



INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR PROFESSIONAL SERVICES

CLOSING DATE: **26 FEBRUARY 2019**

CLOSING TIME: **12H00**

- BID NUMBER: **Electrical and Mechanical Engineers: AHMSC/CN004** **OR**
 Quantity Surveyors: AHMSC / CN005 **OR**
 Occupational Health and Safety Consultants: AHMSC/CN006

BID DESCRIPTION: ALEXANDRA HOSPICE and MARLBORO SOUTH LIGHT INDUSTRIAL BUSINESS COMPLEX ALEXANDRA

BID DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT:

Offices of the Johannesburg Development Agency, 3 Helen Joseph Street (Formerly President Street), the Bus Factory, Newtown, Johannesburg, 2000

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (see definition below)

¹ * MSCM Regulations: "in the service of the state" means to be –

- (a) a member of –
 - (i) any municipal council;
 - (ii) any provincial legislature; or
 - (iii) the national Assembly or the national Council of provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) An employee of Parliament or a provincial legislature.

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Department: Procurement
Contact Person: Ms Kgadi Mphela
Tel: 011 688 7800 **Fax:** 011 688 7899 **E-mail:** kmphela@jda.org.za

ANY REQUIRIES REGARDING THE PROJECT MAY BE DIRECTED TO:

Department: Developments
Contact Person: Nombuso Mtsweni
Tel: 011 688 7851 **Fax:** 011 688 7899 **E-mail:** nxumalo@jda.org.za

PLEASE NOTE: TENDERS MUST BE SUBMITTED ON THE TENDER DOCUMENTATION ISSUED. TENDER DOCUMENTATION MUST NOT BE REPRODUCED OR REARRANGED. ANY ADDITIONAL INFORMATION MUST BE SUBMITTED AS A SEPARATE ATTACHMENT TO THE TENDER DOCUMENT. FAILURE TO DO SO WILL RESULT IN YOUR BID BEING DISQUALIFIED.

OFFER

**THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO WILL RESULT IN YOUR BID BEING DISQUALIFIED)**

NAME OF BIDDER

BID NUMBER

POSTAL ADDRESS

STREET ADDRESS

CONTACT PERSON

TELEPHONE NUMBER CODE NUMBER

CELLPHONE NUMBER

FACSIMILE NUMBER CODE NUMBER

E-MAIL ADDRESS

COMPANY REGISTRATION NUMBER

NATIONAL CENTRAL SUPPLIER DATABASE NUMBER

VAT REGISTRATION NUMBER

TAX VERIFICATION PIN NUMBER

TOTAL BID PRICE Excluding Value Added Tax

TOTAL BID PRICE in words

.....

.....

..... Excluding Value Added Tax

SIGNATURE OF BIDDER

CAPACITY UNDER WHICH THIS BID IS SIGNED

DATE

SUPPLIERS DATABASE REGISTRATION

National Treasury launched the National Central Supplier Database (NCSD) with effect from 1 September 2015.

This will enable prospective suppliers to register their companies on the following website www.csd.gov.za

Transitional Period (1 September 2015 to 30 June 2016)

1. During the transitional period suppliers are requested to register on the website where all their essential information such as Tax Clearance Certificates, VAT, and Company Registration Numbers and CIPC business status will be verified.
2. When conducting business with the JDA, you will be requested to provide us with the following:
 - Supplier Number and;
 - Supplier Registration Security Code so we can print your real time information;
 - Banking details with bank Stamp and;
 - Certified BBBEE Certificate.

Once a supplier has registered on NCSD, it will no longer be a requirement to provide the JDA with an Original Tax Clearance Certificate.

After Transitional Period 1 July 2016

Effective 1 July 2016, the JDA will only award business to suppliers who are registered on NCSD and suppliers will no longer be required to provide information as stipulated above.

For more information on registration, please:

Ms. Kgadi Mphela on 011 688 7813
Mr. Mike Mabunda on 011 688 7811

To all our stakeholders

RE: The channels of reporting fraudulent and Corrupt Activities

The City of Johannesburg has a **zero-tolerance approach to Fraud, Theft, Corruption, Maladministration, and Collusion** by suppliers with employees. To reinforce this commitment, more channels have been added to report any Fraudulent and Corrupt activities.

Instances of corporate fraud and misconduct remain a constant threat to service delivery. The City of Johannesburg took a resolution to adopt strategic interventions aimed at combatting fraud and corruption. The City took a decision to centralize the reporting of fraudulent and corrupt activities through the establishment of an independent fraud hotline which is managed by independent service providers.

All people doing business with the Johannesburg Development Agency are encouraged to report any corrupt or illegal practice.

Employees are encouraged to report fraud, waste or other concerns suggestive of dishonest or illegal activities.

Anyone can report fraudulent and corrupt activities through one of the following channels:

- Toll free number.....0800 002 587
- Toll free Fax0800 007 788
- SMS (charged @ R1.50).....32840
- Email Address:.....anticorruption@tip-offs.com
- Web site:.....www.tip-off.com
- Free post:.....Free post, KNZ 138, Umhlanga, 4320



Let's join hands to take up the Fight against Fraud and Corruption in our society.

ALEXANDRA HOSPICE & MARLBORO SOUTH LIGHT INDUSTRIAL BUSINESS HUB

**Project Design & Implementation
2018/19 TO 2020/21**

REQUEST FOR PROPOSAL FOR:

1. Electrical and Mechanical Engineers

Contract Number: AHMSC / CN004

2. Quantity Surveyors

Contract Number: AHMSC / CN005

3. Occupational Health and Safety Consultants

Contract Number: AHMSC / CN006

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ANNEXURES

- A : Business Declaration
- B : Declaration of Interest
- C : Declaration of Past SCM Practices
- D : Particulars of Contracts Awarded by an Organ of State
- E : MBD9 Certificate of Independent Bid Determination
- F : Form of Agreement for Appointment of Consultants – For information only, NOT for completion
- G : Appendices to contract
- H : Demo Tax Compliance Status Pin Letter
- I : Organogram
- J : Schedule of similar completed contracts
- K : Declaration on state of municipal accounts

COPY OF ADVERT

TENDERING PROCEDURES

Tender Notice and Invitation to Tender

1. Electrical and Mechanical Engineer
Contract Number: AHMSC / CN004

2. Quantity Surveyor
Contract Number: AHMSC / CN005

3. Occupational Health and Safety Consultants
Contract Number: AHMSC / CN006

for the planning, design and implementation of the Alexandra Hospice and Marlboro South Light Industrial complex in 2018/19 to 2020/21

The JDA is requesting proposals from experienced companies and joint ventures to render professional Electrical and Mechanical Engineering, Quantity Surveying and Occupational Health and Safety consultant services required for the planning, design and management of the implementation of the *Alexandra Hospice and Marlboro South Light Industrial complex* project over three financial years.

The documents will be available on the JDA website www.jda.org.za as well as the e-Tenders portal www.e-tenders.gov.za from 12:00 on 25 January 2019.

Queries relating to the issue of these documents and procurement related issued may be addressed to Kgadi Mphela at tel: (011) 688 7800 or email kmphela@jda.org.za

Technical queries or queries relating to the project may be addressed to Ms Nombuso Mtsweni at (011) 688 7800; or e-mail: nnxumalo@jda.org.za

A compulsory Clarification Meeting with representatives of the Employer will take place at the Johannesburg Development Agency, The Bus Factory, 3 Helen Joseph Street, Newtown on Friday 1 February 2019, starting at 11h00.

The closing time for receipt of tenders is on the 26th February 2019 at 12h00pm

Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted.

Tenders must only be submitted on the tender documentation that is issued. The retyping of the tender document is not permitted.

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

The JDA's selection of qualifying tenders will be at the JDA's sole discretion and will be final. The JDA does not bind itself to accept any particular tender and correspondence will be entered into with successful tenderer.

"WE ENCOURAGE ALL PEOPLE DOING BUSINESS WITH US TO REPORT ANY CORRUPT OR ILLEGAL PRACTICE, USING THE ANTI-FRAUD HOTLINE NUMBER: 0800 002 587"

1. **INTRODUCTION**

The JDA is requesting proposals from experienced consultant companies and joint ventures to render Electrical and Mechanical Engineering, Quantity Surveying and Occupational Health and Safety consultant services for the design and implementation of the Alexandra Hospice and Marlboro South Light Industrial complex over three financial years.

2. **PROJECT INFORMATION**

2.1 **Background**

- 2.1.1 **Alexandra Hospice:** The Alexandra Hospice and rehabilitation centre, previously known as the Banakekeleni Hospice is located in Alexandra and takes care of 30 terminally ill patients. The facility is currently, and will continue to be run by an NPO, but on City owned land and the project is funded by the city. The JDA has budgeted for 3 financial years develop a new hospice on erven 3361/3362 in the Far East Bank. This project is ready for concept and detailed design implementation.
- 2.1.2 **Marlboro South Light Industrial Business Complex:** The JDA is finalising a study – the Marlboro South Priority Economic Zone Investment Strategy - with town planners which will to identify the best possibly intervention to unlock the potential of Marlboro South. While not to pre-empt the outcome of the study, there has also always been a proposed Marlboro South Industrial Park that would seek to facilitate the consolidation of the value chain of SMME's in various the industrial sectors and the City is currently in discussion with possibly land swap for this purpose. Additional investments include the upgrading of the linkages / barrier to Alex, encouraging mixed use and following a phased approach that existing CoJ investments in the area can adopt. Based on the outcomes of the study and budget, this project will proceed with the recommended interventions.

More information on the study will be made available after the compulsory briefing.

2.2 **Project Location**

The site identified for the Alexandra Hospice is the Far East ban, Alexandra on erven 3361 and 3361, a vacant site as shown below.

The Marlboro South Light Business Skills complex sites are to be determined based on the outcomes of the studies currently underway.



2.3 Project scope

The Alexandra hospice scope includes, but is not limited to; design development of the hospice inclusive of

- Buildings
- Parking
- Medical wards
- Frail care

The Marlboro South Light Business Industrial complex scope will be determined based on the outcomes of the study, however will most likely include an element of public environment upgrades and buildings

3. APPOINTMENT

The JDA is requesting proposals from experienced companies and joint ventures to render architecture, project management and civil and structural services required for the planning, design and implementation of the Alexandra Hospice and Marlboro South Light Industrial complex over three financial years i.e. the year 2018 to June 2021.

2018/19 Implementation

A detailed concept of the development is required. Said study must comprise the following components: status quo/conditions assessment, options investigations, a budget estimate, an implementation plan and concept designs.

On approval of the concept designs, professionals will be required to produce detailed designs and tender documentation for the procurement of a main contractor.

Construction is envisaged to commence in 2019/20 and completed in the final year. Professionals will be required to render services for construction monitoring and / or contract administration for a period of approximately 12 calendar months.

On completion professionals will then be required to render services for project close-out.

