INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR PROFESSIONAL SERVICES

ADVERT DATE: 7 March 2019
CLOSING DATE: 8 April 2019
CLOSING TIME: 12H00

BID NUMBER:
- Project Manager: Eastern Gateway / CN001
- Quantity Surveyor: Eastern Gateway / CN002
- Civil Engineer: Eastern Gateway / CN003

Select appropriate

BID DESCRIPTION: Eastern Gateway Precinct Development – Public Environment Upgrade Phase 2

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 timely 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 C Mahlaule
Tel: 011 688 7851
Fax: 011 688 7899
E-mail: cmahlaule@jda.org.za

ANY ENQUIRIES REGARDING THE PROJECT MAY BE DIRECTED TO:

Department: Developments
Contact Person: Ms J Jacobs
Tel: 011 688 7851
Fax: 011 688 7899
E-mail: jJacobs@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](http://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, 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 or any other registration documents.

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 stakeholder

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 centralized 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 Fax: 0800 007 788
- SMS (charged @ R1.50): 32840
- Email Address: anticorruption@tip-offs.com
- Website: 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.
EASTERN GATEWAY
PRECINT DEVELOPMENT

Public Environment Upgrade : Phase 2
Design & Implementation
2019/20 TO 2020/21

REQUEST FOR PROPOSAL FOR:

1. Project Manager
   Contract Number : Eastern Gateway / CN001

2. Quantity Surveyor
   Contract Number : Eastern Gateway / CN002

3. Civil Engineer
   Contract Number : Eastern Gateway / CN003

March 2019
## TABLE OF CONTENT

<table>
<thead>
<tr>
<th>Section</th>
<th>Page No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>COPY OF ADVERT</td>
<td></td>
</tr>
<tr>
<td>1. INTRODUCTION</td>
<td>8</td>
</tr>
<tr>
<td>2. PROJECT INFORMATION</td>
<td>8</td>
</tr>
<tr>
<td>2.1. Background</td>
<td>8</td>
</tr>
<tr>
<td>2.2. Project Location and Description</td>
<td>8</td>
</tr>
<tr>
<td>3. APPOINTMENT</td>
<td>9</td>
</tr>
<tr>
<td>3.1. Project Manager</td>
<td>9</td>
</tr>
<tr>
<td>3.2. Quantity Surveyor</td>
<td>9</td>
</tr>
<tr>
<td>3.3. Civil Engineer</td>
<td>9</td>
</tr>
<tr>
<td>3.4. Notes</td>
<td>10</td>
</tr>
<tr>
<td>4. PRICING</td>
<td>10</td>
</tr>
<tr>
<td>4.1. Project Manager</td>
<td>10</td>
</tr>
<tr>
<td>4.2. Quantity Surveyor</td>
<td>11</td>
</tr>
<tr>
<td>4.3. Civil Engineer</td>
<td>12</td>
</tr>
<tr>
<td>4.4. Notes</td>
<td>14</td>
</tr>
<tr>
<td>5. INDICATIVE PROGRAM</td>
<td>14</td>
</tr>
<tr>
<td>6. PROPOSAL CONTENT</td>
<td>15</td>
</tr>
<tr>
<td>7. ASSESSMENT CRITERIA</td>
<td>17</td>
</tr>
<tr>
<td>7.1 Compliance</td>
<td>17</td>
</tr>
<tr>
<td>7.2 Technical</td>
<td>18</td>
</tr>
<tr>
<td>7.3 Price and Empowerment</td>
<td>20</td>
</tr>
<tr>
<td>7.4 Risk Tolerance</td>
<td>22</td>
</tr>
<tr>
<td>8. CLOSING DATE, TIME AND VENUE FOR SUBMISSIONS</td>
<td>23</td>
</tr>
</tbody>
</table>

## 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 : MBDO Certificate of Independent Bid Determination
- F : Declaration on State of Municipal Accounts
- G : Organogram
- H : Schedule of Completed Contracts
- I : Form of Agreement for Appointment of Consultants for information only NOT for completion
- J : Appendices for information only NOT for completion
COPY OF ADVERT

TENDERING PROCEDURES
Tender Notice and Invitation to Tender

1. Project Manager
   Contract Number: Eastern Gateway / CN001

2. Quantity Surveyor
   Contract Number: Eastern Gateway / CN002

3. Civil Engineer
   Contract Number: Eastern Gateway / CN003

for the design and implementation of Eastern Gateway Precinct Development – Public Environment Upgrade Phase 2 in 2019/20 to 2020/21

The JDA is requesting proposals from experienced companies and joint ventures to render the project management, quantity surveying and civil engineering services required for the design and implementation management of the Eastern Gateway Precinct Development - Public Environment Upgrade Phase 2 project over two financial years i.e. 2019/20 to 2020/21.

