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06/03/2025

public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

Private Bag X65, Pretoria, 0001. Tel (12) 406 1733
Central Government Offices, Cnr Madiba and Bosman Street, Pretoria

TENDER DOCUMENT

INVITATION TO TENDER FOR PROFESSIONAL SERVICES:

ARCHITECTURAL SERVICES

FOR THE PROJECT

DURBAN CBD: ERF 11607 AND REMAINDER OF ERF 11608: APPOINTMENT OF SERVICE PROVIDER FOR GOVERNMENT PRECINCT DEVELOPMENT PLAN WCS 57036

WCS: 57036
REFERENCE NO: 57036

TENDER NO: H24/061AI

Name of tenderer: .....

ISSUED BY:
THE DIRECTOR-GENERAL
DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE

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Annexure
A 2023 National Department of Public Works & Infrastructure - Scope of Architectural Services and Tariff of Fees in respect of services rendered by a person registered in terms of section 19(2) of the Architectural Profession Act, 2000 (Act No.44 of 2000)

B Scope of Work – Durban CBD: Erf 11607 and remainder of Erf 11608: Appointment of Service Provider for Government Precinct Development Plan WCS 57036

C: National Department of Public Works. Civil and Structural Engineering Services, Guidelines for Site Clearance Requirements, August 2019.

T1: TENDERING PROCEDURES

T1.1 Notice and Invitation to Tender

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

T1.1.2 The Government of the Republic of South Africa in its Department of Public Works invites tenders for the provision of **PROFESSIONAL ARCHITECTURAL SERVICES** as further fully described in C3 Scope of Services hereof.

T1.1.3 **COLLECTION OF TENDER DOCUMENTS**

☒ Bid documents are available for free download on e-Tender portal www.etenders.gov.za

☒ Alternatively; Bid documents may be collected during working hours at the following address
Physical address: CGO Building
Cnr. Madiba and Bosman Street
PRETORIA

Tender documents may be collected on working days **between 07:30 and 12:45** and **between 13:30 and 15:30**. A non-refundable deposit of **R 200** is payable, in cash only, on collection of the tender documents.

T1.1.4 Queries relating to these documents may be addressed to the Employer's authorised and designated representative who is the departmental project manager:

Ms. Lizelle Coetzee
Tel no: 012 406 1733
Cell no: 083 633 3606
Email: Lizelle.coetzee@dpw.gov.za

Physical address: CGO Building
Cnr. Madiba and Bosman Street
PRETORIA

Postal address: Private Bag X65
PRETORIA
0001

T1.1.5 The closing time for receipt of tenders is as advertised on the Departmental website and eTenders Portal. Telephonic, facsimile, electronic and late tenders will not be accepted.

T1.1.6 Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in T1.2 Tender Data.

T1.2 Tender Data

T1.2.1 Standard Conditions of Tender
The conditions of tender are the **Standard Conditions of Tender** as contained in **Annexure C** of the **Construction Industry Development Board Standard for Uniformity in Engineering and Construction Works Contracts** as per Government Notice No. 423 published in Government Gazette No. 42622 of **8 August 2019** and as amended from time to time.

The Standard Conditions of Tender is not included in this tender document. Tenderers must obtain it on the CIDB's Website at:
http://www.cidb.org.za/procurement/procurement_toolbox/cidb_pub/default.aspx

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

Each item of data given below is cross-referenced to the clauses marked [C] in the Standard Conditions of Tender to which it mainly applies.

By submitting a tender in response to T1.1 Notice and Invitation to Tender above, the tenderer binds himself to a *pactum de contrahendo* (contract aimed at conclusion of another contract), the terms of which are contained in the Standard Conditions of Tender and T1.2 Tender Data.

Clause number	
[C.1.1]	The Employer is the **Government of the Republic of South Africa in its Department of Public Works & Infrastructure.**
[C.1.2]	For this Contract the single volume approach is adopted. This procurement document has been formatted and compiled under the headings for a single volume approach as contained in table 5 of the CIDB's "Standard for Uniformity in Construction Procurement." The tendering Service Provider's attention is specifically drawn to the T2 Returnable Documents identified in the T2.1 List of Returnable Documents and in the T2.2 Returnable Schedules. The Returnable Documents must be obtained and the Returnable Schedules must be completed by a tenderer when submitting a tender. The tenderer must complete these documents, including the "Offer" document in C1.1 Form of Offer and Acceptance, and deliver his tender back to the Employer bound as it was received. The tender document, issued by the Employer, comprises the following separate identifiable documents collectively forming the "Tender Document in a single volume": The Tender T1: Tendering Procedures T1.1 Notice and Invitation to Tender T1.2 Tender Data T2: Returnable Documents T2.1 List of Returnable Documents T2.2 Returnable Schedules The Contract C1: Agreement and Contract Data C1.1 Form of Offer and Acceptance C1.2 Contract Data C2: Pricing Data C2.1 Pricing Assumptions C2.2 Activity Schedule C3: Scope of Services C4: Site Information

[C.1.4]	The Employer's agent for the purpose of this tender is deemed to be the authorised and designated representative of the Employer, who will be the departmental project manager as noted in T1.1.6 Notice and Invitation to Tender.
[C.2.1]	**Tenders will only be considered for acceptance if** (i.e. will only be regarded as responsive if): 1. The tendering Service Provider is an architectural business undertaking, which is under the fulltime supervision of a registered professional architect/s in terms of the Architectural Professions Act, 2000 (Act no 44 of 2000), owning the majority shares or voting power, as determined by the South African Council for the Architectural Profession in its Code of Professional Conduct, and who will hereafter be referred to as **registered principals** of the business undertaking. **or** The tendering Service Provider is a multidisciplinary professional practice, that also practices architectural work, which architectural division/section is under the fulltime supervision of a registered professional architect, as determined by any of the relevant professional Councils, where applicable, for cases pertaining to multi-disciplinary practices/business undertakings, in their respective Codes of Professional Conduct, in terms of number, shareholding and voting power, who are registered correspondingly in terms of the Architectural Professions Act, 2000 (Act no 44 of 2000), Landscape Architectural Profession Act, 2000 (Act no 45 of 2000), Engineering Profession Act, 2000 (Act no 46 of 2000), Construction and Project Management Profession Act, 2000 (Act no 48 of 2000) and/or Quantity Surveying Profession Act, 2000 (Act no 49 of 2000), and who will hereafter be referred to as **registered principals** of the practices. For architectural services in the multidisciplinary professional practice the minimum requirement is for the architectural division/section to be under fulltime direct supervision of a registered professional architect/s who is/are registered in terms of the Architectural Professions Act, 2000 (Act no 44 of 2000), and who will hereafter be referred to as **registered principals** of the business undertaking. 2. Copies of certificates or other documentation clearly proving current professional registration with the relevant council, including registration numbers, of all the **registered principals** mentioned in 1 above are included with the tender as part of the returnable documentation. Where applicable and in order to determine that the bidder is indeed a multidisciplinary professional practice, copies of certificates or other documentation clearly providing current professional registration with the relevant council, including registration numbers of the director(s) based in South Africa of the legal entity mentioned in 1 above are to be included with the tender as part of the returnable documentation. Two or more professional disciplines would qualify as a multidisciplinary professional practice. 3. The information, required in respect of 1 and 2 above, has been provided for all Service Providers tendering in consortium or joint venture; 4. All registered professional architects, of whom the same documentation as in 2 above has been included in the tender of the tendering Service Provider, has been listed in C1.2.3, clause 7.1.2 Key Persons; [The Employer retains the right to verify current professional registration required in terms of 2, 3 and 4 above with the relevant council as part of the tender evaluation process. **In the event of any such person not currently being registered with the relevant council, it will render the tender as unacceptable (i.e. non-responsive) and excluded from further consideration.**]

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

6. **Method to be used to calculate points for specific goals**

☐ 6.1 **For procurement transaction with rand value greater than R2 000,00 and up to R1 Million (Inclusive of all applicable taxes) the specific goals listed below are applicable.**

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE which is at least 51% owned by black people (Mandatory)	10	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	• Official Municipal Rates Statement which is in the name of the bidder. Or • Any account or statement which is in the name of the bidder. Or • Permission To Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or • Lease Agreement which is in the name of the bidder.
3.	An EME or QSE which is at least 51% owned by black women (Mandatory)	4	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4.	An EME or QSE which is at least 51% owned by black people with disability (Mandatory)	2	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. and • Medical Certificate indicating that the disability is permanent. Or • South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. Or • National Council for Persons with Physical Disability in South Africa registration (NCPPDSA).
5.	An EME or QSE which is at least 51% owned by black youth (Mandatory)	2	• ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

☒

6.2 For procurement transaction with rand value greater than R1 Million and up to R50 Million (Inclusive of all applicable taxes) the specific goals listed below are applicable.

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	10	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	• Official Municipal Rates Statement which is in the name of the bidder. Or • Any account or statement which is in the name of the bidder. Or • Permission To Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or • Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51% owned by black women (Mandatory)	4	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4.	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. and • Medical Certificate indicating that the disability is permanent. Or • South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. Or National Council for Persons with Physical Disability in South Africa registration (NCPPDSA).

5.	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	• ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

☐ **6.3 For procurement transaction with rand value greater than R50 Million (Inclusive of all applicable taxes) the specific goals listed below are applicable.**

Serial No	Specific Goals	Preference Points Allocated out of 10	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	4	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	• Official Municipal Rates Statement which is in the name of the bidder. Or • Any account or statement which is in the name of the bidder. Or • Permission To Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or • Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51% owned by black women (mandatory)	2	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

4. ☐	An EME or QSE which is at least 51% owned by black people with disability (Mandatory)	2	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. and • Medical Certificate indicating that the disability is permanent. Or • South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. Or National Council for Persons with Physical Disability in South Africa registration (NCPPDSA).
	OR		
5. ☐	An EME or QSE which is at least 51% owned by black youth (Mandatory **NB. (The use of this goal is mandatory however the BSC must select either one of the two and not both)**		• ID copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

Black people mean Africans, Coloureds and Indians, who - (a) are citizens of the Republic of South Africa by birth or descent; or (b) became citizens of the Republic of South Africa by naturalisation - (i) before 27 April 1994; or (ii) on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalisation prior to that date. (BROAD-BASED BLACK ECONOMIC EMPOWERMENT ACT No 25899, 2003 of 9 JANUARY 2004).

7. Functionality criteria

Assessing this tender in terms of Functionality is **applicable.**

Functionality will be applied to test the capability and capacity of the tenderer, such criteria are used to establish minimum requirements where after bids will be evaluated solely on the basis of price and preference. Failure to meet minimum functionality score will result in the tenderer being disqualified.

When applicable:

(a) The tendering Service Provider has provided the required information/documentation to enable an evaluation panel to perform functionality as described in 6.2(b) and upon scoring, a risk assessment as described in 6.2(c) hereafter and referred to in T2.1 – sub paragraph 3;

(b) Tender offers are judged by an evaluation panel in terms of functionality, which functionality will be evaluated against the following criteria on a scoring system of 1 to 5, weighted as indicated:

Functionality criteria:[1]	Weighting factor:
1. EXPERIENCE OF COMPANY. Attach valid reference letters or completion letters (not letters of appointment) not older than 10 years, to substantiate project experience in urban design of the company. **7 or more Projects = 5 Points** **6 Projects = 4 Points** **5 Projects = 3 Points** **4 Projects = 2 Points** **3 Projects = 1 Point** **0, 1 or 2 projects = 0 Points**	**30**
2. EXPERIENCE OF LEAD PROFESSIONAL ARCHITECT. A lead Professional Architect (with urban design experience) registered with the South African Council for the Architectural Profession (SACAP). **1. Lead Prof. Architect with 10 years or more experience post registration = 5 Points** **2. Lead Prof. Architect with 9 years' post registration experience = 4 points** **3. Lead Prof. Architect with 8 years' post registration experience = 3 points** **4. Lead Prof. Architect with 7 years' post registration experience = 2 points** **4. Lead Prof. Architect with 6 years' post registration experience - 1 point** **5. Lead Prof. Architect with less than 6 years' experience post registration - 0 points**	**30**
3. SUPPORTING PROJECT TEAM EXPERIENCE: Years of experience of the following additional required resources. **a) Professional Civil Engineer (sewer, water, stormwater) (ECSA)** **b) Professional Civil Engineer (structural) (ECSA)** **c) Professional Land Surveyor (SAGC)** **d) Professional Engineering Surveyor (SAGC)** **e) Professional Civil Engineer (geotechnical specialist) (ECSA) / Geotechnical Specialist (SACNASP)** **f) Professional Electrical Engineer (ECSA)** **g) Professional Civil Engineer (traffic specialist) (ECSA)** **h) Professional Town Planner (SACPLAN)** **i) Professional Landscape Architect (SACLAP)** **j) Professional Quantity Surveyor (SACQSP)** **k) Conveyancing Attorney (LPC)** **l) Environmental Assessment Practitioner (EAPASA)** **1. 4 or more of the 12 professionals with more than 3 years' experience post registration = 5 points** **2. 1 - 3 of the 12 professionals with more than 3 years' experience post registration = 4 points** **3. All of the 12 professionals with 3 years' experience post registration = 3 points** **4. All of the 12 professionals with 0, 1, or 2 years' experience post registration = 0 points**	**30**

[1] The points allocated to each functionality criterion should not be generic but should be determined separately for each tender on a case by case basis.

4. FINANCIAL CREDIBILITY: Service provider should provide a letter from a banking institution which is not older than 3 months not a bank statement, letter of good standing or proof of bank account. **1. Bank Rating of 'A' — 5 Points** **2. Bank Rating of 'B' — 4 Points** **3. Bank Rating of 'C' — 3 Points** **4. Bank Rating of 'D' — 2 Points** **5. Bank Rating of 'E' — 1 Point** **6. No Bank Rating Letter — 0 Points** **In case of a joint venture, each entity to submit its own Bank Rating Letter. The Bank Rating Letter with the highest rating will be considered when awarding point(s)**	**10**
Total	**100 Points**

(Weightings will be multiplied by the scores allocated during the evaluation process to arrive at the total functionality points)

Minimum functionality score to qualify for further evaluation:	**60**

Tenderers who fail to achieve the minimum functionality score will render the tender as unacceptable and will be excluded from further consideration

(c) Risk assessment in terms of Risk to the Employer

Tender offers are judged by an evaluation panel in terms of risk to the Employer. Such risk will be evaluated against technical and commercial risk criteria listed below. Such risk will be evaluated against the criteria listed below. Each criterion carries the same weight / importance and will be evaluated individually by the Bid Evaluation Committee appointed on the project. An assessment of unacceptable risk on any single criterion will constitute unacceptable risk for the award as a whole, resulting in the tender to be disqualified and removed from further consideration.

In order for the evaluation reports to be prepared by the Bid Evaluation Committee, the Tenderer is obliged to provide comprehensive information on form DPW-09 (PSB). Failure to complete the said form will cause the tender to be declared non-responsive and removed from any further consideration. Information provided in the returnable documentation must be provided in sufficient detail to enable the evaluation panel to evaluate the risk criteria set out below.

The Employer reserves the right to request further clarification, elucidation, additional documentation / information, etc. as may be required to evaluate the tender. The afore-mentioned can also entail that the persons, named in the schedule of Key Persons (C1.2.3 Data provided by the Service Provider, clause 7.1.2), be invited to an interview.

The information must be provided by the Tenderer within the stipulated time as determined by the Bid Evaluation Committee, failing which the tender offer will *mutatis mutandis* be declared non-responsive.

The risk criteria are as follows:

Technical risks:

Criterion 1: Experience on comparable projects during the past 10 years.
The tendering Service Provider's experience on comparable projects during the past 10 years. The number of current and previous comparable projects performed by the Tenderer as per the evaluation report prepared by the Bid Evaluation Committee, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (PSB), as well as, if necessary, of any additional work executed by the Tenderer, not reflected on form DPW-09 (PSB).

Aspects to be regarded as "comparable" includes (but may be extended according to circumstances): size of projects (measured against monetary value or other project quantifying parameters), nature of projects (building, engineering, high/low rise, etc.), locality/area of execution (site-specific influences, knowledge of local conditions, etc.), complexity of project, projects for similar client department irrespective of end purpose of buildings/facilities created or in progress of being created and time scales of projects (normal, fast track, etc.) and stage of its/their development.

[An opinion will be formed by each of the members of an evaluation panel according to his/her assessment of the experience and performance of the tendering Service Provider from information submitted with the tender (in written-, report- and/or brochure format), and upon further investigations/reference checks that may be performed, for which purpose the tendering Service Provider must include names and contact particulars of present and previous Employers to whom services are/were rendered. The Employer retains the right to contact references not mentioned by the tendering Service Provider. Members of the evaluation panel will discuss their respective risk perceptions in order to reach consensus, failing which the specific risk will be put to the vote. **No risk assessment will be performed for this criterion in the absence of relevant information with the tender and will therefore render the tender as unacceptable and will be excluded from further consideration.**]

Criterion 2: Contractual commitment and quality of performance on comparable projects during the past 10 years.
Adherence to contractual commitments and quality of performance of comparable current and previous projects performed by the Tenderer on comparable projects during the past 10 years as per the evaluation report prepared by the Bid Evaluation Committee, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (PSB), as well as, if necessary, of any additional work executed by the Tenderer, not reflected on form DPW-09 (PSB).

Aspects to be considered include but not limited to time management & programming, quality of detailed designs, extent of variations to scope due to shortcomings in original designs, compliance to relevant regulations, personnel resources & technical experience of representatives, turnover in representatives, decision making & problem solving skills, promptness and quality of contract administration in terms of reporting and issuing contract documents, attending site meetings, scope management, leadership and accountability, conformance to specification and quality compliance, risk Identification and mitigation, all with respect to specific aspects of the project / comparable projects and the project tendered for.

[An opinion will be formed by each of the members of an evaluation panel according to his/her assessment of the experience and performance of the tendering Service Provider from information submitted with the tender (in written-, report- and/or brochure format), and upon further investigations/reference checks that may be performed, for which purpose the tendering Service Provider must include names and contact particulars of present and previous Employers to whom services are/were rendered. The Employer retains the right to contact references not mentioned by the tendering Service Provider.

Members of the evaluation panel will discuss their respective risk perceptions in order to reach consensus, failing which the specific risk will be put to the vote. **No risk assessment will be performed for this criterion in the absence of relevant information with the tender and will therefore render the tender as unacceptable and will be excluded from further consideration.**]

Criterion 3: Suitably qualified and appropriately experienced human resources
Allocation of suitably qualified and appropriately experienced human resources, both in respect of principals and/or other staff (professional, technical and/or administrative) of the tendering Service Provider to the project, as described in the schedule of Key Persons in terms of clause 7.1.2 of the General Conditions of Contract, as proof that the tendering Service Provider will be able to react/respond appropriately to the Services required herein. The Company Organogram with CV's and certified ID's of all principals and employed workforce as well as proof of Professional Registration will be verified. Current and future workload of the tenderer in relation to capacity and capability will also be considered. The tenderer should demonstrate that he or she possesses the necessary professional and technical qualifications, and professional and technical competence in relation to the scope of work and service to be rendered.

[An opinion will be formed by each of the members of an evaluation panel according to his/her assessment of the qualifications and experience of the human resources allocated to the project in terms of the Key Persons (C1.2.3 Data provided by the Service Provider, clause 7.1.2), from information contained in curriculum/curricula vitae submitted with the tender. Members of the evaluation panel will discuss their respective risk perceptions in order to reach consensus, failing which the specific risk will be put to the vote. **No risk assessment will be performed for this criterion in the absence of relevant information / curricula vitae with the tender and will therefore render the tender as unacceptable and will be excluded from further consideration.**]

Criterion 4: Proof of Professional Indemnity Insurance

Confirmation of the required level of professional indemnity insurance specified in terms of Contract Data clause 5.4.1 (C1.2.3 Data provided by the Service Provider).

[If confirmation/proof of professional indemnity insurance is not duly confirmed in C1.2.3 Data provided by the Service Provider, the risk to Employer will be regarded as unacceptable and render the tender unacceptable on grounds of not being to specification. The Employer retains the right to request documentary proof of such insurance as part of the tender evaluation process. **Unconfirmed professional indemnity insurance will render the tender as unacceptable in terms of risk to the Employer and will be excluded from further consideration.**]

Criterion 5: Attendance of compulsory bid clarification meeting, if applicable

If applicable, submission of confirmation of DPW-16.1 (PSB) attendance of compulsory bid clarification meeting or proof of attending the compulsory virtual meeting by a suitably qualified and experienced representative of the tendering Service Provider in terms of clause [C.2.7] (T1.2 - Tender Data).

[Non-attendance, if compulsory in terms of [C.2.7], will be regarded as a risk to the Employer in that salient information required for tender purposes would not have been to the knowledge of the tendering Service Provider, rendering any resultant tender to be incomplete. **Non-attendance will render the tender a risk to the Employer and will therefore be excluded from further consideration.**

In the event of the clarification meeting not being compulsory, this risk criterion will not be applicable.]

Commercial risks:

	The financial viability assessment evaluates the risk over the life of the service contract period, as to whether the tenderer will be able to deliver the goods and services which are specified in the contract and / or be able to fulfil guarantees or warranties provided for in the contract in order to complete the project successfully for the amount tendered. Aspects to be considered include but not limited to, the respective rates tendered, bank rating, financial capability and capacity whether the tenderer has or has access to sufficient financial resources to deliver the goods or services described in the tender documentation (including fulfilling any guarantees or warranty claims), whether the tenderer is not subject to any current or impending legal action (either formal proceedings or notification of legal action) which could impact on the financial standing of the tenderer or the delivery of the goods or services, management accounts / financial report from auditors as proof of current liquidity, and company or any parent company or investor guarantee/s and financial statements. [An opinion will be formed by each of the members of an evaluation panel according to his/her assessment of the financial viability of the amount tendered in order to render the service. Members of the evaluation panel will discuss their respective risk perceptions in order to reach consensus, failing which the specific risk will be put to the vote. **No risk assessment will be performed for this criterion in the absence of relevant information/ curricula vitae with the tender and will therefore render the tender as unacceptable and will be excluded from further consideration.**] Other project specific risk criteria **are not applicable** **Note: Any tender not complying with all of the above-mentioned stipulations will be regarded as non-responsive and will therefore not be considered for further evaluation.**
[C.2.7]	A tender clarification meeting will be held in respect of this tender by way of virtual meeting. Attendance of said clarification meeting is compulsory. The particulars for said tender clarification meeting are: Location: N/A Venue: N/A Virtual Meeting: Microsoft Teams To received the meeting link, send an email to lizelle.coetzee@dpw.gov.za. Alternatively open the internet browser and search for "Join Microsoft Teams Meeting" and enter the following Meeting ID and Passcode Meeting ID: 358 449 882 169 Passcode: v9Bt6fB7 Date: 18 March 2025 Starting time: 10:00 am
[C.2.13.3]	Each tender offer communicated on paper shall be submitted as an original. **Each page of the tender document shall be initialled by the Authorised Signatory as per the Resolution of the Board of Directors, Consortia or Joint Venture in terms of PA15.1, PA15.2 or PA15.3.**
[C.2.13.4]	Delete the last sentence of the paragraph: "Signatories for … of the tender offer."
[C.2.13.5]	The Employer's addresses for delivery of tender offers are as advertised on the Departmental website and eTenders Portal.. In addition, the following identification details must be provided on the back of the envelope: **Tenderer's name, contact address and telephone number** and in the top left corner on the back of the envelope: **"Tender no. "** (and fill in the tender number as on the front page hereof) **"WCS no. "** (and fill in the WCS number as on the front page hereof) **"Tender for Architectural Services".**
[C.2.13.6]	A two-envelope procedure will not be followed.

[C.2.15]	The closing time for submission of tenders is as advertised on the Departmental website and eTenders Portal..
[C.2.16]	The tender validity period is 84 days from date of tender closure.
[C.2.19]	The tenderer shall provide access for inspections to his offices as may be required by the Employer.
[C.2.22]	Not a requirement.
[C.2.23]	The tenderer is required to submit with his tender all documents listed in T2 Returnable Documents, T2.1 and T2.2.
[C.3.4]	The time and location for opening tender offers are: Time: tenders will be opened immediately or as soon as possible after the closing time as advertised on the Departmental website and eTenders Portal.; Location: Room 121, Department of Public Works and Infrastructure, Central Government Offices, North Wing, Cnr Madiba and Bosman Street, Pretoria
[C.3.5]	A two-envelope procedure will not be followed.
[C.3.9.3]	Omit the wording and replace with the following: "Notify the tenderer of all errors, omissions and/or rate imbalances that are identified in the tender offer and request the tenderer to, within a stipulated time, accept the total of prices as corrected in accordance with C.3.9.4."
[C.3.9.4]	Omit the wording of the first sentence and replace with: "In cases where tender offers contain errors, omissions and/or rate imbalances, these are to be corrected as follows:" Add sub-paragraph c) as follows: "c) If the tenderer does not accept the corrected tender offer, or cannot reach consensus with the Employer on a corrected tender offer, the tenderer is to be classified as not acceptable/non-responsive and removed from further contention."
[C.3.11]	The procedure for the evaluation of responsive tenders is Method 2: Financial Offer and Preference.
[C.3.17]	The number of paper copies of the signed contract to be provided by the employer is <u>one</u>.

T2: RETURNABLE DOCUMENTS

This tender document in its entirety, all returnable documents which must be attached to this tender document, and all returnable schedules must be returned when the tender is submitted.

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

1. Copies of present registration, with the registration numbers, of all the registered principals and professionals mentioned under T1.2 Tender Data, clause [C.2.1], item 2, as well as in C1.2.3 Data provided by the Service Provider, clause 7.1.2 Key Persons, with the **South African Council for the Architectural Profession** as "Professional Architects".

2. A valid original or certified copy of B-BBEE status level verification certificate.

3. An exposition, with necessary annexures, in suitable format and in sufficient detail, providing all the information necessary for the evaluation panel to be able to evaluate the functionality and risk set out in T1.2 Tender Data, clause [C.2.1].

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

T2.2.1 **SUBSTANTIVE COMPLIANCE RESPONSIVENESS CRITERIA**

Failure to submit fully completed documents as stated hereunder shall result in the tender offer being disqualified from further consideration:

1	☒	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.
2	☒	Tender offer must be properly received on the tender closing date and time specified on the invitation, completed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink. (All as per Standard Conditions of Tender).
3	☒	Use of correction fluid is prohibited.
4	☒	Submission of signed Form of Offer and Acceptance (C1.1)
5	☐	Submission of DPW-09 (PSB): Particulars of Tenderer's Projects.
6	☒	Submission of fully completed (C2.2.2) Activity Schedule for Value Based Fees OR (C2.2.3) Activity Schedule for Time Based Fees, whichever is applicable in accordance with C2.1.1.1.
7	☐	Submission of acceptable Professional Indemnity insurance as per C1.2.3
8	☐	Provide proof of valid professional registration, qualification, CV's and other documentation relating to registered principals and key personnel as contained in C2.1 (2) and 7.2.
9	☐	Bidders must comply with DPW-21 (PSB): Record of Addenda to tender documents, if any.
10	☒	Submission of DPW-16.1 (PSB): Tender Clarification Meeting Certificate signed by the authorised official and completion of bid briefing attendance register.
11	☒	Registration on National Treasury's Central Supplier Database
12	☒	A lead Professional Architect (SACAP) with a minimum of 6 years experience post registration.

13	☒	Required additional registered professional resources with a minimum of 3 years' experience post registration. 1. Professional Civil Engineer (sewer, water, stormwater) (ECSA) 2. Professional Civil Engineer (structural) ECSA 3.Professional Civil Engineer (geotechnical specialist) (ECSA) / Geotechnical Specialist (SACNASP) 4. Professional Electrical Engineer (ECSA) 5. Professional Civil Engineer (traffic specialist) (ECSA) 6. Professional Town Planner (SACPLAN) 7. Professional Landscape Architect (SACLAP) 8. Professional Quantity Surveyor (SACQSP) 9. Professional Land Surveyor (SAGC) 10. Professional Engineering Surveyor (SAGC) 11. Conveyancing Attorney (LPC) 12. Environmental Assessment Practitioner (EAPASA)
14	☒	Required additional resources with a minimum of 6 years' experience post qualification. 1. Property Management Specialist in Facilities Management. 2. Urban Economist/Market Analyst. 3. Community Development-/Change Management-/Public Relations-/Social Science-/ Development Studies Specialist in Social Facilitation.
15	☒	Provide CV relating to registered principals and key personnel as contained in C2.1(2) and 7.2.
16	☐	

T2.2.2 ADMINISTRATIVE RESPONSIVENESS CRITERIA

The Employer reserves the right to request further information regarding the undermentioned criteria. Failing to submit further clarification and/or documentation within 7 calendar days from request will disqualify the tender offer from further consideration.