The professional services required are outlined per discipline below. This is followed by **item 3.4** **which ALL applicants are required to take careful note of.**

3.1 Electrical and Mechanical Engineer

The engineer is required to be registered with an appropriate professional body (ECSA), and to have the relevant skills, experience, and capacity to deliver the scope of work within the required time frame. Also refer to pages 23-24 for detailed requirements for the individuals proposed as well as company experience required for consideration.

3.2 Quantity Surveyor

The quantity surveyor is required to be registered with an appropriate professional body (ASAQS), and to have the relevant skills, experience, and capacity to deliver the scope of work within the required time frame. Also refer to pages 23-24 for detailed requirements for the individuals proposed as well as company experience required for consideration.

3.3 Occupational Health and Safety Consultant

The OHS consultant is required to be registered with an appropriate professional body (SACPCMP), and to have the relevant skills, experience, and capacity to deliver the scope of work within the required time frame. Also refer to pages 23-24 for detailed requirements for the individuals proposed as well as company experience required for consideration.

The electrical and mechanical engineer must allow for Level 4 construction monitoring.

Important Notes for Engineers:

BOTH electrical and mechanical engineering services MUST be provided for in one bid document. If both of these services cannot be provided in-house (ie. by one company), then bidders MUST form consortiums or joint ventures. FAILURE TO PROVIDE AN OFFER FOR BOTH Electrical AND Mechanical ENGINEERING SERVICES IN ONE BID WILL RESULT IN THE BID BEING DISQUALIFIED FOR NON-COMPLIANCE.

In the event of a consortium or joint venture, (for any discipline being tendered for) the requisite documents and / or information requested in items 6.4-6.9, 6.11-6.12, and 6.14 herein MUST be supplied for EACH MEMBER of the consortium or joint venture.

The project organogram requested in item 6.13 herein must be provided for this project and not per company. It MUST therefore indicate the consolidated project team proposed for this project ie. it

must indicate all the persons to be deployed on this project for BOTH the required engineering services.

3.4 **Notes**

3.4.1 **Appointments for the 2019/20 and 2010/21 financial year will be dependent on satisfactory performance and budget availability. Addenda letters will be issued at the commencement of each new financial year.**

3.4.2 Packaged proposals to render more than one service will **NOT** be accepted.

3.4.3 Bidders are however free to submit **separate** proposals for more than one discipline but will only be appointed for one

3.4.4 If bidders choose to tender for more than one discipline, they are required to purchase a document for **each** discipline.

3.4.5 Bidders are to ensure that they have adequate resources to undertake the work under stringent timeframes.

3.4.6 Bidders are required to take cognisance of the role of the other professionals as described in this proposal call and work coherently with them where required.

3.4.7 The JDA reserves the right to ask tenderers to replace any member/s of the proposed team if they do not meet the JDA requirements.

3.4.8 Successful tenderers will be required to sign the JDA's Standard Form Agreement upon appointment, the appendices of which are attached as Annexure F *for information purposes*.

3.4.9 Tenderers must note that they will be required as and when necessary to attend (a) presentations to JDA, COJ, and stakeholders; (b) design, progress / site meetings and inspections; and (c) consultations with relevant persons and authorities including site visits. This needs to be taken into consideration in the tenderer's fee proposal.

3.4.10 Tenderers must also note that revisions to the feasibility studies and / or designs may be required following feedback received from relevant stakeholders and / or approving authorities which may necessitate some rework, additional presentations, and meetings. This needs to be taken into consideration in the tenderer's fee proposal. Disbursements are not separately priced.

3.4.11 No tender will be awarded to a bidder whose tax matters are not in order with SARS.

3.4.12 No tender will be awarded to a bidder who is not registered on CSD.

4. **PRICING**

The **estimated** total construction value is R40m excluding Value Added Tax (VAT) for the Alexandra Hospice.

The **estimated** total construction value is R36m excluding Value Added Tax (VAT) for the Marlboro South Light Industrial Business complex

The **estimated** construction period is 12 calendar months.

Detailed below is information upon which fees must be based for each discipline. This is followed by **item number 4.3 which ALL applicants are required to take careful note of.**

4.1 Electrical/Mechanical Engineer

The Electrical/Mechanical Engineer must submit their fee proposals to render the full scope of services as outlined in 3.1 above and in Annexure G. Said proposals must be based on the estimated cost of works of R40m, and R36m as stated above. *2015 Guideline fee scale to be used, fees to range from 10% to 13% of the cost of works as stated in the 2015 Guidelines.*

Tenderers are to replicate the table below and submit as part of their detailed fee proposal and the total fee for the full scope of services must be carried to the “Offer” page. The detailed fee proposal must indicate the fee scales used and the method of calculation used to determine the fee including any discounts applied if applicable. Failure to (i) replicate the table, (ii) carry the total to the offer page, and (iii) provide a detailed fee proposal (which indicates the fee scales used and the method of calculation used to determine the fee including any discounts applied) will result in the tender being disqualified for non-compliance. Fees based on an hourly rate will NOT be accepted.

Electrical and Mechanical Engineer Alexandra Hospice Estimated cost of works : R 40 000 000 excluding VAT	
	FEE (excluding VAT)
Stage 1	R.....
Stage 2	R.....
Stage 3	R.....
Stage 4	R.....
Stage 5	R.....
Stage 6	R.....

Construction monitoring R.....x12 months	R.....
Specialist studies provision	R 500 000.00
Handling fee on provision above% of R 500 000.00 =.....
Total (1) inclusive of fees, specialist studies with handling fee and construction monitoring	R.....

Electrical and Mechanical Engineer Marlboro South Light Industrial Business Complex Estimated cost of works : R 36 000 000 excluding VAT	
	FEE (excluding VAT)
Stage 1	R.....
Stage 2	R.....
Stage 3	R.....
Stage 4	R.....
Stage 5	R.....
Stage 6	R.....
Construction monitoring R.....x12 months	R.....
Specialist studies provision	R 500 000.00
Handling fee on provision above% of R 500 000.00 =.....

Total (2) inclusive of fees, specialist studies with handling fee and construction monitoring	R.....
--	--------

Total (1) and (2) to be carried to the offer page (excluding VAT)

R

4.2 Quantity Surveyors

The quantity surveyor must submit their fee proposals to render the full scope of services as outlined in 3.2 above and in Annexure G. Said proposals must be based on the estimated cost of works of R40m, and R36m as stated above. *2016 Fee scales to be used*

Tenderers are to replicate the table below and submit as part of their detailed fee proposal and the total fee for the full scope of services must be carried to the “Offer” page. The detailed fee proposal must indicate the fee scales used and the method of calculation used to determine the fee including any discounts applied if applicable. **Failure to (i) replicate the table, (ii) carry the total to the offer page, and (iii) provide a detailed fee proposal (which indicates the fee scales used and the method of calculation used to determine the fee including any discounts applied) **will result in the tender being disqualified for non-compliance. Fees based on an hourly rate will NOT be accepted.****

Quantity Surveyor Alexandra Hospice Estimated cost of works : R 40 000 000 excluding VAT	
	FEE (excluding VAT)
Stage 1	R.....
Stage 2	R.....
Stage 3	R.....
Stage 4	R.....
Stage 5	R.....
Stage 6	R.....

Total (1)	R.....
------------------	--------

Quantity Surveyor Marlboro South Light Industrial Business Complex Estimated cost of works : R 36 000 000 excluding VAT	
	FEE (excluding VAT)
Stage 1	R.....
Stage 2	R.....
Stage 3	R.....
Stage 4	R.....
Stage 5	R.....
Stage 6	R.....
Total (2)	R.....

Total (1) and (2) to be carried to the offer page (excluding VAT)

R

4.3 Occupational Health and Safety Consultants

The OHS consultant must submit a fee proposal to render the full scope of services as outlined in the Annexures. Said proposals must be based on the deliverables stated in the document.

Tenderers are to replicate the table below and submit as part of their detailed fee proposal and the total fee for the full scope of services must be carried to the “Offer” page. The detailed fee proposal must indicate the fee scales used and the method of calculation used to determine the fee including any discounts applied if applicable. Failure to (i) replicate the table, (ii) carry the total to the offer page, and (iii) provide a detailed fee proposal (which indicates the fee scales used and the method of calculation used to determine the fee including any discounts applied) will result in the tender being disqualified for non-compliance. Fees based on an hourly rate will NOT be accepted.

Alexandra Hospice Item	Cost
Assessment and analysis of potential risks attached to the project (lump sum)	R.....
Attend professional design meetings to inform the professional team of the risks to be considered during the conceptualisation of the project. (Allow for 48 meetings)	
Development of a project specific health and safety specification for the project (lump sum)	R.....
Evaluation and approval of the contractor’s health and safety plan for the project (lump sum).	R.....
Site Visits and regular monitoring audits (48 visits and 48 audits)	R.....
Attend one technical meeting for presentation of the audit report. (Allow for 24 meetings)	R.....
Assist the JDA to undertake independent investigations on any accidents due to construction work undertaken. (Allow for 8 incidents)	
Conduct a final compliance audit on completion of project and submit a close out report. (lump sum).	R.....
TOTAL AMOUNT (Alexandra Hospice) (1)	R.....
Marlboro South Light Industrial Skills Complex Item	Cost
Assessment and analysis of potential risks attached to the project (lump sum)	R.....
Attend professional design meetings to inform the professional team of the risks to be considered during the conceptualisation of the project. (Allow for 48 meetings)	
Development of a project specific health and safety specification for the project (lump sum)	R.....
Evaluation and approval of the contractor’s health and safety plan for the project (lump sum).	R.....
Site Visits and regular monitoring audits (48 visits and 48 audits)	R.....
Attend one technical meeting for presentation of the audit report. (Allow for 24 meetings)	R.....
Assist the JDA to undertake independent investigations on any accidents due to construction work undertaken. (Allow for 8 incidents)	
Conduct a final compliance audit on completion of project and submit a close out report. (lump sum).	R.....

TOTAL AMOUNT (Marlboro South Light Industrial Skills Complex) (2)	R.....
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Total (1) and (2) to be carried to the offer page (excluding VAT)

R

4.4 Notes

- 4.3.1 **Tenderers must ensure that the final TOTAL FEE is correctly carried to the “offer” page. The value recorded on the offer page will be regarded as the tendered amount to render services for the complete project period. Failing to price as required will result in the tender being disqualified.**
- 4.3.2 All values are subject to change (increase or decrease) depending on the requirements of the project. However the fee calculation submitted by the tenderers on tendering will determine the fee due. **The calculation method** including the version of the fee scales applied at the time of tendering, as well as any percentage discounts are to remain fixed irrespective of an increase or decrease in construction value.
- 4.3.3 Fees **must** include standard disbursements such as typing, drawings, reproduction, copying, binding of documents, telephonic / electronic and facsimile communications, courier, local travel and accommodation, etc.
- 4.3.4 For every tangible deliverable, two hard copies and one electronic copy must be issued to the client [over and above the documentation required for submission to various authorities, to the contractor, etc.], the cost of which **must** be included.
- 4.3.5 Fees for consultation work required to produce deliverables and obtain approvals thereof is deemed to be included in the price (this also includes consultation work required to make revisions, resubmissions, updated presentations, etc. following feedback received from the relevant approving authorities).
- 4.3.6 Successful tenderers will be remunerated in accordance with JDA’s Standard Form Agreement, Appendix 4 which is included under Annexure F for information purposes.
- 4.3.7 Disputes shall be settled in good faith between parties in an effort to resolve the dispute. If the dispute is not resolved at that meeting, the Parties will attempt to settle it by mediation.