Queries relating to procurement matters may be addressed to Claudia Mahlaule at tel: (011) 688 7851; fax (011) 688 7899; or e-mail: CMahlaule@jda.org.za

Technical queries or queries relating to the project may be addressed to Ms Joy Jacobs at (011) 688 7851; fax: (011) 688 7899; or e-mail: JJacobs@jda.org.za.

A compulsory tender briefing session with representatives of the Employer will take place at the Johannesburg Development Agency, The Bus Factory, 3 Helen Joseph Street, Newtown on 13 March 2019 starting at 10h00 to 11h00.

Documents may be downloaded from the JDA’s website as follows: www.jda.org.za as well as on www.etenders.gov.za from 7 March 2019. Tenders must only be submitted on the tender documentation that is downloaded from the stipulated websites. The retyping of the tender document is not permitted.

The closing time for receipt of tenders is 12:00pm on 8 April 2019. Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted.

The physical address for the delivery of tender documents is Johannesburg Development Agency, Ground Floor Reception Area, The Bus Factory, 3 Helen Joseph Street (formerly President Street), Newtown 2000

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 002 567"
1. INTRODUCTION

The JDA is requesting proposals from experienced companies and joint ventures to render the project management, quantity surveying and civil engineering services required for the design and implementation management of the Eastern Gateway Precinct Development - Public Environment Upgrade Phase 2 project over two financial years i.e. 2019/20 and 2020/21.

Proposals for this contract are invited by public tender.

All queries in connection with this document are to be submitted in writing to:
Joy Jacobs
E-mail: jjacobs@jda.org.za

2. PROJECT INFORMATION

2.1 Background

In 2006, the City of Johannesburg developed a Growth and Development Strategy (GDS) to align the City’s long-term vision with the short-term Integrated Development Planning process, called the Joburg GDS 2040. This is an ambitious strategy that defines the type of society the City aspires to achieve by 2040. The strategy reaffirms the City’s commitment to address inequalities created by the past government systems. One of the key outcomes of the City’s GDS 2040 is to provide a resilient, liveable, sustainable urban environment underpinned by infrastructure supportive of low-carbon economy.

The concept of liveability relates to how an urban system can contribute to the physical, social and mental well-being and personal development of all its inhabitants. This could be achieved through the development of desirable spaces that encourage and foster a sense of community. The urban street system is the most prevalent communal space and has an important role in creating a liveable city. The GDS 2040 encourages the development of a street system that supports not only the movement of public and private transport vehicles, but identifies as a key priority, the need for citizens from all user groups to access the public transport system and areas of economic activities safely and conveniently.

The Eastern Gateway Precinct Development Project is part of the inner city rejuvenation and upgrade initiative that the City has made commitments on over the past fifteen years. The project is founded in the fundamentals of liveable cities. All the public environment upgrade initiatives should be designed and be implemented according to the City of Johannesburg’s Complete Streets and NMT Frameworks and guidelines. The City of Johannesburg adopted its first NMT Framework in 2009, which guides the planning and implementation of NMT infrastructure throughout the City. The aim of NMT infrastructure is not only to address transportation related issues but social, environmental and economic issues in the City.

2.2 Project Location and Description

The precinct is located in downtown Johannesburg. At this stage, it is anticipated that the public environment upgrade will be implemented along sections of Jules Street (between Durban and Berg streets), John Page Road (between Margaret Mclngana and Main streets), Janie Street (between Jules and Margaret Mclngana streets), Berg Street (between Jules and Main streets) and Ford Street (between Jukes and Karl streets).
The scope of work will involve the cleaning and upgrading of existing services (such as but not limited to stormwater, sidewalks, and roads). This may include paving, kerbing, resurfacing, landscaping, street furniture, street lighting, etc. Specific attention will be given to the road and railway crossings along John Page Street at Jules, Main and Marshall streets.