1	☒	Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's.
2	☒	Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.
3	☒	All parts of tender documents submitted must be fully completed in ink and signed where required.
4	☒	Submission of (PA-11): Bidder's disclosure
5	☒	Submission of PA-16.1 (PSB): Ownership Particulars
6	☒	Submission of documentation relating to **risk assessment criteria** as contained in C 2.1 of T1.2 Tender Data.
7	☒	Data provided by the Service Provider (C1.2.3) fully completed.
8	☒	Submission of (PA 40): Declaration of Designated Groups
9	☒	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD). Insert the Supplier Registration Number on the form of offer, including proposed sub-consultants if any
10	☒	Upon request, submission of fingerprints obtainable from local SAPS including any other additional documentation and information required for vetting purposes.
11	☐	Upon request, submission of a fully completed security clearance application form with supporting documentation and information as required. The security clearance form will be provided by the Employer for projects requiring a security clearance.

12	☒	Provide proof of valid professional registration and qualification relating to registered principals and key personnel as contained in C2.1(2) and 7.2
13	☒	Provide proof of valid qualification for: 1. Property Management Specialist in Facilities Management. 2. Urban Economist/Market Analyst. 3. Community Development/Change Management/Public Relations/Social Science/ Development Studies Specialist in Social Facilitation.
14	☒	Provide proof of Professional Indemnity Insurance as per C1.2.3.
15	☒	Provide completed DPW-09 (PSB): Particulars of Tenderer's Projects aligned to valid reference letters or completion letters (not letters of appointment) of projects with urban design.

T2.2.3 ADMINISTRATIVE REQUIREMENTS APPLICABLE FOR SPECIFIC GOALS.

Tenderers will not be required to submit the below documents if not provided in the original tender proposals. **Failure to comply with the criteria stated hereunder shall result in the tenderer not allocated points for specific goals.**

1	☒	Submission of (PA-16): Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022
2	☒	A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Certificate issued by a SANAS accredited service provider

PA-16.1 (PSB): OWNERSHIP PARTICULARS

NB: 1. This form is to be read with the Notice and Invitation to Tender and [C.2.1] sub paragraphs 1 and 2 of the Tender Data pertaining to this Tender, and completed according to the definitions and information contained in said documents.

2. **Failure to complete this form may result in the tender being disqualified.**

Project title:	Architectural services for: **DURBAN CBD: ERF 11607 AND REMAINDER OF ERF 11608: APPOINTMENT OF SERVICE PROVIDER FOR GOVERNMENT PRECINCT DEVELOPMENT PLAN WCS 57036**
Tender / Quotation no:	

1. REQUIRED DOCUMENTARY PROOF

The following documentation must be included in the tender as part of the Returnable Documents. Failure to provide the said documentation may result in the tender being disqualified.

Legal Status of Tendering Entity: **If the Tendering Entity is:**	**Documentation to be submitted with the tender:**
a. A close corporation, incorporated prior to 1 May 2011 under the Close Corporations Act, 1984 (Act 69 of 1984, as amended)	Copies of the Founding Statement – CK1
b. A profit company duly registered as a private company. [including a profit company that meets the criteria for a private company, whose Memorandum of Incorporation states that the company is a personal liability company in terms of Section 8(2)(c) of the Companies Act, 2008 (Act 71 of 2008, as amended)].	Copies of: i. Certificate of Incorporation – CM1; ii. Shareholding Certificates of all Shareholders of the company, plus a signed statement of the company's Auditor, certifying each Shareholder's ownership / shareholding percentage relative to the total; and/or iii. Memorandum of Incorporation in the case of a personal liability company.
c. A profit company duly registered as a private company in which any, or all, shares are held by one or more other close corporation(s) or company(ies) duly registered as profit or non-profit company(ies).	Copies of documents referred to in a. and/or b. above in respect of all such close corporation(s) and/or company(ies).
d. A profit company duly registered as a public company.	Copy of Certificate of Incorporation – CM1, and a signed statement of the company's Secretary or Auditor confirming that the company is a public company.
e. A non-profit company, incorporated in terms of Section 10 and Schedule 1 of the Companies Act, 2008 (Act 71 of 2008, as amended).	Copies of: i the Founding Statement – CK1; and ii the Memorandum of Incorporation setting out the object of the company, indicating the public benefit, cultural or social activity, or communal or group interest.
f. A natural person, sole proprietor or a Partnership	Copy(ies) of the Identity Document(s) of: i. such natural person/ sole proprietor, or ii. each of the Partners to the Partnership.
g. A Trust	Deed of Trust duly indicating names of the Trustee(s) and Beneficiary (ies) as well as the purpose of the Trust and the mandate of the Trustees.

2. DETAIL OF ALL PARTNERS, PROPRIETORS, MEMBERS AND/OR SHAREHOLDERS OF THE SERVICE PROVIDER:

Full Name #	Identity Number	Relevant Professional Council	Professional Registration Number	Date of Ownership	Percentage Owned	Percentage Voting
Totals:					**100%**	**100%**

\# All registered principals, i.e. sole proprietors, partners in partnerships, members of close corporations and in the event of a legal entity being a private company with shareholding, all directors formally appointed to manage the business undertaking

DPW-09 (PSB): PARTICULARS OF TENDERER'S PROJECTS

Project title:	**DURBAN CBD: ERF 11607 AND REMAINDER OF ERF 11608: APPOINTMENT OF SERVICE PROVIDER FOR GOVERNMENT PRECINCT DEVELOPMENT PLAN WCS 57036**		
Tender / Quotation no:	H24/061AI	**Closing date:**	28 March 2025
Advertising date:	6 March 2025	**Validity period:**	84 days

Note: The Tenderer is required to furnish the following particulars and to attach additional pages if more space is required.

1. PARTICULARS OF THE TENDERER'S CURRENT AND PREVIOUS COMMITMENTS

1.1. Current projects

	Projects currently engaged in	Name of Employer or Representative of Employer	Contact tel. no.	Contract sum of Project	Scope of Services (Work stages appointed for – eg 1 to 6)	Work stages completed	Work stages in progress
1							
2							
3							
4							
5							
6							
7							

1.2. Completed projects

Projects completed in the last 5 (five) years		Name of Employer or Representative of Employer	Contact tel. no.	Contract sum of Project	Scope of Services (Work stages appointed for – e.g. 1 to 6)	Date of appointment	Date of completion
1							
2							
3							
4							
5							
6							
7							
8							
9							

Name of Tenderer	Signature	Date

PA- 40: DECLARATION OF DESIGNATED GROUPS

Name of Tenderer ..... ☐EME[2] ☐QSE[3] ☐ **Non EME/QSE (tick applicable box)**

1. **LIST ALL PROPRIETORS, MEMBERS OR SHAREHOLDERS BY NAME, IDENTITY NUMBER, CITIZENSHIP AND DESIGNATED GROUPS.**

Name and Surname #	Identity/ Passport number and Citizenship##	Percentage owned	Black	Indicate if youth	Indicate if woman	Indicate if person with disability	Indicate if living in rural / under developed area/township	Indicate if military veteran
1.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
2.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
3.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
4.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
5.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
6.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
7.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
8.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
9.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
10.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No

\# Where Owners are themselves a Company, Close Corporation, Partnership etc., identify the ownership of the Holding Company, together with Registration number
\## State date of South African citizenship obtained (not applicable to persons born in South Africa)

[2] EME: Exempted Micro Enterprise
[3] QSE: Qualifying Small Business Enterprise

2. DECLARATION:

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

1 The information and particulars contained in this Affidavit are true and correct in all respects;
2 The Broad-based Black Economic Empowerment Act, 2003 (Act 53 of 2003), Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), , National Small Business Act102 of 1996 as amended and all documents pertaining to this Tender were studied and understood and that the above form was completed according to the definitions and information contained in said documents;
3 The Tenderer understands that any intentional misrepresentation or fraudulent information provided herein shall disqualify the Tenderer's offer herein, as well as any other tender offer(s) of the Tenderer simultaneously being evaluated, or will entitle the Employer to cancel any Contract resulting from the Tenderer's offer herein;
4 The Tenderer accepts that the Employer may exercise any other remedy it may have in law and in the Contract, including a claim for damages for having to accept a less favourable tender as a result of any such disqualification due to misrepresentation or fraudulent information provided herein;
5 Any further documentary proof required by the Employer regarding the information provided herein, will be submitted to the Employer within the time period as may be set by the latter;

Signed by the Tenderer

Name of representative	**Signature**	**Date**

DPW-16.1 (PSB): TENDERCLARIFICATION MEETING CERTIFICATE

Project title:	Architectural services for: **DURBAN CBD: ERF 11607 AND REMAINDER OF ERF 11608: APPOINTMENT OF SERVICE PROVIDER FOR GOVERNMENT PRECINCT DEVELOPMENT PLAN WCS 57036**		
Tender / Quotation no:		**Reference no:**	

This is to certify that I,_____

representing _____

attended the tender clarification meeting on: _____

I further certify that I am satisfied with the description of the work and explanations given at the tender clarification meeting and that I understand the work to be done, as specified and implied, in the execution of this contract.

Name of Tenderer	Signature	Date

Name of DPW Representative	Signature	Date

DPW-16.1 (PSB)

DPW-21 (EC): RECORD OF ADDENDA TO TENDER DOCUMENTS

Project title:	Architectural services for: **DURBAN CBD: ERF 11607 AND REMAINDER OF ERF 11608: APPOINTMENT OF SERVICE PROVIDER FOR GOVERNMENT PRECINCT DEVELOPMENT PLAN WCS 57036**		
Tender / Quotation no:		**Reference no:**	

1. I / We confirm that the following communications received from the Department of Public Works 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)*

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Name of Tenderer	Signature	Date

2. I / We confirm that no communications were received from the Department of Public Works before the submission of this tender offer, amending the tender documents.

Name of Tenderer	Signature	Date

PA-11: BIDDER'S DISCLOSURE

Project title:	Architectural services for: **DURBAN CBD: ERF 11607 AND REMAINDER OF ERF 11608: APPOINTMENT OF SERVICE PROVIDER FOR GOVERNMENT PRECINCT DEVELOPMENT PLAN WCS 57036**		
Tender / Quotation no:		**Reference no:**	

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. BIDDER'S DECLARATION

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest[3] in the enterprise, employed by the state?

☐ YES ☐ NO

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

([3]) the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

☐ YES ☐ NO

2.2.1 If so, furnish particulars:

.....

.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

☐ YES ☐ NO

2.3.1 If so, furnish particulars:

.....

.....

3. DECLARATION

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I declare to be true and complete in every respect:

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium[4] will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

[4] 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.

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

I DECLARE THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

Name of Bidder	Signature	Date	Position

This form is aligned to SBD 4.

PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

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

_____

_____

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

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

1 The Enterprise submits a Tender to the Department of Public Works in respect of the following project:

_____

_____

(project description as per Tender Document)

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

2 *Mr/Mrs/Ms: _____

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

and who will sign as follows:

_____

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

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

13			
14			
15			
16			
17			
18			
19			
20			

Note:

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

ENTERPRISE STAMP

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

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

_____

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

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

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

   _____

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

   to the Department of Public Works in respect of the following project:

   _____

   _____
   (project description as per Tender Document)

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

1 *Mr/Mrs/Ms: _____

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

   and who will sign as follows:

   _____

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

2 The Enterprise accept joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.

3 The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:

   Physical address: _____

   _____

   _____

   _____ (code)

Postal Address: _____

_____

_____

_____ (code)

Telephone number: _____ Fax number: _____

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

The tendering enterprise hereby absolves the Department of Public Works from any liability whatsoever that may arise as a result of this document being signed.

Note:

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

ENTERPRISE STAMP

PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

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

1 _____

_____

2 _____

_____

3 _____

_____

4 _____

_____

5 _____

_____

6 _____

_____

7 _____

_____

8 _____

_____

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

A. The above-mentioned Enterprises submit a tender in consortium/joint venture to the Department of Public Works & Infrastructure in respect of the following project:

_____

_____

(project description as per Tender Document)

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

B. Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

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

_____

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

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

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

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

Physical address: _____

_____

_____

_____ (code)

Postal Address: _____

_____

_____

_____ (code)

Telephone number _____ Fax number: _____

E-mail address: _____

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

The tendering enterprise hereby absolves the Department of Public Works & Infrastructure from any liability whatsoever that may arise as a result of this document being signed.

Note:

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

public works
& infrastructure
Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

PA-16: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

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1. GENERAL CONDITIONS

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

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

1.2 Preference Points System to be applied

(*tick whichever is applicable*).

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

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

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

1.3 Points for this tender shall be awarded for:

1.3.1 Price; and

1.3.2 Specific Goals

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

CHOOSE APPLICABLE PREFERENCE POINT SCORING SYSTEM	☒ 80/20	☐ 90/10
PRICE	80	90
SPECIFIC GOALS	20	10
Total points for Price and Specific Goals	100	100

1.5 Breakdown Allocation of Specific Goals Points

1.5.1 For Procurement transactions with rand value greater than R2 000.00 and up to R1 Million (Inclusive of all applicable taxes), the specific goals as listed in table 1 below are applicable.

All Acquisitions
Table 1

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE which is at least 51% owned by black people (Mandatory)	10	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	• Official Municipal Rates Statement which is in the name of the bidder. Or • Any account or statement which is in the name of the bidder. Or • Permission To Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or • Lease Agreement which is in the name of the bidder.
3.	An EME or QSE which is at least 51% owned by black women (Mandatory)	4	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4.	An EME or QSE which is at least 51% owned by black people with disability (Mandatory)	2	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. and • Medical Certificate indicating that the disability is permanent. Or • South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. Or • National Council for Persons with Physical Disability in South Africa registration (NCPPDSA).
5.	An EME or QSE which is at least 51% owned by black youth (Mandatory)	2	• ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

1.5.2 **For procurement transactions with rand value greater than R1 Million and up to R50 Million (Inclusive of all applicable taxes) the specific goals as listed in table 2 below are applicable:**

All Acquisitions
Table 2

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	10	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	• Official Municipal Rates Statement which is in the name of the bidder. Or • Any account or statement which is in the name of the bidder. Or • Permission To Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or • Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51% owned by black women (Mandatory)	4	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4.	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. and • Medical Certificate indicating that the disability is permanent. Or • South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. Or • National Council for Persons with Physical Disability in South Africa registration (NCPPDSA).
5.	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	• ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

1.5.3 **For procurement transactions with rand value greater than R50 Million (Inclusive of all applicable taxes) the specific goals as listed in table 3 below are applicable**

All Acquisitions
Table 3

Serial No	Specific Goals	Preference Points Allocated out of 10	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	4	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District	2	• Official Municipal Rates Statement which is in the name of the bidder.

	Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)		Or • Any account or statement which is in the name of the bidder. Or • Permission To Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or • Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51% owned by black women (mandatory)	2	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4. ☐	An EME or QSE which is at least 51% owned by black people with disability (Mandatory) **OR**	2	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. and • Medical Certificate indicating that the disability is permanent. Or • South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. Or • National Council for Persons with Physical Disability in South Africa registration (NCPPDSA).
5. ☐	An EME or QSE which is at least 51% owned by black youth (Mandatory **NB. (The use of this goal is mandatory however the BSC must select either one of the two and not both)**		• ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

Black people mean Africans, Coloureds and Indians, who - (a) are citizens of the Republic of South Africa by birth or descent; or (b) became citizens of the Republic of South Africa by naturalisation - (i) before 27 April 1994; or (ii) on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalisation prior to that date. (BROAD-BASED BLACK ECONOMIC EMPOWERMENT ACT No 25899, 2003 of 9 JANUARY 2004).

1.6 Failure on the part of the tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals, if the service provider/ tenderer did not submit proof or documentation required to claim for specific goals will be interpreted to mean that preference points for specific goals are not claimed.

1.7 The organ of state reserves the right to require of a service provider/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 organ of state.

2. DEFINITIONS

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

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid

invitation, and includes all applicable taxes;

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

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1. 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**

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \text{ or } \qquad Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 **or** **90/10**

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right) \text{ or } \qquad Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1,2 and 3 above as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the

tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	**Number of points claimed (90/10 system) (To be completed by the tenderer)**	**Number of points claimed (80/20 system) (To be completed by the tenderer)**
1. An EME or QSE or any entity which is at least 51% owned by **Historically Disadvantaged Individuals** (HDI)	4	10		
2. **Located** in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area	2	2		
3. An EME or QSE or any entity which is at least 51% owned by **women**	2	4		
4. An EME or QSE or any entity which is at least 51% owned by people with **disability** **or**	2	2		
5. An EME or QSE or any entity which is at least 51% owned by **youth**.* (only one specific goal is applicable between specific goal number 4 and specific goal number 5 under 90/10 Preference Point System)	2	2		

Note: *in respect of the 90/10 point system a selection of either disability or youth may be made with an allocation of 2 points for either of them.

5. DECLARATION WITH REGARD TO COMPANY/FIRM

5.1. Name of company/firm.....

5.2. Company registration number: .....

5.3. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium
One-person business/sole propriety
Close corporation
Public Company
Personal Liability Company
(Pty) Limited
Non-Profit Company
State Owned Company
[TICK APPLICABLE BOX]

5.4. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: .....

DATE: .....

ADDRESS: .....

.....

.....

.....

C1: AGREEMENT AND CONTRACT DATA

C1.1 Form of Offer and Acceptance

Offer

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

PROFESSIONAL ARCHITECTURAL SERVICES

on the Project

Durban CBD: Erf 11607 And Remainder Of Erf 11608: Appointment Of Service Provider For A Precinct Development Plan

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

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

The offered price for this service as described in C3 Scope of Services, inclusive of all applicable taxes ("all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies), is:

Rand (in figures) **R** .....

Rand (in words).....

.....

The percentage of normal fees tendered is ..... **%** (in figures)

..... **percent** (in words) **as indicated in C2.2.2 Activity Schedule for Value Based Fees, column (b).** (In the event of the basis for remuneration being "time based" as determined in C2.1.1.1, mark the percentage above "N/A".)(Remuneration, however, will be calculated as determined in C2.1.2.)

The amount in words takes precedence over the amount in figures. The award of the tender may be subjected to price negotiation with the preferred tender(s). The negotiated and agreed price will be considered for acceptance as ***a firm and final offer***.

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

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

Company or close corporation:	OR	Natural person or partnership:
.....		.....
.....		.....
whose registration number is:		whose identity number(s) is/are:
.....		.....
whose income tax reference number is:		whose income tax reference number is/are:
.....		.....
and whose National Treasury Central Supplier Database (CSD) numbers are:		and whose National Treasury Central Supplier Database (CSD) numbers are:
CSD supplier number:		CSD supplier number: .....
Tax Compliance Status Pin (TCSP).....		Tax Compliance Status Pin (TCSP).....

AND WHO IS (if applicable):

Trading under the name and style of: .....

AND WHO IS:

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

SIGNED FOR THE TENDERER:

Name of representative	Signature	Date

WITNESSED BY:

Name of witness	Signature	Date

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

.....

.....

Other contact details of the Tenderer are:

Telephone no: ..... Cellular phone no: .....

Fax no: .....

Postal address: .....

E-mail address: .....

Banker: ..... Branch: .....

Acceptance

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

The terms of the Contract are contained in:

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

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

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

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

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

For the Employer:

Name of signatory	Signature	Date

Name of Organisation:	Department of Public Works and Infrastructure
Address of organisation:	

Witnessed by:

Name of witness	Signature	Date

Schedule of Deviations

Notes:

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

1.2.1. Subject:	
Detail:	

1.2.2. Subject:	
Detail:	

1.2.3. Subject:	
Detail:	

1.2.4. Subject:	
Detail:	

1.2.5. Subject:	
Detail:	

1.2.6. Subject:	
Detail:	

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

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

C1.2 Contract Data

C1.2.1 Standard Professional Services Contract
The conditions applicable to this Contract are the **Standard Professional Services Contract (July 2009)** published by the **Construction Industry Development Board (CIDB)**.

The Standard Professional Service Contract is not included in this tender document. Tenderers must obtain it on the CIDB's Website at:
http://www.cidb.org.za/procurement/procurement_toolbox/cidb_pub/default.aspx

C1.2.2 Data provided by the Employer

Clause	
1	**Contract Data** Specific data, which together with these General Conditions of Contract, collectively describe the risks, liabilities and obligations of the contracting Parties and the procedures for the administration of the Contract. Clauses stipulated in the Contract Data are in addition to or amendments to or replace the corresponding clauses in the STANDARD PROFESSIONAL SERVICES CONTRACT (July 2009) (Third Edition of CIDB document 1014). The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract. The General Conditions of Contract in the Standard Professional Services Contract (July 2009) make several references to the Contract Data for details that apply specifically to this tender.
1	**Period of Performance** The Period of Performance is the period commencing from the date of signature of the letter of acceptance until the Service Provider has completed all Deliverables in accordance with the Scope of Services and in accordance with the approved baseline programme or within the approved extended programme as per Clause 3.15 of the Standard Professional Services Contract (July 2009).
3.4.1	Replace Clause 3.4.1 with the following: Any notice, request, consent, approvals or other communication made between the Parties pursuant to the Contract shall be in writing and forwarded to the address specified in the Contract Data. Such communication shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or one week after having been sent by registered post, or unless otherwise indicated in the Contract Data. Communication by e-mail is permitted but the originals of all contractual documents must be submitted. Email communication shall be deemed to have been delivered to the recipient one calendar day after sending.
3.5	Add to clause 3.5 The Services shall be executed in the Service Provider's own office and/or on the Project site as described in C3.2.2 Project description. No portion of the work may be performed by a person employed by the State. No portion of the work may be sublet to any other person or persons without the prior written approval of the Employer.
3.6	Omit the following: "... within two (2) years of completion of the Service ...".
3.8.2	Add the following to clause 3.8.2: The cost of preparation so negotiated shall not exceed the hourly tariff for time based fees as published at the time of the Employer's instruction and the hours will be as negotiated for each Category as defined in C2.1.3.2.

	The cost, for incorporation into the Contract any variations to the Services as ordered by the Employer, shall be calculated according to the Service Provider's tendered price. Implementation of the variation in services to be rendered by the Service Provider, shall only proceed after a written agreement between the parties.
3.9.1 (a)	Replace clause 3.9.1 (a) with the following: A change in legislation takes place in accordance with the provisions of Clause 3.2 provided the change in legislation came into effect after the completion of the tender documentation approved by the Employer.
3.9.1. (c)	Replace "Employers or others" with "the Employer, its employees or clients and/or their agents" Only extension of time without cost will considered in case where a 3rd party has caused a delay.
3.9.1 (d)	No Clause.
3.9.1 (e)	Replace clause 3.9.1 (e) with the following: The contract is restarted following a suspension period of 2 years the Service Provider is entitled to a change in contract price based on the applicable fee scales as published at the time of uplifting the suspension. The applicable fee scales as published at the time of uplifting the suspension will only be applied to the remaining work stages following the suspension.
3.9.3	Replace clause 3.9.3 with the following: "Upon receiving an application from the Service Provider to amend the period of performance and/or fees, the Employer shall assess the changes to the Contract Price and/or extension of the Period of Performance on the impact of the delay on the Services based on the fee structure that the Service Provider has tendered for and appointed on. Additional Services ordered by the Employer shall be assessed on time-based fees as tendered for and adjusted in terms of price adjustment to time-based fees for inflation as per 3.16.
3.9.4	Add to clause 3.9.4: The application for changes to the Period of Performance is subject to the delay being on the Critical Path of the approved programme and due to no fault of the Service Provider.
3.12	Penalty Replace clauses 3.12.1 and 3.12.2 with the following: Period of Performance shall be sub dividable in separate target dates according to the programme for each assignment to be submitted in terms of clause 3.15 hereof. Without prejudice to his other remedies under the Contract or in law, the Employer shall have the right to recover all cost claimed by the contractor in the event that the contractor claimed for delays resulting from actions or non-actions of the Service Provider. The Employer shall further have the right to recover all other cost, including but not restricted to extended rental cost resulting from the delay caused directly or indirectly by the Service Provider, certifying incorrect work for payment, delay in the construction period, remedial cost to correct incorrect designs and or documentation, including omissions. Without prejudice to his other remedies under the Contract or in law, the Employer shall recover a penalty amount per day, stipulated in the table below per target date for the full period of the delay.

In the event that the delay exceeds 30 days, the Employer will have the option to either:

(i) terminate the contract and recover any loss as a result of the termination from the Service Provider, or
(ii) allow the Service Provider to continue with the Services after the agreement of a new target date and recover the penalty per calendar day, as stipulated in the table below for the full period of the delay.

CALCULATION OF PENALTIES

	VALUE OF FEES			% PENATIES OF FEES
1	1	UP TO	500,000	0.05000000 %
2	500,001	UP TO	1,000,000	0.05000000 %
3	1,000,001	UP TO	2,000,000	0.03750000 %
4	2,000,001	UP TO	4,000,000	0.02500000 %
5	4,000,001	UP TO	8,000,000	0.01875000 %
6	8,000,001	UP TO	16,000,000	0.01250000 %
7	16,000,001	UP TO	32,000,000	0.00781250 %
8	32,000,001	UP TO	64,000,000	0.00468750 %
9	64,000,001	UP TO	128,000,000	0.00273438 %
10	128,000,001	UP TO	256,000,000	0.00156250 %
11	256,000,001	UP TO	512,000,000	0.00087891 %
12	512,000,001		and above	0.00048828 %

Recovering of cost and or penalties may be done in the following ways:
a) claim against professional indemnity insurance, or
b) deduction from fee account, or
c) direct payment to the contractor by the consultant, or
d) litigation, or
e) any other method available to the Employer

3.15.1

Replace clause 3.15.1 with the following:

A baseline programme for the performance of the Service shall be submitted by the Service Provider, identified as the principal agent in terms of C3.5.1 Service Providers, to the departmental project manager, within a period of two (2) weeks following the briefing meeting and whenever a programme is amended or revised, submit for the Employer's approval a programme for the performance of the Services which shall, inter alia, include:

a) the order and timing of operations by the Service Provider and any actions, access to people, places and things and work required of the Employer and Others;
b) the dates by which the Service Provider plans to complete work needed to allow the Employer and Others to undertake work required of them;
c) provisions for float;
d) the planned completion of the Services or part thereof in relation to a Period of Performance; and
e) other information as required in terms of the Scope of Work or Contract Data.

The baseline programme will be the result of the co-ordination of all appointed Service Providers' inputs and shall be in sufficient detail describing key milestones, events and activities linked to the fastest realistic timeframes in which the Service can be delivered. Milestones and events are to be listed based on the Scope of Services described in part C3 of the various appointed Service Providers' tender documents and presented in bar chart format. No milestones may, at the co-ordination stage, be extended beyond the timeframes outlined in C3.2.2.3 Project Programme,

	unless approved by the Employer. The programme thus compiled and presented by the principal agent must be counter-signed by all appointed Service Providers as proof that the programme was agreed upon by all during the said co-ordination action. Such signed programme shall then constitute the Service Contract Period between the Employer and all the appointed Service Providers. In the event of the Employer not being satisfied with the submitted programme, the Parties will negotiate in good faith towards a programme that will be agreeable to both. Such an agreed-upon programme will form the basis for the management of the appointment, the Period of Performance and remuneration purposes of the respective Service Provider/s. Should circumstances change from the initial briefing, the Service Provider/s and the Employer will negotiate a revised programme to satisfy such change(s). Should the Parties fail to reach agreement on the programme or revised programme, the matter will be dealt with in terms of clause 12.1.2 of the General Conditions of Contract. Should the mediation process fail, the Contract will be deemed to have been mutually terminated and any reasonable fees accrued at that stage settled by the Employer. Any failure to comply with the provisions of clause 3.15.1 *supra* and submit or re-submit the programmes of works or failure to submit the programme on the date required by the Employer, which request shall at all material times be reasonable and fair, shall constitute a material breach of the terms and condition of contract which entitles the Employer to terminate the contract with due regard to clause 8.4 (cidb Standard Professional Services Contract, July 2009).
3.16.2	The adjustment to the time-based fees shall be equal to: (CPIn - CPIs) / CPIs where CPIs = the indices specified in the Contract Data during the month in which the start date falls CPIn = the latest indices specified in Contract Data during the month in which the anniversary of the Start Date falls Where CPI_s = the index of StatsSA P0141 (Table B) for the month during which the tender closed. CPI_n = the index of StatsSA P0141 (Table B) for the month in which the anniversary of the tender date falls. The indices of StatsSA P0141 are available on the Website: *http://www.statssa.gov.za/Publications/statsdownload.asp?PPN=P0141* *The formula for calculating the adjusted hourly rate will be:* $((((CPI_n - CPI_S) / CPI_S) \times$ original hourly rate) + original hourly rate)
4.1.1	Add to clause 4.1.1 the following: Briefing meeting: The departmental project manager shall arrange a briefing meeting, compulsory for all appointed Service Providers, as soon as practicable after the appointment of the professional team as referred to in C3.5.1 Service Providers, or after the appointment of the core members of the professional team required to commence with the Services if not appointed at the same time, during which meeting the departmental project manager, together with any supporting advisors, will verbally brief the professional team comprehensively regarding the requirements of the project and the Scope of Services and hand over, to the Service Provider/s, all documentation relevant to the execution of the Service.
4.4	Others providing Services on this Project are as listed in C3.5.1 Service Providers.