5. INDICATIVE PROGRAM

The table overleaf outlines the indicative completion dates of certain milestones for the project:

Milestone	Date
1. Professional team tender publication	January 2019

Milestone	Date
2. Professional team tender closure	February 2019
3. Professional team awards completed	April 2019
4. Presentation of concept designs to Client Department and JDA EXCO	May 2019
5. Bid Specification Meeting for main contractor's tender	July 2019
6. Contractors tender publication	October 2019
7. Meetings with MOE's and Stakeholders : completed approval process	October 2019
8. Contractor tender closure	November 2019
9. Contractor tender award	January 2020
10. Site handover / commencement of construction	January 2019
11. Practical Completion	March 2021

6. PROPOSAL CONTENT

The bidder's submission must provide the JDA with sufficient information to enable the employer to make a sound and fair evaluation of the proposal. It must clearly indicate the **relevant** previous experience, capability, and capacity of the bidding entity to undertake the project. The proposal should **use the same item numbers as below, using numbered dividers.**

The following minimum documentation must be provided:

- 6.1 **THE "OFFER" PAGE MUST BE COMPLETED IN FULL AND SIGNED. Any bidder who fails to do so will be disqualified.**
- 6.2 **Tenderers are required to submit a detailed fee proposal based on the requirements set out in item 4 above and to ensure that the final TOTAL FEE IS CORRECTLY TRANSFERRED TO THE "OFFER" PAGE. Any bidder who fails to do so will be disqualified.**
- 6.3 A valid BBEE status level verification certificate substantiating the bidding entities BBEE rating. Only certificates issued by verification agencies accredited by the South African Accreditation System (SANAS), or by registered auditors approved by the Independent Regulatory Board of Auditors (IRBA) will be accepted. **IF A COPY IS SUBMITTED IT MUST BEAR AN ORIGINAL CERTIFICATION STAMP. FAILURE TO SUBMIT A BBEE STATUS LEVEL CERTIFICATE WILL RESULT IN THE BIDDER SCORING ZERO (0) POINTS FOR BBEE.**

An EME must submit a sworn affidavit confirming the following:

- **Annual turnover revenue of R10 million or less; and**
- **Level of black ownership**

Any misrepresentation in terms of the above constitutes a criminal offence as set out in the B-BBEE Act as amended.

- 6.4 Company registration documents.
- 6.5 A certified copy of the bidder's Professional Indemnity Insurance certificate indicating the maximum value per claim in an insurance period, the applicable excess, and the expiry date. A minimum cover of R2m is required for this project.
- 6.6 A copy of the bidding entity's current municipal rates account in the name of the bidding entity or alternatively in the names of the directors / partners of the bidding entity. A lease agreement will also suffice
- 6.7 Audited financial statements for the past three financial years.
- 6.8 Details of directors / partners / members and shareholders with certified copies of their identity documents.
- 6.9 The bidding entity's certificates of professional membership/s to industry bodies.
- 6.10 A detailed approach and methodology statement wherein the approach to be followed in each stage of the design and construction process is outlined with clear identification of the deliverables in each stage. This section should show the tenderer's understanding of the process and input required towards the completion of the required services.
- 6.11 The forms A to E, I to K annexed, must be scrutinized, completed in full and submitted together with your quotation. Annexure F is for information purposes only.
- 6.12 A corporate brochure alternatively a brief summary of the entity's background.
- 6.13 Provide information on the individuals who will be assigned to **this project (NOT the entire company)**. The following **must** be addressed :
 - Organogram (annexure I)
 - role/s and responsibility/ies on this project
 - relevant qualifications and attach proof hereof
 - number of years of relevant experience in the industry **and** in the proposed role
 - detailed CV's for each member of the team noting their specific relevant project experience **[project description, role and responsibilities, project value]**
 - individual memberships to professional associations and attach proof hereof
- 6.14 A schedule of completed contracts of a **similar** nature to this project ie. building projects valued at a minimum of R30m. The following details **must** be included on the schedule (annexure J) :
 - Description of the project
 - Service rendered
 - Name of employer / client and their representative's contact details
 - Cost of the works
 - Fee obtained for services
 - Date of completion

- Letter of reference on the client's letterhead or with the client's company stamp that confirms project scope of work, service rendered and project value. *Practical completion certificates do not constitute as references.*

Tenderers are to submit 2 copies of their proposal (1 original plus 1 copy).

FAILURE TO COMPLY WITH THE REQUIREMENTS IN ITEM 6 WILL RESULT IN TENDERERS BEING DISQUALIFIED FOR NON-COMPLIANCE OR NEGATIVELY SCORED IN THE TECHNICAL ASSESSMENT.

Note for consortium and joint ventures

- **EACH** party to a consortium and joint venture is to submit the requisite documents and / or information as requested in item 6 (ie.6.4-6.9, 6.11-6.12, and 6.14)
- An Agreement or Heads of Terms recording the arrangement between the parties to the consortium / joint venture is to be submitted.
- A lead consultant is to be appointed and noted in the submission.
- A trust, consortium or joint venture will qualify for points for their BBBEE status level as an unincorporated entity, provided that the entity submits their consolidated BBBEE scorecard as if they were a group structure and that such a consolidated BBBEE scorecard is prepared for every separate tender.

Failure to comply with these conditions may invalidate your offer.

7. ASSESSMENT CRITERIA

Submissions (responses to item 6 above) will be evaluated on the criteria to follow:

- Compliance
- Technical
- Price / BBBEE
- Risk Tolerance

7.1 Compliance

Bidders will be disqualified in the following instances;

- If any of its directors are listed on the register of defaulters;
- In the case of a bidder who during the last five years has failed to perform satisfactorily on previous contracts with the JDA or any other organ of state after written notice was given to that bidder that performance was unsatisfactory;
- Bidders who did not complete, in full, the tender offer page (ie. priced, all registration numbers provided and signed);
- Bidders whose tender document has been completed in pencil;
- Bidders whose document has been faxed;
- Bidders whose tender document has been received after the closing time;
- Bidders whose tender document has not been deposited in the tender box at the time of closing;
- Bidders who fail to price as required i.e. as stipulated in item 4 herein;
- Bidders who did not comply with any other requirement as set out in the tender specifications;
- Bidders who failed to attend the compulsory tender briefing session;
- Bidders who have any directors that are in the employment of the state.

7.2 Technical

The technical assessment is based on the criteria set-out below namely (i) key returnable documents, (ii) capability of the proposed key team members (ie. experience, qualifications, and memberships to professional associations per Item 6.13 above) and (iii) the experience of the company (ie. building projects, above R30m, and references per Item 6.14 above).

Tenderers will have to submit compliant documents and score a minimum number of points in the technical evaluation in order to be considered further in the evaluation process.

The minimum points for the **Architects, Project Managers is 224 points** [out of a possible 320] as 2 resources are required ie. a lead personnel and a senior personnel.

The minimum points for the **Civil and Structural engineers is 259 points** [out of a possible 370] as 3 resources are required ie. a lead Structural engineer, a senior Civil engineer and a resident engineer.

	Total Points	Criteria	Description of Criteria	Points
A Key Returnable Documents	20	Company registration documents	Points will only be allocated for key returnable documents submitted	2
		Proof of Professional Indemnity Insurance of minimum R2m		2
		Current municipal account		2
		3 Years of audited financial statements		2
		Certified copies of directors / partners identity documents		2
		The bidding entity's certificates of membership/s to industry bodies		2
		Approach and methodology		2
		Forms A to E, I to K completed in full and signed		6

	Total Points	Criteria	Description of Criteria	Points
<p>B</p> <p>Capability of proposed key personnel per Item 6.13</p>	<p>Total points for EME/QS and OHS Engineers under section B (B1 +B2) capability is 150 points</p>	<p>Lead Electrical Engineer/Lead QS/ Lead OHS consultant: The project lead must demonstrate a minimum of 10 years of experience as a lead in the discipline being tendered for as per above on building projects above R30m</p>	<p>Points will only be allocated for experience on building projects above R30m in the role specified.</p> <p>If <u>any</u> of the following information is not provided, zero points will be awarded :</p>	50
	<p>A total of 75 points is achievable for Architect and Project Manager under section B1 capability</p> <p>A total of 100 points is achievable for Civil and Structural Engineer under section B1 capability</p>	<p>Senior Mechanical Engineer/Senior QS/ Senior OHS consultant: The senior personnel must demonstrate a minimum of 7 years of experience in a senior role on building projects above R30m</p> <p>Resident Engineer (Electrical and Mechanical engineers ONLY): The incumbent must demonstrate 5 years' experience as a resident engineer on building related projects</p>	<ul style="list-style-type: none"> • CV's provided must be as per the resources recorded on the organogram • CV's must clearly show building project experience • CV's must clearly show the role executed by the resource on said building projects • CV's must clearly show the values of said building projects. <p>Note that duplication of resources/personnel on the designations indicated in the criteria will result in zero points being awarded.</p>	25
<p>B2</p> <p>Copies of qualifications and memberships to professional bodies (where stipulated) are required for the proposed team members</p>	<p>A total of 75 points is achievable for Architect and Project Manager under section B1 capability</p> <p>A total of 100 points is achievable for</p>	<p>Lead Electrical Engineer/Lead QS/ Lead OHS consultant: The project lead must have an Honours Degree / Bachelor's Degree / National Diploma in the discipline being tendered for <u>and</u> must be registered with a professional association.</p>	<p>Points will only be allocated for proposed team members with the specified qualifications <u>and</u> memberships.</p> <p>If no proofs of qualifications or professional memberships are attached, zero points</p>	50

	Civil and Structural Engineer under section B2 capability	<p>Senior Mechanical Engineer/Senior QS/ Senior OHS consultant: The senior person must have an Honours Degree / Bachelor's Degree / National Diploma in the discipline being tendered for <u>and</u> must be registered with a professional association.</p> <p>Resident Engineer (Civil and Structural engineers ONLY): The senior person must have an Honours Degree / Bachelor's Degree / National Diploma in the discipline being tendered for</p>	will be awarded.	<p>25</p> <p>25</p>
--	---	--	------------------	---------------------