3. APPOINTMENT

The JDA is requesting proposals from experienced companies and joint ventures to render the project management, quantity surveying and civil engineering services required for the design and implementation management of the Eastern Gateway Precinct Development - Public Environment Upgrade Phase 2 project over two financial years ie. 2019/20 and 2020/21.

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

3.1 Project Managers

The project managers are required to be registered with the South African Council for Project and Construction Management Professionals (SACPCMP), and to have the relevant skills, experience, and capacity to deliver the full scope of services within the required time frame. The project managers should provide the full scope of services from stages 1 to 6 as per SACPCMP.

3.2 Quantity Surveyors

The quantity surveyors are required to be registered with South African Council for the Quantity Surveying Profession (SACQSP), and to have the relevant skills, experience, and capacity to deliver the full scope of services within the required time frame. The quantity surveyors should provide the full scope of services for stages 1 to 6 as per the SACQSP.

3.3 Civil Engineers

The civil engineers are required to be registered with the Engineering Council of South Africa (ECSA), and to have the relevant skills, experience, and capacity to deliver the full scope of services within the required time frame. The engineers should provide the full scope of services from stages 1 to 6 as per the ECSA.

Additional services required include:

- The civil engineer must allow for Level 3 construction monitoring.
- Commence with the wayleave approval process by obtaining the necessary approval documentation from all service delivery utilities [not excluding Telkom, Neotel, and Egoli Gas, etc.] for submission by the contractor to the Johannesburg Roads Agency for wayleave approval.
- The engineers will also be required to conclude sub-consultant agreements with a land surveyor, a geotechnical engineer, a traffic engineer, a structural engineer and an electrical engineer if said services are necessary. To this end, the engineers will be required to assist in drafting the terms of reference for the sub-consultant/s and in evaluating the bids received. JDA will make the final decision over which sub-consultant is to be appointed.
3.4 Notes

3.4.1 Appointments for the 2020/21 financial year will be dependent on satisfactory performance and budget availability. An addendum will be issued at the commencement of the new financial year to confirm continued appointment.

3.4.2 Packaged proposals to render more than one service will NOT be accepted. Applicants are however free to submit separate proposals for more than one discipline but will only be appointed for one.

3.4.3 Applicants are to ensure that they have adequate resources to undertake the work under stringent timeframes.

3.4.4 Tenderers are required to take cognisance of the role of the other professionals and work coherently with them where required.

3.4.5 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.

3.4.6 Successful tenderers will be required to sign the JDA’s Standard Agreement and appendices which are attached as Annexure I for information purposes.

3.4.7 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.

3.4.8 Tenderers must also note that revisions to reports 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.

4. PRICING

The estimated total construction value is R33,2m excluding Value Added Tax (VAT). The estimated construction period is 10 calendar months.

Detailed below is information upon which fees must be based. This is followed by item number 4.4 which all applicants are required to take careful note of.

4.1 Project Managers

The project managers must submit a detailed fee proposal to render the full scope of services from stages 1 to 6 as per SACPCPM and as outlined in items 3.1 and 3.4 above. Said proposal MUST:

a) be based on the estimated cost of works of R33,2m excluding VAT
b) indicate the fee scale used
c) indicate the method of calculation used
d) indicate any discounts applied
Tenderers are to complete 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 items (a) to (d) as detailed above. Failure to (i) replicate the table, (ii) carry the total to the offer page, and (iii) provide a detailed fee proposal (which indicates ALL items (a) to (d) above) will result in the tender being disqualified for non-compliance. Fees based on an hourly rate will NOT be accepted.

<table>
<thead>
<tr>
<th>Project Managers</th>
<th>Estimated cost of works: R 33 200 000 excluding VAT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>FEE (excluding VAT)</td>
</tr>
<tr>
<td>Stage 1</td>
<td>R</td>
</tr>
<tr>
<td>Stage 2</td>
<td>R</td>
</tr>
<tr>
<td>Stage 3</td>
<td>R</td>
</tr>
<tr>
<td>Stage 4</td>
<td>R</td>
</tr>
<tr>
<td>Stage 5</td>
<td>R</td>
</tr>
<tr>
<td>Stage 6</td>
<td>R</td>
</tr>
<tr>
<td>Total to be carried to Offer Page</td>
<td>R</td>
</tr>
</tbody>
</table>

4.2 Quantity Surveyors

The quantity surveyors must submit a detailed fee proposal to render the full scope of services from stages 1 to 6 as per SACQSP and as outlined in items 3.2 and 3.4 above.