5.4.1	Add to clause 5.4.1: Minimum professional insurance cover as more comprehensively described in C1.2.3 Data provided by the Service Provider and in respect of which the Service Provider must provide proof of insurance as required.
5.5	Replace clause 5.5 with the following: The Service Provider is required to obtain the Employer's prior approval in writing before taking, inter alia, any of the following actions: a) appointing Subcontractors for the performance of any part of the Services; b) appointing Key Persons not listed by name in the Contract Data; c) travelling for which payment will be claimed, as defined in C2.1.7 Travelling and subsistence arrangements and tariffs of charges; d) deviate from the programme for each assignment; e) deviate from or change the Scope of Services; f) change Key Personnel on the Service; Add to clause 5.5 c: 1 Exclusion of authority/powers The Service Provider's authority to act and/or to execute functions or duties is **excluded** in respect of the matters listed below. The Employer shall retain its powers and authority as stipulated in the applicable clauses of the contract data which are relevant and applicable to the JBCC or GCC conditions of contract. 1.1 Nomination of nominated or selected subcontractors; 1.2 Granting of extension of time and/or ruling on claims associated with claims for extension of time; 1.3 Acceleration of the rate of progress and determination of the cost for payment of such acceleration; 1.4 Rulings on claims and disputes; 1.5 Suspension of the works; 1.6 Final payment certificate; 1.7 Issuing of *mora* notices to the contractor; 1.8 Cancellation of the contract between the Employer and contractor. Any claims, demands, notices, notifications, updated particulars and reports in writing, together with additional supporting documentation pertaining thereto, must be submitted by the contractor to the Service Provider, acting as principal agent, in respect of any of the matters listed in 1.1 to 1.8 above. This must be done within the time periods and in the format(s) as determined in the said/relevant conditions of contract. On receipt thereof, said Service Provider must study the documentation, obtain comments/advice/recommendations from the professional team members and submit a motivated recommendation to the Employer. This must be done timeously as to allow the Employer sufficient time to respond within the time periods and in the format(s) determined in said conditions of contract. The Employer's ruling will be copied to the Service Provider for information. 2 Limitation of authority/powers The Service Provider's authority is **limited** in respect of the submission to the Employer of comments/recommendations/reports for prior endorsement/approval and further instructions. These pertain to any decision in respect of approval for/of: 2.1 Institution of or opposing litigation; 2.2 Issuing of variation orders/contract instructions/orders in writing which increase the value of the works/contract value and/or change the design of intended use of the project; 2.3 Instructions to embark on dayworks; 2.4 Dayworks rates; 2.5 Material quotes relating to dayworks; 2.6 Adjustment of general items relating to dayworks;

	2.7 Expenditure on prime cost items; 2.8 Issuing of practical completion, completion, works completion, final completion and/or final approval certificates. In respect of the matters listed in 2.1 to 2.8 above, the Service Provider must submit all necessary documentation in order to enable the Employer to formulate decisions and to obtain the Employer's formal endorsement/approval prior to acting and/or executing functions or duties in respect of the contract between the Employer and the contractor. This must be done timeously so as to allow the Employer sufficient time for decision-making in terms of the said conditions of contract. Failure to adhere to the above stipulation will cause the Service Provider to be liable in terms of the Contract between Service Provider and Employer for all such unintended costs and damages.
5.8	Add clause 5.8: The Service Providers shall finalize their work and complete the first final account were the contractor's contract has been terminated, where after the Service Providers contract shall terminate, unless the Employer elects to retain the services of the Service Provider's.
7.1.1	Replace clause 7.1.1 with the following: The Service Provider shall employ and provide all qualified and experienced Personnel required to perform the Services. Service Provider/s including personnel performing service must be fit and proper persons with positive security screening and South African identity document (south African citizens).
8.1	Replace clause 8.1 with the following: The Service Provider is to commence the performance of each assignment immediately with due diligence after the approval of the PROGRAMME as specified in clause 3.15 above. Failure to comply shall result in penalties in terms of clause 3.12 and / or termination in terms of 8.4.1.
8.2.4	Replace clause 8.2.4 with the following: The Employer shall, within 30 Days of receipt of a detailed request, grant such extension to the Period of Performance as may be justified, either prospectively or retrospectively, if the extension requested is below 20% of the original period of performance, and 60 days if more than 20% of the original period of performance or, inform the Service Provider that he is not entitled to an extension. Should the Service Provider find the decision of the Employer to be unacceptable he shall, nevertheless, abide by such decision in the performance of the Services and the matter shall be dealt with as a dispute in terms of Clause 12 inform the Service Provider that he is not entitled to an extension. Should the Service Provider find the decision of the Employer to be unacceptable he shall, nevertheless, abide by such decision in the performance of the Services and the matter shall be dealt with as a dispute in terms of Clause 12.
8.4.1	Replace clause 8.4.1with the following: The Employer may terminate the Contract with the Service Provider: (a) where the Services are no longer required; (b) where the funding for the Services is no longer available; (c) where the project has been suspended for a period of two (2) years or more; (d) if the Service Provider does not remedy a failure in the performance of his obligations under the Contract within fourteen (14) Days after having been notified thereof, or within any further period as the Employer may have subsequently approved in writing; (e) if the Service Provider becomes insolvent or liquidated; or (f) if, as the result of *Force Majeure*, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) Days; (g) should the Service Provider cease to exist or be incapacitated for whatever reasons, the Employer is entitled, if it so elects;

	(h) at its sole discretion, where the Service Provider is not performing Services in accordance with clause 5.1.1; (i) where the Service Provider has engaged in corrupt or fraudulent practices in tendering for the service contract, or in executing the service contract or in managing the construction contract. (j) at its sole discretion, where the Service Provider is in violation of clause 5.1.1.
8.4.3 (c)	Add to clause 8.4.3 (c) the following: The period of suspension under clause 8.5 is not to exceed two (2) years.
8.4.4	Replace clause 8.4.4 with the following: Upon termination of this Contract pursuant to Clauses 8.4.1 or 8.4.3, the Employer shall remunerate the Service Provider in terms of the Contract for Services satisfactorily performed prior to the effective date of termination and reimburse the Service Provider any reasonable cost incident to the prompt and orderly termination of the Contract, except in the case of termination pursuant to events (d) and (e) of Clause 8.4.1.
8.4.6	Add clause 8.4.6: Upon termination of this Contract or any part thereof, a copy of any drawings and documents produced pursuant to the Contract being ended and not previously provided by the Service Provider to the Employer shall be delivered to the Employer by the Service Provider within 7 working days after the date of termination.
8.4.7	Add clause 8.4.7: Any deviation or failure to comply with the provision of clause 8.4.6 supra would entitle the Employer to withhold any payment due to the Service Provider and to invoke any other remedies available in law to enforce compliance therewith.
9.1	Add to clause 9.1: Copyright of documents prepared for the Project shall be vested with the Employer.
10.2	Replace clause 10.2 with the following: An assignment shall be valid only if it is a written agreement between the Employer and Service Provider by which the Service Provider transfers his rights and obligations under the Contract, or part thereof, to others.
10.3	Replace clause 10.3 with the following: The Service Provider shall not, without the prior written consent of the Employer, assign the Contract or any part thereof, or any benefit or interest thereunder.
12.1.2	Interim settlement of disputes is to be by mediation.
12.2.1	Add to clause 12.2.1: In the event that the Parties fail to agree on a mediator, the mediator is to be nominated by the Association of Arbitrators (Southern Africa).
12.3	No Clause.
12.4	No Clause.
12.5	Add Clause 12.5: Final settlement is by litigation.

13.1.3	Replace clause 13.1.3 with the following: All partners in a joint venture or consortium shall carry the same professional indemnity insurance as per clause 5.4.1 of the General Conditions of Contract.
13.4	Replace clause 13.4 with the following: Neither the Employer nor the Service Provider is liable for any loss or damage resulting from any occurrence unless a claim is formally made within 5 years from the date of termination or completion of the Performance Contract.
13.5	Replace clause 13.5 with the following: The amount of compensation is as per Clause 5.4.1.
13.6	No Clause.
14.2	Replace 14.2 clause with the following: Amounts due to the Service Provider shall be paid by the Employer within thirty (30) Days of receipt by him of the relevant invoices and source documents, which are correct in all respects. If the Service Provider does not receive payment by the due date, he shall be entitled to charge interest on the unpaid amount, at the Prescribed Rate of interest as determined by the appropriate Minister at the time when *mora* interest is charged.
14.4	Replace 14.4 clause with the following: In respect of Services charged for on a time-basis and all other reimbursable expenses the Service Provider shall maintain records in support of such charges and expenses for a period of sixty months after the completion or termination of the Contract. Within this period the Employer may, on not less than 14 Days' notice, require that a reputable and independent firm of accountants, nominated by him at his expense, audit any claims made by the Service Provider for time charges and expenses by attending during normal working hours at the office where the records are maintained.
15	Add to clause 15: In respect of any amount owed by the Service Provider to the Employer, the Service Provider shall pay the Employer interest at the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act no1 of 1999).

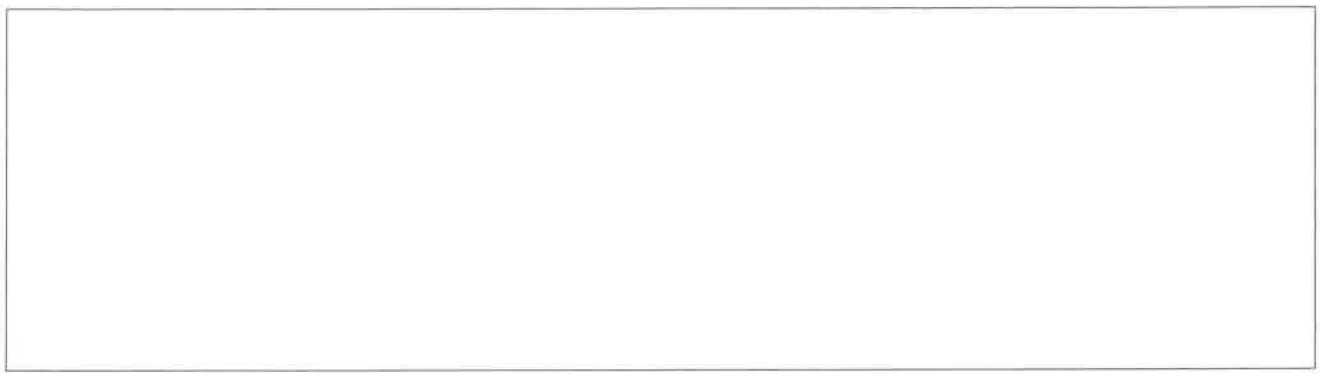
C1.2.3 Data provided by the Service Provider

Clause	
	Each item of data given below is cross-referenced to the clause in the General Conditions of Contract to which it mainly applies.
1	The Service Provider is the company, close corporation, natural person or partnership named in C1.1 Form of Offer and Acceptance by the tendering Service Provider.
5.3	The authorised and designated representative of the Service Provider is the person named in the resolution PA-15.1, PA-15.2 or PA-15.3 by the tendering Service Provider.

5.4.1	Indemnification of the Employer I, the undersigned, being duly authorized by the Service Provider, in terms of the completed resolution (PA-15.1, PA-15.2 or PA-15.3) .....(Name of authorized person) hereby confirm that the Service Provider known as: .....(Legal name of entity tendering herein) tendering on the project: ....(Name of project as per C1.1 Form of offer and acceptance) holds professional indemnity insurance cover, from an approved insurer, duly registered with the Finance Services Board, of not less than R1,5 Million at the time of tender. I shall submit proof of acceptable Professional Indemnity insurance where the minimum insurance cover is R1,5 Million or 15% of the Value of the Work for the applicable discipline, whichever the greater, to the Client Representative within 30 days upon completion of the planning based on the pre-tender estimate, prior to the commencement of construction. The limit of indemnity will remain intact for Each and Every Claim, no matter how many claims are made. I further confirm that should the professional indemnity insurance, with no knowledge of the Employer, be allowed to lapse at any time or in the event of the Service Provider cancelling such professional indemnity insurance, with no knowledge of the Employer, at any time or if such professional indemnity cover is not sufficient, then the Service Provider, (i) accepts herewith full liability for the due fulfilment of all obligations in respect of this Service; and (ii) hereby indemnifies, and undertakes to keep indemnified, the Employer in respect of all actions, proceedings, liability, claims, damages, costs and expenses in relation to and arising out of the agreement and/or from the aforesaid Service Provider's intentional and/or negligent wrongful acts, errors and/or omissions in its performance on this Contract. I confirm that the Service Provider undertakes to keep the Employer indemnified, as indicated above, beyond the Final Completion Certificate/Final Certificate by the Employer (whichever is applicable) for a period of five (5) years after the issue of such applicable certificate. I confirm that the Service Provider renounces the benefit of the *exceptionisnon causa debiti, non numeratae pecuniae* and *excussionis* or any other exceptions which may be legally raised against the enforceability of this indemnification. Notwithstanding the indemnification required above, the Employer reserves the right to claim damages from the Service Provider for this Project where the Service Provider neglects to discharge its obligations in terms of this agreement. **NAME:** ..... **CAPACITY:** ..... **SIGNATURE:** .....

7.1.2	As an extension of the definitions contained in clause 1 hereof, Key Persons must, for the purposes of this Contract, include one or more of the professionally registered principal(s) of the Service Provider, **and/or**, one or more professional(s) employed to render professional services, for whom copies of certificates or other documentation clearly proving current professional registration with the relevant council, including registration numbers, must be included with the tender as part of the returnable documentation. The Key Persons and their jobs / functions in relation to the Services are:			
	Name	Principal and/or employed professional(s)	Category of registration	Specific duties
	1.			
	2.			
	3.			
	4.			
	5.			
	6.			
	7.			
	8.			
	9.			
	10.			
	11.			
	12.			
	13.			
	14.			
	15.			
	16.			
	17.			
7.2	A Personnel Schedule is required.			

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



C2: PRICING DATA

C2.1 Pricing Assumptions

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

C2.1.1.1 Professional fees for **Architectural Services** will be paid on a **"time basis as specified in clause C2.1.4"**.

C2.1.1.2 **Tenderers are to tender:**
A percentage of the estimated fees(in the event of the basis for remuneration being indicated above as a "value based" fee)

or

The different rates for the different levels in C2.2.3 Activity Schedule for Time Based Fees, column (c) (in the event of the basis for remuneration being indicated above as a "time based" fee)

all as set out below.

C2.1.2 Remuneration for **Architectural Services**

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

- **In the event of the basis for remuneration being a "value based" fee, the percentage of the normal fees tendered in "C1.1 Form of Offer and Acceptance",** plus Value Added Tax, all according to the provisions under C2.1.3;

  or

- **In the event of the basis for remuneration being a "time based" fee, the different rates tendered for the different levels in "C2.2.3 Activity Schedule for Time Based Fees", column (c), multiplied by the actual number of hours spent** plus Value Added Tax, all according to the provisions under C2.1.4.

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

The estimated construction cost in the Activity Schedule does not take clauses 25 and 26 (Annexure A) into consideration. The final fee will be calculated on the final construction cost, excluding items pertinently listed as exclusions in clause 25 and those examples listed in clause 26, but including inclusions as pertinently listed in clause 27 of Annexure A.

When the **architect** has, upon proof, fulfilled a coordinating and/or planning role in respect of the excluded items, a fee commensurate with the input made by the **architect**, but not exceeding 1% of the value of the items, may be claimed.

C2.1.2.3 Reimbursable rates for typing, printing and duplicating work and forwarding charges as set out under C2.1.6 herein will be paid in full, irrespective of the percentage or rates tendered as referred to in C2.1.1.2 and C2.1.2.1 above.

C2.1.2.4 The site must be visited as often as the works require for the execution of all duties on the Project. The Service Provider must be available at 24 hour notice to visit the site if so required.

C2.1.2.5 All fee accounts must be accompanied by an updated original written certification by the quantity surveyor, if appointed, of the amount(s) on which fees are based. The onus, however, rests on the Service Provider to calculate fees on the appropriate value and according to the correct fee scale, read in conjunction with this Contract.

C2.1.2.6 All fee accounts are to be signed by a principal of the Service Provider and submitted in original format, failing which the accounts will be returned. Copies, facsimiles, electronic and other versions of fee accounts will not be considered for payment.

C2.1.2.7 For all Services provided on a time basis, time sheets giving full particulars of the work, date of execution and time duration, should be submitted with each fee account.

C2.1.2.8 Payments to the Service Provider will be made electronically according to the banking details furnished by the Service Provider and verified by the Employer. Any change in such banking details must be communicated to the departmental project manager timeously. Fee accounts, correct in all respects, will be deemed submitted when received by the Employer and settled when electronically processed by the Employer. The Employer reserves the right to dispute the whole account, any item or part of an item at any time and will deal with such case in terms of clause 14.3 of the General Conditions of Contract.

C2.1.2.9 Accounts for Services rendered may be submitted on the successful completion of each stage of work. Interim accounts will only be considered during the construction stage of the works and then not more frequently than quarterly except if otherwise agreed between the authorised and designated representative of the Service Provider and the Employer. Payment of accounts rendered will be subject to the checking thereof by the departmental project manager. The Employer reserves the right to amend the amounts claimed in order to conform to the rates stipulated in this Contract and make payment on the basis of the balance of the account in accordance with clause 14.3 of the General Conditions of Contract.

C2.1.2.10 The cost of all site Personnel, rendering standard services, will be deemed to be included in the applicable fees as stated in C2.1.1.1 above. Should the need for detailed inspections on site during work stage 5 be required, such requirement shall timeously be motivated in the prescribed format and the cost thereof timeously negotiated in advance with the departmental project manager. Failure to adhere hereto may invalidate any claim the Service Provider may have in respect of any Services rendered without such negotiation process, agreement reached and the terms thereof reduced to writing.

C2.1.2.11 All Services relating to the implementation of the works which are to be provided in terms of the Guidelines for the Implementation of Labour-Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP) are normal services in terms of the 2023 NDPWI - Scope of Architectural Services and Tariff of Fees. Any changes in the design of the works to incorporate labour-intensive works should not constitute a change in scope or an additional service where the scope of work is framed around such publications.

C2.1.2.12 Fee accounts shall be submitted in the Employer's prescribed format, if available. Fee account formats are obtainable on the Employer's Website: *http://www.publicworks.gov.za* under "Documents"; "Consultants Guidelines"; item 9.1.

C2.1.3 Value based fees

C2.1.3.1 Fees for work done under a value based fee
Where value based fees are payable (if basis of remuneration has been set at "value basis" according to C2.1.1.1), the Service Provider will be remunerated for Services rendered, subject to the provisions in C2.1.2 above and subject to the specific terms and conditions stated below and elsewhere in this document, in accordance with the **2023 NDPWI - Scope of Architectural Services and Tariff of Fees in respect of services rendered by a person registered in terms of section 19(2) of the Architectural Profession Act, 2000 (Act No.44 of 2000)** dated 1 March 2023. This document is referred to as the "2023 NDPWI - Scope of Architectural Services and Tariff of Fees" hereinafter and is appended as Annexure A. This tariff of fees will be payable for the full Period of Performance.

The tender submitted shall be based on the 2023 NDPWI - Scope of Architectural Services and Tariff of Fees.

C2.1.3.2 Full services
The fee for full services shall be the tendered percentage based on the fee provided in the Tariff of Professional Fees, before apportionment of the fee to services. Where the Service Provider is required to perform a portion of the full services, only the relevant portion of the fee shall be paid. Refer to C3 Scope of services (C3.2.1 in particular) for detail of services required herein.

C2.1.3.2.1 Certain items and services, which are external to the building(s) and/or which are regarded as items of equipment, irrespective whether these are external or internal to the building(s), are not regarded as an "integral part of the project or design of the Works" and consequently the cost of these items are to be excluded from the value of the Works on which a value based fee is calculated.

The Service Provider may, in the price offer, make provision for and include all professional costs for involvement in the design and co-ordination for the provision of these items. No professional fees, in excess of what was tendered, will be considered for professional services performed and time spent by the Service Provider in any matters associated with these items.

Examples of items regarded as "not being an integral part of the project or design of the Works" are listed in the 2023 NDPWI - Scope of Architectural Services and Tariff of Fees.

C2.1.3.3 Interim payments to the Service Provider
For the purposes of ascertaining the interim payments due, the cost of the works, which shall exclude any provisional allowances made to cover contingencies and escalation, shall be:

- the net amount of the accepted tender, or
- if no tender is accepted, the net amount of the lowest suitable tender, unless acceptable motivation can be provided to prove that such amount is unreasonable, or
- if the contract is awarded by negotiation the negotiated price, or
- if no tenders are invited or if no suitable tenders are received or if no negotiation is concluded, the estimate. The estimate shall be the one accepted by the Employer as representing the value of the works, which for purposes of interim payments will be deemed to be 80% of the quantity surveyor's estimate, if a quantity surveyor has been appointed.

C2.1.3.4 Fees for documentation for work covered by a provisional sum
Where a provisional sum is included in the bills of quantities for work to be documented at a later stage, the documentation fee in respect of such work shall be remunerated at the time when the documentation has been completed. The fee shall relate to the type of documentation drawn up by the architect in respect of each section of such work.

C2.1.3.5 Alternative tenders
No fee shall be payable for documentation prepared for alternative tenders involving the mere substitution of material not requiring any measurements or calculation.

C2.1.3.6 Interim payments for work stage 6
Interim payments for work stage 6 will be allowed only when an acceptable and complete final account for the Project, or any separate identifiable phase of the Project, has been received by the Employer provided that the relevant fee shall be subject to a factor of 80%.

C2.1.3.7 Time charges for work done under a value based fee
Where time charges are payable according to the 2023 NDPWI - Scope of Architectural Services and Tariff of Fees (if basis of remuneration has been set at "value based" according to C2.1.1.1), the principles as described in the 2023 NDPWI - Scope of Architectural Services and Tariff of Fees, and the rates set out below, will be applicable.

Time charges for this service as tendered under C2.2 Activity Schedule, will annually be adjusted for inflation for the full duration of the Service Contract Period as determined by clause 3.16.2, of the Contract, as amended in the Contract Data in C1.2.2. The rates claimable are the rates applicable at the time of the execution of the work.

Time charges for work done in excess of the original Service Contract Period as per 3.15.1 of the Contract Data, will be calculated in terms of Clause C2.1.3.7.1.

If the Activity Schedule did not make provision for rendering services on an hourly rate the hourly rate payable will be calculated in terms of Clause C2.1.3.7.1.

C2.1.3.7.1 Time charges are reimbursable at rates applicable at the time of the actual execution of the specific service. The "Rates for Reimbursable Expenses" as amended from time to time and referred to below, is obtainable on the Employer's Website: *http://www.publicworks.gov.za/* under "Documents"; "Consultants Guidelines"; item 1.

C2.1.3.7.2 The scale of fees on time charges, on which Value Added Tax is excluded, shall be at the following rates per hour, rounded off to the nearest rand: (see Table 8 of "Rates for Reimbursable Expenses" for the actual amounts calculated in accordance with to the principles laid down below):

(i) registered professional principals*: 18,75 cents for each R100,00 of the total annual remuneration package attached to the lowest notch of a level 13 salary range (Director) in the Public Service;
(ii) registered professionals*: 17,5 cents for each R100,00 of the total annual remuneration package attached to the lowest notch of a level 12 salary range (Deputy Director second leg) in the Public Service;
(iii) registered technicians**: 16,5 cents for each R100,00 of his/her **gross annual remuneration**; provided that this hourly rate shall not exceed 16,5 cents for each R100,00 of the total annual remuneration package attached to the lowest notch of a level 11 salary range (Deputy Director first leg) in the Public Service.

*(includes professional architects, professional quantity surveyors, professional engineers, professional technologists [engineering], professional planners and professional construction project managers)
**(includes professional technicians [engineering] professional senior technologists [architectural], principal technologists [architectural] and technical planner).

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

C2.1.3.7.3 Unless otherwise specifically agreed in writing, remuneration for the time expended by principals in terms of C2.1.3.7.2 (i) above on a project shall be limited to 5 per cent of the total time expended for time charges in respect of the Project. Any time expended by principals in excess of the 5 per cent limit shall be remunerated at the rates determined in (ii) or (iii) above.

C2.1.3.7.4 Notwithstanding the above, where work is of such a nature that Personnel as described in C2.1.3.7.2 (iii) above are capable of performing such work, it shall be remunerated at that level and not at the rates described in (i) and (ii) above, irrespective of who in fact executed the work.

C2.1.3.7.5 Gross annual remuneration in C2.1.3.7.2 (iii) above shall mean basic salary and guaranteed annual bonus; fringe benefits not included in basic salary; income benefit, as determined from time to time by the South African Revenue Services for income tax purposes, for the private use of a motor vehicle by the employer; employer's contribution to pension/provident fund, medical aid and group life assurance premiums; Compensation Fund and Unemployment Fund contributions, Metropolitan Council levies and any other statutory contributions or levies; all other costs and benefits as per conditions of appointment but excluding any share of profit and payment for overtime.

C2.1.3.7.6 The salaries referred to in C2.1.3.7.2 (i) to (iii) above can change from time to time, which will, therefore, change the rates applicable. These rates will, however, only be adjusted on the first day of each calendar year irrespective of any changes in salary ranges during the relevant year. The rates applicable at the time of the execution of the work as set out in Table 8 of the "Rates for Reimbursable Expenses", as adjusted from time to time, may be claimed.

C2.1.3.8 Additional services

Unless separately specified in C3.3.3 and scheduled in the Activity Schedule, no separate payment shall be made for additional services. The cost of providing these services shall be deemed to be included in the value based fee tendered for normal services.

C2.1.3.9 Excessive Variation in Time (Construction Period)
In the event of the initial contract period being exceeded by more than 10 per cent, through no fault of the architectural professional, the architect is to be remunerated for all additional work over and above the period exceeding the additional 10%, resulting from the extension of time. The hourly rates according to the then current departmental hourly rate together with related reimbursables shall apply.

C2.1.3.10 Remuneration when Construction Contracts are Cancelled/ Completion Contracts
When the Construction Contract is cancelled during the construction period by either the Employer or the Contractor, the following will apply:

a) Fees for stages 1 to 4 will be based on the Contract Sum of the original contract.
b) Fees for stages 5 and 6 will be based on the final account value of the cancelled contract.
c) Fees can only be claimed for stages where services were rendered.
d) In terms of completion contracts, remuneration for stage 1 to 4 will only be applicable to new scope of work, in which case fees will be based on an hourly basis.
e) Fees will be remunerated on an hourly basis for the compilation of the Bills of Quantities for the completion Contract.
f) The hourly rates payable will be in terms of "Rates for Reimbursable Expenses" as amended from time to time, based on time sheets.
g) All consultants must obtain written confirmation, with regards to the scope of services required for stages 1 to 4 work on the Completion Contract, from the Project Manager prior to commencing with the work.
h) Fees will be remunerated based on the NDPWI fee scales for stages 5 and 6 based on the final account value of the completion contract.

Service Providers to refer to Clause 5.8 (should the Employer elect to retain the services of the Service Provider).

C2.1.3.11 Remuneration upon Suspension or Cancellation of the Project
In the event of the project being suspended or cancelled prior to the commencement of the construction works, the fees payable will be determined by applying the percentage claimable fee of the work stage completed or partially completed, based on the percentage of the estimate as indicated below:

a) at time of suspension or cancellation during the planning stage - 80% of the PQS / Engineer's estimate, or
b) just prior to inviting tenders or during tender stage but before the closing of tenders - 80% of the PQS / Engineer's pre-tender estimate.
c) after closing of tenders but prior to recommendation of a tender - 100% of the responsive tender with the lowest price where there is an acceptable tender. Where there is no responsive tenders then C2.1.3.14 (b) will apply, or
d) a tender has been recommended for award - 100% of the recommended bidder's tender price,
e) a tender has been awarded but no work has commenced - 100% of the recommended bidder's tender price

or

In the event of the project being suspended or cancelled after the commencement of the works, fees will be based on 100% of the contract sum, excluding provisional sums, for Stages 1 to 4 and 100% of the final account value of the work done and certified when the contract is terminated during Stage 5 or 6.

C2.1.3.12 All fees claimable on an hourly basis must be substantiated by a comprehensive time sheet indicating the date, name of person whom rendered the service, description of the service rendered, the number of hours spent in rendering the service, the applicable rate per hour in terms of this agreement and the total amount claimed per incident. The Employer reserves the right to

validate the information provided by the Service Provider and will remunerate the Service Provider on what is deemed to be fair and reasonable.

C2.1.4 Time based fees

C2.1.4.1 Fees for work done for a time based fee
Where time based fees are payable (if basis of remuneration has been set at "time basis" according to C2.1.1.1), the various rates per hour tendered for the various levels in C2.2.3 Activity Schedule for Time Based Fees (column (c) "Tenderer's rates for Time Based Fees") and the principles as laid down below will be used. These various rates will annually be adjusted for inflation as determined by clause3.16.2 of the Contract, as amended in the Contract Data in C1.2.2. The time based rates applicable at the time of the execution of the work, may be claimed.

