveys (New Townships)

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

3.2.6.3. Cadastral Surveys (Existing Properties)

This includes the determination of the original boundaries

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

3.2.6.4. Control Survey Network

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

3.2.6.5. Town Planning and Conveyancing

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

3.2.6.6. Sectional Title Surveys

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

3.2.6.7. Engineering Surveys

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

3.2.6.8. Office of the Surveyor-General

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

3.2.7. Description of the Services: Town Planner

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

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

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the aforesaid provisions of SPLUMA and the relevant Regulations:

3.2.7.1. Category 1: Land Development Applications

- 3.2.7.1.1. An application for amendment of the provisions of the town planning or land use scheme (by rezoning).
- 3.2.7.1.2. An application for the amendment and/or removal of restrictive conditions of title, servitudes or reservations (with regard to land development matters).
- 3.2.7.1.3. An application for consent of a municipality to use land as contemplated in a land use or town planning scheme, or an application to depart from or relax the provisions of a town planning or land use scheme, title deed or similar instrument.
- 3.2.7.1.4. An application for consent of a municipality to use land as contemplated in a condition of title, condition of township establishment or similar provision.
- 3.2.7.1.5. An application for township establishment and/or the extension of boundaries of an existing township.
- 3.2.7.1.6. An application to divide an approved township into different phases (different township extensions), to be proclaimed and developed independently.
- 3.2.7.1.7. An application for subdivision of urban land (an erf or erven in a proclaimed township) not expressly provided for in a land use scheme, which application may include the simultaneous consolidation of two (2) or more of such erven.
- 3.2.7.1.8. An application for subdivision of urban land (an erf or erven in a proclaimed township) expressly provided for in a land use scheme, which application may include the simultaneous consolidation of two (2) or more of such erven.

- 3.2.7.1.9. An application for subdivision of land held under farm title or as an agricultural holding, which application may include the simultaneous consolidation of two (2) or more such properties.
- 3.2.7.1.10. An application for the consolidation of different pieces of land (either urban, farmland or agricultural holdings) as a separate matter (not linked to the simultaneous subdivision of the same land components).
- 3.2.7.1.11. An application for the alteration, amendment or cancellation (either wholly or in part) of a general plan of a township.
- 3.2.7.1.12. An application for consent to use land or to depart from or relax any land use management provision in terms of any applicable provincial or national law.
- 3.2.7.1.13. An application to permanently close a public place (street, square or park).
- 3.2.7.1.14. An application to motivate an amendment of the provisions of an adopted spatial development framework or adopted policy of a municipality pertaining to spatial planning and land use management matters in support of a land development application.

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

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

context of the adopted by-laws namely:

3.2.7.2. Category 2: Spatial Planning and Land Use Management Investments

3.2.7.2.1. The preparation of a spatial development framework or land development policy guidelines on instruction from a municipality or other authority, including the preparation of policy guidelines on any matter relevant to spatial planning and land use management.

3.2.7.2.2. The preparation of a new or revised land use or town planning scheme under instruction from a municipality or other authority.

3.2.7.2.3. The preparation of a site development plan or similar illustrative plan for one or more properties to accompany a land development application or for other purposes, as may be required by the municipality or other authority.

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

3.2.7.3. Category 3: Miscellaneous Planning Work

3.2.7.3.1. The preparation for and attendance at a hearing conducted by a municipal planning tribunal or appeal authority or similar body, to represent a client in the event of a disputed land development application or for whatever other reason.

- 3.2.7.3.2. Participation as an expert witness in court proceedings or arbitration proceedings or similar and the preparation of an expert summary of professional opinion regarding matters which may be broadly described as falling within the realm of spatial planning or land use management matters.
- 3.2.7.3.3. Providing general spatial planning and land use management advice to an instructing client which may include the conducting of due diligence investigations or investigations regarding the potential feasibility of an intended land development project.
- 3.2.7.3.4. Providing project co-ordinating services by representing the client as co-ordinator of the involvement of a number of consultants/specialists forming part of the professional team appointed by the client to attend to a land development project.
- 3.2.7.3.5. Certifying and / or verifying work and / or documentation with regards to compliance with ruling planning legislation.