Said proposal **MUST:**

a) be based on the estimated cost of works of R33,2m excluding VAT  
b) indicate the fee scale used  
c) indicate the method of calculation used  
d) indicate any discounts applied

Tenderers are to complete the table overleaf 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 items (a) to (d) as detailed above. Failure to (i) replicate the table, (ii) carry the total to the offer page, and (iii) provide a detailed fee proposal (which indicates ALL items (a) to (d) above) will result in the tender being disqualified for non-compliance. Fees based on an hourly rate will NOT be accepted.
<table>
<thead>
<tr>
<th>Quantity Surveyors</th>
</tr>
</thead>
<tbody>
<tr>
<td>Estimated cost of works : R 33 200 000 excluding VAT</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td><strong>FEE</strong></td>
</tr>
<tr>
<td>(excluding VAT)</td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>
| Stage 1                                                | R  
| Stage 2                                                | R  
| Stage 3                                                | R  
| Stage 4                                                | R  
| Stage 5                                                | R  
| Stage 6                                                | R  
| Total to be carried to Offer Page                      | R  

4.3 Civil Engineers

The engineers must submit a detailed fee proposal to render the full scope of services from stages 1 to 6 as per ECSA and as outlined in items 3.3 and 3.4 above.

Said proposal **MUST**:

a) be based on the estimated cost of civil works of R33,2m excluding VAT  
b) be based on category C class of works for municipal services as per Government Gazette No.39480 of 4 December 2015  
c) include for level 3 construction monitoring  
d) include the specialist disbursement allowance of R1m and the associated handling fee  
e) include costs for assisting with drafting the terms of reference (TOR) for the sub-consultant/s and in evaluating the bids received  
f) include costs for obtaining the required wayleaves  
g) indicate the fee scale used  
h) indicate the method of calculation used ie. show the calculations  
i) indicate any discounts applied

Tenderers are to complete the table overleaf 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 items (a) to (i) as detailed above. Failure to (i) replicate the table, (ii) carry the total to the offer page, and (iii) provide a detailed fee proposal (which indicates ALL items (a) to (i) above) will result in the tender being disqualified for non-compliance. Fees based on an hourly rate will NOT be accepted.
<table>
<thead>
<tr>
<th>Civil Engineers</th>
<th>FEE (excluding VAT)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full Scope of Services for Civil Engineering services based on R33 200 000 ex VAT</td>
<td>R</td>
</tr>
<tr>
<td>Stage 1 : R.................................</td>
<td></td>
</tr>
<tr>
<td>Stage 2 : R.................................</td>
<td></td>
</tr>
<tr>
<td>Stage 3 : R.................................</td>
<td></td>
</tr>
<tr>
<td>Stage 4 : R.................................</td>
<td></td>
</tr>
<tr>
<td>Stage 5 : R.................................</td>
<td></td>
</tr>
<tr>
<td>Stage 6 : R.................................</td>
<td></td>
</tr>
<tr>
<td>Level 3 Civil Engineering Construction Monitoring x 10 months</td>
<td>R</td>
</tr>
<tr>
<td>R........................................... rate per month x 10 months</td>
<td></td>
</tr>
<tr>
<td>Specialist Disbursement Allowance</td>
<td>R 1 000 000.00</td>
</tr>
<tr>
<td>Handling Fee @ ........%</td>
<td>R</td>
</tr>
<tr>
<td>Cost to assist with drafting TOR and evaluating bids for sub-consultants</td>
<td>R</td>
</tr>
<tr>
<td>Cost to obtain wayleaves</td>
<td>R</td>
</tr>
<tr>
<td><strong>Total to be carried to Offer Page</strong></td>
<td>R</td>
</tr>
</tbody>
</table>

The civil fees will be based on a portion of P&G’s, general site works, layer works, concrete, formwork, resurfacing, kerbs, asphalt, new jersey barriers, stormwater, road markings, and signage.

The following items are **excluded** from the civil calculation: demolitions [unless specified / designed by the engineer and / or recorded on engineering drawings for implementation by the contractor], building works, electrical works, street furniture, and paving [unless specified / designed by the engineer].

**Note on paving:**

It is our view that the paver used and the layout pattern thereof is specified and designed by the urban designer – architect, and that the supervision of the laying of the paving is paid for under the site supervision component of the fee due to the civil engineer.
4.4 Notes

4.4.1 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 per item 4 above will result in the tender being disqualified.