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

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

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

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

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

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

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

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

C2.1.4.4 Remuneration upon Suspension or Cancellation of the Project prior to commencement of the Construction Project

In the event of the project being suspended or cancelled prior to the commencement of the construction, the fees claimable by the Service Provider will be determined as follows:

The hourly rate for proven time spent (time sheets) on providing professional services on the project, plus cost of all re-imbursements till date of suspension or cancelation of the Project,

irrespective during which phase of the project life cycle prior to commencement of construction, the project is suspended or cancelled.

C2.1.4.5 All fees claimable on an hourly basis must be substantiated by a comprehensive time sheet indicating the date, name of person whom rendered the service, description of the service rendered, the number of hours spent in rendering the service, the applicable rate per hour in terms of this agreement and the total amount claimed per incident. The Employer reserves the right to validate the information provided by the Service Provider and will remunerate the Service Provider on what is deemed to be fair and reasonable.

C2.1.4.6 If the Activity Schedule did not make provision for rendering services on an hourly rate the hourly rate payable will be calculated in terms of Clause C2.1.3.7.1.

C2.1.5 Set off

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

C2.1.6 Typing, printing and duplicating work and forwarding charges

C2.1.6.1 Reimbursable rates
The costs of typing, printing and duplicating work in connection with the documentation which must of necessity be done, except those which must in terms of the relevant Manual or other instructions be provided free of charge, shall be reimbursable at rates applicable at the time of the execution of such work. The document "Rates for Reimbursable Expenses" as amended from time to time and referred to below, is obtainable on the Employer's Website: *http://www.publicworks.gov.za/* under "Documents"; "Consultants Guidelines"; item 1.

C2.1.6.2 Typing and duplicating
If the Service Provider cannot undertake the work himself, he may have it done by another service provider which specialises in this type of work and he shall be paid the actual costs incurred upon submission of statements and receipts which have been endorsed by him confirming that the tariff is the most economical for the locality concerned.

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

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

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

C2.1.6.3 Drawing duplication
(a) For drawing duplication the standard rate as set out in Table 2 in the "Rates for Reimbursable Expenses" may be claimed **or** may be claimed according to the provisions as in (b) or (c) below.

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

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

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

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

C2.1.6.4 Forwarding charges

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

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

C2.1.7 Travelling and subsistence arrangements and tariffs of charges

When the Service Provider is requested in writing by or obtained prior approval in writing from the Employer to attend specific meetings at any of the Employer's offices or any extraordinary meetings on site or elsewhere, he will be remunerated according to the provisions under C2.1.7.1 to C2.1.7.5 herein.

C2.1.7.1 General

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

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

Where journeys and resultant costs are in the Employer's opinion related to a Service Provider's malperformance or failure, in terms of this Contract, to properly document or co-ordinate the work or to manage the Contract, no claims for such costs will be considered.

C2.1.7.2 Travelling time

In the case of an appointment on a percentage basis, total travelling time less two hours, will be fully reimbursed. In the case of an appointment on an hourly basis, travelling time will be fully reimbursed. No travelling time will be paid in respect of journeys to DPWI Head Office or the office of the Departmental Project Manager without prior approval in writing.

C2.1.7.3 Travelling costs

Fees for travelling costs are as set out in Table 3 in the "Rates for Reimbursable Expenses".

Travelling costs will be refunded for the full distance covered per return trip measured from the office of the Service Provider appointed.

Compensation for the use of private motor transport will be in accordance with the Government tariff for the relevant engine swept volume, up to a maximum of 3000 cubic centimetres, prescribed from time to time and as set out in Table 3 in the "Rates for Reimbursable Expenses".

C2.1.7.4 Hired vehicles

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

C2.1.7.5 Subsistence allowance

Subsistence costs associated with travelling for this service as tendered under C2.2 Activity Schedule, will annually be adjusted for inflation for the full duration of the Service Contract Period,

as determined by clause 3.16.2, of the Contract, as amended in the Contract Data in C1.2.2. The rates claimable are the rates applicable at the time of the execution of the work.

Subsistence cost, associated with travelling undertaken in excess of the original Service Contract Period in terms of 3.15.1 of Contract Data, will be in terms of Tables 4 and 5 in the "Rates for Reimbursable Expenses" as published by the NDPWI from time to time.

Should the daily tariff as set out in Table 4 be inadequate, substantiated actual costs plus a special daily allowance as shown in Table 5 for incidental expenses, may be claimed. It must be noted that claims may only be according to Table 4 or Table 5. Accommodation should be limited to the equivalent of a three-star hotel and no alcoholic beverages or entertainment costs may be claimed for.

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

C2.2 Activity Schedule

C2.2.1 Activities

C2.2.1.1 The services as defined in the C3 Scope of Services are required. The activity schedule below lists the normal services as defined in the 2023 NDPWI - Scope of Architectural Services and Tariff of Fees (Annexure A), clause 3 and as further defined in C3 Scope of Services, as well as additional services as defined in C3 Scope of Services, of this document.
The applicable fee scale will only be amended to the latest fee scale in use by NDPWI should the project be suspended or where there is no activity for more than two (2) years, and the Employer elects to retain the services of the Service Provider upon uplifting the Suspension in terms of Clause 8.5.1 of the Contract Data.

C2.2.1.2 The estimated normal fees have been calculated using the 2023 NDPWI - Scope of Architectural Services and Tariff of Fees, (Annexure A), by applying the applicable fee scale given in clause A, to determine the basic fee. The project complexity is indicated in C2.2.2 below, should a "value based" fee be applicable.

No allowance has been made in the estimated normal fees below for the additional services in C2.1.3.8 that have been specified to be included in the normal fees. The tenderer shall make provision for the cost of the additional services that are to be included under normal services by adjusting the percentage tendered in column (b).

C2.2.1.3 The services are to be provided in stages and the proportioning of the fee for normal services over the various stages shall be as set out in the 2023 NDPWI - Scope of Architectural Services and Tariff of Fees, (Annexure A), clause 8.1.

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

C2.2.2 Activity Schedule for Value Based Fees

N/A.

C2.2.3 Activity Schedule for Time Based Fees

C2.2.3.1 Activities

C2.2.3.1.1 The activities shall be as listed under item C3 Scope of Services as required.

C2.2.3.1.2 The tenderer must make provision for all activities necessary for the execution of the service as set out in C3 Scope of Services hereof.

C2.2.3.2 Activity Schedule for Time Based Fees

ACTIVITY SCHEDULE FOR TIME BASED FEES

(Only to be completed if remuneration is stipulated as on a "time basis" in C2.1.1.1 herein)

Tenderer's Rates for Time Based Fees

Level of prof. and tech. staff as defined in C2.1.4.2	(c) **Tenderer's rates for Time Based Fees**	X	(d) Estimated hours for each category	(c)x(d) **Financial Offer by Tenderer for Time Based Fees**
Category A	**R**	X	h	= R (1)
Category B	**R**	X	h	= R (2)
Category C	**R**	X	h	= R (3)
Category D	**R**	X	h	= R (4)
Total Time-based Fees (1+2+3+4)				= R (5)

Appointment of sub-consultants / specialists

Description	Quantity	Unit (h)	Rate	Value
As direct sub-consultant, to be appointed by the Service Provider, for: Professional Civil Engineer (sewer, water, stormwater)				= R (6)
As direct sub-consultant, to be appointed by the Service Provider, for: Professional Civil Engineer (structural)		-	-	= R (7)
As direct sub-consultant, to be appointed by the Service Provider, for: Professional Civil Engineer (geotechnical specialist) / Geotechnical Specialist in Geological Science				(8)
As direct sub-consultant, to be appointed by the Service Provider, for: Professional Electrical Engineer				(9)
As direct sub-consultant, to be appointed by the Service Provider, for: Professional Civil Engineer (traffic specialist)				(10)

As direct sub-consultant, to be appointed by the Service Provider, for: Professional Town Planner				(11)
As direct sub-consultant, to be appointed by the Service Provider, for: Professional Landscape Architect				(12)
As direct sub-consultant, to be appointed by the Service Provider, for: Professional Quantity Surveyor				(13)
As direct sub-consultant, to be appointed by the Service Provider, for: Professional Land Surveyor				(14)
As direct sub-consultant, to be appointed by the Service Provider, for: Professional Engineering Surveyor				(15)
As direct sub-consultant, to be appointed by the Service Provider, for: Professional Conveyancing Attorney				(16)
As direct sub-consultant, to be appointed by the Service Provider, for: Professional Environmental Assessment Practitioner				(17)
As direct sub-consultant, to be appointed by the Service Provider, for: Urban Economist/Market Analyst				(18)
As direct sub-consultant, to be appointed by the Service Provider, for: Property Management Specialist in Facilities Management				(19)
As direct sub-consultant, to be appointed by the Service Provider, for: Community Development/Change Management/Public Relations/Social Science/ Development Studies Specialist in Social Facilitation.				(20)
Sub-total Sub-consultants / Specialists (6-20)	=	R	(21)	
		Administration of Sub-consultants		= R (22)
				R (23)

Total Sub-consultants / Specialists (21+22)		
Total Travelling Disbursements (Table A below)	= R	(24)
Typing, Printing, Duplicating and Forwarding Charges in terms of C2.1.6 (Provisional Sum)	= R	(25)
Sub-total of Total time based fees + Total sub-consultants/Specialists + Total travelling disbursements + Typing, Printing, Duplicating and Forwarding Charges (5+23+24+25)	= R	(26)
Add VAT (26) X current VAT rate	= R	(27)
TOTAL FINANCIAL OFFER FOR TIME BASED FEES CARRIED FORWARD TO THE FORM OF OFFER AND ACCEPTANCE (26+27)	= **R**	(28)

NOTE:

1. Total Financial Offer for Value Based Fees **must be carried over to C1.1 Form of Offer and Acceptance as per (17) above**, if this tender is for time-based fees. Failure to carry this amount over to the Form of Offer and Acceptance **will render the Bid Non-responsive** as the Form of Offer **must be fully** completed.

2. Remuneration for time based appointments will be calculated as determined in C2.1.2 (i.e. for each level: the actual number of hours multiplied by the tendered rates in (c) above).

3. Supplementary Services: Where applicable, the Service Provider will be remunerated at an hourly rate as tendered (Based on detailed time sheets) for time spent in liaising, coordinating, sourcing and verification of documents submitted by the contractor including related meetings pertaining to and submitting reports as required to the following Targeted Procurement and Contract Participation Goals applicable to the Construction Project which shall include but not be limited to: SMME contract participation, EPWP and NYS labour reporting, the use of Local Material and Content, the cidb B.U.I.L.D. Programme and any other Contract Participation Goals applicable to the construction project. The hourly rate will be adjusted in accordance with Clause 3.16.2 of the cidb Standard Professional Service Contract and Clause 3.16 of the Contract Data.

4. Time spent on travelling, as well as any other travel related expenses such as travelling costs, subsistence allowance and accommodation is deemed to be included in the Traveling Disbursements per return trip to site as per **(14)** above.

5. In the event of a variation in the Service Contract Period which results in additional travelling over and above the allowed number of trips in **Table A**, the additional Traveling will be paid in accordance with the "Rates for Reimbursable Expenses" as amended from time to time and referred to below, is obtainable on the Department's Website: http://www.publicworks.gov.za/Consultants.asp or from the Departmental Project Manager. These expenses are reimbursable at rates applicable on the time of the actual execution of the specific service contract.

6. Bidder to provide detailed breakdown of Travelling Disbursements per return trip to site from place of business:

Table A: Summary of Disbursements Tendered

Item	Description	Rate	X	Factor	X	No. of trips	Total (if not applicable insert "NA")
1.	Traveling cost by car	Per Km R	X	Kms per Trip	X		R

2.	Subsistence	Per Trip R	X	-	X		R
3.	Travelling Time as per Clause C2.1.7.2	Per Hour R	X	Hours per Trip	X		
4.	Other: Specify below (Table B).	R -	X		X	-	R
5.	**Total disbursement carried over to Activity Schedule (14)**						**R**

Table B: Other Disbursements (Attach separate sheet if necessary)
Table B only to be completed should the service provider's office be located in a different province and/or the service provider has to travel by air and/or stay over due to the vast distance between the service provider's office and the construction site, in order to attend site visits and meetings (Attach separate sheet if necessary). Any claim by the service provider in absence of rates will not be entertained except if approved by the Employer's representative prior to incurring the cost.

Item	Description	Rate	X	Qty	Total (if not applicable insert "NA")
1.	Travelling by Air	R	X		R
2.	Car Rental	R	X		R
3.	Accommodation	R	X		R
4.		R	X		R
5.		R	X		R
6.		R	X		R
7.		R	X		R
8.	**Total carried over to Table A, Item 4**				R

The percentage of normal fees tendered is ..... **%** (in figures)

.....(in words)

(This percentage is not to be transferred to the Form of Offer when tendering "time based fees")

C3: SCOPE OF SERVICES

C3.1 Employer's objectives

This tender is for:

A Service Provider performing architectural work for a Government Precinct Development Plan.

C3.2 Description of the Services

C3.2.1 Services

The following architectural Services are required:

As defined hereafter in C3.3 Extent of Services Annexure B as well as in the 2023 NDPWI - Scope of Architectural Services and Tariff of Fees. Should there be any discrepancies between this Tender Document and other departmental documentation, the former shall take precedence.

C3.2.2 Project description

Durban CBD: Erf 11607 And Remainder Of Erf 11608: Appointment Of Service Provider For A Precinct Development Plan and Site Clearance

C3.2.2.1 Scope

Refer to Annexure B

C3.2.2.2 Location of the Project

Durban CBD

C3.2.2.3 Project Programme

DETAILS OF MILESTONES	PROJECT DELIVERABLES	DELIVERABLES TIMEFRAMES Maximum
COMPONENT 1: INCEPTION		
• Consultation and finalisation of project brief • Analysis of the accommodation needs in relation to the identified site • Site orientation and assessment • Project programme and timeframes for deliverables (PEP) • Briefing and management of project team • Preparation and submission of a comprehensive Inception Report • Attending all project meetings when necessary	Comprehensive Inception Report	1 week
COMPONENT 2: LOCATION ANALYSIS AND SPECIALIST REPORTS/PROCESSES		
• Legislative and policy context. • Fitness for purpose: Confirmation of the user department profile and accommodation needs. • Volumetric Concept: Architect • Laser-scan buildings and topographical survey: Engineering Surveyor • Land Surveyor Certificate: Land Surveyor • Commence Environmental Authorisation process: Environmental Assessment Practitioner	Comprehensive Location Analysis Report inclusive of all detailed specialists reports	8 weeks

• Geotechnical Report: Civil Engineer (Geotechnical specialist) / Geotechnical Specialist • Location and site analysis: All required specialists. • Market Analysis: Urban Economist/Market Analyst • Summary of key aspects detailing opportunities, constraints and challenges and the implications for the development.		
COMPONENT 3: PRECINCT DEVELOPMENT PLAN AND SPECIALIST STUDIES (FOR LAND DEVELOPMENT APPLICATION) INCLUDING COST ANALYSIS		
• Urban Design Framework • Concept Flythrough and Marketing Brochure to support Precinct Investment Plan/Strategy • Facilities Management & Operations Model • Urban Design Guidelines • Cost Analysis and Report • Address and respond to comments received from DPWI project manager • Social Facilitation process • Manage sub-consultants in delivery of the project	Final Precinct Development Plan and Report Marketing Brochure (printed and digital copies)	8 weeks
COMPONENT 4: SITE CLEARANCE: LAND DEVELOPMENT APPLICATION(S) AND OTHER STATUTORY PROCESSES		
• Prepare land development applications • Submit to project manager for input • Submission of land development application(s) • Facilitate public participation and all matters related to the process • Obtain comments from internal Municipal departments • Address and respond to comments received and facilitate engagements between DPWI project manager and municipality where required • Provide timeous input as required by the Municipality in terms of the by-law • Attainment of approval for application(s) from Municipality • Land Surveyor process(es) and approvals (if required) • Assist with process to enter into SLA's with Municipality if required • If required, attend to legal processes (registration of consolidation, subdivision, removal of restrictive conditions of title) in consultation with State Attorney and relevant DPWI Regional Office • Attend all project meetings as and when required • Manage sub-consultants in delivery of the project	Final Site Clearance Report with all required approval(s) including confirmation on bulk service contributions from the local authority and signed SLA's where applicable SG Approvals (where required) Registration in the Deeds Office (where required)	11 months
COMPONENT 5: CLOSE OUT		
• Close Out Report with all required deliverables	Close Out Report	1 week

The programme for the execution of the project is dependent on the various approval processes within the Department and a programme with specific time frames can therefore not be provided at tender stage since it will depend on the time frames required by the consultants for completion of the design and documentation based on the final scope of work, as well as approval processes within the Department and other legislative bodies from whom approvals may be required. The final programme will be in accordance with the approved programme in terms of clause 3.15 of the Standard Professional Services Contract and clause 3.15.1 of the Contract Data. The following table depicts provisional project milestone dates envisaged for tendering purposes only:

C3.2.2.4 Information available from Employer

The project manager will make available the following:

- Space norms for SAPS and DoJ&CD
- Lease portfolio
- Precinct Concept
- Annexure C: National Department of Public Works. Civil and Structural Engineering Services, Guidelines for Site Clearance Requirements, August 2019

C3.2.2.5 Other Contracts on Site

N/A

C3.2.2.6 Reporting Requirements and Approval Procedure

The dates for submission of detailed monthly progress reports will be stated in the Inception Report. These monthly reports must be submitted on or before the last Friday of each month. Draft reports must be submitted to the project manager for comments prior to submission of the final report for each component of the project. Sufficient time (at least one week) must be allocated for this purpose to ensure that the final deliverable for each phase is submitted on the date stated in the Inception Report.

C3.2.2.7 Labour-Intensive Works

(a) The Service Provider shall not perform any significant portion of a project involving labour-intensive works under the direction of a staff member who has not completed the NQF level 7 unit standard "Develop and Promote Labour-Intensive Construction Strategies" or equivalent QCTO qualifications (See Annexure C of the Guidelines for the Implementation of Labour-Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP)).

(b) The staff member of the Service Provider who is responsible for the administration of any works contract involving labour-intensive works must have completed the NQF level 5 unit standard "Manage Labour-Intensive Construction Projects" or equivalent QCTO qualifications (See Annexure C of the Guidelines for the Implementation of Labour-Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP)).

The Service Provider must provide the Employer with satisfactory evidence (e.g. letter of competency) that staff members satisfy the requirements of (a) and (b) above.

(c) The Service Provider must design and implement the construction/maintenance works in accordance with the latest version (download at www.epwp.gov.za) of the Guidelines for the Implementation of the Labour-Intensive Projects under the Expanded Public Works Programme (EPWP) published by the Department of Public Works. The Service Provider must sign the undertaking (Annexure E of the Guidelines for the Implementation of Labour-Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP)) confirming they have complied with EPWP requirements at design and implementation stages.

(d) The Service Provider shall, for monitoring purposes, keep monthly records and transmit to the Employer data on the following indicators with regard to the Project:

- Project budget and planned output according to EPWP requirements
- Actual Project Expenditure and actual output according to EPWP requirements
- Planned and achieved labour intensity
- Number of work opportunities created

- Demographics of workers employed (disaggregated by women, youth and persons with disabilities)
- Wage rate earned on project
- Number of person-days of employment created
- Copies of Identity documents of workers
- Number of persons who have attended training including the nature and duration of training provided
- Assets created, rehabilitated or maintained in accordance with indicators in the EPWP M & E Framework
- Services provided or delivered in accordance with indicators in the EPWP M & E Framework

(e) The values for the indicators shall be submitted to the Employer according to agreed time frames on the prescribed reporting template (from the EPWP Unit in the Department of Public Works) and obtainable from www.epwp.gov.za.

(f) The Service Provider shall, before certifying a contractor's payment certificate, ensure that the contractor has submitted labour information in a format and timeframe specified by the Employer. If the information submitted by the contractor is inadequate the Service Provider shall not submit the payment certificate to the Employer for payment of the relevant outputs.

(g) The Service Provider shall certify that the works have been completed in accordance with the requirements of the Guidelines for the Implementation of Labour-Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP) and the Contract:
- whenever a payment certificate is presented to the Employer for payment; and
- immediately after the issuing of a practical completion certificate that signifies that the whole of the works have reached a state of readiness for occupation or use for the purposes intended although some minor work may be outstanding.

C3.3 Extent of the Services

The specific architectural Services required on this Project and referred to in C3.2 is stated in Annexure B

C3.3.1 Full services
Unless otherwise stated, duties will cover the full field of architectural functions.

C3.3.2 Principal agent
Regarding this appointment as principal agent, duties over and above those as architect will include *inter alia*:

- receiving of instructions from the departmental project manager and distributing to the relevant parties
- co-ordinating of consultants
- compiling and updating the planning programme
- co-ordinating and arranging site meetings and inspections
- liaising with client department only if specifically so instructed
- close liaising and co-operating with the departmental project manager
- furnishing of monthly project reports
- issuing of written instructions
- receiving notices according to the building contract

- issuing of monthly interim payment certificates, final payment certificates for practical and final completion
- making recommendations in respect of the extension of the building contract period and periods where penalties are applicable
- ensuring that all final accounts will be corrected and handed in on time
- administrating of and supervising the building contract in accordance with the requirements, where applicable, as set out in Manual for Private Architects PW 147, and
- other duties not listed above but which could reasonably be expected of a principal agent as well as those listed in the 2023 NDPWI - Scope of Architectural Services and Tariff of Fees.

C3.3.3 Additional Services carrying additional fees
N/A

C3.4 Standard Departmental Documents

The Service Provider must refer to and comply with the following standard departmental documentation:

- "Manual for Private Architects" (PW 147)
- "Construction Works: Specification" (PW 371 –A; PW 371 –B)
- "Directives on the Management of Heritage Assets"
- "Appropriate Development of Infrastructure on Dolomite: Manual for Consultants" (PW 344)
- "Sketch Plan Committee Manual"
- "CDA As-Built Requirements"

The above is available from the following website:
http://www.publicworks.gov.za/consultantsdocs.html

C3.5 Use of reasonable skill and care

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

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

During assessment of any existing facilities, which may have a direct bearing on the Project, the Service Provider shall determine deficiencies with such facilities in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), the SANS 10400, etc. and recommend measures to rectify those during the project execution phase.

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

C3.6 Co-operation with other services providers

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

C3.6.1 Service Providers

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

a) **Professional Architect SACAP)**
b) **Professional Civil Engineer (sewer, water, stormwater) (ECSA)**
c) **Professional Civil Engineer (structural) (ECSA)**
d) **Professional Land Surveyor (SAGC)**
e) **Professional Engineering Surveyor (SAGC)**
f) **Professional Civil Engineer (geotechnical specialist) (ECSA) / Geotechnical Specialist in Geological Science (SACNASP)**
g) **Professional Electrical Engineer (ECSA)**
h) **Professional Civil Engineer (traffic specialist) (ECSA)**
i) **Professional Town Planner (SACPLAN)**
j) **Professional Landscape Architect (SACLAP)**
k) **Professional Quantity Surveyor (SACQSP)**
l) **Conveyancing Attorney (LPC)**
m) **Environmental Assessment Practitioner (EAPASA)**
n) **Property Management Specialist in Facilities Management**
o) **Urban Economist/Market Analyst**
p) **Community Development/-/Change Management/-/Public Relations/-/Social Science/-/Development Studies Specialist in Social Facilitation.**

The **architect** will act as principal agent.

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

C3.6.2 Occupational Health and Safety Act, 1993 (Act 85 of 1993)

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

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

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

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

C3.6.3 Other role players

Local, provincial and national authorities, statutory bodies, governmental departments, Others, as may be required from time to time, including the client department/end user(s).

C3.7 Brief

C3.7.1 Target dates and times

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

The work of all Service Providers will be co-ordinated by the principal agent. All work is to be performed by the persons listed as Key Persons and persons under their supervision and further be executed as described in the Programme according to clause 3.15 of the Contract Data (and/or PEP according to the same clause, if applicable).

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

The Quantity Surveyor shall prepare the final account in consultation with the Employer and issue the final account to the contractor within sixty (60) working days from the date of Practical Completion. Late completion of final account will result in penalties being applied per calendar day, as tabled under Clause 3.12 of the Contract Data.

C3.7.2 Reporting requirements

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

C3.7.3 Local content

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

C3.7.4 Design innovation

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

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

C3.7.5 Final disposal of documents

Upon approval and finalisation of the final account of projects requiring a security clearance, it is a requirement that the Service Provider forward to the Employer all documents relating to this service. The same may also be requested on projects not requiring a security clearance.

C3.8 Reference data

C3.8.1 Space norms

Space norms **are** applicable on this service.

The space norms of the Department of Public Works, space norms as may be published in the government gazette, norms determined by the Employer, when applicable to this/these Project(s), are the norms as set hereunder and shall not be exceeded without prior written approval. Any re-planning resulting from the norms as set, being exceeded, shall be for the Service Provider's account.

The professional team must apply cost control and submit elemental estimates at each stage, reduced to a common date. The Service Provider must set appropriate procedures in place with the other members of the professional team to ensure compliance in this regard.

Space must be controlled and reconciled with the approved norm(s). All planning units are to be provided and if not, this must be pointed out.

The Employer must, at least at completion of each work stage, be provided by the principal agent with certificates which specify that the space norms are not being exceeded, before the next stage may be proceeded with.

The space norm(s) is known and will be provided by the project manager:

(a) SPACE NORM(S):

ASM/GSM _____ _____ m^2

C3.9 Applicable legislation and standards

This section applies to legislation emanating from national and provincial governments as well as that of any local authorities in whose area of jurisdiction the subject of the appointment falls and which has a bearing on the activities and facilities under this appointment.

All the applicable legislation, which do not specifically allow discretion in respect of compliance by the State, shall be followed exactly as intended by such legislation regardless of any instructions, verbal or in writing, to the contrary. (Refer *inter alia* to Section 41 of the Occupational Health and Safety Act, 1993 (Act 85 of 1993)).

Should any applicable legislation allow discretion in respect of compliance by the State, it shall be followed exactly as intended by the relevant legislation as if no discretion is allowed until such time as specific instructions in writing are issued to the appointed professional team by the departmental project manager.

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

- Architectural Profession Act, 2000 (Act 44 of 2000);
- Atmospheric Pollution Prevention Act, 1965 (Act 45 of 1965);
- Construction Industry Development Board Act, 2000 (Act 38 of 2000);
- Council for the Built Environment Act, 2000 (Act 43 of 2000);
- Electricity Act, 1987 (Act 41 of 1987);
- Environmental Conservation Act, 1989 (Act 73 of 1989);
- Fire Brigade Services Act, 1987 (Act 99 of 1987);
- Local Government Municipal Systems Act, 2000 (Act 32 of 2000), municipal by-laws and any special requirements of the local service supply authority;
- National Building Regulations and Building Standards Act, 1977 (Act 103 of 1977);
- National Environmental Management Act, 1998 (Act 107 of 1998);
- National Heritage Resources Act, 1999 (Act 25 of 1999);

- National Water Act, 1998 (Act 36 of 1998);
- Occupational Health and Safety Act, 1993 (Act 85 of 1993);
- Telecommunications Act, 1996 (Act 103 of 1996);
- Water Services Act, 1997 (Act 108 of 1997) and general authorizations;
- the latest issue of SANS 10142: "Code of Practice for the Wiring of Premises";
- the Regulations of the local Gas Board, where applicable and
- all regulations promulgated under the above Acts.

Although the more salient legislation has been referred to above, the *onus* remains on the Service Provider to adhere to, and apply, any and all Acts and/or Regulations not specifically mentioned in the list above but which will have an effect on the Project.

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

- development of plans and documentation;
- supervision of any Service Provider under the appointment;
- ensuring compliance of the end product;
- compiling and issuing of Instruction/Operational Manuals indicating *inter alia* what the legal and safety requirements entail for the user(s)/operator(s) of the facilities;
- providing instruction to the intended users/operators.

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

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

C3.10 Access to land/buildings/sites

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

C3.11 Software application for programming

The Service Provider must avail himself of software to be used in the Project documentation for compatibility with other Service Providers as well as the Employer. Specific requirements for compatibility are specified in the relevant manuals.

C3.12 Security clearance

It is an explicit condition of this agreement that partners, directors and/or the members of staff who will have insight into the planning of projects requiring security clearance, be kept to a minimum and that such persons will not object to being submitted to a security clearance, if the Employer so requires.

If the latter is applicable, the necessary forms will accompany this tender or be provided to the Service Provider at any stage thereafter. These forms must be completed, if attached, and returned with the tender. It is important to furnish information which is complete in every respect.

Should the authority responsible for the clearance, for security reasons not be satisfied with the classification obtained of any of the staff members of the Service Provider, it will be a further condition of this appointment that none of such staff members be involved with any aspect of the Project.

All documents pertaining to these projects must be stored in a safe place when not in use so as to ensure that the level of security of the projects is maintained.

The Employer will not accept liability for any costs in this regard.

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

C3.13 Forms for contract administration

All forms required during contract administration, called PRM forms, are obtainable on the Employer's website at *http://www.publicworks.gov.za/*under "Documents"; "Consultants Guidelines"; item 14. The agreement and conditions of contract to be entered into with the main contractor shall be the most recent version of the JBCC, if it is a multi-disciplinary contract, or GCC, if it is an engineering contract, **as approved and in use by the National Department of Public Works**.