	Total Points	Criteria	Description of Criteria	Points
<p>C</p> <p>Company experience per Item 6.14 :</p> <p>C1</p> <p>Experience on similar building projects.</p>	<p>A total of 150 points is achievable under section C (C1 + C2 + C3), company experience</p> <p>A total of 50 points is achievable for Company experience in similar completed projects under section C1</p>	Five or more projects completed	Points will only be allocated for building related projects as listed in the schedule requested in item 6.14	50
		Three to four projects completed	Project information contained elsewhere in the tender submission will not be considered.	30
		One to two projects completed		10
C2	A total of 50 points is achievable for	Five or more projects completed	Points will only be allocated for building related projects with values of R30m or	50

similar building projects above R20m	Company experience in similar completed projects <i>above</i> R30m under section C2	Three to four projects completed	more as listed in the schedule requested in item 6.14 (annexure J to be filled in)	30
		One to two projects completed	Project information contained elsewhere in the tender submission will not be considered.	10
C3 Contactable references for building projects above R30m	A total of 50 points is achievable for Contactable references on building projects <i>above</i> R30m under section C3	Five or more satisfactory references	Points will only be allocated for references on similar building projects of R30m or more as listed in the scheduled requested in Item 6.14 (annexure J to be filled in)	50
		Three to four satisfactory references	References must be on the client's letterhead or on a document stamped by the client and must confirm the project description, services rendered, and values in order to obtain the points.	30
		One to two satisfactory references	<u>Practical completion certificates or appointment letters do not serve as reference letters.</u> If <u>any</u> of the required information does not appear in the reference, zero points will be awarded. Note that completion certificates will not qualify as references and will be awarded zero points.	10

Note regarding the submission of reference letters from JDA for JDA projects :

Should completed JDA projects be listed, then bidders are not required to supply reference letters for those JDA listed projects. Points will be awarded if the projects meet the required criteria (ie. building projects completed in the past 5 years above R30m) and were satisfactorily completed. This will be verified by the JDA managers involved where possible.

7.3 Price and Empowerment

Having completed a technical evaluation, the procedure for the evaluation of technically qualifying tenders is Method 2 (Price and Preferences). The Preference Point System assigns a score to each tenderer based on the tender price and on the tenderer's BBBEE status. These scores are combined to determine an overall score for the tender. The tender with the highest score will be considered for acceptance.

The Preference Point System will be applied as follows:

- For tenders up to R50 million
 - 80 points are assigned to price
 - Up to 20 points are assigned to BBBEE status per the table under item 7.3.1
- Points scored will be rounded off to the nearest 2 decimal places

7.3.1 Points awarded for BBBEE status level

Points will be awarded for empowerment (BBBEE), in accordance with the Preferential Procurement Regulations 2017 published in Government Gazette No. 40553 dated 20 January 2017. The table overleaf is applicable in this regard:

B-BBEE Status Level Of Contributor	Number of Points
	Tenders up to R50 million
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-Compliant contributor	0

Notes:

- 7.3.1.1 "B-BBEE status level of contributor" means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act (Act No.53 of 2003).
- 7.3.1.2 Tenderers must submit their original and valid B-BBEE status level verification certificate substantiating their B-BBEE rating. Certificates issued by either verification agencies accredited by the South African Accreditation System (SANAS) or by registered auditors approved by the Independent Regulatory Board for Auditors (IRBA) are acceptable. **IF A COPY IS SUBMITTED IT MUST BEAR AN ORIGINAL CERTIFICATION STAMP. FAILURE TO SUBMIT A BBBEE STATUS LEVEL CERTIFICATE WILL RESULT IN THE BIDDER SCORING ZERO (0) POINTS FOR BBBEE.**
- 7.3.1.3 An EME must submit a sworn affidavit confirming the following:
 - Annual Turnover Revenue of R10 million or less; and

- Level of Black ownership
 - Any misrepresentation in terms of bullet point above constitutes a criminal offence as set out in the B-BBEE Act as amended.
- 7.3.1.4 The submission of such certificates must comply with the requirements of instructions and guidelines issued by the National Treasury and are in accordance with notices published by the Department of Trade and Industry in the Government Gazette.
- 7.3.1.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 7.3.1.6 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate tender.
- 7.3.1.7 A person will not be awarded points for B-BBEE status level if it is indicated in the tender documents that such a tenderer intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a tenderer qualifies for.
- 7.3.1.8 A person awarded a contract will not be permitted to sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned.
- 7.3.1.9 No tender will be awarded to a bidder whose tax matters are not in order with SARS.
- 7.3.1.10 No tender will be awarded to a bidder who is not registered on CSD.

7.3.2 Formula for scoring tender price

The following formula will be used to calculate the points for price.

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

Where

P_s = Points scored for comparative price of tender under consideration

P_t = Comparative price of tender under consideration

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

X = **Points** assigned to price

7.3.3 The total preference points for a tender are calculated with the formula

$$PP = P_s + P_{bee}, \text{ where}$$

PP is the total number of preference points scored by the tenderer

P_s is the points scored for the comparative price of the tenderer, and

P_{bee} is the number of points awarded to the tenderer based on his certified B-BBEE status level

7.4 Risk Tolerance

The JDA has adopted a Risk Tolerance Framework (RTF) which enjoins the JDA to consider its risk exposure to contractors / service providers in terms of the number of contracts awarded to a single contractor / service provider in a particular year.

In terms of the Risk Tolerance Framework, the JDA determines the risk exposure as excessive in instances where the value of the contracts for **individual** professional service providers (eg. project managers / engineers / quantity surveyors / consultants) is either:

1. The greater of R8 million or four contracts / projects in the current financial year or
2. The greater of R12 million or six contracts / projects over two financial years (current year and previous financial year)

And in instances where the value of contracts for **multi-disciplinary** professional service providers (eg. where more than one discipline / service is provided by the same bidder) is either:

3. The greater of R12 million or six contracts / projects in the current financial year or
4. The greater of R20 million or nine contracts / projects over two financial years (current year and previous financial year)

A risk analysis shall be undertaken on the bidder with the highest number of points obtained, to determine whether the tenderer does not exceed the JDA's risk framework criteria as stated above. In other words, whether it falls within the ambit of the Risk Tolerance Framework as acceptable.

JDA reserves the right to award a contract to a bidder who has exceeded the threshold as stated above.

8. CLOSING DATE, TIME AND VENUE FOR SUBMISSIONS

The completed tender document shall be placed in a sealed envelope. The words:

“Electrical and Mechanical Engineer- Alexandra Hospice/Marlboro South Light Industrial Business Complex: AHMSC/ CN004”

OR

“Project Manager: Alexandra Hospice/Marlboro South Light Industrial Business Complex: AHMSC / CN005”

OR

“Civil and Structural Engineer: Alexandra Hospice/Marlboro South Light Industrial Business Complex: AHMSC / CN006”

must be written / typed clearly on the envelope.

The envelope must be deposited in the tender box at the **Johannesburg Development Agency, Ground Floor, The Bus Factory, 3 Helen Joseph Street (Formerly President Street), Newtown** only between the hours of 08H00 and 17H00.

PLEASE TAKE CAREFUL NOTE Tender closing will be as follows;

12:00pm on Tuesday 26 February 2019

Bids will be stamped on receipt. There will be a public opening of tenders from 12:00.

NO LATE / TELEPHONIC / FAXED / POSTAL TENDERS WILL BE ACCEPTED OR CONSIDERED.

The Johannesburg Development Agency's selection of qualifying tenders shall be in the Johannesburg Development Agency's sole discretion and shall be final. The Johannesburg Development Agency does not bind itself to accept any particular tender and no correspondence will be entered into.

Unsuccessful bidders will have the opportunity to query the award or decision within twenty-one (21) calendar days from the day of notification.

The tender offer validity period for this tender is 120 days.

Queries can be addressed in writing to:
Nombuso Mtsweni
E-mail: nxumalo@jda.org.za

ANNEXURE A : BUSINESS DECLARATION

Tender/RFP Number :

Tender/RFP Description :

Name of Company :

Contact Person :

Postal Address :

.....

Physical Address :

.....

Telephone Number :

Fax Number :

Cell Number :

E-mail Address :

Company/enterprise Income

Tax Reference Number :

(Insert personal income tax number if a one person business and personal income tax numbers of all partners if a partnership)

VAT Registration Number :

Company Registration Number :

1. Type of firm

- Partnership
- One person business/sole trader
- Close corporation
- Public company
- Private company

(Tick one box)

2. Principal business activities

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

3. Total number of years company has been in business:

4. Detail all trade associations/professional bodies in which you have membership

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

5. Did the firm exist under a previous name?

- Yes
- No

(Tick one box)

If yes, what was its previous name?

6. How many permanent staff members are employed by the firm:

Full Time :

Part Time :

7. In the case of a firm which renders services for different disciplines, how many permanent staff members are employed by the firm in the discipline for which you are tendering:

Full Time :

Part Time :

8. What is the enterprise's annual turnover for the last three years and what is the estimated turnover of current commitments from 1 July 2016 to 30 June 2017 (excl. VAT):

R Year

R Year

R Year

R Year

9. List all contracts which your company is engaged in and have not yet completed:

CONTRACT DESCRIPTION	LOCATION	COMPANY/ EMPLOYER	PROJECT VALUE	ESTIMATED FEES	EXPECTED COMPLETION (MONTH & YEAR)

10. Banking details

I/We hereby request and authorize you to pay any amounts which may accrue to me/us to the credit of my/our account with the mentioned bank.

I/We understand that the credit transfers hereby authorized will be processed by computer through a system known as the "ACB Electronic Fund Transfer Service" and

I/We also understand that no additional advice of payment will be provided by my/our bank, but details of each payment will be printed on my/our bank statement or any accompanying voucher.

This authority may be cancelled by me/us giving **30 days'** notice in writing.

BANK :

BRANCH :

BRANCH CODE :

ACCOUNT NUMBER :

ACCOUNT HOLDER :

TYPE OF ACCOUNT :

CONTACT PERSON :

CONTACT NUMBER :

PLEASE INCLUDE ORIGINAL SIGNED AND STAMPED LETTER FROM THE BANK CONFIRMING THE COMPANY'S BANKING DETAILS, PHOTOSTAT COPIES AND LETTERS BEARING ELECTRONIC SIGNATURES WILL NOT BE ACCEPTABLE.

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the company, affirms that the information furnished in response to this request for proposal is true and correct:

SIGNATURE :

NAME IN FULL :

CAPACITY :

DULY AUTHORIZED TO SIGN ON BEHALF OF:

DATE :

COMPANY STAMP

ANNEXURE B: DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state*.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
 - 3.1 Full Name:
 - 3.2 Identity Number:
 - 3.3 Position occupied in the company (director, trustees, shareholder**)
 - 3.4 Company Registration Number:
 - 3.5 Tax Reference Number:
 - 3.6 VAT Registration Number:
 - 3.7 The names of all directors / trustees / shareholders / members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
 - 3.8 Are you presently in the service of the state* **YES / NO**

If yes, furnish particulars

.....