4.4.2 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.

4.4.3 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.

4.4.4 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.

4.4.5 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).

4.4.6 Successful tenderers will be remunerated in accordance with JDA’s Standard Form Agreement, Appendix 4 which is included under Annexure I for information purposes.

5. INDICATIVE PROGRAM

The table below outlines the anticipated completion dates of certain milestones for the project:

<table>
<thead>
<tr>
<th>Milestone</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Professionals tender closure</td>
<td>April 2019</td>
</tr>
<tr>
<td>2. Awards completed</td>
<td>June 2019</td>
</tr>
<tr>
<td>3. Inception, outlines scheme report, concept designs</td>
<td>August 2019</td>
</tr>
<tr>
<td>4. Detailed designs and tender documentation</td>
<td>November 2019</td>
</tr>
<tr>
<td>5. Meetings with MOE’s and Stakeholders: completed approval process</td>
<td>November 2019</td>
</tr>
<tr>
<td>6. Contractor tender closure</td>
<td>December 2019</td>
</tr>
<tr>
<td>7. Contractor tender award</td>
<td>March 2020</td>
</tr>
<tr>
<td>8. Site handover / commencement of construction</td>
<td>April 2020</td>
</tr>
<tr>
<td>9. Practical Completion</td>
<td>January 2021</td>
</tr>
</tbody>
</table>
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.

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 BBBEE status level verification certificate substantiating the bidding entities BBBEE 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. FAILURE TO SUBMIT A BBBEE STATUS LEVEL CERTIFICATE WILL RESULT IN THE BIDDER SCORING ZERO (0) POINTS FOR BBBEE.

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 and a copy of a valid tax compliance status (CTS) letter issued by SARS. No tender will be awarded to a bidder whose tax matters are not in order with SARS at the time of award.

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. If not applicable, an affidavit to this effect is required. Copies of lease agreements or accounts with lessors will NOT be accepted.

6.7 Audited financial statements for the past three years.

6.8 Details of directors / partners / members and shareholders with certified copies of their identity documents.

6.9 The forms A to F annexed, must be scrutinized, completed in full and signed.
6.10 **Complete in full all information required on Annexure G: Organogram**

Provide information on the key personnel required per the organogram who will be assigned to this project.

The following supporting documentation **must** be provided:

- detailed CV’s for each resource indicated on Annexure G. CV’s must note the resources’ specific relevant project experience [i.e. project description, role played and responsibilities, project value, start and end dates]. The number of years of experience in the required role on civil public environment upgrade projects (involving roads, services, pavements, urban furniture, lighting and landscaping) with a minimum value of R30m per project must be clearly demonstrated in the CV’s to indicate compliance with the minimum requirements.
- relevant qualifications and attach certified proof hereof
- individual memberships to the stipulated professional associations and attach proof hereof

6.11 **Complete in full all information required on Annexure H: Schedule of Completed Contracts**

ONLY list a maximum of 5 projects completed by the bidding entity in the past 5 years (2015 to 2019) of a similar nature and scale to this project i.e. civil public environment upgrade projects (involving roads, services, pavements, urban furniture, lighting and landscaping) with the required minimum value of R30m per project.

The following supporting documentation **must** be provided:

- Contactable references: References must be for COMPLETED projects only. References must be on the client’s letterhead or on a document with the client’s company stamp and signed by the client. The letter / document **must** confirm the name of the project / description of the project (must be clear that the project was a civil public environment upgrade project involving roads, services, pavements, urban furniture, lighting and landscaping), a description of the service rendered (must be clear that the service rendered is aligned to the service being tendered for i.e. project management, or quantity surveying, or civil engineering), the value of the constructed works (must be equal to or higher than the minimum values required i.e. R30m), the date when the project was completed (must be between 2015 and 2019) and it must rate the service rendered (e.g. good, satisfactory, poor etc. and not just state that the bidder was involved in the project or that they completed the project).

**NOTE:**

6.11.1 Letters of appointment or completion certificates will NOT be accepted as reference letters, NOR will letters from other consultant’s on the project serve as reference letters. Only letters from the client or documents signed and stamped by the client will be accepted.

6.11.2 Information contained elsewhere in the submission and / or on other schedules will NOT be considered. Only the information entered on Annexure H will be considered as previous experience and only reference letters related to the projects listed on Annexure G will be considered as supporting documentation.