C3.14 Condition to accept unregistered persons with suitable built environment qualifications on secondment

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

C3.15 Submission of Accrual Reports

The Service Provider shall submit accrual reports to the client representative at the end of March and September each year for the duration of the Service Contract period from the date of appointment up to and including project closeout. This is to ensure that PMTE complies with the accounting framework GRAP, which requires that PMTE disclose all its accruals as at the end of each reporting date.

C3.16 Submission of monthly Project Execution Plans (PEP)

The Principle Agent will submit monthly an updated Project Execution Plans (PEP) in accordance with DPWI standard proforma, on a date as agreed with the Employer's Representative.

C3.17 Contract Skills Development Goal

The Contract Skills Development Goal is not applicable to this project.

The cidb Standard for Developing Skills through Infrastructure Contracts as published in the Government Gazette Notice, No. 48491 of 28 April 2023 w where the Service Contract has a duration of 12 months or more, and the professional fees excluding allowances and including VAT exceeds R5 million. This best practice Standard for developing skills through infrastructure contracts standard establishes a minimum contract skills development goal which is to be achieved in the performance of a contract in relation to the provision of different types of workplace opportunities linked to work associated with a contract which culminate in or lead to registration in a professional category by one of the professional bodies listed in the standard (Table 1).

Table 1: Categories of registration

Profession	Category of registration	Act
Architectural	Architect, Senior Architectural Technologist, Architectural Technologist or Architectural Draughts person	Architectural Profession Act of 2000 (Act No.44 of 2000
Construction Project Management or Construction Management	Construction Project Manager or Construction Manager	Project and Construction Management Professions Act of 2000 (Act No. 48 of 2000
Engineering	Engineer, Engineering Technologist, Engineering Technician or Certificated Engineer	Engineering Profession Act of 2000 (Act No. 46 of 2000)
Health and Safety Practitioners	Construction Health and Safety Agent, Construction Health and Safety Manager, Construction Health and Safety Officer	Occupational Health and Safety Act of 1993 (Act No. 85 of 1993) Construction Regulations, 2014
Landscape Architectural	Landscape Architect, Landscape Technologist, Landscape Technician or Landscape Assistant	Landscape Architectural Profession Act of 2000 (Act No. 45 of 2000)
Planning	Planner or Technical planner	Planning Profession Act, 2002. (Act No. 36 of 2002)
Quantity surveying	Quantity surveyor	Quantity Surveying Profession Act of 2000 (Act No. 49 of 2000)
Scientists	Natural scientists	Natural Scientific Professions Act (Act No. 27 of 2003)
Surveying	Land surveyor, Engineering surveyor or Technician engineering surveyor	Professional and Technical Surveyors' Act (Act No. 40 of 1984)
Valuers	Valuer or Associate Valuer	Property Valuers Profession Act (Act No. 47 of 2000)

The Contract Skills Development Goal (CSDG) is the number of hours of skills development opportunities that a Service Provider contracts to provide in relation to work directly related to the Service Contract up to completion the Professional Service Contract. The contract skills development goals, expressed in hours, shall be not less than the professional fees [(1) from the Activity Schedule + VAT] in millions of Rand multiplied by 150 where professional fees is the financial value of a professional service contract at the time of the award of the contract excluding all allowances and expenses, but including value added tax.

Example: The contract amount for a professional services contract is R5.6 m. The contract skills development goal in hours is R5.6m x 150 = 840 hours, where the contract amount is the basic fee for services excluding allowances but including VAT.

Where required in terms of the service contract, a specified proportion of the learners and candidates shall be selected from persons in the employ of the state who meet the relevant eligibility criteria for the relevant programme.

Where required in terms of the service contract, the Employer shall advise the Service Provider of the types of training to be undertaken by the learners and candidates. The mentor shall be a registered person, designated to guide a learner of candidate through structured work experience

learning component of a learning programme required for the acquisition of a part or full qualification or professional designation.

Achieving the Contract Skills Development Goal (CSDG)

The Service Provider shall achieve the measurable contract skills development goal by providing opportunities to learners requiring structured workplace learning using one or a combination of any of the following in relation to work directly related to the contract or order:

Method 1: structured workplace learning opportunities for learners towards the attainment of a part or a full occupational qualification;

Method 2: structured workplace learning opportunities for apprentices or other artisan learners towards the attainment of a trade qualification leading to a listed trade (GG No. 35625, 31 August 2012) subject to at least 60% of the artisan learners being holders of public TVET college qualifications;

Method 3: work integrated learning opportunities for University of Technology or Comprehensive University students completing their national diplomas; or

Method 4: structured workplace learning opportunities for candidates towards registration in a professional category by a statutory council listed in Table 1 above.

Employed learners may not account for more than 33 percent of the contract skills development goal. Not more than one method may be applied to any individual concurrently in the calculation of the contract skills development goal. The principle is that an individual can only be counted once towards the CSDG.

Not more than one method may be applied to any individual concurrently in the calculation of the contract skills development goal.

Contract Skills Development Goal Credits

Contract skills development credits will not be awarded for learners enrolled as beneficiaries of other funded or subsidised programmes.

In the case of engineering and construction works, design and build and services contracts:

a) The contract skills development goals shall be granted by multiplying the number of people employed by the Service Providers and placed for continuous training opportunities in a three-month period by the notional values contained in Table 3, or as revised in a Gazette notice.
b) The Service Provider may source beneficiaries of the contract skills development goal from the cidb Skills Development Agency (SDA).
c) All beneficiaries of the Standard must be registered with the cidb SDA.

NOTE: The role and function of a cidb SDA is outlined in the Standard, Annexure B.

Credits towards the contract skills development goal for professional services contracts shall be granted by summating the hours of structured workplace learning opportunities provided to P1 and P2 learners as well as professional candidates in accordance with the Act, Clause 3.3.

No more than 45 hours may be claimed per week for any individual.

Contract skills development goal credits shall be reduced to the extent that they fail to comply with the requirements of this standard.

The Service Provider shall achieve in the performance of the contract the contract skills development goal established in this Standard for developing skills through infrastructure contracts (March 2020).

Table 3: The notional cost of providing training opportunities per quarter

Type of Training Opportunity	Provision for stipends (Unemployed learners only)	Provisions for mentorship	Provisions for additional costs*	Total costs	
				Unemployed learners	Employed learners
Method 1					
Occupational qualification	R7 000	R0	R9 000	R16 000	R9 000
Method 2					
Unemployed TVET College graduates	R14 000	R0	R9 000	R23 000	N/A
Method 3					
P1 and P2 learners, or a 240 credits .qualification	R24 000	R20 000	R4 500	R48 500	N/A
Method 4					
Candidates with a 360 credits qualification	R37 000	R20 000	R4 500	R61 500	R20 000
Candidates with 480 or more credits qualification	R47 000	R20 000	R4 500	R71 500	R20 000

* Additional provisions include provisions for personal protective equipment, insurance, medical assessments, course fees and trade tools (where applicable) assessment, moderation and monitoring of learners.

NOTE:

i) Where an unemployed learner is employed directly by the Service Provider, the Service Provider shall pay the stipend directly to the learner

ii) Where an unemployed learner is sourced through an SDA, training provider or skills development facilitator the Service Provider must pay the stipend to the SDA, training provider or skills development facilitator who in tum will pay the learner

iii) The notional cost of providing training opportunities will be increase by CPI on an annual basis. The new, revised costs will be published on the cidb website on 1 April in each year.

The Employer requires that employees of the state be seconded to the Service Provider in order to be provided with structured workplace learning opportunities in accordance with the provisions of this standard. The specified number of employees of the state is **N/A**. The Employer shall provide a list of persons for selection by the Service Provider as prescribed in the implementation guidelines. Persons selected by the Service Provider shall be seconded to the Service Provider under the terms and conditions prescribed in the implementation guidelines.

Credits towards the contract skills development goal shall be denied where the Service Provider fails to comply in terms of Clause 3.4 of the Act. Compliance requirements shall be in terms of Clause 4 of the Act and records to be provided to be in accordance with Clause 5 of the Act.

Role and Functions of the Skills Development Agency

The Skills Development Agency (SDA) will provide career management and compliance reporting functions for all learners for CSDG compliance in terms of this Standard. Where the Service

Providers provide direct employment to unemployed learners, or enrols own employees for CSDG compliance, the Service Provider shall register them with the cidb SDA. The SDA can also act as an employment intermediary for unemployed learners.

The roles and functions of the Skills Development Agency (SDA) are summarised below.

Career Management and Compliance Reporting

The Service Provider shall enter into a contract agreement with the cidb SDA, training provider or skills development facilitator to manage their learners according to the provisions given below:

a) preparing training plans for registered learners, including details of the scope of experiential work to be covered and expected outcomes;
b) registering learners with the appropriate Sector Educational and Training Authority established in terms of the Skills Development Act of 2008 (Act 37 of 2008);
c) conducting entry and exit level medicals for learners at the conclusion of each placement opportunity;
d) providing personal protective equipment;
e) liaising with the supervisor to monitor onsite training progress of learners;
f) liaising with the supervisor to arrange for summative assessments at appropriate stages of the training; and
g) liaising with the supervisor to prepare reports for the Employer's representative and cidb at practical completion of the contract.

The relevant training provider or skills development facilitator shall invoice the Service Providers for the provision of these services as per cost schedule in Table 3.

The cidb SDA shall open a trust fund to ring-fence monies essential for all learner requirements where necessary provided for in this standard such as personal protective equipment, medical assessments, insurance, course fees, monitoring as well as top up training and assessment.

Employment Intermediary

The cidb SDA can act as an employment intermediary for unemployed learners and provide Service Providers with learners qualifying for participation in the CSDG, as well as managing their employment functions such as payment of stipends, workman's compensation, provision of personal protective equipment, trade specific tools, etc.

In such cases, the Service Provider shall contract directly with an SDA, training provider or skills development facilitator of their choice for the recruitment, placement and management of learners. The Service Provider shall pay the SDA, training provider or skills development facilitator in accordance with the notional costs provided for in this standard, or as amended by a Gazette.

Sanctions

Failure by the Service Provider to achieve the **total** Notional Cost of the Contract Skills Development Goal (Excluding VAT), as indicated in the pricing schedule item, will result in a penalty of 30% of the value of the portion not achieved, unless the Service Provider can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

C4: SITE INFORMATION

(Refer to Annexure B.)

Annexure A

2023 NDPWI - Scope of Architectural Services and Tariff of Fees

National Department of Public Works & Infrastructure
Scope of Architectural Services and Tariff of Fees
in respect of services rendered by a person registered
in terms of section 19(2) of the Architectural Profession Act, 2000
(Act No. 44 of 2000)

The commencement date of this document shall be

01 March 2023

This document is hereafter referred to as the
"2023 NDPWI - Scope of Architectural Services and Tariff of Fees"

NATIONAL DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE

A Professional Fees for Architects 2023

The definitions of complexity of the project type derived from the SACAP Identification of Work (IDOW) as set out below:

1) "Low complexity projects" means simple buildings or groups of buildings in an uncomplicated grouping with low impact on the environment:

   These are structures with low performance requirements. Structures of simple utilitarian character, design and detail. The structures are constructed utilizing standard low technology building methods. They require a minimum of mechanical and electrical services or equipment, and basic civil works infrastructure;

2) "Medium complexity projects" means buildings or groups of buildings in a relatively uncomplicated grouping with a medium impact on its environs:

   These are structures with medium performance requirements. The structures are of average character and design or detail. The structures require non-complex structural and civil works and an average level of mechanical or electrical equipment as could normally be handled by design- supply specialist contractors;

3) "High complexity projects" means a building or buildings in a large or complicated grouping with a significant impact on its environs:

   These are structures with high performance requirements and demanding a sophisticated level of design and detail content to respond to specialized requirements. Complex buildings will usually incorporate comparatively large or specialised mechanical, electrical and other specialist installations, or be of complex structural or civil design.

Refer to the IDOW for further detail. The Identification of Work was published under gazette 44505 as Board notice 27 of 2021. https://www.sacapsa.com/services/identification-of-work

PROJECT COST-BASED FEE

The project cost-based fee in Tables A.1 to A.3 is based on the full scope of standard services provided.

Table A.1: Low Complexity

Cost Bracket	Value of Works (excl. VAT)		Primary Fee	Plus Secondary Fee	
	From	To		Add %	On Balance Over
	A	B	C	D	E
1	R 1	R 200 000	R 10 230,18	15,81%	R 1
2	R 200 001	R 650 000	R 41 846,10	15,20%	R 200 001
3	R 650 001	R 2 000 000	R 110 217,17	11,21%	R 650 001
4	R 2 000 001	R 4 000 000	R 261 510,57	9,77%	R 2 000 001
5	R 4 000 001	R 6 500 000	R 456 909,51	9,52%	R 4 000 001
6	R 6 500 001	R 13 000 000	R 694 755,35	8,26%	R 6 500 001
7	R 13 000 001	R 40 000 000	R 1 231 500,08	7,99%	R 13 000 001
8	R 40 000 001	R 130 000 000	R 3 387 334,84	7,98%	R 40 000 001
9	R 130 000 001	R 260 000 000	R 10 568 956,99	7,47%	R 130 000 001
10	R 260 000 001	R 520 000 000	R 20 272 787,12	7,29%	R 260 000 001
11	R 520 000 001	R 1 040 000 000	R 39 237 652,49	7,11%	R 520 000 001
12	R 1 040 000 001	-	R 76 203 068,03	6,57%	R 1 040 000 001

Table A.2: Medium Complexity

Cost Bracket	Value of Works (excl. VAT)		Primary Fee	Plus Secondary Fee	
	From	To		Add %	On Balance Over
	A	B	C	D	E
1	R 1	R 200 000	R 12 240,00	18,91%	R 1
2	R 200 001	R 650 000	R 50 067,17	18,18%	R 200 001
3	R 650 001	R 2 000 000	R 131 870,39	13,41%	R 650 001
4	R 2 000 001	R 4 000 000	R 312 886,84	11,69%	R 2 000 001
5	R 4 000 001	R 6 500 000	R 546 673,78	11,38%	R 4 000 001
6	R 6 500 001	R 13 000 000	R 831 246,74	9,88%	R 6 500 001
7	R 13 000 001	R 40 000 000	R 1 473 440,14	9,56%	R 13 000 001
8	R 40 000 001	R 130 000 000	R 4 052 809,42	9,55%	R 40 000 001
9	R 130 000 001	R 260 000 000	R 12 645 330,47	8,94%	R 130 000 001
10	R 260 000 001	R 520 000 000	R 24 255 571,57	8,73%	R 260 000 001
11	R 520 000 001	R 1 040 000 000	R 46 946 267,55	8,51%	R 520 000 001
12	R 1 040 000 001	-	R 91 173 895,32	7,86%	R 1 040 000 001

Table A.3: High Complexity

Cost Bracket	Value of Works (excl. VAT)		Primary Fee	Plus Secondary Fee	
	From	To		Add %	On Balance Over
	A	B	C	D	E
1	R 1	R 200 000	R 14 249,82	22,02%	R 1
2	R 200 001	R 650 000	R 58 288,24	21,17%	R 200 001
3	R 650 001	R 2 000 000	R 153 523,63	15,61%	R 650 001
4	R 2 000 001	R 4 000 000	R 364 263,10	13,61%	R 2 000 001
5	R 4 000 001	R 6 500 000	R 636 438,07	13,25%	R 4 000 001
6	R 6 500 001	R 13 000 000	R 967 738,13	11,51%	R 6 500 001
7	R 13 000 001	R 40 000 000	R 1 715 380,21	11,12%	R 13 000 001
8	R 40 000 001	R 130 000 000	R 4 718 284,00	11,12%	R 40 000 001
9	R 130 000 001	R 260 000 000	R 14 721 703,95	10,39%	R 130 000 001
10	R 260 000 001	R 520 000 000	R 28 238 356,02	10,16%	R 260 000 001
11	R 520 000 001	R 1 040 000 000	R 54 654 882,62	9,90%	R 520 000 001
12	R 1 040 000 001	-	R 106 144 722,59	9,16%	R 1 040 000 001

Method of Fee Calculation:

Professional Fee
=
Primary Fee (C) for applicable Cost Bracket of Value of Works
+
Secondary Fee for applicable Cost Bracket of Value of Works
Calculated as (Applicable Value of Works **minus** Column E) x % in terms of Column D

Example: Fee Calculations – from tables above:

Complexity	**Low Complexity**	**Medium Complexity**	**High Complexity**
Value of Works	R3 000 000	R3 000 000	R3 000 000
Primary Fee	R261 510,57	R312 886,84	R364 263,10
Secondary Fee	(R 3 000 000 - R 2 000 001) x 9.77% R 999 999 x 9.77% R97 699,90	(R 3 000 000 - R 2 000 001) x 11,69% R 999 999 x 11,34% R116 899,88	(R 3 000 O00 - R 2 000 001) x 13,61% R 999 999 x 13,48% R136 099,86
Professional Fee	Primary Fee + Secondary Fee R261510,57 + R97699,9 **R359 210,47**	Primary Fee + Secondary Fee R312886,84 + R116899,88 **R421 353,00**	Primary Fee + Secondary Fee R364263,1 + R136099,86 **R490 539,66**

NATIONAL DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE

B Architectural Fees Explanatory Document 2023

1. FEES DESCRIPTION

1.1 Where the words and phrases are highlighted in the text of this 2023 NDPWI - Scope of Architectural Services and Tariff of Fees they shall bear the meaning assigned to them in clause 28.1 and where such words and phrases are not highlighted they shall bear the meaning consistent with the context.

1.2 The Department of Public Works and Infrastructure (Department) appoints architects either from a nomination process or by way of fees tender/bid system. In both cases the specific appointment for and nature of the work shall be as indicated in the **agreement(s)** entered into by Department with the professional entity.

1.3 The general guideline for fees based on work performed shall be as indicated below but with the proviso that the appointment documentation may be more specific in certain areas and shall therefore have preference over this document.

1.4 Where the appointment is made on value based remuneration, the basic Value Based Fees as in the applicable table A.1 to A.3 above, shall form the basis for the remuneration of the **architect**. Specific inclusions and exclusions are listed below.

1.5 Where the appointment is made on an hourly basis, or a portion of the appointment carries hourly fees, the fee scales for hourly rates, as determined from time to time by the Department and available on the Department's website shall apply, unless different hourly rates were tendered, in which case such rates will apply.

1.6 Unless the **agreement** between the Department and the professional entity states differently, disbursements, which are available on the Department's website, will be as determined by the Department from time to time.

1.7 The Department appoints architects **registered** as professional architects with **SACAP**. Should the identification of work and/or demarcation of work, as may be gazetted by **SACAP** be accepted by the Department, this document, i.e. 2023 NDPWI - Scope of Architectural Services and Tariff of Fees, will be amended to take into account the scope of services as well as the fees attracted by the other categories of registration with respect to the architectural profession. However, unless otherwise clearly stated, this appointment is for firms offering services in the category of registered professional architect. Where services of **architectural professionals registered** with **SACAP** in categories other than professional architect may be employed by the Department, the services to be rendered and functions to be fulfilled are informed by the 'Identification/demarcation of work for Architectural Professionals', as may be separately determined by **SACAP** and as may be reflected in the **agreement** entered into with the Department.

1.8 The Department may from time to time request sight of the registration status of an appointed architectural **consultant**, irrespective of the category of registration.

2. DESCRIPTION OF STANDARD SERVICE

In a standard service the **architect** is appointed to fulfil the obligations provided for in the appointment **agreement**, which in turn is informed by the exposition of the work stages below as well as the inclusions and/or exclusions listed in this document. The Manual for Private Architects PW147 contains further information pertaining to the work and function of the **architect** and must be read with this document.

3. BRIEF EXPOSITION OF WORK STAGES

The essential functions of each work stage relevant to the service are identified herein as:

3.1 STAGE 1: INCEPTION

Receive, appraise and report on the **client's** requirements with regard to:

(a) The **client's** brief;
(b) The site, rights and constraints;
(c) Budgetary constraints;
(d) The need for **consultants**;
(e) **Project** programme;
(f) Methods of contracting; and
(g) whether, other statutory authority applications are required or desirable.

3.2 STAGE 2: CONCEPT AND VIABILITY (CONCEPT DESIGN)

Prepare an initial design and advise on:

(a) The intended space provisions and planning relationships;
(b) Proposed materials and intended building services;
(c) The technical and functional characteristics of the design;
(d) Check for conformity of the concept with the rights to use the land;
(e) Consult with local and statutory authorities;
(f) Review the anticipated costs of the **project**;
(g) Review the **project** programme.

3.3 STAGE 3: DESIGN DEVELOPMENT

(a) Confirm the scope and complexity with the **client**;
(b) Review the design and consult with local and statutory authorities;
(c) Develop all aspects of the design including, but no limited to, construction systems, materials, fittings, finishes selections and components;
(d) Incorporate and co-ordinate all the services and work of the **consultants**;
(e) Review the design, costing and programme with the **consultants** and the **client**;
(f) Obtain the approval of the Sketch Plan Committee in order to obtain approval from the department project manager to continue with stage 4.

3.4 STAGE 4: DOCUMENTATION AND PROCUREMENT

3.4.1 Stage 4.1

(a) Prepare documentation sufficient for local authority building plan application submission;
(b) Co-ordinate technical documentation with the **consultants** and complete primary coordination sufficient to support building plan submission;
(c) Review the costing and programme with the **consultants**;
(d) Obtain the **client's** authority, and submit documents for comments by the local authority and act on the comments made.

3.4.2 Stage 4.2

(a) Obtain the authority of the departmental project manager to prepare documents to procure offers for the execution of the **works**;
(b) Complete **construction documentation** sufficient to call for tenders;
(c) Including, but not limited to, the preparation of specifications for the **works**;
(d) Evaluate offers and recommend on a successful tender for appointment;
(e) Prepare the **contract** documentation;
(f) Complete all remaining technical **and construction documentation** and coordinate same with the **consultant team**.

3.5 STAGE 5: CONSTRUCTION

(a) Administer the building **contract**;
(b) Together with the departmental project manager, give possession of the site to the **contractor**;
(c) Issue construction documentation;
(d) Review sub-contractor designs, shop drawings and documentation for conformity of design intent;
(e) Inspect the **works** for conformity to the **contract** documentation and acceptable quality in terms of industry standards;
(f) Administer and perform duties and obligations assigned to the **principal agent** in the **building contract** applicable to this project;

(g) Manage the completion process of the project;
(h) Obtain the certificate of occupation.

3.6 STAGE 6: CLOSE-OUT

(a) Facilitate the **project** close-out including the preparation of the necessary documentation to effect completion, handover and operation of the **project**;
(b) After the **contractor's** obligations with respect to the building **contract** are fulfilled, the architect shall issue the certificates related to **contract** completion;
(c) Provide the **client** with construction record documentation and the relevant technical and contractual undertakings by the contractor and sub-contractors.

4. ADDITIONAL SERVICES CARRYING ADDITIONAL FEES

The following non exhaustive services are additional to the standard services and qualify for additional fees. These services may be added individually or in varying combinations and shall be provided by prior agreement between the Department and the **architectural professional**.

4.1 SPECIAL DESIGN SERVICES

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

(a) Rational design and Green Star design documentation; participation in the preparation of rational designs and Green Star design;
(b) 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;
(c) Sectional titles plans, submissions, alteration and registration;
(d) Master planning – defining and planning the layout of future development of buildings and/or services on the same site;
(e) Landscape design – participation in landscape planning and construction;
(f) Interior design – the design or participation in the design of Interiors and the selection of furnishings and fixtures and special finishes;
(g) Specialized equipment lay-out and consequential coordination requirements;
(h) Liaison with special designers and specialist **consultants**;
(i) Purpose-made items – the design and documentation of purpose made items, only to the extent that services in the relation thereto are deemed unreasonable to be regarded as part of standard services. Prior permission in this regard from the departmental project manager is necessary;
(j) Promotional material, art work and immersive digital experiences, participation in the preparation of;
(k) Plant operation and production layouts, participation in the definition and layout;
(l) Building Information Modelling (BIM) services beyond design and construction documentation. This includes BIM services intended for asset management and/or facilities management.

4.2 SPECIAL MANAGEMENT SERVICES

(a) The setting up of a **project** execution plan by the **architect** shall be deemed normal to the duties of the **architect**;
(b) Cost and valuation services – participation in the administration of costs and payments where a quantity surveyor has not been appointed;
(c) Special **inspections** – more intensive **inspections** and assessment of the **works** than the norm to assess compliance with specifications.

4.3 SPECIAL STUDIES

(a) Preparation of the **client's** brief – assist the **client** in the preparation of his requirements with regard to the purpose, scope, use of and operation of the **project**;
(b) Site selection – research the suitability and location of a site for a proposed **project**;
(c) Feasibility studies – participation in technical and/or economic feasibility studies;
(d) Environmental studies – participation in environmental studies;
(e) Energy analysis, studies and planning e.g. Green Star Ratings, but excluding basic architectural design incorporating sound planning for energy efficiency and maintenance;
(f) Market surveys – participation in market surveys;

(g) Traffic studies – participation in traffic flow studies;
(h) Drone studies; specialised photography for technical application and marketing material;
(i) Specialist survey e.g. Point Cloud and Liddar Survey.

4.4 SPECIAL SUBMISSIONS TO STATUTORY AUTHORITIES

(a) Land Use;
(b) Environment;
(c) Heritage;
(d) Licences

4.5 WORK ON EXISTING PREMISES

Note: This item to be read in conjunction with the table in item 5.4 below.

(a) Surveys and inspections – inspect, survey, measure and prepare documentation of existing premises, with other **consultants** as needed. In cases where the nature of **projects** calls for additions/ alterations/ reconfiguration of existing buildings/structures, the cost of surveys and inspections is deemed to be covered by the increase of 30% covered in the table in item 5.4 below;
(b) Restorations and renovations – services in connections with work on existing buildings;
(c) Heritage buildings – services in connection with work on heritage buildings, structures and sites;
(d) Services in connection with demolition permits of existing buildings and structures.

4.6 OTHER SERVICES

(a) Participation in litigation and dispute resolution (where a concurrent service is rendered);
(b) Mutually agreed additional services.

5. PROJECT VALUE BASED FEES FOR STANDARD AND PARTIAL SERVICES

5.1 The architectural professional shall refer to the first part of this document, clause **A Professional Fees for Architects 2022**, to determine whether a project is of low, medium or high complexity. Different fee scales apply to different complexities of a project.

5.2 The fees consist of a 'base fee' and a percentage of **project** cost; these derive from 'bracketed **project** values'.

5.3 The cost of the works:

5.3.1 The "cost of the works" or the "project cost" in respect of this service, shall mean the final value of the contract, including any amount of adjustment under any applicable contract price adjustment provision, of all the buildings in the project/complex included in the Architect's commission less items not regarded as an integral part of the project, or design of the works - refer to exclusions below.

5.3.2 The "cost of the works" or the "project cost" shall exclude any allowances in respect of contingencies, fees for other consultants and specialist, as well as the provision for escalation.

5.3.3 Where the fees are based on an estimate, the estimate shall be the one accepted by the Department as representing the value of the works, which for purposes of interim payments will be deemed to be 80% of the consultant's estimate. If tenders were received but not awarded, the lowest tender price will be used as base for the calculation of fees, unless acceptable motivation can be provided to prove that such amount is unreasonable.