.....
 - 3.9 Have you been in the service of the state for the past twelve months? **YES / NO**

If yes, furnish particulars

.....

.....
 - 3.10 Do you, have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
If yes, furnish particulars

.....
.....

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

If yes, furnish particulars

.....
.....

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

If yes, furnish particulars

.....
.....

3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

If yes, furnish particulars

.....
.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders or stakeholders of this company have any interest in any other related companies or businesses whether or not they are bidding for this contract? **YES / NO**

If yes, furnish particulars

.....
.....

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

FULL NAME	IDENTITY NUMBER	STATE EMPLOYEE NUMBER

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
 Signature

.....
 Position

.....
 Name of Bidder

.....
 Date

- * MSCM Regulations: "in the service of the state" means to be –
 - (a) a member of –
 - (i) Any municipal council;
 - (ii) any provincial legislature; or
 - (iii) the national Assembly or the national Council of provinces;
 - (b) a member of the board of directors of any municipal entity;
 - (c) an official of any municipality or municipal entity;
 - (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
 - (e) a member of the accounting authority of any national or provincial public entity; or
 - (f) an employee of Parliament or a provincial legislature.

** "Stakeholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

ANNEXURE C: DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? (To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		

Item	Question	Yes	No
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Does the bidder, or any of its directors owe any municipal taxes and rates or municipal charges to the municipality/municipal entities or to any other municipality/municipal entity, that is in arrears for more than three (3) months?	Yes <input checked="" type="checkbox"/>	No <input checked="" type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality/municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input checked="" type="checkbox"/>	No <input checked="" type="checkbox"/>

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
 Signature

.....
 Position

.....
 Name of Bidder

.....
 Date

10. ANNEXURE D: PARTICULARS OF CONTRACTS AWARDED BY AN ORGAN OF STATE* DURING THE LAST 5 YEARS cont.**

EMPLOYER	CONSULTING ENGINEER	NATURE OF WORK	VALUE OF WORK	YEAR COMPLETED

***** Organ of State means-**

- ◆ a) a national or provincial department;
- ◆ b) a municipality;
- ◆ c) a constitutional institution defined in the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- ◆ d) Parliament;
- ◆ e) a provincial legislature;
- ◆ f) any other institution or category of institutions included in the definition of “organ of state” in section 239 of the Constitution and recognised by the [Minister](#) by notice in the *Government Gazette* as an institution or category of institutions to which [this Act](#) applies

.....
 Signature
 (of person authorised to sign on behalf of the organisation)

.....
 Position

.....
 Name of Bidder

.....
 Date

ANNEXURE E : CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

for
Alexandra Hospice & Marlboro South Light Industrial Business Complex
in response to the invitation for the bid made by:

Johannesburg Development Agency

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

I certify, on behalf of:

_____ that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraph 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation);
 - (c) methods, factors or formulas used to calculate prices;

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

.....
Signature

.....
Position

.....
Name of Bidder

.....
Date

ANNEXURE F : FORM OF AGREEMENT (for information only)

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APPENDIX 4
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STANDARD FORM AGREEMENT FOR THE APPOINTMENT OF CONSULTANTS

1. DEFINITIONS

Unless otherwise expressly stated, or the context otherwise requires, the words and expressions listed below shall, when used in this Agreement, including this clause, bear the meanings ascribed to them:

- 1.1 "Agreement" means this Agreement together with all of the other documents referred to in this Agreement and all of its appendices;
- 1.2 "Client" means Johannesburg Development Agency (Proprietary) Limited, a company duly registered in accordance with the company laws of the Republic of South Africa, having registration number 2001/005101/07;
- 1.3 "Consultant" means; **XXXXXXXXXX**
- 1.4 "Parties" means the Client and the Consultant and the term "Party" shall have a corresponding meaning as and where applicable;
- 1.5 "Project" means the project so named and described in Appendix 1;
- 1.6 "Scope of Services" means the professional services to be rendered for and on behalf of the Client by the Consultant as set out in Appendix 2 ;
- 1.7 "Services" means the professional services to which reference is made in the Scope of Services;
- 1.8 "Time Schedule" means the time period stated in Appendix 3 for achieving interim milestones and the completion of the Scope of Services.

2. INTRODUCTION

- 2.1 The Client wishes to execute the Project described in Appendix 1.
- 2.2 The Client has agreed to appoint the Consultant in order to execute the Scope of Services set out in Appendix 2.
- 2.3 The Parties wish to record the terms of their Agreement in writing.

3. APPOINTMENT

- 3.1 The Client hereby appoints the Consultant, who hereby accepts this appointment to carry out the Scope of Services set out in Appendix 2.
- 3.2 The Consultant is appointed as an independent contractor and not as an employee of the Client. Save as expressly authorised in the Scope of Services the Consultant shall have no authority to hold himself out to be the agent of the Client and/or to commit the Client to any contract or obligation of whatsoever nature, save as expressly set out in this Agreement.

- 3.3 The Consultant may not conclude any subcontract for the performance of all or part of the Services without the prior written consent of the Client.
- 3.4 The Consultant shall not incur any disbursements which exceed (or which together with the disbursements previously made exceed) the amount, if any, specified in the contract document without the prior written consent of the Client.

4. DURATION OF THIS AGREEMENT

- 4.1 Subject to the provisions of clause 14 below, this Agreement shall take effect on the date of signature hereof or the date upon which the Consultant commences to execute the Services provided for in the contract document, whichever date is the earlier.
- 4.2 The Consultant shall proceed in accordance with the Time Schedule set out in the contract document subject to any extensions agreed upon between the Parties in accordance with the provisions of this Agreement.

5. SCOPE OF SERVICES

The Consultant shall execute the Services in accordance with the provisions of Appendix 2 within the Time Schedule set out in Appendix 3.

6. THE CLIENT

The Client shall:-

- 6.1 designate a Client's representative who shall be named and who shall be available at all reasonable times to liaise with the Consultant. The Client may change the identity of the Client's representative by notice to the Consultant;
- 6.2 timeously and accurately specify its requirements and provide information, decisions and instructions to the Consultant relating to all aspects of the Project;
- 6.3 advise the Consultant of the appointment of other professional service providers for the Project;
- 6.4 prior to the appointment of any contractor, advise the Consultant of such appointment and which standard form of agreement the Client intends to utilise;
- 6.5 if requested to do so by the Consultant, provide proof of available funding for the Project;
- 6.6 co-operate with the Consultant and shall not prevent or obstruct the proper performance of the Consultant in the execution of his duties;
- 6.7 instruct all other professional service providers to co-operate with the Consultant and to comply with and adhere to all reasonable requests and directives issued by the Consultant.

7. THE CONSULTANT

The Consultant shall:-

- 7.1 execute the Services accurately and timeously in accordance with the Scope of Services;
- 7.2 exercise reasonable professional skill, care and diligence in the performance of the Services;
- 7.3 attend meetings as and when required by the Client and shall provide the Client with any information which may pertain to the Scope of Services;
- 7.4 give his decision in writing on all matters properly referred to him by the Client within a reasonable time period so as not to delay the timeous completion of the Scope of Services;
- 7.5 if authorised to certify, determine or exercise discretion between the Client and any third party, not as an arbitrator but as an independent professional exercising his judgement with reasonable skill, care and diligence;
- 7.6 designate an official or individual to be his representative and shall designate an individual to liaise with the Client's representative;
- 7.7 maintain registration with the Consultant's professional association throughout the duration of this Agreement;
- 7.8 advise the Client of any change in the effective control of the Consultant.

8. REMUNERATION AND PAYMENT

- 8.1 The Client shall pay the Consultant the professional fees calculated in accordance with the conditions and details set out in Appendix 4.
- 8.2 Should the Client instruct the Consultant to execute additional services, remuneration in respect of such additional services shall be agreed upon in writing between the Parties.
- 8.3 All amounts due to the Consultant shall be paid within 28 days of the date of the Consultant's invoice, unless otherwise stated in Appendix 4.
- 8.4 Payment shall be made in accordance with the procedures set out in Appendix 4.
- 8.5 The Consultant shall not commence any additional Services and/or any Services other than those specified in Appendix 2 until such time as the Client has given its written approval to commence with such Services and the Parties have agreed in writing upon the payment to be made to the Consultant in respect of such Services.
- 8.6 The Consultant shall maintain up to date records which clearly identify all relevant information, the time spent and expenses incurred in executing the Services and shall make these records available to the Client on reasonable request. The Client shall be entitled to nominate a firm of auditors to audit any amount claimed by the Consultant. The audit shall be conducted during normal working hours at the office where the Consultant's records are maintained.

9. LIABILITY

- 9.1 The Consultant shall be liable to pay damages to the Client arising out of or in connection with a breach of his obligations in terms of this Agreement. The Consultant shall not however be liable to pay consequential damages to the Client unless such consequential damages are claimed as a consequence of the Consultant's deliberate default, fraud, fraudulent misconduct or fraudulent misrepresentations.

- 9.2 The Consultant hereby indemnifies the Client and holds the Client harmless against any loss or damage that may be suffered by the Client arising from or by reason of the failure of the Consultant to comply with his obligations in terms of this Agreement.
- 9.3 The maximum amount of compensation payable by the Consultant to the Client in respect of the Consultant's liability in terms of this Agreement or as a result of work executed by the Consultant in terms of this Agreement is limited to the amount becoming available under the professional indemnity insurance stated in Appendix 1. Notwithstanding the foregoing, the Consultant's liability to the Client shall be unlimited in cases of deliberate default, fraud, fraudulent misconduct or fraudulent misrepresentations.
- 9.4 If and to the extent that any design plan/s or other documentation prepared or submitted by the Consultant to the Client is approved by the Client, such approval shall not limit the professional liability of the Consultant in respect thereof. The Consultant shall remain professionally liable in respect of such designs, plans and/or other documentation notwithstanding any approval which may have been granted by the Client.

10. PROFESSIONAL INDEMNITY INSURANCE

- 10.1 The Consultant shall at his own cost and expense maintain professional indemnity insurance to the limit of cover so stated in Appendix 1 and shall issue to the Client a certificate to that effect from the underwriting company or broker.
- 10.2 The professional indemnity insurance shall remain in effect for a period of not less than 5 years after the termination of this Agreement, whether by reason of the completion of the Project or for any other reason whatsoever.