6.12 Tenderers are to submit 2 copies of their proposal (1 original plus 1 copy).
FAILURE TO COMPLY WITH THE REQUIREMENTS IN ITEM 6.1 AND 6.2 WILL RESULT IN TENDERERS BEEN DISQUALIFIED FOR NON-COMPLIANCE.

FAILURE TO COMPLY WITH THE REQUIREMENTS IN ITEMS 6.3 TO 6.11 WILL RESULT IN TENDERERS BEEN NEGATIVELY SCORED IN THE TECHNICAL ASSESSMENT.

Note for consortium and joint ventures

- A lead consultant is to be appointed and noted in the submission. JDA will conclude a contract with the lead consultant.
- Only the lead consultant is to submit the requisite documents and / or information as requested in items 6.2 to 6.9.
- Item 6.11 MUST be addressed by each member of the consortium / joint venture.
- An Agreement or Heads of Terms recording the arrangement between the parties to the consortium / joint venture is to be submitted.
- 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 following criteria:

- 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 (i.e. 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 in the employment of the state;
> No award will be made to any bidder whose tax matters are not in order with the receiver of revenue (SARS);
> No award will be made to any bidder who is not registered on the National Treasury Central Supplier Database (CSD);

Tenderers will have to adhere to the compliance items above in order to be considered further in the evaluation process.

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 (i.e. experience, qualifications, and memberships to professional associations per Item 6.10 above) and (iii) the experience of the company (i.e. civil public environment upgrade projects (involving roads, services, pavements, urban furniture, lighting and landscaping), above R30m and references per Item 6.11 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 Project Managers is 190 points [out of a possible 272] as only 2 resources are required i.e. a lead / senior project manager and a junior / assistant project manager.

The minimum points for the Quantity Surveyors is 190 points [out of a possible 272] as 2 resources are required i.e. a lead / senior quantity surveyor and a junior / assistant quantity surveyor.

The minimum points for the Civil Engineers is 260 points [out of a possible 372] as 3 resources are required i.e. a lead /senior engineer, a civil design engineer and a resident engineer.

<table>
<thead>
<tr>
<th>Variables</th>
<th>Points</th>
<th>Criteria</th>
<th>Description of Criteria</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>KEY RETURNABLE DOCUMENTS per Item 6.3 to 6.9 herein</td>
<td>22</td>
<td>Valid BBEEE status level certificate</td>
<td>Y/N</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Company registration documents</td>
<td>Y/N</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>CTS letter from SARS</td>
<td>Y/N</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Valid Professional Indemnity Insurance R2m</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Current municipal rates account / affidavit</td>
<td>Y/N</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>3 Years audited financial statements</td>
<td>Y/N</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Certified copies of Identity documents</td>
<td>Y/N</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Annexure A completed in full and signed</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Annexure B completed in full and signed</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Annexure C completed in full and signed</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Annexure D completed in full and signed</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Annexure E completed in full and signed</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Annexure F completed in full and signed</td>
<td>2</td>
<td></td>
</tr>
</tbody>
</table>