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

3.2.8. Description of the Services: Environmental Assessment Practitioner

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

- 3.2.8.1. An environmental assessment practitioner is an individual responsible for the planning, management, coordination or review of environmental impact assessments, strategic environmental assessments and environmental management programmes. An 'Environmental Assessment Practitioner' (EAP) is a consultant who conducts an Impact Assessment process including looking at alternatives, consulting the public (public participation), assessing the impact of the proposed project on the receiving environment.
- 3.2.8.2. Environmental Assessment Practitioners work as part of a team of experts to conduct environmental impact assessments, to determine the effect that developments are likely to have on the environment and society. They work within a framework of standards and regulations of the newly established Environmental Assessment Practitioners Association of South Africa that ensures ethical conduct in this profession.
- 3.2.8.3. Nature of the work to be performed:
- 3.2.8.3.1. Undertaking field assessments depending on whether the assessment focuses on the social or ecological context
 - 3.2.8.3.2. Undertaking interviews with communities and heritage assessments to inform social EIAPs.
 - 3.2.8.3.3. Ecologically focussed EIAPs using scientific research methods to collect species data.
 - 3.2.8.3.4. Reporting findings and recommending whether a development or activity goes ahead or not.
 - 3.2.8.3.5. Compile Environmental Impact Assessments or Reviews.
 - 3.2.8.3.6. Co-ordinates, manages and integrates the various components of environmental assessment throughout the planning process.
 - 3.2.8.3.7. Study both the natural and human environment.
 - 3.2.8.3.8. Undertake environmental management, environmental assessment and related studies.

3.2.9. Description of the Services: Social Facilitator

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

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

3.2.9.2.1. People are encouraged to be active and involved in managing their own development by exercising their responsibilities.

3.2.9.2.2. The community can successfully guide development planning and initiatives, resulting in a more inclusive, community-based and bottom-up planning process.

3.2.9.2.3. There is good working relationships that promote stability amongst stakeholders during the life cycle of the project.

3.2.9.2.4. There is localisation by utilisation of local material and labour thus reducing all unnecessary expenses.

3.2.9.2.5. Social facilitation is one of the critical element in the success of infrastructure projects as it ensures effective cooperation and facilitates coordination of role-players by creating a conducive environment for the smooth implementation across and beyond the implementation of the project cycle.

3.2.9.3. Nature of the work to be performed:

3.2.9.3.1. Overall Community Consultation Plan and Engagement Processes

- 3.2.9.3.2. To develop an overall community consultation plan to guide the stakeholder engagement processes which will be informed by existing local dynamics to be identified and indicated from the first interactions with the relevant officials.
- 3.2.9.3.3. Ongoing Social Facilitation Management / Coordination
- 3.2.9.3.4. Establish an informed level of communication with stakeholders;
- 3.2.9.3.5. Communicate and coordinate communication between the various stakeholders at agreed time frames;
- 3.2.9.3.6. Provide a link between local community structures and the project task team
- 3.2.9.3.7. Provide updates and analysis on pertinent action related to the project (monthly reports);
- 3.2.9.3.8. Organizing and managing community meetings;
- 3.2.9.3.9. Develop a social facilitation Implementing Plan as a reference document for the programme
- 3.2.9.3.10. Utilise existing governance structures for easy implementation of the programme at all levels and set up structures where there is none
- 3.2.9.3.11. Facilitate stakeholder engagement both at management and stakeholder level
- 3.2.9.3.12. Provide inputs to the Risk Management Plan
- 3.2.9.3.13. Develop and manage the Communication Plan
- 3.2.9.3.14. Provide input into the Monitoring and Reporting tool for the projects (with reference to employment, training and SMME development reports)
- 3.2.9.3.15. Develop and apply conflict resolution mechanisms
- 3.2.9.3.16. Craft and implement interventions and mitigation strategies