11. CONFIDENTIALITY

- 11.1 The Parties agree that the terms of this Agreement and all confidential and proprietary information of the Parties communicated to them in connection with this Agreement will be received in strict confidence and be used only for the purposes of this Agreement. Each Party will use the same means as it uses to protect its own confidential information, but in no event less than reasonable means, to prevent the disclosure and to protect the confidentiality of such information. No such information will be disclosed by the recipient Party, its agents, representatives or employees without the prior written consent of the other Party.
- 11.2 For the purpose of this Agreement "confidential and proprietary information" shall mean any information and data of a confidential nature, including, but not limited to, technical, research, development, manufacturing, operation, performance, cost or process information and know-how, samples, models, apparatus, if any, and all data bearing media containing information such as techniques, which are made available by either Party to the other pursuant to this Agreement.
- 11.3 These provisions do not apply to information which is:
- 11.3.1 publicly known or becomes publicly known through no unauthorised act of the recipient Party;
 - 11.3.2 rightfully received by the recipient Party from a third party;
 - 11.3.3 independently developed by the recipient Party without use of the other Party's information;
 - 11.3.4 disclosed by the other Party to a third party without similar restrictions;

- 11.3.5 required to be disclosed pursuant to a requirement of a governmental agency or any applicable law, so long as the Party required to disclose the information gives the other Party prior notice of such disclosure; or
- 11.3.6 publicly disclosed with the other Party's written consent in terms of clause 11.1 above.
- 11.4 All media releases, public announcements and public disclosures by any Party or their respective employees or agents relating to this Agreement or its subject matter, including without limitation promotional marketing material, will be co-ordinated with and approved by each Party prior to the release thereof. The foregoing will not apply to any announcement intended solely for internal distribution by any Party or to any disclosure required by legal, accounting or regulatory requirements beyond the reasonable control of the Party in question.
- 11.5 The obligations under this clause 11 shall survive the termination of this Agreement.

12. COPYRIGHT

- 12.1 Copyright in all documents, drawings and other material of whatsoever nature prepared or produced by the Consultant during the course and scope of his appointment relating to the Project and the Scope of Services shall vest in the Client and the Consultant hereby undertakes in favour of the Client to take whatever action may be necessary in order to transfer ownership of the copyright in all such material to the Client.
- 12.2 Upon termination of this Agreement, the Consultant shall deliver to the Client the originals of all plans, designs and other documents in its possession relating to and/or in connection with the Project.

13. CONFLICT OF INTEREST AND CORRUPTION

- 13.1 The Consultant shall disclose in writing to the Client any interest or involvement in the Project other than his professional interest in terms of this Agreement.
- 13.2 The Client shall be entitled to terminate this Agreement with immediate effect if the Consultant is guilty of:-
 - 13.2.1 offering, giving, receiving or soliciting anything of value with a view to influencing unlawfully the behaviour or action of anyone, directly or indirectly, in the execution of the Project;
 - 13.2.2 misinterpretation of facts in order to influence a selection process or the execution of any contract, including the use of collusive practices intended to stifle or reduce the benefits of free and open competition.

14. TERMINATION AND SUSPENSION

- 14.1 The Client may terminate this Agreement or suspend or terminate all or part of this Agreement for any reason whatsoever and in its absolute discretion by giving 30 days' notice in writing to the Consultant, who shall make immediate arrangements to stop the Services and to minimise further expenditure, save that the Consultant shall remain entitled to payment of such fees or other consideration as may be due to him in respect of work done prior to the termination of his appointment. The Consultant shall not be entitled to payment of any compensation arising from or in connection with the termination of his appointment in terms of this clause.

- 14.2 The Consultant may terminate this Agreement by giving 30 days' notice in writing to the Client if:-
- 14.2.1 payment has not been made of any invoice issued by the Consultant within 30 days of the due date for payment;
 - 14.2.2 the services have been suspended by the Client for a period in excess of 6 months.
- 14.3 On termination of this Agreement, the Consultant shall deliver to the Client, the originals and all copies of documents prepared by the Consultant for the purposes of executing the Project.

15. DISPUTES AND ARBITRATION

- 15.1 If any dispute arises out of or in connection with this Agreement, representatives of the Parties with authority to settle the dispute will, within 14 days of a written request from one Party to the other, meet in good faith in an effort to resolve the dispute. If the dispute is not resolved at that meeting, the Parties will attempt to settle it by mediation in accordance with clause 15.2.
- 15.2 Unless otherwise agreed between the Parties or stated in Appendix 1, the Parties shall attempt to agree upon a neutral mediator from a panel list held by the independent mediation centre named in Appendix 1. Should the Parties be unable to agree within 14 days of a notice from one Party to the other requesting mediation then either Party may request that a mediator be appointed by the Association of Arbitrators of Southern Africa. The appointment by the President shall be binding on the Parties unless they agree to another named mediator at any time.
- 15.3 When the mediator has been appointed on his terms and conditions of engagement, either Party can initiate the mediation by giving the other Party a notice in writing requesting a start to the mediation. The mediation will start not later than 21 days after the date of the notice.
- 15.4 The mediation shall be conducted in accordance with the procedure required by the appointed mediator unless stipulated otherwise in Appendix 1. If the procedures are stated in Appendix 1, then the appointed mediator shall be required to follow those procedures but shall at any time be able to propose to the Parties for their joint approval any alternative procedure.
- 15.5 All negotiations or discussions carried out in the mediation shall be conducted in confidence and are not to be referred to in any concurrent or subsequent proceedings, unless they conclude with a written legally binding agreement. If the Parties accept the mediator's recommendations, or otherwise reach agreement on the resolution of the dispute, such agreement shall be recorded in writing and, once signed by the designated representatives, shall be binding on the Parties.
- 15.6 If no agreement is reached, either Party may invite the mediator to provide to both Parties a non-binding opinion in writing on the dispute. Such opinion shall not be used in evidence in any concurrent or subsequent proceedings, without the prior written consent of both Parties.
- 15.7 The Parties will bear their own costs of preparing and submitting evidence to the mediator. The costs of the mediation and of the mediator's services shall be borne equally between the Parties unless otherwise agreed and recorded in accordance with clause 15.4

- 15.8 No Party may commence an arbitration of any dispute relating to this Agreement until it has attempted to settle the dispute with the other Party by mediation and either the mediation has terminated or the other Party has failed to participate in the mediation, provided, however, that either Party may commence arbitration if the dispute has not been settled within 90 days of the giving of the notice under clause 15.3.
- 15.9 If the mediation fails then the Parties will attempt jointly to make a written record of those matters (if any) relating to the dispute which have been agreed to by them, for submission in any later arbitration. The mediator's role will cease, at the latest, upon the commencement of any arbitration. The mediator will not be available to appear as a witness in the arbitration, nor to provide any additional evidence obtained during the mediation.
- 15.10 Unless stated otherwise in Appendix 1, any arbitration arising out of or in connection with this Agreement shall be undertaken in accordance with the Rules of the Association of Arbitrators of Southern Africa by one or more arbitrators appointed in accordance with the said Rules.

16. NOTICES AND LEGAL PROCESS

- 16.1 Each Party chooses as its address for all purposes under this Agreement ("chosen address"), whether for serving any court process or documents, giving any notice, or making any other communications of whatsoever nature and for any other purpose arising from this Agreement ("notice"), as follows :

CLIENT	JOHANNESBURG DEVELOPMENT AGENCY (PTY) LTD THE BUS FACTORY 3 HELEN JOSEPH STREET NEWTOWN JOHANNESBURG
--------	---

FAX : 011 688 7899

CONSULTANT	XXXXXXXXXXXXXXXXXXXX
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XXXXXXXXXXXXXXXXXXXX

- 16.2 Any notice required or permitted under this Agreement shall be valid and effective only if in writing.
- 16.3 Any Party may by notice to the other Party change its chosen address to another physical address in the Republic of South Africa and such change shall take effect on the seventh day after the date of receipt by the Party who last receives the notice.

- 16.4 Any notice to a Party contained in a correctly addressed envelope and delivered by hand to a responsible person during ordinary business hours at its chosen address, shall be deemed to have been received on the date of delivery.
- 16.5 Notwithstanding anything to the contrary herein, a written notice actually received by a Party, including a notice sent by telefax, shall be an adequate notice to it notwithstanding that it was not sent or delivered to its chosen address.

17. INTERPRETATION

- 17.1 Clause and paragraph headings are for purposes of reference only and shall not be used in interpretation.
- 17.2 Unless the context clearly indicates a contrary intention, any word connoting:
 - 17.2.1 any gender includes the other two genders;
 - 17.2.2 the singular includes the plural and vice versa;
 - 17.2.3 natural persons includes artificial persons and vice versa;
 - 17.2.4 insolvency includes provisional or final sequestration, liquidation or judicial management.
- 17.3 A reference to a Business Day is a reference to any day excluding Saturday, Sunday and a public holiday in the Republic of South Africa.
- 17.4 When any number of days is prescribed such number shall exclude the first and include the last day unless the last day falls on a Saturday, Sunday, or a public holiday in the Republic of South Africa, in which case the last day shall be the next succeeding Business Day.
- 17.5 A reference to an enactment is a reference to that enactment as at the date of signature hereof and as amended or re-enacted from time to time.
- 17.6 The rule of interpretation that a written agreement shall be interpreted against the Party responsible for the drafting or preparation of that agreement shall not apply.
- 17.7 If any provision in a definition is a substantive provision conferring rights or imposing obligations on any Party, notwithstanding that it is only in the definitions clause, effect shall be given to it as if it were a substantive provision in the body of the Agreement.
- 17.8 The eiusdem generis rule shall not apply and accordingly, whenever a provision is followed by the word "including" and specific examples, such examples shall not be construed so as to limit the ambit of the provision concerned.
- 17.9 Where any term is defined within the context of any particular clause in this Agreement, then, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, the term so defined shall bear the meaning ascribed to it for all purposes in terms of this Agreement, notwithstanding that that term has not been defined in the definition clause.

18. GENERAL AND MISCELLANEOUS

18.1 SOLE RECORD OF AGREEMENT

This Agreement constitutes the sole record of the agreement between the Parties with regard to the subject matter hereof. No Party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein.

18.2 NO AMENDMENTS EXCEPT IN WRITING

No addition to, variation of, or agreed cancellation of, this Agreement shall be of any force or effect unless in writing and signed by or on behalf of the Parties.

18.3 WAIVERS

No relaxation or indulgence which any Party may grant to any other shall constitute a waiver of the rights of that Party and shall not preclude that Party from exercising any rights which may have arisen in the past or which might arise in future.

18.4 SURVIVAL OF OBLIGATIONS

Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement shall survive any termination or expiration of this Agreement and continue in full force and effect.

18.5 APPROVALS AND CONSENTS

An approval or consent given by a Party under this Agreement shall only be valid if in writing and shall not relieve the other Party from responsibility for complying with the requirements of this Agreement nor shall it be construed as a waiver of any rights under this Agreement except as and to the extent otherwise expressly provided in such approval or consent, or elsewhere in this Agreement.

18.6 NON-ASSIGNMENT

The Consultant shall not cede or assign its rights or obligations in terms of this Agreement to any third party without the prior written consent of the Client.

19. GOVERNING LAW

The law governing this Agreement, including without limitation its interpretation and all disputes arising out of this Agreement, is the law of South Africa.