5.4 Table of categories of project types and the corresponding fee calculation method applicable for architects.

	Project type and definition	Stage	Project cost based fees (base + percentage)	Additional fee	Time basis fees (TBF)
1	Construction (new projects) Building, assemble, establish fabrication of new buildings, structures, installations.	1 2 3 4.1 4.2 5 6	2% 15% 20% 10% 20% 30% 3% 100%	Not applicable	Not applicable
2	Construction new projects using NDPWI standard drawings	1 2 3 4.1 4.2 5 6	2% 15% 20% 10% 20% 30% 3% 100%	Reduced fee of 0.75 on each of stages 2 to 4. Full fee on stages 1, 5 & 6	Not applicable
3	Additions Build-on, additional, enlarge/extend existing facility's gross floor area or height of facility, add on (increase).	1 2 3 4.1 4.2 5 6	2% 15% 20% 10% 20% 30% 3% 100%	+30% +30% +30% +30% +30% +30% +30%	TBF not applicable. The 30% additional fee is for that portion of work associated with the parts of the addition interfacing with the existing building
4	Alterations Change, modify, adjust facility (same use).	1 2 3 4.1 4.2 5 6	2% 15% 20% 10% 20% 30% 3% 100%	+30% +30% +30% +30% +30% +30% +30%	TBF not applicable. The remeasuring and draughting existing structures are included in the 30% additional fee
5	Rehabilitation (non heritage) Repair, reconstruct, renew, rehabilitate – existing structures, buildings.	1 2 3 4.1 4.2 5 6	2% 15% 20% 10% 20% 30% 3% 100%	Not applicable	For remeasuring and draughting existing structures
6	Repairs and Renovations Observable and recognizable damage, deterioration, broken (doors, locks, hinges, taps, etc.), worn, torn, disrepair.	1 2 3 4.1 4.2 5 6	2% 15% 20% 10% 20% 30% 3% 100%	Not applicable	For remeasuring and draughting existing structures
7	Maintenance Repair of existing facilities when the size, type or extent is not thereby changed or increased, partial equivalent replacement of items/components.	1 2 3 4.1 4.2 5 6	2% 15% 20% 10% 20% 30% 3% 100%	Not applicable	For remeasuring and draughting existing structures
8	Restoration (heritage) Repair, reconstruct, renew, rehabilitate – heritage buildings (historical) structures, objects (specialist knowledge of materials and methods).	1 2 3 4.1 4.2 5 6	2% 15% 20% 10% 20% 30% 3% 100%	+40% +40% +40% +40% +40% +40% +40%	TBF not applicable. The remeasuring and draughting existing structures are included in the 40% additional fee
9	Upgrading To improve, better quality, higher requirements (colour schemes, materials, etc.).	1 2 3 4.1 4.2 5 6	2% 15% 20% 10% 20% 30% 3% 100%	Not applicable	For remeasuring and draughting existing structures
10	Refurbishment Renew, revamp, redecorate, refit, recondition not because of any deterioration or damage (prestigious).	1 2 3 4.1 4.2 5	2% 15% 20% 10% 20% 30%	Not applicable	For remeasuring and draughting existing structures

		6	3% 100%			
11	Adaptation/ Reconfiguration Change of function, use, application.	1 2 3 4.1 4.2 5 6	2% 15% 20% 10% 20% 30% 3% 100%	+30% +30% +30% +30% +30% +30% +30%	TBF not applicable. The remeasuring and draughting existing structures are included in the 30% additional fee	
Note: 1 2	The above definitions to be read in conjunction with the corresponding definitions in the Sketch Plan Committee Manual. Hourly rates will only apply when instructed by the Department.					

6. BUDGET FOR FEE PURPOSES

The **project** value fee for **budget** purposes excludes VAT, contingencies, fees for consultants and specialist as well as the provision for escalation.

7. PROJECT VALUE BASED FEES FOR A REDUCED SERVICE

Where the **architect** is not the **principal agent**:
A reduction of the fee for the work of 10% of the fee for stages 5 and 6 will be applicable.

8. APPORTIONMENT OF FEES BETWEEN WORK STAGES

The fee applicable to each work stage is apportioned according to the table below and shall be current for the duration of the **project**.

8.1 Fees for Work Stages

8.3.1 Table of stages

WORK STAGE	PROPORTIONAL FEE	CUMULATIVE TOTAL
1	2%	2%
2	15%	17%
3	20%	37%
4.1	10%	47%
4.2	20%	67%
5	30%	97%
6	3%	100%

9. FEES FOR ADDITIONAL SERVICES

Unless otherwise stipulated, the fee for additional services is time based, based on hourly rates as determined by the Department. Whenever these rates are revised the new rates shall apply to work performed after the date of publication of such revision.

10. FEES FOR A PROJECT THAT INCLUDES REPEATED BUILDINGS

10.1 For a project consisting of a number of repeated buildings erected under a single **building contract**, the fee will be reduced as indicated below provided the parts of the **project** are:

(a) Built on one site or a series of adjoining or closely related sites;
(b) Either wholly apart from each other or linked with screen walls, common walls or other similar means;
(c) Repeats of one or more prototype designs for units, blocks or elements and built from the repeated use of one or more sets of drawings and related documents with nominal or no modification for each re-use.

10.2 Full fee shall prevail for the origination of the first buildings, (known as prototypes) prior to the repeated buildings, thereafter fee adjustment is applied to the repeated buildings.

10.3 The reduced fee is 35% of the fee in table 5.3 above applied to work stages 1 through 4 inclusive.

10.4 The fee applicable to item 10.3 above is for working drawings/documentation and related documentation and the preparation of site and service plans for each repeated building.

10.5 The reduced fee does not apply to work stages 5 and 6. Fees for repeat buildings are therefore 35% (of the fee applied to work stages 1 to 4) + the full fee applied to work stages 5 and 6.

10.6 Adjustment made to prototypical buildings shall attract fees at hourly rates.

11. FEES FOR BUILDINGS REPEATED UNDER SEPARATE BUILDING CONTRACTS

The re-use of drawings and documents on other sites for which the original architect is not appointed, will not entitle the original architect to additional fees.

12. FEES FOR AN APPOINTMENT WHERE THE PROFESSIONAL ARCHITECT TAKES OVER INCOMPLETE WORK OF ANOTHER PROFESSIONAL

The work stage shall be identified and an appropriate **budget** for the **works** shall be set. The fee for the incomplete work stage or the stage in which the service is commenced is subject to an increase of 15%. (Also called familiarization fee).

13. FEES FOR INSPECTION AND ADMINISTERING BUILDING CONTRACTS IF APPOINTED FOR THOSE STAGES ONLY

The fee for inspecting and administering **building contracts** (i.e. when only work stages 5 and 6 are required) is 30 per cent of the total fee based on the final cost of each **project**. A familiarization fee at hourly remuneration rates, up to a maximum of 15% of the fee for work stage 4 may be claimed.

14. FEES FOR DEPLOYMENT OF EMPLOYEES

Where an employee of the **architectural professional** is deployed on site for extended **inspection** or other appointed purpose, the amount of the reimbursement shall be the total cost of employment X 1.12, plus site associated allowances X 1.1. PRM 033 – 1 shall apply and prior application is to be lodged with the project manager according to the **agreement**.

15. EXTENDED INITIAL CONTRACTUAL CONTRACT PERIOD

In the event of the initial **contract** period being exceeded by more than 10 per cent, through no fault of the **architectural professional**, the **architect** is to be remunerated for all additional work over and above the period exceeding the additional 10%, resulting from the extension of time. The architectural professional shall inform the **client** in writing that the allocated period for providing professional services has been exceeded by 10% and therefore hourly rates according to the then current departmental hourly rate together with related reimbursable expenses shall apply.

16. ADJUSTMENT OF GUIDELINE FEES AND DISBURSEMENTS

The **architect's** fees and disbursements are based on the following parameters:

(a) Scope of services;
(b) Scope of the **project/works**;
(c) **Project** programme;
(d) Cost of the **works**;
(e) Cost of the **project**;
(f) Appointment of other **consultants**;
(g) Appointment of a **contractor(s)**.

Should any material variation to the parameters as stated occur, the fees and disbursements may be adjusted.

Adjustments to the **project** programme, commonly known as 'fast tracking' that require the application of additional resource(s) by the **architect**, may attract additional fees. The **architect** shall submit a proposal to the project manager for approval prior to the commencement of the enhanced service.

17. TRAVELLING TIME

Travelling time shall be remunerated as indicated in the **agreement** between the **architect** and the Department.

18. FEES ON TERMINATION OR ABANDONMENT BY THE CLIENT

Where the **agreement** is terminated, either in whole or in part or the **works** are abandoned or postponed, payments will be according to the stipulations of this **agreement**.

19. FEES FOR DISPUTE RESOLUTION SERVICES

For acting as expert witness or mediator, the fee will be the time charge fee increased by 50 per cent (150% of the fee).

Where **projects** are referred to dispute resolution, the **architect** retained on that **project** is to be reimbursed for the additional service.

The **architect** shall submit a proposal to the project manager for approval prior to the commencement of the enhanced service.

20. PAYMENT OF PROFESSIONAL ACCOUNTS

(a) The **architect's** accounts are due and payable on presentation and are payable within the contractually stipulated period.
(b) The **architect** shall be entitled to render interim accounts as stipulated in the **agreement**.

21. REGULAR INVOICING

Accounts for Services rendered may be submitted on the successful completion of each stage of work in accordance to the stipulations in the **agreement**.

22. REIMBURSEMENT OF EXPENSES

In addition to the fees set out in this document, the Department shall reimburse the **architectural professional** for disbursements properly incurred according to the stipulations of the **agreement**.

23. PROFESSIONAL FEES

(a) The applicable basic Value Based Fees for architects, as in table A.1 to A.3 above, shall apply.
(b) The basic fee shall be the sum of fees as set out in the Method of Fee Calculation in Clause A above.

24. FULL SERVICES SUBMITTED BY TENDER

In the event of a fee proposal being submitted by way of tender, the fee for full services shall be tendered as a percentage of the applicable table A.1 to A.3 above, before apportionment into work stages.

Where the **architect** is required to perform a portion of the full services only, the tendered percentage shall only apply to the relevant portion of the fee.

25. EXCLUSIONS

Certain items and services, which are outside of the building(s) and/or which are regarded as items of equipment, irrespective whether these are located outside and/or to the building(s), are not regarded as an integral part of the architectural **project** or design of the **works** and consequently the cost of these items are to be excluded from the value of the **works** on which a percentage architectural fee is calculated.

The **architect** may, upon proof, be entitled to professional fees due to involvement in the design and/or specification of these items. Professional fees claimed on a percentage of the cost of the item exceeding 1% of the cost of the item will not be entertained. Time based fees relating to the items listed below may be submitted for consideration.

26. ITEMS NOT INTEGRALLY PART OF THE WORK OF THE ARCHITECT

The following are examples of items regarded as not being an integral part of the architectural project or design of the **works**.

The list of examples below is not exhaustive – should any uncertainties exist in this regard, the onus is on the **architect** to seek a ruling in writing from the departmental project manager. The **architect** may however be specifically appointed in writing to undertake work relating to the items below, in which case fees shall be identified in the appointment documentation. When the **architect** has, upon proof, fulfilled a coordinating and/or planning role in respect of the excluded items, a fee commensurate with the input made by the **architect**, but not exceeding 1% of the value of the items, may be claimed.

1. Roads, bridges, pathways, fencing, stormwater and parking areas designed by the civil engineer. The civil engineer is involved in the detailed design but the **architect** may have inputs in terms of master planning, position, shape, route and landscaping considerations, and so forth, meant to complement the design of the building(s) and link up with the civil engineering work.
2. Layouts of sports fields and gardens other than primary placement when not done by the landscape architect.
3. Municipal connection fees.
4. Main(s) water supply, major water reticulation, reservoirs and water purification plants outside of the building(s).
5. Main electrical supply cables external to the building(s).
6. Electrical transformers, high tension gear, generating plants and uninterrupted power supply plants, irrespective of whether these are internal or external to the building(s).
7. Main collector and outfall sewers and sewage disposal plants external to the building(s).
8. Steam and water boilers specified by the engineer.
9. Pump and pumping equipment specified by the engineer.
10. Fire-fighting equipment specified by the engineer.
11. Projectors, audio visual equipment, television and computer equipment and electronic equipment, with the exception of primary placement.
12. X-ray, other medical equipment, laundry, sterilizing and incinerator equipment.
13. Artwork.
14. Landscaping, when designed by the landscape architect, in respect of Landscaping items, features, furniture etc. designed and/or specified by the landscape architect.
15. The sinking of boreholes including any pumping equipment, when specified by the engineer or persons other than the **architect**.
16. Procurement of loose furniture.
17. Procurement of electrical and mechanical plant, operational and production layouts and manuals.
18. Extended detailed **inspection** of the **works** where required by the **client**.
19. Provision of revised or supplementary documentation required by the **client**. However, as-built drawings form part and parcel of the basic services rendered to the Department.

27. INCLUSIONS

The following are examples of items regarded as being an integral part of the architectural project or design of the **works** on which full **architect's** fees may be calculated.

1. Electrical, water, sewage, steam, gas, IT and communication reticulation systems inside the building(s) except where entirely designed and specified by the engineer.
2. Air-conditioning and ventilation systems.
3. Lifts, escalators, travelators and other means of mechanical conveyance.
4. Fire detection, security systems and sprinkler systems.
5. Hot water generating equipment, e.g. geysers, calorifiers and solar water heaters.
6. Built-in refrigeration facilities and mortuary cabinets.
7. Kitchens and other fittings when designed/laid out by the **architect**.

28. DEFINITIONS AND INTERPRETATIONS

Where the words and phrases are highlighted in the text of this document they shall bear the meaning assigned to them and where such words and phrases are not highlighted they shall bear the meaning consistent with the context.

28.1 DEFINITIONS

"Agreement" means a written agreement, including documents listed in the schedules between the **client** and the **consultant**.

"Architect" means a person **registered** as a Professional Architect in terms of the Architectural Profession Act, Act no 44 of 2000, or the Professional Architect's practice constituted as a legal persona appointed to provide the architect's service for the **project**.

"Architectural professional" means a person **registered** in terms of the Architects Profession Act, Act no 44 of 2000.

"Architectural Practice" means a juristic person appointed to provide the architectural service for the project.

"Budget" means the anticipated cost of the **project** and/or **works**; provided that estimates, on which the budget is based, shall be deemed to be valid for a period not exceeding 3 months.

"Building contract" means the **JBCC** 'Principal Building Agreement' (PBA) or such other building agreement entered into between the **client** and the **contractor**.

"Client" means the party appointing the **architectural professional** (here: the Department) to perform the services or any part thereof referred to in this document and referred to as the 'employer' in the **JBCC** PBA, or other similar building contract.

"Consultant" means professional person(s) or entity/ entities appointed by the **client** to provide services with respect to the **project**.

"Construction documentation" means graphic representations, plans, sections, elevations, site plans, specifications, construction details, service co-ordination information, schedules and such other documentation, details and descriptions as are within the reasonable competence of an architect which are sufficient to indicate and specify the scope of the **works**.

"Contract" means an agreement entered into by the **client** with a **contractor** for the execution of the **works** or part thereof. It may also be referred to as "building contract".

"Contractor" means the entity or entities contracting with the **client** for the execution of the **works** or part thereof.

"Inspection" means such periodic visits to, or in connection with, the **works** by the **architectural professional** as are necessary to establish conformity of the work to the contract documentation and

quality in terms of the acceptable industry standards, and to provide on-site clarification and further information during the progress of the work. Inspect shall carry the same meaning.

"JBCC" means the Joint Building Contracts Committee suite of contract documentation, series 2000, code 2101 c July 2007 or subsequent editions thereof, and as amended from time to time.

"Practical completion" means the stage of completion where the **works** or a section thereof, as certified by the **principal agent**, is substantially complete, free of patent defects other than minor defects and can effectively be used for the purpose intended.

"Principal" means the proprietor, partner, director or member who bears the risks of practice and

takes full responsibility for the potential liabilities of practice.

"Principal agent" means the person appointed and authorised to fulfil the obligations of the principal agent in the agreed form of construction contract.

"Project" means the development for which the **architectural professional** and **consultants** are appointed and may not be limited to the **works**.

"Registered" means a person whose professional competence has been recognized by **SACAP**.

"SACAP" means South African Council for the Architectural Profession, the Statutory Council governing the Architectural Profession.

"Specialist" means an architectural professional highly skilled in a specific and restricted field.

"Works" means all work executed or intended to be executed according to the **building contract**.

28.2 INTERPRETATIONS

Any legislation referred to in this recommended fee scale shall be that which was applicable on the date of compilation of this document.

In this document, unless inconsistent with the context:

The word "deemed" shall be conclusive that something is fact, regardless of the objective truth.

a. In formal service agreements, unless inconsistent with the context, the words "advise", "appoint", "approve", "authorise", "certify", "consent", "decide", "delegate", "designate", "instruct", "issue", "notify", "object", "reply", "request", and "specify" shall indicated an act required to be carried out in writing.

b. The masculine gender includes the feminine and neuter genders and *vice versa*, the singular includes the plural and vice versa and persons shall include corporate bodies.

c. The headings of clauses are for references purposes only and shall not be taken into account in constructing the context thereof.

d. All monetary amounts exclude tax, which tax shall be added to any amounts, which become due and payable.

ANNEXURE B

public works
& infrastructure
Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

ANNEXURE B

SCOPE FOR APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP THE DURBAN CBD PRECINCT DEVELOPMENT PLAN AND SITE CLEARANCE ON ERVEN 11607 AND RE/11608, DURBAN (WCS 057036)

PLANNING AND PRECINCT DEVELOPMENT PROGRAMME

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1. PURPOSE

The purpose is for the Department of Public Works and Infrastructure (DPWI) to appoint a suitably qualified Professional Service Provider with a supporting multi-disciplinary team with experience in property development projects. Expertise is required in the planning and design of small, medium and large scale Precinct Development Plans towards cost-effective and sustainable integrated planning and development. The Service Provider will be required to inform the optimal use of Erven 11607 and Re/11608, Durban through the Durban CBD Precinct Development Plan and to manage the subsequent Site Clearance process.

2. BACKGROUND

The Government Immovable Asset Management Act, 2007 (GIAMA) aims to achieve efficient and effective management and development of state-owned immovable assets and ensure co-ordination for effective planning in the delivery of government assets.

This mandate includes the provision of accommodation solutions translating into optimised investment decisions where the Department aims to reduce its leasing portfolio as well as to optimise its asset portfolio to meet existing and future accommodation demands, and generate revenue for the State.

The provision of accommodation solutions to Government Departments requires an integrated planning approach with National, Provinces and Municipalities aligned to Spatial Planning and Land Use Management Act (SPLUMA) and municipal Integrated Development Plans (IDP's) and Spatial Development Frameworks (SDF's).

The provision of accommodation in the main to National Government Departments will require packaging of accommodation solutions as part of the Precinct Development Programme process that integrates space and operational accommodation requirements of multiple Users into a consolidated site to ensure efficient service delivery.

The PPD Programme draws its assertion from a number of policy and legislative frameworks including but not limited to the following:

The National Development Plan (NDP 2030)

For the DPWI through Property Management Trading Entity (PMTE) to contribute towards economic growth and increased infrastructure development to unlock development potential.

The National Spatial Development Framework (NSDF 2022) and the Spatial Planning and Land Use Management Act (SPLUMA 2013)

DPWI through PMTE to focus on strategic priority areas identified for economic infrastructure investment purposes.

DPWI to provide integrated and packaged accommodation solutions aligned to the provisions of the SPLUMA and municipal IDPs and SDFs.

DPWI Strategic Spatial Framework (SSF 2022)

The objectives of the DPWI Strategic Spatial Framework (SSF) are as follows:

- Spatial transformation through increased access to social services in urban and rural areas;
- Integrated development supporting spatial planning that aligns with infrastructure investment;
- Catalyst for revitalization and socio-economic stimulus in targeted areas; and
- Optimize the utilization of state-owned assets through sustainable development.

The framework guides investment decisions (accommodation for user departments) through targeted and integrated spatial planning that is aligned to the transformative national spatial agenda as alluded to in the National Government Outcomes of the country.

3. OBJECTIVES

The Precinct Development Programme requires a multi-disciplinary team of professionals and specialists in the built environment to deliver a packaged accommodation solution for the Durban CBD Precinct.

The main objectives are to (1) develop a Precinct Development Plan for the Durban CBD Precinct and to (2) conclude Site Clearance informed by the parameters of the Precinct Development Plan.

The appointed service provider will be guided by development principles that respond to national, provincial and local policies and spatial plans applicable to the identified properties.

Key informants to the development principles and objectives include the following:

- Strategic Location: The property is suitable and well located to support access to government and mixed use services.

- Technically Feasible: The proposed solution must be able to accommodate the user requirements and comply with built environment industry standards.
- Sustainable: Socially responsible, economically viable and environmentally sensitive approach.
- Cost Efficient: The Precinct Development Plan must, when implemented, optimise operations and reduce operational cost for both DPWI and its user departments, and private sector.
- Functionally Integrated: Transportation systems, engineering services and land uses must be integrated and coordinated internally and externally.
- Flexible: Phasing of Precinct Development Plan must be seamless and implementable without being perceived as incomplete.
- People Oriented: Focus should be on the needs of the public and staff.

The planning and design of the Precinct Development Plan and the subsequent Site Clearance process need to respond to an innovative approach to development that can transform spaces into a sustainable and potentially mixed use precinct for the purpose of revenue generation.

4. PROPERTY INFORMATION

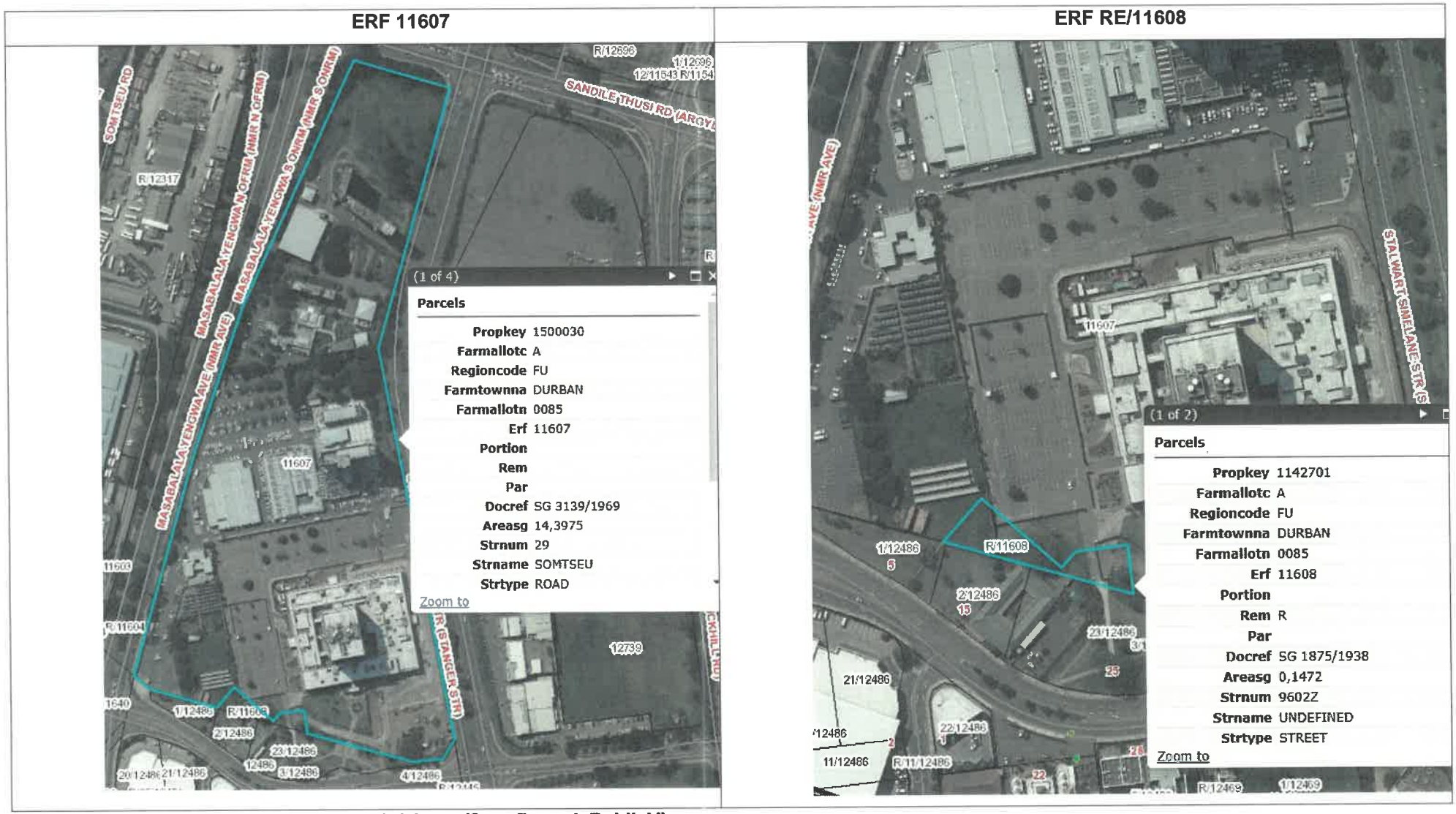
4.1. Property Description and Size

The legal description and size of the properties are as follows:

PROPERTY DESCRIPTION	SIZE
Erf 11607, Durban	14,3975ha
The Remainder of Erf 11608, Durban	0,1472ha
TOTAL	**14,5447ha**

The cadastral configuration of the properties are shown in **Figure 1**. Erf 11607, Durban is a large, 14,3975ha property and Erf Re/11068, Durban located to the south of Erf 11607 and measures only 0,1472ha in extent.

Figure 1: Configuration: Erven 11607 and Re/11608, Durban



Source: http://gis.durban.gov.za/cmv-cgis/viewer/?config=cgisPublicViewer

4.2. Ownership and Vesting

Ownership and vesting of the properties are as follows:

PROPERTY DESCRIPTION	DEED OF TRANSFER	OWNERSHIP	VESTING
Erf 11607, Durban	T7571/973	RSA	National
The Remainder of Erf 11608, Durban	T1683/1940	RSA	Vesting with National in process

4.3. On-Site Land Use and Existing Buildings and Intended Development

Figure 2 shows the current land use of the Site. The table below provides a breakdown of the demarcated areas of the Site, the current land use and the intended development to inform the Precinct Development Plan and subsequent Site Clearance process.

Hatching	Current Use	Intended Development
Green	Magistrate Court with vacant land surrounding the court	Infill development for DoJ&CD users
Pink	Durban Central Police Station (CR Swart Square)	No redevelopment. Only to be included as part of the survey of the Site, no other actions are required for this facility
Orange	Unutilised residential buildings (previously male and female accommodation and married quarters), gym and parking garage. Two low-rise buildings are occupied by the National Intervention Unit and the Tactical Response Unit.	All the buildings in this area will be considered for the following options: demolition/renovation and refurbishment/infill development
No hatching	Vacant land	New construction for (1) user departments that are located in leased accommodation and/or (2) mixed use typologies

A detailed land use analysis must be conducted as part of the Precinct Development Plan.

Figure 2: On-Site Land Use



Source: https://dpwigis.dpw.gov.za/portal/apps/dashboards/e6951474000c4555b471e5ef29e35a8e

5. PROJECT SCOPE

The Service Provider will be required to programme manage and deliver on the following outcomes:

COMPONENT	DESCRIPTION
One (1)	Project Inception
Two (2)	Location Analysis and Specialist Reports (to inform the Precinct Development Plan)
Three (3)	Precinct Development Plan and Specialist Studies (to inform Land Development Application) Including Cost Analysis
Four (4)	Site Clearance: Land Development Application(s) and other Statutory Processes
Five (5)	Project Close-Out

6. PROJECT DELIVERABLES

The project deliverables provide for (1) development of the Durban CBD Precinct Development Plan and also (2) Site Clearance which is typically the preparation, submission, management and approval of land development application/s and other statutory approvals.

The project deliverables as per the scope outlined above are as follows:

6.1 Component 1: Project Inception

Component 1 concludes with the Inception Report and Project Execution Plan (PEP) confirming the detailed methodology, project time frame and associated budget linked with project team members, their role and professional fee and time that will be allocated to each team member. The Inception Report is signed off by the service provider once the project manager Director: Planning and Precinct Development Metropolitan agrees to the content.

6.2 Component 2: Location Analysis and Specialist Reports

The Location Analysis Report provides a contextual status quo framework for the site and the area where it is located. It is seen as an integral part of the Precinct Development Plan. The aim of the Location Analysis Report or contextual framework is to describe the status quo concerning the study area which comprises the development site and areas surrounding the precinct. It develops, identifies and analyses key informants and

becomes the baseline for decision making on the design. Information that require analysis include smart city principles, 4-IR, climate change and other environmental issues, movement and access, current land use, land development parameters, internal and external engineering services capacity and location, urban form, land and open space analysis, etc.

The specials studies, reports and other deliverables that forms part of this component of the project will inform critical decision making and observations in the progressive steps towards the development of the Precinct Development Plan and subsequent parameters of the Site Clearance process.

The minimum contents of the Location Analysis Report include, but are not limited to, the following:

a) Legislative and policy context.

An analysis of legal and policy matters that impact the redevelopment of the Site towards implementation of the Precinct Development Plan.

b) Fitness for purpose: Confirmation of the identified user department profile and accommodation and operational needs.

Analysis of accommodation requirements of identified user departments. These include information provided by SAPS and the DoJ&CD as well as the Durban CBD lease portfolio that includes other user departments that may be considered. DPWI will share this information with the professional team.

c) Laser Scan Topographical Survey of the property: Engineering Surveyor

This involves the scope of work for the professional registered Engineering Surveyor. The intention of this work is to develop "as-is" laser scan drawings to support Building Information Modeling (BIM). Generating CAD drawings as part of the Precinct Development Plan stage, will inform the use of BIM during detailed design, implementation and the life-cycle management stages of the project.