- 3.2.9.3.17. Develop social facilitation reporting templates for PSP social facilitators.
- 3.2.9.3.18. Environmental scanning
- 3.2.9.3.19. Identification of existing stakeholders and their role thereof
- 3.2.9.3.20. Ensure smooth decanting and beneficiation processes
- 3.2.9.3.21. Manage and monitor risk
- 3.2.9.3.22. Manage conflict resolution between the communities and site agents.
- 3.2.9.3.23. Formulate co-ordination of the strategies and the implementation of the systems of regular reporting to the relevant structures such as PSP Team, PSC Committee, the Departments, including local structures linked to the projects.
- 3.2.9.3.24. Prepare documentation for proper handover of the projects once completed
- 3.2.9.3.25. Ensure that all relevant legislation is complied with during project implementation
- 3.2.9.3.26. To engage with communities and stakeholders on the new technologies to be used for the construction of new infrastructure going forward.

3.2.10. Construction Manager Services

3.2.10.1. Obligations

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

- 3.2.10.1.1. Conform to programme, budget and client objectives.
- 3.2.10.1.2. Conform to specifications of design engineer.
- 3.2.10.1.3. Comply with prevailing legislation (safety etc.).
- 3.2.10.1.4. Conductive to possible time and cost savings for the client.

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3.2.10.1.5. Give specialist, knowledgeable and competent advice in regards to construction process and personnel.

3.2.10.1.6. Quality.

3.2.10.2. Authority

The construction manager has no authority to:

3.2.10.2.1. Alter design and specifications.

3.2.10.2.2. Have a contract with the small contractor or his workforce.

3.2.10.2.3. Relieve anybody of their duties or obligations.

3.2.10.2.4. The construction manager will implement actions to avoid or minimizing delays and additional costs. The manager has been delegated discretion exercisable over matter affecting the client.

3.2.10.3. Co-operation with others

The construction manager shall:

3.2.10.3.1. Co-operate with the Project Engineer. (Principle consultant)

3.2.10.3.2. Direct all instructions and communications via the Project Engineer.

3.2.10.3.3. Co-operate fully with all members of the Technical Team.

3.2.10.3.4. Provide to members of the Technical Team all Construction Management Services information; especially the Project Manager and Materials Manager.

3.2.10.3.5. Adhere to client's advices and apply only accepted norms relating to labour management, labour relations and dispute resolution.

3.2.10.3.6. Pre-empt the development of labour disputes and inform the client.

3.2.10.4. Site staff and facilities

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

3.2.10.5. Advances and payments

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

3.2.10.6. Liability

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

- 3.2.10.6.1. The settlement of legitimate claims by the small contractor.
- 3.2.10.6.2. Insufficient utilisation of plant, equipment and labour paid for by the client.
- 3.2.10.6.3. The loss of materials paid for by the client.
- 3.2.10.6.4. Damage caused to site facilities through negligent acts of the site staff under control of construction manager.

3.2.10.7. Exclusions

The construction manager shall not be liable for damages arising from:

- 3.2.10.7.1. The acts of any contractor or workforce
- 3.2.10.7.2. The acts of any site staff not under the construction manager control
- 3.2.10.7.3. Any section of the project for which the construction manager has not been appointed
- 3.2.10.7.4. The actual project cost exceeding the project budget as estimated
- 3.2.10.7.5. The resolution of any labour disputes
- 3.2.10.7.6. Inclement weather conditions
- 3.2.10.7.7. Sub-surface conditions
- 3.2.10.7.8. The occurrence of any event beyond the control of the construction manager which results in:
 - 3.2.10.7.8.1. A material affect of the works.
 - 3.2.10.7.8.2. Disruption of labour and materials.
 - 3.2.10.7.8.3. Disruption in free access to the site.
 - 3.2.10.7.8.4. Material risk to persons or property.

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3.2.10.7.8.5. Any accepted risk.

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C3.2: - Scope Provided by the Consultant.

It is not expected that the *Consultant* will be required to provide any additional scope. The scope is informed only by the information that is provided.

List of Appendices to the Client's Scope

Which are to be taken into account by the *Consultant* in its preparation of the basic engineering packages.

- Internal measurements

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Part A: Tender

Part C4: Site Information

Document Reference	Title	No of pages
C4	Site Information	Page 178

C4: Site Information



Figure 1: TASEZ Phase 2 Proposed Master Plan (Replace)