Signed at _____ on _____ 2018
XX

(CLIENT) who by signature hereof warrants authorisation hereto

Signed at _____ on _____ 2018
XX_____

(CONSULTANT) who by signature hereof warrants authorisation hereto

ANNEXURE G: APPENDICES TO CONTRACT

APPENDIX 2

SCOPE OF SERVICES

The URBAN DESIGNER/ ARCHITECTS shall provide the following the services which are to be read in conjunction with items 3.6 and 4.2 in the request for proposal :

STAGE 1: APPRAISAL & DEFINITION OF THE PROJECT

- 1.1 Receive, appraise and report on the client's requirements with particular regard to site information, planning and statutory regulations and budget.
- 1.2 Advise the client on procedures to meet the requirements.

STAGE 2 : DESIGN CONCEPT

- 2.1 Advised by any consultants appointed, prepare a design concept in broad outline showing space provisions, planning relationships, materials and services intended to be used.
- 2.2 Advise the client on the technical and functional characteristics of the project as proposed, the estimated costs in relation to the budget and the anticipated project programme.

STAGE 3 : DESIGN DEVELOPMENT

- 3.1 Develop the design concept in sufficient detail to define the construction of the works, spatially co-ordinate the work designed by consultants and specialists and review the design with the relevant authorities.

STAGE 4 : TECHNICAL DOCUMENTATION

- 4.1 Prepare construction documentation (including detailed working drawings and specifications) and co-ordinate the documentation with the work designed by consultants and specialists.
- 4.2 Obtain all approvals (including building plan approval) from the relevant authorities prior to giving possession of the site to the contractor.
- 4.3 Review the estimated cost of the works in relation to the budget.
- 4.4 Prepare and compile documents to procure offers for the execution of the works, as required by the client.

STAGE 5: CONTRACT ADMINISTRATION AND INSPECTION

- 5.1 Monitor construction and the adherence to the drawings and specifications on a continuous basis.

STAGE 6: PROJECT CLOSE OUT

- 6.1 Provide the client with the updated design plan based on as-built information [including before and after photographic record], as-built drawings, certificates, maintenance and operating manuals, relevant technical data and guarantees from suppliers on completion of the works.

APPENDIX 2 SCOPE OF SERVICES

The **PROJECT MANAGER** shall provide the following the services which are to be read in conjunction with items in the request for proposal:

STAGE 1: PROJECT INITIATION AND BRIEFING

- 1.1 Facilitate the development of a clear Precinct brief.
- 1.2 Establish the client's Procurement Policy for the project.
- 1.3 Assist the client in the procurement of the necessary and appropriate consultants including the clear definition of their roles, responsibilities and liabilities.
- 1.4 Establish in conjunction with the client, consultants and all relevant partners and authorities the precinct characteristics necessary for the proper design and approval of the intended projects within the precinct.
- 1.5 Manage the integration of the preliminary design to form the basis for the initial viability assessment of the precinct.
- 1.6 Prepare, co- ordinate and monitor a precinct initiation programme.
- 1.7 Facilitate the preparation of the preliminary viability assessment of the project.
- 1.8 Facilitate client approval of all Stage 1 documentation.

STAGE 2: CONCEPT AND FEASIBILITY

- 2.1 Assist the client in the procurement of the necessary and appropriate consultants including the clear definition of their roles, responsibilities and liabilities.
- 2.2 Advise the client on the requirement to appoint a Health and Safety Consultant.
- 2.3 Communicate the project brief to the consultants and monitor the development of the concept and feasibility within the agreed brief.
- 2.4 Co-ordinate and integrate the income stream requirements of the client into the concept design and feasibility.
- 2.5 Agree the format and procedures for cost control and reporting by the cost consultants on the project.
- 2.6 Manage and monitor the preparation of the project costing by other consultants.
- 2.7 Prepare and co-ordinate an indicative project documentation and construction programme.
- 2.8 Manage and integrate the concept and feasibility documentation for presentation to the client for approval.
- 2.9 Facilitate client approval of all Stage 2 documentation.

STAGE 3: DESIGN DEVELOPMENT

- 3.1 Assist the client in the procurement of the balance of the consultants including the clear definition of their roles, responsibilities and liabilities.
- 3.2 Establish and co-ordinate the formal and informal communication structure, processes and procedures for the design development of the project.
- 3.3 Prepare, co-ordinate and agree a detailed design and documentation programme, based on an updated indicative construction programme, with all consultants.

- 3.4 Manage, co-ordinate and integrate the design by the consultants in a sequence to suit the project design, documentation programme and quality requirements.
- 3.5 Conduct and record the appropriate planning, co-ordination and management meetings.
- 3.6 Facilitate any input from the design consultants required by the construction manager on constructability.
- 3.7 Facilitate any input from the design consultants required by the Health and Safety consultant.
- 3.8 Manage and monitor the timeous submission by the design team of all plans and documentation to obtain the necessary statutory approvals.
- 3.9 Establish responsibilities and monitor the information flow between the design team, including the cost consultants.
- 3.10 Monitor the preparation by the cost consultants of cost estimates, budgets, and cost reports.
- 3.11 Monitor the cost control by the cost consultants to verify progressive design compliance with approved budget, including necessary design reviews to achieve budget compliance.
- 3.12 Facilitate and monitor the timeous technical co ordination of the design by the design team.
- 3.13 Facilitate client approval of all Stage 3 documentation.

STAGE 4: TENDER DOCUMENTATION AND PROCUREMENT

- 4.1 Select, recommend and agree the procurement strategy for contractors, subcontractors and suppliers with the client and consultants.
- 4.2 Prepare and agree the project procurement programme.
- 4.3 Co-ordinate and monitor the preparation of the tender documentation by the consultants in accordance with the project procurement programme.
- 4.4 Facilitate and monitor the preparation by the Health and Safety Consultant of the Health and Safety specification for the project.
- 4.5 Manage the tender process in accordance with agreed procedures, including calling for tenders, adjudication of tenders, and recommendation of appropriate contractors for approval by the client.
- 4.6 Advise the client, in conjunction with other consultants, on the appropriate insurances required for the implementation of the project.
- 4.7 Monitor the reconciliation by the cost consultants of the tender prices with the project budget.
- 4.8 Agree the format and procedures for monitoring and control by the cost consultants of the cost of the works.
- 4.9 Facilitate client approval of the tender recommendation/s.

STAGE 5: CONSTRUCTION DOCUMENTATION AND QUALITY MANAGEMENT

- 5.1 Appoint contractor/s on behalf of the client including the finalisation of all agreements.
- 5.2 Instruct the contractor on behalf of the client to appoint subcontractors.
- 5.3 Receive, co ordinate, review and obtain approval of all contract documentation provided by the contractor, subcontractors, and suppliers for compliance with all of the contract requirements.
- 5.4 Monitor the ongoing projects insurance requirements.
- 5.5 Facilitate the handover of the site to the contractor.
- 5.6 Establish and co-ordinate the formal and informal communication structure and procedures for the construction process.
- 5.7 Regularly conduct and record the necessary meetings.
- 5.8 Monitor, review and approve the preparation of the contract programme by the contractor.
- 5.9 Regularly monitor the performance of the contractor against the contract programme.
- 5.10 Review and adjudicate circumstances and entitlements that may arise from any changes required to the contract programme.

- 5.11 Monitor the preparation of the contractor's Health and Safety Plan and approval thereof by the Health and Safety consultant.
- 5.12 Monitor the preparation of the contractor's Health and Safety Plan by the Health and Safety Consultant.
- 5.13 Monitor the compliance by the contractors of the requirements of the Health and Safety Consultant.
- 5.14 Monitor the production of the Health and Safety File by the Health and Safety Consultant and contractors.
- 5.15 Monitor the preparation by the Environmental Consultants of the Environmental Management Plan.
- 5.16 Establish the construction information distribution procedures.
- 5.17 Agree and monitor the construction documentation schedule for timeous delivery of required information to the contractors.
- 5.18 Expedite, review and monitor the timeous issue of construction information to the contractors.
- 5.19 Manage the review and approval of all necessary shop details and product proprietary information by the design consultants.
- 5.20 Establish procedures for monitoring, controlling and agreeing all scope and cost variations.
- 5.21 Agree the quality assurance procedures and monitor the implementation thereof by the consultants and contractors.
- 5.22 Monitor, review, approve and certify monthly progress payments.
- 5.23 Receive, review and adjudicate any contractual claims.
- 5.24 Monitor the preparation of monthly cost reports by the cost consultants.
- 5.25 Monitor long lead items and off site production by the contractors and suppliers.
- 5.26 Prepare monthly project reports including submission to the client.
- 5.27 Manage, co-ordinate and monitor all necessary testing and commissioning by consultants and contractors.
- 5.28 Co-ordinate, monitor and issue the practical completion lists and certificate of practical completion.
- 5.29 Co-ordinate and monitor the preparation and issue of the Works Completion List by the consultants to the contractors.
- 5.30 Monitor the execution by the contractors of the defects items to achieve Works Completion.
- 5.31 Facilitate and co-ordinate adequate access with the occupant for the rectification of defects by the contractors.

STAGE 6: PROJECT CLOSE OUT

- 6.1 Issue the Works Completion Certificate.
- 6.2 Manage, co ordinate and expedite the preparation by the design consultants of all as built drawings and design documentation.
- 6.3 Manage and expedite the procurement of all operating and maintenance manuals as well as warranties and guarantees.
- 6.4 Manage and expedite the procurement of all statutory compliance certificates and documentation.
- 6.5 Manage the finalization of the Health and Safety File for submission to the client.
- 6.6 Co-ordinate, monitor and manage the rectification of defects during the Defects Liability Period.
- 6.7 Manage, co-ordinate and expedite the preparation and agreement of the final account by the cost consultants with relevant contractors.
- 6.8 Co-ordinate, monitor and issue the Final Completion defects list and Certificate of Final Completion.
- 6.9 Prepare and present Project Closeout Report.

APPENDIX 2

SCOPE OF SERVICES

The **CIVIL AND STRUCTURAL ENGINEERS** shall provide the following services which are to be read in conjunction with items 3.3, 3.8, 4.3, and 4.8 in the request for proposal:

1 STAGE 1: INCEPTION

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

- 1.1 Assist in developing a clear project brief.
- 1.2 Attend project initiation meetings.
- 1.3 Advise on procurement policy for the project,
- 1.4 Advise on the rights, constraints, consents and approvals.
- 1.5 Define the scope of services and scope of work required.
- 1.6 Conclude the terms of the agreement with the client.
- 1.7 Inspect the site and advise on the necessary surveys, analyses, tests and site or other investigations where such information will be required for Stage 2 including the availability and location of infrastructure and services.
- 1.8 Determine the availability of data, drawings and plans relating to the project.
- 1.9 Advise on criteria that could influence the project life cycle cost significantly.
- 1.10 Provide necessary information within the agreed scope of the project to other consultants involved.