A detailed site survey is required to generate CAD drawings and 3D point cloud. In this regard the Engineering Surveyor will be responsible for the following:

Detailed site survey to provide:

- A comprehensively detailed contour map of the existing site, also showing all relevant and necessary detail and data required of all existing facilities and services as well as cadastral information, which information will be required for the future design and accurate placing of proposed buildings.
- All natural and manmade features that may have an impact on the placing of the building.
- Contours to 0,25m vertical intervals on a scale of 1:500 and to 0,50m on a scale of 1:1000 with supplementary spot heights wherever the contours are unable to portray ground shapes faithfully. Frequent spot heights shall be given on features such as roads, where elevations may be necessary for engineering design. Tachometric spot heights will be taken on all changes of slope.
- Positions of survey stations and details of survey beacons used for the survey.
- Above ground and/or exposed water mains, sewers, storm water pipes, and other engineering services.
- Power and telephone lines, showing individual poles or pylons in their surveyed positions.
- Routes of underground pipe lines, cables and other buried services, which positions must be obtained from the local authority with support from the relevant professional engineer and from surface and sub-surface indications, e.g. manholes, cable markers, etc.
- Other information which must be detected and recorded are:
    - Confirmation of natural ground level.
    - Road levels.
    - Cuttings and banks (road).
    - Fences and property beacons.
    - Culvert dimension
    - Natural drainage and drainage improvements.
    - Structures affected by planning.
    - Existing access to adjoining properties.
    - Position of foundation test holes with reduced ground levels if available.
    - North direction pointer.
    - Any special features.
    - Road and footpaths, differentiating between blacktop and other surfaces.

- Structures, with details regarding the openings, sizes, structure number and type of construction where such a structure has a bearing on the site.
- Drainage and irrigation furrows.
- Gates and fences - differentiating between ordinary, stock proof, jackal proof, security fences, precast concrete, etc.
- Stone, brick or any other type of walls.
- Wells, boreholes, tunnels, railway lines.

❖ Additional deliverable include:

- All individual buildings identified for renovation and refurbishment. Develop "as-is", 2 dimensional drawings in CAD generated from a 3D point cloud towards development of building plans.
- A 3D point cloud at 1cm resolution and 2cm absolute accuracy (SABS 1200) of the individual buildings identified delivered with a 3D viewer capable of make measurements and picking up 3D coordinates.

d) Conveyancing Attorney

This involves the scope of work for the Conveyancing Attorney which amongst other include:

Develop a conveyancing certificate to confirm the following:

- who the registered owner of the properties are,
- the conditions of title or servitudes (if any) recorded in the Title Deeds,
- how these conditions of title or servitudes affect the proposed land development,
- The report must provide guidance and make recommendations towards enabling the Precinct Development Plan where restrictive conditions may hamper implementation of the planned development.

e) Cadastral Information, Surveying: Land Surveyor

This involves the scope of work for the professional Land Surveyor and include the following:

- A Land Surveyor Certificate including land audit report indicating whether and how the properties are affected by conditions of title or servitudes recorded in the Title Deed and on an approved general plan or small scale diagram.
- All cadastral and servitude information will be shown in the surveyed area, together with the names of owners and municipal boundaries, if applicable.
- Reference system shall be SA WG 84.
- A map in PDF format must also be included in the data provided.

f) Geotechnical Study: Civil Engineer: Geotechnical specialist / Geotechnical Specialist

This involves the scope of work described hereunder for the professional Civil Engineer with geotechnical experience or Geotechnical Specialist in Geological Science and include the following information:

i. Desktop Study

Topographical maps and aerial photographs should be consulted to gain information on the general topography and prominent features. Geological maps should be consulted to gain information on the basic geology and possible dolomite areas.

The Municipality and other organizations should be approached to establish whether they know about and/or have records available on investigations conducted in the area.

The study of overlapping aerial photographs through a stereoscope may be of value in identifying geological features such as faults, dykes, geological boundaries, dolomite, etc. as well as soil types and drainage patterns. These features are often not apparent in the field.

ii. Site Reconnaissance

A site reconnaissance should be undertaken in order to gain geotechnical information from visible features, establish the suitability of various geophysical testing methods and investigate accessibility for drilling equipment.

- Geophysical investigations

Wherever practicable, a geophysical investigation will be undertaken. This investigation will comprise a seismic/resistivity/gravimetric/electromagnetic evaluation of the subsurface conditions of sufficient extent and depth in order to assist in the determination and selection of the most economic detailed investigation, aimed at foundation solutions/types. The service provider shall report on this aspect in his assessment report.

- Detailed investigations – Exploratory holes (typically by back actor)

The purpose of exploratory holes is to permit visual examination, testing of the in-situ material and for the recovery of samples.

Hand or machine (back actor) excavated test pits should suffice for this section. Adequate direction and supervision of the work by competent staff with appropriate knowledge and experience as well as the authority to decide on variations to the investigation when required, is essential in order to obtain the greatest benefit from the investigation.

- Logging and profiling

This work shall be carried out in accordance with the following:

A guide to soil profiling for civil engineering purposes, as Produced by the South African Institute for Engineering and Environmental Geologists (SAIEG), South African Institute of Civil Engineers (SAICE) Geotechnical Division and Association of Engineering Geologists (AEG) (1993), edited by ABA Brink and RM Bruin.

- Format of report

The geotechnical report shall provide clear guidance to the engineer, enabling him to select the most appropriate solutions and foundation types. The report should quantify the parameters required for the design of the proposed foundation and embankments. The report, together with the inspection of the site, will provide the future contractor with sufficient information to reasonably anticipate any problems that may occur during the execution of the works. This will enable the future contractor to tender a realistic price for the construction of the work and to select the most appropriate equipment and techniques. The report shall be compiled under the following headings and shall include - but not be limited to the following, as relevant:

1. Introduction

- Terms of reference;
- Description of the planning stage, and the purpose for which the investigation was conducted.

2. Description of the site

- Location of the site;
- Accessibility of the site;
- Traffic ability of the site for construction equipment;
- Listing of sources where data is available or was obtained from;
- Description of regional geology, vegetation, drainage and other general features of importance.

3. Investigations Carried Out

- Name(s) of firm(s) responsible for the field work (consultant, contractor);
- Name(s) of person(s) responsible for the interpretation of the geophysical work and for the profiling;
- Dates when the work was conducted;
- Description of the types of field work undertaken and equipment used.

4. Investigation Results

- Description of the soils encountered - identifying their stability or potential problems they may present, e.g. tendency to heave, collapse, settle, etc.;
- Description of hard rock geology - identifying the type, quality, degree of weathering, fracturing, etc.;
- Description when potential for boulders and/or other obstructions to deep seated foundations;
- Description of the problems experienced or to be expected;
- Description of ground water and expected variations;
- Field and laboratory testing carried out i.e.:
- Types of tests conducted on the respective materials;
- Results obtained and their reliability.

5. Recommendations

- Type of foundation best suited;
- Expected bearing capacity and settlement for the respective materials on which founding could be considered;
- Precautionary measures;

- ❖ Construction sequences.

6. References
   - ❖ Listing of standards used for the classification of materials in respect of soil condition and rock hardness.

7. Annexure
   - ❖ Locality plan to appropriate scale;
   - ❖ Laboratory test results;
   - ❖ Drawings to scale showing the location - including levels of all positions investigated physical features of the site and setting out points.

g) Confirmation and execution of required environmental authorisation and required specialist studies: Environmental Assessment Practitioner

This involves the scope of work for the Environmental Assessment Practitioner (EAP), which amongst others includes:

- Environmental Authorisation in terms of the National Environmental Management Act, 2004 (Act 8 of 2004) ("NEMA") provided that the development is a "listed activity" in terms of the National Environmental Management Amendment Act, 2004 (Act 8 of 2004) (NEMA).
- If the proposed development and envisaged land use rights does not require environmental authorisation from the Department of Forestry, Fisheries and the Environment, submit proof that such authorisation is not required. An updated PEP will be developed for sign off.
- Should the DFFE require submission of an application for environmental authorisation for consideration, such process must be initiated during this stage of the project.
- If required, a Heritage Impact Assessment must be concluded, managed and approval obtained if any structures or building(s) on the property are to be conserved in terms of the National Heritage Resource Act, Act 25 of 1999.
- If required, other specialist studies must be concluded towards issuing of environmental authorisation.

h) Market Study: Urban Economist/Market Analyst

A Market Study is required during this phase of the project with the aim to identify an appropriate development strategy given the market context. Also, the intention is to ensure an integrated and sustainable outcome in terms of its future use which is in line with the mandate of the Department of Public Works and Infrastructure (DPWI) in terms of the Government Immovable Asset Management Act, 2007 (GIAMA). DPWI Feasibility Studies were concluded and the recommendations will be shared with the service provider. The objectives of the study should consider:

- Determine and recommend the options for the highest and most efficient utilisation of the properties;
- Realise the best value for money considering financial, non-financial (e.g. environmental, heritage and cultural benefits) and socio-economic benefits;
- Improve the utilisation of state owned properties and minimise the demand for new properties;
- Maximise the returns and optimise property use;
- Support the vision and strategic goals of the Property Management and Trading Entity (PMTE) within the Department of Public Works and Infrastructure (DPWI);
- Ensure that the option best fits the criteria and goals of the Chief Directorate: Planning and Precinct Development (PPD).

i) Location and site analysis: Town Planner

Analysis of all internal and external town planning aspects that impact the Site.

j) Location and site analysis: Civil Engineer (traffic specialist)

Analysis of all internal and external transportation aspects that impact the Site.

k) Location and site analysis: Civil Engineer (sewer, water, stormwater)

Analysis of all internal and external civil engineering (water, sewer and stormwater) aspects that impact the Site.

l) Structural Analysis: Civil Engineer (structural)

Aspects that must be considered are:

- Conduct condition assessment of identified buildings that are utilised for residential accommodation, the parking garage and current office accommodation on the Site in light of renovation and refurbishment for offices in line with the options identified in the Market Analysis.

- Consider the laser scan "as-is" CAD drawings generated by the Engineering Surveyor of identified buildings as part of the condition assessment.
- Structural Engineering Report to outline findings, impact/risk and recommendations regarding the defects and potential opportunities for redevelopment identified during the condition assessment.

m) Location and site analysis: Electrical Engineer

Analysis of all internal and external electrical aspects that impact the Site.

n) Location and site analysis: Landscape Architect

Analysis of all internal and external landscape aspects that impact the Site.

o) Location and site analysis: Architect including the following:

- Apply detailed site survey and CAD drawings generated by the Engineering Surveyor and Land Surveyor and 3D point cloud of the Site in support of analysis.
- Review specialist reports to determine renovation and refurbishment opportunity/risks.

6.3 Component 3: Precinct Development Plan and Specialist Studies (Land Development Application) Including Cost Analysis

This component includes the development of the Precinct Development Plan, Specialist Studies in support of the relevant land development application(s) as well as the Cost Analysis towards implementation and management of the precinct.

The purpose of the Precinct Development Plan and Report is to guide implementation of the project, which may be developed or phased over time. It demonstrates the urban design vision for the development. Building Information Modeling (BIM) will form part of the implementation (design and construction) of the project. The laser-scan CAD drawings generated by the Surveying Engineer will support BIM.

The multi-disciplinary team of specialists must develop detailed studies in support of the envisaged land use rights for implementation of the Precinct Development Plan. This relates to the external and internal environment of the identified properties.

The Cost Analysis must consider financial models for implementation and funding of the proposed development in line with National Treasury regulations. Construction of the precinct may include Public Private Partnerships (PPPs), Build Operate and Transfer (BOT) and Refurbish, Operate and Transfer (ROT) that require both the state and private

sector funding. The optimal model for implementation and management must be recommended.

The following information informs the Precinct Development Plan and Report and specialist studies in support of the land development application(s):

6.3.1 Urban Design Framework

The Urban Design Framework is the urban vision or three-dimensional concept with input from the team of specialists and the urban design guidelines. A preliminary Precinct Concept was created for the project by DPWI Architectural Services to test the potential for development. This Precinct Concept must be considered and refined based on the options identified in the Market Analysis. The Urban Design Framework requires input from the following:

a) Spatial and Land Use Framework
b) High Level Volumetric Concept
c) Structural Validation
d) Access and Circulation Framework
e) Public Space and Landscaping Framework
f) Engineering Infrastructure and Services Framework
    - Water Supply
    - Wastewater Disposal
    - Solid Waste Disposal
    - Surface Water Management
    - Electricity Supply

a) Spatial and Land Use Framework

The spatial and land use strategy for the precinct is to promote the development of a highly accessible, well-structured, facility, supported by a high-quality public realm and NMT network and responsive built form. The development will form an integral part of the reception area, capitalising on the opportunities generated by the infrastructure in the area.

The precinct will provide accommodation for national user departments and must include accommodation and support facilities associated with the space and

operational requirements of these departments. If a mix of land uses are found to support optimal use of the property, other potential tenants should be considered.

The precinct must consider access to public transport, parking, high levels of accessibility to the precinct and strong linkages to the surrounding urban fabric while striking a balance with public safety. All within the available land-use budget of the optimal zoning.

New building/s will be constructed to accommodate the identified user departments' accommodation needs on the vacant land area and will have a high-quality architectural design that reflects the branding of national government. The design of buildings for alternative uses should also be based on similar principles.

This facility will be designed in a flexible building format that can be adapted to other uses in the future and to accommodate improved service delivery objectives.

It is critical, due to the nature of the services that will be provided, to ensure maximum visibility and exposure and to create a high-quality building edge along the street.

Key public realm interventions will include:

- The development of high-quality access to the building from the adjacent streets.
- The development of a high-quality landscaped environment with the adjoining environment.
- The retention and enhancement of important green corridors and natural drainage systems and their utilisation as important structuring elements and visual, infrastructural and recreational amenities.

b) High Level Volumetric Concept

The volumetric concept translates the space and operational needs of the user departments and other potential uses into three-dimensional form to enable assessment of needs in relation to the optimal zoning and associated land development controls. The volumetric concept will inform other aspects of the development i.e. engineering services, facilities management, accessibility, landscaping, etc.

A three dimensional animated flythrough visual representation of the concept design simulating a bird's eye view or aerial perspective of the precinct must be generated. A marketing brochure must be developed in digital and printed format to inform the Precinct Investment Plan/Strategy. The information will be also be utilised in presentations.

c) Structural Validation: Civil Engineer (structural)

Aspects that must be considered by a Professional Engineer (structural) are:

- Validation of high level concept design.
- Contribute to building quality in construction by incorporating national and international quality standards in material specifications and construction processes.
- Confirm optimisation of project cost.
- Confirm efficient delivery of design.

d) Access and Circulation Framework: Civil Engineer (Traffic Specialist)

The transport strategy to the precinct is focused around the improvement of access to the precinct through encouraging the use of public transport (PT) and the integration between all transport modes, thus resulting in limited road infrastructure upgrading requirements. Different modes of transport is aimed at ensuring optimal access to the development by ensuring effective and efficient movement of visitors and staff.

The proposed strategy for the precinct must consider the PT options that are available and must integrate with Municipal strategies which will complement each other in the long term.

The Transport Strategy further supports a shift from private vehicles to PT vehicles which will result in a reduction in parking requirements. The integration with land use planning and supporting proposed TOD will further be supported by the PT shift. However, input from the Municipality towards supporting the aim of the development is critical to ensure success of the intention to concentrate more on

PT and less on vehicular transport. With guidance from the Municipality, taxi operators must also be consulted.

The effective circulation and improvement of pedestrian traffic flow will also limit the need for road network upgrading.

The facilities should allow for pedestrianised movement within the precinct and allow for access to and from intermodal transfer facilities as part of supporting TOD. The development concept will mitigate vehicular movement within the precinct.

Increased PT accessibility to and from the precinct will support the intended reduced travel time and travel cost for lower income members of the public wanting to use the facilities.

The following aspects (where applicable) are crucial to the implementation of the transport strategy:

- PT focus and access to BRT and rail services to reduce the emphasis on road upgrades and parking provision.
- Need for road access for staff, delivery vehicles.
- BRT (high quality bus service) from the site with access to bus stations.
- NMT and walkability especially between the multi-modal transport areas. These must be clearly defined and supported by signage approved by the Municipality.
- Limited need for public parking.

The main transport related proposals as follows:

- Introduction of PT drop-of and pick-up off-site with potential time limitation to be regulated
- Introduction of left in-left out/ one way systems where applicable
- Staff and delivery vehicle access.

Road and Street Network and Parking:

- Location and type of access.
- Treatment of the road reserve / lane configuration requirements to enable efficient access.
- Access requirements to provide efficient access to buildings.

- Parking requirements for visitors, staff and loading/deliveries to the building.
- Any other transport issues that will shape the precinct plan.

In support of the land development application process:

This require development of a report to include:

- Undertake traffic impact assessment and develop a traffic impact assessment report
- Provide traffic projections for the proposed development in relation to vehicles in all categories, cycling, motorbikes and pedestrians to name a few.
- Develop a costing model of alternative access options and recommend a feasible option supported by a comprehensive, detailed motivation which should include schematic drawings to information the Precinct Development Plan.
- Consultation with all other professional experts involved in this project is a requirement to ensure an integrated approach.
- Provide inputs on Precinct Development Plan for the development.
- Provide recommendations for traffic routes and management in the proposed development.
- Attain comments on proposed traffic measures from relevant departments and institutions responsible for transportation matters.
- Respond to all traffic related matters in all processes of the development.
- Consider the need to upgrade road network to accommodate the additional land use rights associated with the planned development.
- Take into account the existing and planned public transport network and pedestrianisation of the area.

e) Public Space and Landscaping Framework

The overall strategy for landscaping is to be defined taking consideration of the following aspects:

- The precinct will need to have an overall brand.
- Seek to establish a sense of arrival.
- Establish the main access into the site from surrounding area.

- Sustainable drainage system in collaboration with civil engineer. Rainwater harvesting for irrigation of planted areas is also strongly recommended to be incorporated into the design of new buildings and infrastructure.
- The use of locally indigenous plant species, in particular succulent and geophyte species that will obviate the need for intensive water use (irrigation).
- Grassy lawns should be avoided in the development as these require much greater water use for irrigation.

A Landscape Framework Plan must be developed.

f) Engineering Infrastructure and Services Framework: Civil Engineer

Sustainable Infrastructure

The development of the precinct will need to be serviced by sustainable infrastructure that supports and enhances the future development. Proposed infrastructure strategies include:

- Water re-uses from grey water/ rainwater harvesting.
- Managing of surface water drainage systems holistically in line with sustainable development.
- Storm water storage will assist with retention and attenuation of stormwater runoff and for irrigation to landscaped areas.
- Solar systems for energy generation.
- Waste separation area for all materials that can be recovered to promote recycling.

Water Supply

Aspects that must be considered are:

- Water demand projections including fire protection.
- Consideration of on-site storage options and required capacity to operate partially or fully independently for 24 hours. Facility that will be required to be considered.
- Landscaping requirements (in consultation with landscape architect).
- High level reticulation requirements for development (to support Cost Report) in relation to optimal position of connection point.
- Input into Precinct Development Plan

Wastewater Disposal

Aspects that must be considered are:

- High level wastewater reticulation requirements (to support Cost Report) in relation to optimal position of connection point.
- Input into Precinct Development Plan

Solid Waste Disposal

Over and above the removal of solid waste by the municipality, recycling must also be considered in support of environmental sustainability and possible income generation. The location and management of such a facility must be included as part of this project.

Surface Water Management

Aspects that must be considered are:

- City of eThekwini policy requirements
- Green stormwater infrastructure to reduce stormwater runoff volumes and peak flows by through retention.
- Drainage system for development (to support Cost Report) in consultation with landscape architect.
- Stormwater Plan for incorporation into Precinct Development Plan

In support of the land development application process:

This require development of a report to include:

- Provisional status quo (existing) condition assessment of infrastructure services for water, sewerage, storm water and roads.
- Preliminary calculations for the total wet services infrastructure requirements for the proposed development, with particular reference to water demand (including fire water demand), sewerage collection/discharge and storm water collection/disposal (incl. retention pond requirements, if applicable).
- Providing particular recommendations on the provision of civil engineering services to the development.
- Preliminary detailed cost calculation/s, for the total development, required for the provision of planned on-site wet services infrastructure to inform the Precinct Development Plan.

- Obtain formal confirmation from the relevant municipality about its ability to develop and deliver bulk civil engineering infrastructure services, complete with estimated bulk services contribution costs and timelines for the provision of services.
- Confirmation of 1:100 year flood-line (mapped) if applicable.
- Preparation of a civil engineering report detailing the aforementioned requirements and submission thereof to the municipality for consideration.
- Facilitation, if necessary, of the development and signing of Service Level Agreement (SLA) with the municipality in relation to all Civil Engineering Services required.

g) Engineering Infrastructure and Services Framework: Electricity Supply

Aspects that must be considered:

- Electricity demand projections.
- High-level reticulation requirements for development (to support Cost Report) in relation to optimal position of connection point.
- Alternative/renewable energy supply options to relieve the Municipality/Eskom supply.
- Input into Precinct Development Plan

In support of the land development application process:

This require development of a report to include:

- Assessment of reports prepared by sub-consultants.
- Investigation of existing infrastructure services for electricity.
- Preliminary calculations of the projected capacity demand for electricity in relation to the proposed development.
- Providing particular recommendations on the provision of electricity to the development.
- Preliminary detailed cost calculation/s, for the total scheme development requirements, for the provision of the required electrical infrastructure to inform the Precinct Development Plan.
- Obtain formal confirmation from the relevant municipality about its ability to develop and deliver electrical engineering infrastructure services, complete

with estimated bulk services contribution costs and timelines for the provision of electricity.

- Preparation and submission of electrical engineering report detailing the aforementioned requirements.
- Facilitation, if necessary, of the development and signing of Service Level Agreement (SLA) with the municipality in relation to Electrical Engineering Service.
- Attend all project meetings as and when required.

6.3.2 Facilities Management & Operations Model for the Precinct

Total Facilities Management (TFM) (also called 'one-stop-shop') is the management of building and its services and is developed by the Property Management Specialist in Facilities Management. This encompasses multiple disciplines to ensure functionality of the built environment by integrating people, place, process and technology. It relates to technical or hard services as well as soft services.

The facilities management model for the precinct must be considered based on the option to outsource the service.

This aspect is critical, as it impacts on the life-cycle costing and therefore on the payment of user charges/unitary payments by the identified user departments.

6.3.3 Urban Design Guidelines

The development on the identified property will contribute to the ultimate quality and performance of the precinct for all its identified User Departments, potential mixed-use tenants and visitors.

Urban design guidelines are essential to ensure that the development will add value to quality and experience of the precinct public environment. Having an architectural character with guidelines will enable the Department to control execution of the vision at the implementation stage.

The development contribution will improve the value, attractiveness and performance of the existing urban fabric in the precinct. The urban design guidelines for the development will form the baseline for future phases. The guidelines supplement other regulatory town

planning, engineering, building and development control standards and building-codes that will be used to control development in the precinct.

The purpose of the guidelines include the following:

- An assessment tool to assist the Department in achieving the development vision and create an identity and enhance the prestige of the precinct.
- Guidance for the Department and user departments.
- To assist in integration and contribution of the various components of the precinct, that will be made by the future buildings in the precinct, to grow into a cohesive and integrated complete precinct.
- To establish and protect the value of public and private investment in the area through effective, practical and meaningful development and building quality control.
- To provide Green Building guidelines for an environmentally sustainable design which are to be linked to current best practice systems.

Essential principles which underpin the guidelines are as follows:

- Provide guidelines that enable the creativity and innovation of individual developer teams to add value to the precinct.
- Ensure that the building is designed to respond positively to, and contribute to, the public domain (streets and spaces) within which it is situated.
- Ensure that the building plays its part in creating a legible, identifiable and memorable urban environment through a cohesive architectural branding uniquely South African in character.
- Support the development of mixed use and flexible building typologies that can contribute to urban diversity and environmental sustainability as well as socio-economic responsibility.
- Prioritise pedestrian comfort and convenience and ensure that the built form supports and provides for intended high levels of accessibility, comfort, convenience and safety for people during all phases of the precinct development.
- Ensure easy identifiable accessibility to buildings from public spaces and creating space which improves the micro-climate around buildings for occupants and visitors.
- The construction of new buildings and new infrastructure are required to be environmentally responsible and embrace "green building" and "green infrastructure" best practice principles from the outset.

- ❖ Determine building footprint, defining street edge, etc.
- ❖ Consider parking calculations (including parking solution for commercial developments)

Important requirements to consider:

Sustainable Green Buildings and Infrastructure

Sustainability-centred approaches that promote the development of energy efficient, sustainable and low impact buildings and infrastructure, such as Sustainable Drainage Systems (SuDS), rainwater harvesting, indigenous landscaping, solar panels, etc.

Architecture and Built Form

Key informants drive the architectural character branding concepts proposed below.

- Respond to the South African development context which reflects and conveys progress, leading edge and global standards.
- Functionality.
- Value for money.

Architectural concepts and styles which portray elements of these imperatives are proposed. The type of buildings which are likely to be established in the precinct, illustrate critical elements relating to local climate, cultural patterns and forms, materials and colours which are practical and which need to be explored to resonate with, and have meaning in, the South African and Regional context.

Building Typology

The shape, configuration, massing and height of the building/s is a critical consideration for both functionality and branding of the precinct and should be used to eventually create a collective built form for the precinct which contributes to the imageability and legibility of the development. The quality of the structure/s is a key principle that needs to be applied to the building typology and its intended function as an administrative and social service hub or mixed use development.

The building must support the operational requirements of the identified user departments. The use of each floor should be considered in relation to the operational requirements. Input from the Department: Architectural Services will

be required to provide guidance on the approved norms and the interpretation thereof. These norms are developed for each user department in terms of the Space Planning Norms and Standards for Office Accommodation Use by Organs of State, 2005.

The ground floor of the building should accommodate the mix of uses associated with the service function of the user departments, security, access to the building for different users, weather extremities, etc. The building must provide for a dignified experience for both user departments, visitors and potential mixed-use tenants.

Application of Building Principles

The following are typical high-level applications of the principles described in the previous sections for a Concept for the Precinct:

- Multi-storey building with ground floor security, waiting facilities
- Vehicular access with pick-up and drop-off facilities for public transport
- On-site delivery access and parking provision
- Potential and suitability of basement level for parking and PT access
- Structured parking provision
- Colour
- Material
- Glazing
- Building Modulation
- Roofs

Depending on the outcome of the Market Study informing the highest-and-best use of the identified site, precinct typologies may vary. These could include the following:

- Government precinct for national government departments: security cluster, social cluster, administrative cluster, etc.
- Integrated government precinct: national, provincial and municipal.
- Mixed-use: government and commercial/retail/residential.
- Other.

Renovation and Refurbishment of Existing Buildings and/or New Construction

Renovation and refurbishment of existing buildings are aspects to consider as part of the Precinct Development Plan. The residential buildings that are located on the site will be converted to office accommodation for SAPS. The buildings are no longer used and the Department wishes to renovate the facilities to be used as new offices for SAPS. Due to the condition of buildings, significant renovation will be required. New construction must also be considered.

The following tasks must be completed:

- Consider the client profile (accommodation requirements) to understand the space and operational needs.
- Understanding the requirements of identified users and to develop high level guidelines.
- Based on the accommodation needs and existing features of the Site prepare a high level Renovation and Refurbishment and/or new construction Proposal.
- Review existing building plans, if available.
- Advise on statutory requirements towards implementation of renovation and refurbishment and new construction.

6.3.4 Cost Analysis

a) High Level Development Cost

In order to generate the high level development cost (Quantity Surveyor).

In making cost estimates for the development concept for the precinct, consider the following:

- New construction/renovation and refurbishment of the buildings and all associated on-site infrastructure including landscaping.
- Internal engineering services as well as development charges (bulk engineering services contributions).
- Exterior spaces and costs for perimeter fencing if required.
- Facilities management for the life-cycle of the development.

- Utilise BIM software during design, construction and life-cycle.
- Upgrade external public infrastructure must be separated to inform an SLA with the local municipality.
- Other.

b) Life Cycle Costing

Life cycle costing (LCC) is a method of economic analysis directed at all costs related to constructing, operating, and maintaining a construction project over a defined period of time. In the traditional approach to real estate investment, this can be thought of as the different components of a Net Present Value (NPV) analysis. Life cycle cost analysis is a projection of initial and ongoing costs of ownership, or leasing, and operations for a facility or site over its useful life.

In order to gain the maximum value for money, all costs incurred over the whole life span must be estimated. The optimization of the life cycle costs of a construction project is essential for a complex decision making process by the DPWI and user departments identified to locate within the precinct building/s.

The intended building/s, as the productive outcome of the construction project, is characterized by a long lifespan with operating costs much higher than the initial construction/development cost. This is the reason why all decisions connected with a construction project have a long-term and significant impact. The analysis of the project should not focus simply on the construction costs, but also on how matters such as the building design, facilities and fittings affect future operation and maintenance costs.

Life cycle costs (LCC) in general consist of an initial investment (usually construction costs) and the follow-on costs (ordinary payments, i.e. energy, utilities, cleaning and maintenance, irregular costs for replacement, etc.).

Life cycle costing is one form of analysis for determining whether a project meets the client´s performance requirements. The LCC methodology can be utilised to assess the tenders for the implementation of the project, where those tenders differ not only in their tender price but also in their operational and maintenance costs. The LCC approach may lead to a different result when evaluating tenders

than when the construction tender price is the only criterion taken into consideration.

The use of an LCC methodology can save money by both providing better forecasting and optimising future costs.

The following minimum information must be included as part of the life-cycle costing:

- Current accommodation of identified user departments (leased and state owned)
- Municipal valuation of identified property/s
- Construction cost and time estimate
- Project Location, Gross m², Lettable m², expected occupation date
- Financial Assumptions:
    - Annual escalation(s)
    - Interest/discount rates / cost of capital
    - Repayment period
- Annual Operating Cost
    - Utilities
    - Maintenance
    - Periodic refurbishments/replacements
    - Rates and taxes
    - Insurance
    - Other property management costs
- Residual value

c) Proportionate User Charges for Identified User Departments

The implementation of the project and the associated life cycle costing affects the need to spend public funds efficiently.

The identified user departments must be informed of the optimal financial model for implementation, i.e. whether the project be a capital project or a Public Private Partnership, Build Operate and Transfer (BOT) or Refurbish Operate and Transfer (ROT) and how that impacts on their budget.

The solution must advise the expected capital outflow by the users if the project is recommended as a capital project. The ongoing annual payment, which is after the construction, must be indicated for each development option; that is, the unitary payment in the case of a PPP, BOT, ROT and operational costs (user charges) in the case of a capital project.

6.3.5 Social Facilitation

The Department of Public Works and Infrastructure established that infrastructure delivery was in many instance misaligned to the needs and priorities of communities, often resulting in rejection, vandalism and protest action. This rejection often comes with financial implications, trust deficits and generally, stagnating communities which in itself have serious socio-economic ramifications. One of the identified root causes is as a result of disjointed and sporadic stakeholder engagement and fragmented processes. The aim is to inculcate a truly community-oriented culture where community members are viewed as partners throughout the infrastructure lifecycle.

This project is in the conceptualisation stage which precedes the design and infrastructure stages. The social facilitation process at this stage of the project will therefore be limited to the following:

- Stakeholder Profiling and Analysis Report:
  - Stakeholder profiling and mapping
  - Identify entry point and leaders (ward councillor)
  - Gather community intelligence
  - To identify and prioritise community needs
  - Seek community co creation
  - To involve stakeholder in the problem analysis and decision-making on the possible solutions.
- Community Engagement Plan:
  - To solicit stakeholders' buy-in to the proposed project.
  - To build relationship with the stakeholders
  - To ensure that stakeholders are part of the planning and decision making process that shape key elements of the project.
  - To ensure that there is shared understanding of the programme goals and outcomes between all stakeholders.
  - Establish Project Steering Committee

The social facilitation process as stated above will be concluded at the end of this tender. This stage of the social facilitation process however, will form the baseline for continuation during the design and construction stages.

6.4 Component 4: Site Clearance: Land Development Application and other Statutory Processes

This deliverable involves the submission, management and conclusion of the required land development application process(es) as well as other statutory processes that may be necessary towards implementation of the Precinct Development Plan:

6.4.1 Town Planner

This involves the scope of work for the professional Town Planner which amongst others include: description, explanation, preparation and management of the appropriate land development application(s) with intended land use rights aligned to the supporting documents by specialist sub-consultants.

Other requirements as part of the process:

- Prepare all land development application documentation in line with the Precinct Development Plan and specialist studies as per the relevant municipal By-law and LUMS.
- The Precinct Development Plan will inform the Site Development Plan that will accompany the land development application(s).
- Submit to DPWI project manager for comments.
- Consider all previous studies and documentation relating to the property.
- Submission of land development application(s).
- Facilitate public participation.
- Address comments received, respond to objections if received and attend to all matters related to objections.
- Obtain comments from internal Municipal departments and external institutions where applicable.
- Address and respond to comments received.
- Provide timeous input as required by the Municipality in terms of the by-law.

- Attainment of approval for application(s) from Municipal Planning Tribunal (MPT).
- Obtain expert input from specialists to inform MPT submission
- Assist with process to enter into SLA's with Municipality if required.
- Facilitate all processes necessary for the delivery of the land development application process.

6.4.2 Land Surveyor

Where required - attend to survey, drafting of subdivision/consolidation diagram and approval (Surveyor General) of subdivision/consolidation in support of registration of the subdivision/consolidation of the properties supporting the task of the Town Planner and Conveyancing Attorney.

6.4.3 Environmental Assessment Practitioner

During this stage of the project, the EAP will conclude the environmental authorisation process in line with NEMA (if required).

6.4.4 Architect and Engineering Professionals

This involves the Architect and Engineering Professionals (civil, electrical, traffic, geotechnical) and the support required as part of the land development application process and will include:

- Supporting capacity throughout land development application process when input is required regarding Precinct Development Plan (Site Development Plan) and engineering services reports.
- Engage municipal departments regarding the SDP and engineering reports to obtain and address comments.
- Support development and conclusion of Service Level Agreement process relating to calculation of engineering services charges.

6.4.5 Conveyancing Attorney

Facilitate removal of restrictive conditions/registration of consolidation and/or subdivision (if required). Provide support to the State Attorney in consultation with the relevant DPWI Regional Office.

6.5 Component 5: Project Close-Out

Fulfil and complete the project close-out including necessary documentation to facilitate effective implementation of the precinct.

7 SKILLS REQUIRED

The Service Provider and the supporting multi-disciplinary built-environment team must possess the relevant skills and experience to undertake the project assignment, which, depending on the project, may include the following additional resources:

a) Professional Architect (SACAP)
b) Professional Civil Engineer (sewer, water, stormwater) (ECSA)
c) Professional Civil Engineer (structural) (ECSA)
d) Professional Land Surveyor (SAGC)
e) Professional Engineering Surveyor (SAGC)
f) Professional Civil Engineer (geotechnical specialist) (ECSA) / Geotechnical Specialist (SACNASP)
g) Professional Electrical Engineer (ECSA)
h) Professional Civil Engineer (traffic specialist) (ECSA)
i) Professional Town Planner (SACPLAN)
j) Professional Landscape Architect (SACLAP)
k) Professional Quantity Surveyor (SACQSP)
l) Conveyancing Attorney (LPC)
m) Environmental Assessment Practitioner (EAPASA)
n) Property Management Specialist in Facilities Management
o) Urban Economist/Market Analyst
p) Community Development-/Change Management-/Public Relations-/Social Science-/Development Studies Specialist in Social Facilitation.

8 DOCUMENTATION

The service provider must refer to and comply with the following departmental documentation. Should the information contained in Annexure B (Scope) however require more comprehensive services, Annexure B (Scope) will be deemed the base document:

- All documentation referred to in the tender document.
- Annexure A: 2023 NDPWI - Scope of Architectural Services and Tariff of Fees.
- Annexure B: Scope of Work
- Annexure C: National Department of Public Works. Civil and Structural Engineering Services, Guidelines for Site Clearance Requirements, August 2019.

9 FUNCTIONALITY CRITERIA

Table 1: Functionality Criteria

A.	Functionality Criteria	Weight (%)
1.	EXPERIENCE OF COMPANY. Attach valid reference letters or completion letters (not letters of appointment) not older than 10 years, to substantiate project experience in urban design of the company. 7 or more Projects = 5 Points 6 Projects = 4 Points 5 Projects = 3 Points 4 Projects = 2 Points 3 Projects = 1 Point 0, 1 or 2 projects = 0 Points	**30**
2.	EXPERIENCE OF LEAD PROFESSIONAL ARCHITECT. A lead Professional Architect (with urban design experience) registered with the South African Council for the Architectural Profession (SACAP). 1. Lead Prof. Architect with 10 years or more experience post registration = 5 Points 2. Lead Prof. Architect with 9 years' post registration experience = 4 points 3. Lead Prof. Architect with 8 years' post registration experience = 3 points 4. Lead Prof. Architect with 7 years' post registration experience = 2 points 4. Lead Prof. Architect with 6 years' post registration experience - 1 point 5. Lead Prof. Architect with less than 6 years' experience post registration - 0 points	**30**
3.	SUPPORTING PROJECT TEAM EXPERIENCE: Years of experience of the following additional required resources. a) Professional Civil Engineer (sewer, water, stormwater) (ECSA) b) Professional Civil Engineer (structural) (ECSA) c) Professional Land Surveyor (SAGC) d) Professional Engineering Surveyor (SAGC) e) Professional Civil Engineer (geotechnical specialist) (ECSA) / Geotechnical Specialist (SACNASP)	**30**

A.	Functionality Criteria	Weight (%)
	f) Professional Electrical Engineer (ECSA) g) Professional Civil Engineer (traffic specialist) (ECSA) h) Professional Town Planner (SACPLAN) i) Professional Landscape Architect (SACLAP) j) Professional Quantity Surveyor (SACQSP) k) Conveyancing Attorney (LPC) l) Environmental Assessment Practitioner (EAPASA) 1. 4 or more of the 12 professionals with more than 3 years' experience post registration = 5 points 2. 1 - 3 of the 12 professionals with more than 3 years' experience post registration = 4 points 3. All of the 12 professionals with 3 years' experience post registration = 3 points 4. All of the 12 professionals with 0, 1, or 2 years' experience post registration = 0 points	
4.	FINANCIAL CREDIBILITY: Service provider should provide a letter from a banking institution which is not older than 3 months not a bank statement, letter of good standing or proof of bank account. 1. Bank Rating of 'A' 5 Points 2. Bank Rating of 'B' 4 Points 3. Bank Rating of 'C' 3 Points 4. Bank Rating of 'D' 2 Points 5. Bank Rating of 'E' 1 Point 6. No Bank Rating Letter 0 Points In case of a joint venture, each entity to submit its own Bank Rating Letter. The Bank Rating Letter with the highest rating will be considered when awarding point(s)	**10**
	Total Weight	**100**

10 CRITICAL MILESTONES

The information provides a guideline for preparation of the Project Execution Plan as part of the Inception Report with millstones, responsible professional and associated cost. The Inception Report is submitted to and approved by the Director: Planning and Precinct Development Metropolitan. The Inception Report and the signed tender document regulates execution of the project in terms of the scope, timeframe and budget.

Draft reports must be submitted to the DPWI Project Manager for comments prior to submission of the final report for each component of the project. Sufficient time (at least two weeks) must be allocated for this purpose to ensure that the final deliverable for each component is concluded and submitted on the date stated in the PEP.

Invoices will be issued in accordance with the PEP. Invoices must include the correct project description, WCS number and be accompanied by a time sheet. The time sheet must specify

the activity (deliverable), time and cost for the relevant phase of the project aligned to the PEP and Inception Report.

DETAILS OF MILESTONES	PROJECT DELIVERABLES	DELIVERABLES TIMEFRAMES Maximum
COMPONENT 1: INCEPTION		
• Consultation and finalisation of project brief • Analysis of the accommodation needs in relation to the identified site • Site orientation and assessment • Project programme and timeframes for deliverables (PEP) • Briefing and management of project team • Preparation and submission of a comprehensive Inception Report • Attending all project meetings when necessary	Comprehensive Inception Report	1 week
COMPONENT 2: LOCATION ANALYSIS AND SPECIALIST REPORTS/PROCESSES		
• Legislative and policy context. • Fitness for purpose: Confirmation of the user department profile and accommodation needs. • Volumetric Concept: Architect • Laser-scan buildings and topographical survey: Engineering Surveyor • Land Surveyor Certificate: Land Surveyor • Commence Environmental Authorisation process: Environmental Assessment Practitioner • Geotechnical Report: Civil Engineer (Geotechnical specialist) / Geotechnical Specialist • Location and site analysis: All required specialists. • Market Analysis: Urban Economist/Market Analyst • Summary of key aspects detailing opportunities, constraints and challenges and the implications for the development.	Comprehensive Location Analysis Report inclusive of all detailed specialists reports	8 weeks
COMPONENT 3: PRECINCT DEVELOPMENT PLAN AND SPECIALIST STUDIES (LAND DEVELOPMENT APPLICATION) INCLUDING COST ANALYSIS		
• Urban Design Framework • Concept Flythrough and Marketing Brochure to support Precinct Investment Plan/Strategy • Facilities Management & Operations Model • Urban Design Guidelines	Final Precinct Development Plan and Report Marketing Brochure (printed and digital copies)	8 weeks

• Cost Analysis and Report • Address and respond to comments received from DPWI project manager • Social Facilitation process • Manage sub-consultants in delivery of the project		
COMPONENT 4: SITE CLEARANCE: LAND DEVELOPMENT APPLICATION(S) AND OTHER STATUTORY PROCESSES		
• Prepare land development applications • Submit to project manager for input • Submission of land development application(s) • Facilitate public participation and all matters related to the process • Obtain comments from internal Municipal departments • Address and respond to comments received and facilitate engagements between DPWI project manager and municipality where required • Provide timeous input as required by the Municipality in terms of the by-law • Attainment of approval for application(s) from Municipality • Land Surveyor process(es) and approvals (if required) • Assist with process to enter into SLA's with Municipality if required • If required, attend to legal processes (registration of consolidation, subdivision, removal of restrictive conditions of title) in consultation with State Attorney and relevant DPWI Regional Office • Attend all project meetings as and when required • Manage sub-consultants in delivery of the project	Final Site Clearance Report with all required approval(s) including confirmation on bulk service contributions from the local authority and signed SLA's where applicable SG Approvals (where required) Registration in the Deeds Office (where required)	11 months
COMPONENT 5: CLOSE OUT		
• Close Out Report with all required deliverables	Close Out Report	1 week

Submission of deliverables, in line with the allocated time frames, need to consider and allocate time for input and feedback by project manager.

11 CONCLUSION

The Department of Public Works and Infrastructure (DPWI) will appoint a service provider with a supporting team to develop the Durban CBD Precinct Development Plan and to manage the Site Clearance process on Erven 11607 and Re/11608, Durban.

ANNEXURE C

public works
Department:
Public Works
REPUBLIC OF SOUTH AFRICA

NATIONAL DEPARTMENT OF PUBLIC WORKS

CIVIL AND STRUCTURAL ENGINEERING SERVICES

GUIDELINES FOR SITE CLEARANCE REQUIREMENTS

Date: AUGUST 2019

Directorate: Civil and Structural Engineering Services
256 Madiba Street
Pretoria
0001

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1. Objective

1.1. To provide guidelines on minimum requirements regarding aspects to be addressed in a Civil and Structural Engineering Services Report forming part of a Site Clearance Report in respect of the following:

(i) Sites that are undeveloped and that are envisaged to be utilised for new developments,

(ii) Sites with existing facilities that are envisaged to be extended for additional accommodation, and

(iii) Sites with existing facilities that are envisaged to be rehabilitated, upgraded, refurbished, converted or renovated to provide for a change of use or which may result in an increase in the number of occupants and/or users.

2. Introduction

2.1. The term "Site Clearance" is used in the Departmental Town Planning Services context and generally means the culmination of the process of ascertaining and verification of the suitability and the viability of a site (property) for a specific development or use in the issuing of a Site Clearance Certificate by the Directorate: Town Planning Services (TPS).

2.2. The Civil and Structural Engineering Services reports that are to be prepared for site clearance purposes must provide sufficient information regarding the feasibility in respect of the intended development of the property with specific regard to the availability and capacity of bulk and other civil and structural engineering infrastructure services to enable the Department to decide on the suitability of the specific property for the intended development. The relevant aspects in terms of the services listed below must be investigated and confirmation is to be provided that the intended development could be supported by such services.

3. Legislation and Applicable Standards

3.1. The list provided below is by no means non-exhaustive. The onus is on the appointed professional service provide to ensure that all relevant and applicable standards, manuals, specifications and codes of practice are consulted in order to produce a comprehensive report.

Legislation/Code	Description	Level of Consultation
Act 103 of 1977	National Building Regulations and Building Standards Act	Compulsory
SANS 10400 (Applicable parts)	The application of the National Building Regulations	Compulsory
SANS 10161	The design of foundations for buildings	Compulsory
SANS 1936- All Parts	Development on dolomite land	Compulsory (for Dolomite land)
Act 85 of 1993	Occupational Health and Safety Act	Optional
Act 95 of 1998	Housing Consumers Protection Act	Optional
SANS 10160 (Applicable Parts)	Basis of structural design and actions for buildings and industrial structures	Compulsory
SAICE Code of Practice	Code of Practice 1989: Lateral support in surface excavations	Optional
SAICE Code of Practice	Code of Practice 2010: Site Investigation	Optional
Act 107 of 1998	National Environmental Management Act	Optional
SANS10299- Applicable Parts	Development, maintenance and management of groundwater resources	Compulsory
SANS 10252- All Parts	Water supply and drainage for buildings	Compulsory
SANS10100 (where applicable)	The structural use of concrete	Compulsory
SANS10162 (where applicable)	The structural use of steel	Compulsory
PW 345 (where applicable)	Standard specification for domestic and fire water storage and fire water supply for public buildings	Compulsory
PW347	Civil Engineering Manual	Compulsory
PW344	Appropriate development of infrastructure on dolomite: manual for consultants	Compulsory (for Dolomite land)
PW342 (where applicable)	Guidelines for the design of civil services for prisons	Compulsory
PW 2006 (where applicable)	Identification of problematic soils in Southern Africa	Compulsory
PW 2011 (where applicable)	Small waste water treatment works	Compulsory
COTO	Committee of Transport Officials	Compulsory (for traffic engineering)
THM 16 and 17	South African Traffic Impact and Site Traffic Assessment Standards and Requirements Manual	Compulsory (for traffic engineering)

4. Formal Requirements

The following formal requirements must be adhered to:

4.1. The report must be prepared under the supervision of and signed by a Professional Engineer or a Professional Engineering Technologist.

4.2. The Department's Dolomite Risk Management Unit (DRMU) must be consulted for all site clearances undertaken.

4.3. Every report submitted must include a Dolomite Status Certificate (DSC) or a Non-Dolomite Status Certificate (NDSC), whichever is the case.

4.4. For all Department of Defence facilities, the report must be accepted by DOD fire-fighting division where applicable.

5. General

The following information is generic and must be covered in all site clearance reports:

5.1. A brief description of the envisaged facilities as defined by the Client Department in terms of *inter alia* its purpose as well as the building and construction areas. A copy of the Pre-Design Information Request (PDIR) or the Procurement Instruction (PI), whichever is applicable, with the Client's official Accommodation Requirements (certified needs), must be included in the report.

5.2. Basic locality plans (provincial and locality in town).

5.3. Basic site plan showing the following:

(i) Demarcation of the property (boundaries, etc.).

(ii) The topography of the site with 0.5m contours or provide information that would describe the topographical characteristics.

(iii) The 1 in 100 year flood line or if not readily available provide information that would adequately describe the situation (refer 3.4 Storm Water).

(iv) In the case of an existing developed site:

- The position of existing buildings and structures
- The existing access/entrance to the site
- The position of water, sewage and storm water connection points
- Any possible legal and physical constraints such as way-leaves, servitudes, overhead power lines, heritage aspects, graves, rock outcrops, etc. of a civil

engineering nature. The Town Planner as Team Leader to be coordinated with in terms of responsibility for reporting.

6. Technical Requirements

6.1. Civil Engineering

For all Civil engineering services, the following information must be covered in the report:

6.1.1. Water Supply (Domestic and Fire)

(i) An estimate with appropriate preliminary calculations of the average daily water demand with peak flows of the envisaged facility in respect of both for domestic and fire-fighting purposes, with a view to determine the flow volume(s) that will be required by the facility.

(ii) The recommended water source(s) supported with appropriate reasoning in terms of the sufficient quantity and quality of the water and its compliance with the applicable standards as well as the possible need for treatment.

(iii) In the situation where a local authority is proposed as the most viable water source, the following must be provided:

- The availability and sustainable capacity of bulk water
- The capacity of the local authority's infrastructure and distribution network in terms of flows, pressures and condition to provide in the facility's requirements
- The degree of fire-fighting capability of and assistance available from the local authority.
- Written confirmation in principle from the local authority regarding its capacity to provide in the water requirements as indicated above and an estimate of the possible bulk contribution cost
- Written confirmation in principle from the local authority that a water connection will be provided and an estimate of the possible cost
- Any special requirements of the local authority in terms of the provision of water services, e.g. fire-fighting aspects with comments and recommendations in terms thereof.

(iv) In the situation where a local authority as a source is not possible or viable or deemed to be an unacceptable risk and the proposed source is boreholes, a river, etc., the following must be provided:

- Information regarding possible viable source options.
- Information regarding further investigations that will have to be conducted.

- Information regarding compliance with relevant legislation and if applicable further steps that will have to be taken to obtain the necessary approvals, authorisations, licences etc. from the applicable authorities such as Department of Water and Sanitation, Department of Environmental Affairs, etc.
- The sustainability and the possible spare capacity of the proposed source must be commented on.

(v) The possible need for water storage and the availability of a suitable location on the property taking into account and reporting on the environmental requirements in terms of the height of water tower structures.

(vi) If the is site is confirmed to be located on dolomite land, a Dolomite Footprint Stability Investigation (FDSI) must be conducted through the DRMU from which a recommendations will be made on the works that will be implemented on the ground.

6.1.2 Sewage / Waste Water

(i) An estimate with appropriate preliminary calculations of the average daily flow volumes with peak flows of the envisaged facility with a view to determine the flow volumes that will be discharged by the facility.

(ii) An assessment of disposal options with a recommendation of a viable method.

(iii) In the situation where waste water is proposed to be disposed of into a local authority's system the following must be provided:

- Information regarding the availability and capacity of a local authority's treatment facility and sewerage network.
- Written confirmation in principle from the local authority regarding its capacity in terms of its sewerage network and waste water treatment to accept the volumes as estimated and an estimate of the possible bulk contribution cost.
- Written confirmation in principle from the local authority that a sewage connection will be provided and an estimate of the possible cost.
- Any special requirements of the local authority in terms of the provision of waste water disposal services with comments and recommendations in terms thereof.

(iv) In the situation where disposal into a local authority's system is not viable or possible and where on-site treatment or other methods of disposal will be required, the following must be provided:

- Information regarding possible viable options for disposal of waste water.
- Information regarding further investigations that will have to be done.

- Information regarding compliance with relevant legislation and if applicable further steps that will have to be taken to obtain the necessary approvals, authorisations, licences, etc. from the applicable authorities such as Department of Water Affairs and Sanitation, Department of Environmental Affairs, etc.

(v) Should off-site treatment or disposal as a possible result of space constraint on the envisaged property be contemplated, this must be stated together with the proposed means of sewage disposal.

(vi) Conservancy tank solutions should be avoided if possible.

(vii) For dolomite sites the means of disposal shall not be septic tanks with soak-away ("French") drains. This is deemed unacceptable and a recommendation/objection to this effect should be raise.

6.1.3 Solid Waste

(i) An estimate of the volume of waste that will be generated by the facility.

(ii) An assessment of disposal options with a recommendation of a viable method.

(iii) The capacity of a local authority's infrastructure for disposal.

(iv) Written confirmation in principle from the local authority regarding its capacity for disposal of the volume as estimated and an estimate of possible bulk contribution costs.

(v) Any special requirements of the local authority with comments and recommendations in terms thereof.

(vi) Should e.g. an incinerator be required for the facility, then an indication on whether meeting of the legal requirements such as licencing as well as other related criteria will be attainable, should be provided.

(vii) If there are oil separators or fat traps on site, a comment on the location/position in relation to the buildings should be made (possible bad odour). The efficiency of the current system, the frequency of the cleaning fat tray(s) and access to the disposal facilities.

6.1.4 Storm Water

(i) An evaluation of the acceptability of the site's location in terms of the risk of storm water flooding.

(ii) The site's locality relative to the 1 in 100 year flood line and the Local Authority's or other legal specific requirements in respect of flood line relating aspects and development limitations as well as an indication on whether the envisaged

development will comply. (This aspect should normally be the environmental consultant's responsibility if appointed. The civil engineering services report should however provide basic information in this regard. To be coordinated with the appointed town planner and environmental consultant).

(iii) An estimate with appropriate preliminary calculations of the probable storm water run-off according to the frequencies as per the "Guidelines for Human Settlement Planning and Design".

(iv) An assessment of envisaged storm water management on site with a method of discharging from the site.

(v) Written confirmation in principle from the local or other responsible authority regarding its capacity for accepting storm water volumes as estimated from the site and a quotation of possible bulk contribution costs from the local authority if applicable.

(vi) Any special requirements of the local authority e.g. attenuation dams which may impact on the envisaged development with comments and recommendations in terms thereof.

6.2. Traffic and Transportation Engineering

6.2.1. Transportation (Public Transport)

(i) A basic assessment based on applicable codes and standards of the possible need for public transport for users of the facility.

(ii) The availability of public transport with reference to the anticipated need.

(iii) Parking demand adjusted as allowed in TMH 16 and 17

(iv) Written confirmation in principle from the local or other authorities regarding the availability of public transport.

(v) Any special requirements of the local authority with comments and recommendations in terms thereof.

6.2.2. Site Traffic Assessment

(i) An assessment of the available space on the site to satisfy the calculated need for roads and parking. If parking is not provided within the proposed development, a parking layout, compatible with the proposed site layout, must be provided.

(ii) The site layout plan need to allow for both the excess, out of building, parking as well as visitors parking. Where no visitors or employee parking is prescribed

(THM 17) a comparative survey of a similar facility should be used or undertaken to provide realistic planning numbers.

(iii) Parking area layout design as contained in the COTO documents must be applied, with specific attention given to ease of access and traffic flow.

(iv) Access to sites is specific to the development and must be approved by the local authority as part of the Building Application. Provisional approvals will not be accepted.

6.2.3. Traffic Impact Assessment

(i) A basic assessment of the possible impact that the envisaged development will have on existing traffic patterns as well as the resultant possible need for upgrading of relevant traffic and road infrastructure, including on existing traffic management measures.

(ii) A recommendation based on TMH 16, on the need for a detailed traffic impact study, must be made. This will determine the scope of the detail required for the traffic report.

(iii) Written confirmation from the local authority regarding the need for upgrading of traffic and road infrastructure and an estimate of bulk contribution costs.

(iv) Final recommendations regarding access to the site.

(v) Written confirmation in from the local authority regarding the availability of access to the site and an estimate of possible bulk contribution costs.

(vi) Any special requirements of the local authority with comments and recommendations in terms thereof.

6.2.4. Sustainability of Services

(i) The sustainability of the services (3.1 to 3.6) in terms of the future provisioning thereof based on current demand as well as in terms of the possible projected increased demands and requirements due to e.g. possible extensions to the envisaged facility must be commented on. (Information regarding possible future increased utilisation is to be obtained from the Department's Directorate: Town Planning Services. If such information could not readily be obtained then a general opinion should be provided). Where applicable, use must be made of available Integrated Development Plans and the Local Authority's comments in this regard are to be obtained and provided.

6.3. Geotechnical Aspects.

6.3.1 An evaluation of the soil conditions, with a view to point out the possible impact on the design and construction costs of roads, parking and other services must be provided. For this purpose use should be made of the geotechnical report as prepared by the structural engineering and/or geotechnical engineering consultant. It is being advised that geotechnical investigations are to be coordinated between the civil and structural or geotechnical engineering consultants to ensure that the information (soil types, parameters, etc.) gathered by the investigation and tests would be applicable to both civil and structural engineering requirements. The reporting with recommendations on civil and structural engineering aspects should however be presented separately. Geotechnical investigations should be executed in compliance with the Departmental guideline, PW 2006/1 and must be limited to basic investigations and analyses. This should include the following:

(i) Carry out a desktop study (topographical maps, geological maps, gathering information from previously conducted studies within the area maybe obtainable from the local authority and etc.)

(ii) In the event where desktop study outcomes prove insufficient for the purpose, the digging of a limited number of shallow trial holes (until refusal with a TLB) and profiling there of (upon approval from the property owners or authorities)

(iii) Laboratory testing is limited to the determination of the basic soil properties clays (expansiveness), collapsible soils and etc., and only if a visual assessment could not be made and if regarded as an absolute necessity to enable a recommendation to be made on the suitability of the site.

6.3.2. Regarding the possible presence of dolomite, enquiries should be directed to the Directorate: Town Planning Services to provide a copy of, or the DRMU of the Department's Directorate: Civil and Structural Engineering Services for the issuing of a Dolomite Status Certificate, a copy of which should be enclosed in this report.

6.4. Structural Engineering

For existing buildings, the following elements must be covered as part of the structural engineering site clearance report:

6.4.1. A basic description and a layout of existing buildings and other structures (as required under 5.3 above).

6.4.2. Assessment of structural performance and condition.

6.4.3. Identification of any risks that may be associated with the structural condition and recommendation of necessary interventions.

6.4.4. Provide an assessment on any possible effect that existing buildings and services may have on the development of new facilities.

6.4.5. Recommend foundation design criteria based on the geological characteristics of the site as required under 6.3 above. The report should formulate an opinion on the type of foundations required for the envisaged type of buildings, any site specific special requirements and restrictions that may be anticipated.

6.5. Topography

A description with an evaluation of the topography of the site must be provided with reference to its acceptability for the intended use in terms of the feasibility to provide the required civil engineering services, the possible need for excavations, etc.

7. Conclusion and Recommendation

The report must conclude with the provision of inter alia a general expression of opinion on the suitability of the property in terms of its intended use as well as with a recommendation in that regard. An opinion should also be expressed with regards to the site's overall current dolomite compliance relating to the various engineering services.

A general indication of the level of risk and the acceptability thereof in terms of any aspect of the availability and sustainability of services must be provided as part of the recommendation.