Deliverables will typically include:

- Agreed scope of services and scope of work.
- Signed agreement.
- Report on project, site and functional requirements.
- Schedule of required surveys, tests, analyses, site and other investigations.
- Schedule of consents and approvals.

2 STAGE2: CONCEPT AND VIABILITY

(Defined as: Prepare and finalise the project concept in accordance with the brief, including project scope, scale, character, form and function, plus preliminary programme and viability of the project)

- 2.1 Agree documentation programme with principal consultant and other consultants involved.
- 2.2 Attend design and consultants' meetings.
- 2.3 Establish the concept design criteria.
- 2.4 Prepare initial concept design and related documentation.
- 2.5 Advise the client regarding further surveys, analyses, tests and investigations which may be required.
- 2.6 Establish regulatory authorities' requirements and incorporate into the design.
- 2.7 Refine and assess the concept design to ensure conformance with all regulatory

- requirements and consents.
- 2.8 Establish access, utilities, services and connections required for the design.
 - 2.9 Coordinate design interfaces with other consultants involved.
 - 2.10 Prepare preliminary process designs, preliminary designs, and related documentation for approval by authorities and client and suitable for costing.
 - 2.11 Provide cost estimates and comment on life cycle costs as required.
 - 2.12 Liaise, co-operate and provide necessary information to the client, principal consultant and other consultants involved.

Typical deliverables will include:

- Concept design report.
- Schedule of required surveys, tests and other investigations and related reports.
- Process design.
- Preliminary design.
- Cost estimates as required.

3 STAGE 3: DESIGN DEVELOPMENT

(Defined as: Develop the approved concept to finalise the design, outline specifications, cost plan, financial viability and programme for the project)

- 3.1 Review documentation programme with principal consultant and other consultants involved.
- 3.2 Attend design and consultants' meetings.
- 3.3 Incorporate client's and authorities' detailed requirements into the design.
- 3.4 Incorporate other consultant's designs and requirements into the design.
- 3.5 Prepare design development drawings including draft technical details and specifications.
- 3.6 Review and evaluate design and outline specification and exercise cost control.
- 3.7 Prepare detailed estimates of construction cost.
- 3.8 Liaise, co-operate and provide necessary information to the principal consultant and other consultants involved.
- 3.9 Submit the necessary design documentation to local and other authorities for approval.

Typical deliverables will include:

- Design development drawings.
- Outline specifications.
- Local and other authority submission drawings and reports.
- Detailed estimates of construction costs.

4 STAGE 4: DOCUMENTATION AND PROCUREMENT

{Defined as: Prepare procurement and construction documentation, confirm and implement the procurement strategies and procedures for effective and timely procurement of necessary resources for execution of the project.}

- 4.1 Attend design and consultants' meetings.
- 4.2 Prepare specifications and preambles for the works.
- 4.3 Accommodate services design.
- 4.4 Check cost estimates and adjust designs and documents if necessary to remain within budget.
- 4.5 Formulate the procurement strategy for contractors or assist the principal consultant

- where relevant.
- 4.6 Prepare documentation for contractor procurement
 - 4.7 Review designs, drawings and schedules for compliance with approved budget.
 - 4.8 Calling for tenders and/or negotiation of prices and/or assist the principal consultant where relevant.
 - 4.9 Liaise, co-operate and provide necessary information to the principal consultant and the other consultants as required.
 - 4.10 Evaluation offenders.
 - 4.11 Preparation of contract documentation for signature
 - 4.12 Assist in pricing, documentation and tender evaluation as required when the detailed services for these activities are provided by others.
 - 4.13 Assess samples and products for compliance and design intent.

Typical deliverables will include:

- Specifications.
- Services co-ordination.
- Working drawings.
- Budget construction cost.
- Tender documentation.
- Tender evaluation report.
- Tender recommendations.
- Priced contract documentation.

5 STAGE 5: CONTRACT ADMINISTRATION AND INSPECTION

(Defined as: Manage, administer and monitor the construction contracts and processes including preparation and coordination of procedures and documentation to facilitate practical completion of the Works)

- 5.1 Attend site handover.
- 5.2 Issue construction documentation in accordance with the documentation schedule including, in the case of structural engineering, reinforcing bending schedules and detailing and specifications of structural steel sections and connections.
- 5.3 Carry out contract administration procedures in terms of the contract.
- 5.4 Prepare schedules of predicted cash flow.
- 5.5 Prepare pro-active estimates of proposed variations for client decision making.
- 5.6 Attend regular site, technical and progress meetings.
- 5.7 Inspect works for conformity to contract documentation
- 5.8 Adjudicate and resolve financial claims by contractor(s).
- 5.9 Assist in the resolution of contractual claims by the contractor.
- 5.10 Establish and maintain a financial control system.
- 5.11 Clarify details and descriptions during construction as required.
- 5.12 Prepare valuations for payment certificates to be issued by the principal agent.
- 5.13 Witness and review of all tests and mock ups carried out both on and off site.
- 5.14 Check and approve contractor drawings for design intent.
- 5.15 Update and issue drawings register.
- 5.16 Issue contract instructions as and when required.
- 5.17 Review and comment on operation and maintenance manuals, guarantee certificates and warranties.
- 5.18 Inspect the works and issue practical completion and defects lists.

5.19 Arranging for the delivery of all test certificates, statutory (regulatory) and other approvals, as built drawings and operating manuals

Typical deliverables will include:

- Schedules of predicted cash flow.
- Construction documentation.
- Drawing register.
- Estimates for proposed variations.
- Contract instructions.
- Financial control reports.
- Valuations for payment certificates.
- Progressive and draft final account(s)
- Practical completion and defects list
- Electrical Certificate of Compliance

LEVEL 3: CIVIL ENGINEER

The construction monitoring staff shall:-

1. Maintain a full time presence on site to constantly review –
Work procedures Construction materials for compliance with the requirements of the plans and specifications and review completed work prior to enclosure or on completion and include in as-built records and drawings as appropriate.
2. Where the consulting engineer is the sole consultant or principal agent, carry out such administration of the project as is necessary on behalf of the client.
3. Be available to provide the contractor with technical interpretation of the plans and specifications.

6 STAGE 6: CLOSE OUT

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

- 6.1 Inspect and verify the rectification of defects
- 6.2 Receive, comment and approve relevant payment valuations and completion certificates
- 6.3 Facilitate and/or procure final operations and maintenance manuals, guarantees and warranties.
- 6.4 Prepare and/or procure as-built drawings and documentation.
- 6.5 Conclude the final accounts where relevant.

Typical deliverables will include:

- /• Valuations for payment certificates
- Works and final completion lists
- Operations and maintenance manuals, guarantees and warranties
- As-built drawings and documentation
- Final accounts

ANNEXURE H: DEMO TAX COMPLIANCE STATUS PIN LETTER



TAX COMPLIANCE STATUS

PIN Issued

Enquiries should be addressed to SARS:

Contact Detail

SARS
Alberton
1528

Contact Centre Tel: 0800 00 SARS (7277)
SARS online: www.sars.gov.za

Details

Taxpayer Reference Number:

Case Number:

Issue Date:

2016/10/25

Always quote this reference number when contacting SARS

Dear Taxpayer

TAX COMPLIANCE STATUS PIN ISSUED

The South African Revenue Service (SARS) has issued your tax compliance status (TCS) PIN as indicated below:

TCS Details:	
Taxpayer Name	
Trading Name	
Tax Reference Number(s)	
Purpose of Request	Good Standing
Request Reference Number	
RIN	
PIN Expiry Date	28/10/2017

You may authorise a third party to view your TCS by providing them the PIN. The PIN only allows the third party access to your TCS. All other tax information remains secure.

Your TCS displayed is based on your compliance as at the date and time the PIN is used.

You may cancel this PIN at any time before the expiry date reflected above. Once cancelled, a third party will not be able to verify your TCS.

SARS reserves the right to cancel this PIN in the event that it was fraudulently issued or obtained.

Should you have any other queries please call the SARS Contact Centre on 0800 00 SARS (7277). Remember to have your taxpayer reference number at hand when you call to enable us to assist you promptly.

Sincerely

ISSUED ON BEHALF OF THE SOUTH AFRICAN REVENUE SERVICE



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ANNEXURE I : ORGANOGRAM

The tenderer shall list below the key personnel proposed for this project in the discipline and designation being tendered for.

DESIGNATION	NAME AND NATIONALITY	SUMMARY OF QUALIFICATIONS & EXPERIENCE
<p>Lead Electrical & Mechanical Engineer 1 resource required</p> <p>Lead QS 1 resource required</p> <p>Lead OHS Consultant 1 resource required</p>		
<p>Senior Electrical & Mechanical Engineer 1 resource required</p> <p>Senior QS 1 resource required</p> <p>Senior OHS Consultant 1 resource required</p>		
<p>Resident Electrical and Mechanical Engineer 1 resource required</p>		

NOTE: Detailed Curriculum Vitae (CV's) of the above proposed candidates must be provided. Said CV's MUST indicate the name and description of the project, role played in the project, project value, and the start and end dates of the project. In addition proof of relevant qualifications and of memberships to relevant professional associations must also be provided for the above proposed candidates.

.....
 Signature

.....
 Position

.....
 Name of Bidder

.....
 Date

ANNEXURE J : SCHEDULE OF COMPLETED CONTRACTS

The tenderer shall list below a **maximum of 5 projects completed in the past 5 years of a similar nature and scale** to this project ie. building projects valued at a minimum of R30 million.

CLIENT Company name and contact person's name, tel, cell & e-mail address	PROJECT Name and description	SERVICE RENDERED	CONSTRUCTION VALUE	COMPLETION DATE

NOTE: Contactable references for the above listed projects must be provided. Said references MUST be on the client's letter head or on a document stamped and signed by client and must confirm the name of the project, description of the project, description of the service rendered, the value of the project, the completion date, and it must rate the service rendered.

.....
 Signature

.....
 Position

.....
 Name of Bidder Date

.....

ANNEXURE K: DECLARATION ON STATE OF MUNICIPAL ACCOUNTS

A Any bid will be rejected if:
Any municipal rates and taxes or municipal service charges owed by the bidder or any of the directors to the municipality or a municipal entity, or to any other municipality or municipal entity, are in arrears for more than three months.

B Bid Information

- i. Name of bidder:
- ii. Registration Number:
- iii. Municipality where business is situated
.....
- iv. Municipal account number for rates:
- v. Municipal account number for water and electricity:
- vi. Names of all directors, their ID numbers and municipal account number.
 - 1.
 - 2.
 - 3.

4.

5.

6.

7.

C Documents to be attached.

- i. A copy of municipal account mentioned in B (iv) & (v) (Not older than 3 months)
- ii. A copy of municipal accounts of all directors mentioned in B(vi) (Not older than 3 months)
- iii. Proof of directors

I/We declare that the abovementioned information is true and correct and that the following documents are attached to this form:

.....

.....

Signature

Date