Points will only be allocated for key returnable documents submitted as required / stipulated in item 6.3 to 6.9 herein.
<table>
<thead>
<tr>
<th>Variables</th>
<th>Total Points</th>
<th>Criteria</th>
<th>Description of criteria</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>CAPABILITY OF PROPOSED TEAM per item 6.10 and Annexure G</strong></td>
<td><strong>150</strong></td>
<td>PROJECT MANAGERS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lead / Senior Project Manager</td>
<td></td>
<td>CV's must show projects, values, roles played and period. If any information is not contained in the CV then zero points will be awarded</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8 years lead PM on civil public environment upgrade projects min value R30m</td>
<td></td>
<td>Certified proof of qualification must be provided to obtain the points</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lead / Senior Project Manager</td>
<td></td>
<td>Proof of registration must be provided to obtain the points</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A minimum qualification of a national diploma in project management</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lead / Senior Project Manager</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professional registration with SACPCMP as PR CPM</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Assistant / Junior Project Manager</td>
<td></td>
<td>CV's must show projects, values, roles played and period. If any information is not contained in the CV then zero points will be awarded</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3 years junior PM on civil public environment upgrade projects min value R30m</td>
<td></td>
<td>Certified proof of qualification must be provided to obtain the points</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Assistant / Junior Project Manager</td>
<td></td>
<td>Proof of registration must be provided to obtain the points</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A minimum qualification of a national diploma in project management</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>150</strong></td>
<td>QUANTITY SURVEYORS</td>
<td>Lead / Senior Quantity Surveyor</td>
<td>CV's must show projects, values, roles played and period. If any information is not contained in the CV then zero points will be awarded</td>
<td>50</td>
</tr>
<tr>
<td>8 years lead QS on civil public environment upgrade projects min value R30m</td>
<td>Certified proof of qualification must be provided to obtain the points</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lead / Senior Quantity Surveyor</td>
<td>Proof of registration must be provided to obtain the points</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A minimum qualification of a national diploma in quantity surveying</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lead / Senior Quantity Surveyor</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professional registration with SACQSP as a PR QS</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Assistant / Junior Quantity Surveyor</td>
<td>CV's must show projects, values, roles played and period. If any information is not contained in the CV then zero points will be awarded</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3 years junior QS on civil public environment upgrade projects min value R30m</td>
<td>Certified proof of qualification must be provided to obtain the points</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Assistant / Junior Quantity Surveyor</td>
<td>Proof of registration must be provided to obtain the points</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A minimum qualification of a national diploma in quantity surveying</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>250</strong></td>
<td>CIVIL ENGINEERS</td>
<td>Lead / Senior Civil Engineer</td>
<td>CV's must show projects, values, roles played and period. If any information is not contained in the CV then zero points will be awarded</td>
<td>50</td>
</tr>
<tr>
<td>8 years lead civil engineer on civil public environment upgrade projects min R30m</td>
<td>Certified proof of qualification must be provided to obtain the points</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lead / Senior Civil Engineer</td>
<td>Proof of registration must be provided to obtain the points</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A minimum qualification of a national diploma in civil engineering</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lead / Senior Civil Engineer</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professional registration with ECSA as a PR Eng</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Variables</td>
<td>Total Points</td>
<td>Criteria</td>
<td>Description of criteria</td>
<td>Points</td>
</tr>
<tr>
<td>-----------</td>
<td>-------------</td>
<td>----------</td>
<td>-------------------------</td>
<td>--------</td>
</tr>
<tr>
<td>CAPABILITY OF PROPOSED TEAM per Item 6.10 and Annexure G cont.</td>
<td></td>
<td>Civil Design Engineer</td>
<td>CV’s must show projects, values, roles played and period. If any information is not contained in the CV then zero points will be awarded</td>
<td>50</td>
</tr>
<tr>
<td></td>
<td></td>
<td>A minimum qualification of a national diploma in civil engineering</td>
<td>Certified proof of qualification must be provided to obtain the points</td>
<td>30</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Civil Design Engineer Professional registration with ECSA as a PR Eng</td>
<td>Proof of qualification must be provided to obtain the points</td>
<td>20</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Resident Civil Engineer 5 years civil RE on civil public environment upgrade projects min value R30m</td>
<td>CV’s must show projects, values, roles played and period. If any information is not contained in the CV then zero points will be awarded</td>
<td>30</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Resident Civil Engineer A minimum qualification of a national diploma in civil engineering</td>
<td>Certified proof of qualification must be provided to obtain the points</td>
<td>20</td>
</tr>
<tr>
<td>COMPANY EXPERIENCE per Item 8.11 and Annexure H</td>
<td>100</td>
<td>SCHEDULE OF COMPLETED PROJECTS</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Five projects competed</td>
<td>Points will only be allocated for having rendered the required services on civil public environment upgrade projects with a minimum value of R30m</td>
<td>50</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Three to four projects completed</td>
<td>30</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>One to two projects completed</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>REFERENCES FOR COMPLETED PROJECTS</td>
<td></td>
<td>Five satisfactory project references</td>
<td>Points will only be allocated for having rendered the required services on civil public environment upgrade projects with a minimum value of R30m.</td>
<td>50</td>
</tr>
<tr>
<td></td>
<td></td>
<td>References must be on client letterhead or document stamped and signed by the client and must include the name/description of the project, it must confirm the service rendered, the value of the constructed works, the date completed and a comment of the level of satisfaction with the service.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Three to four satisfactory project references</td>
<td>30</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>One to two satisfactory project references</td>
<td>10</td>
<td></td>
</tr>
</tbody>
</table>

### 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:

<table>
<thead>
<tr>
<th>B-BBEE Status Level Of Contributor</th>
<th>Number of Points for Tenders up to R50 million</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>20</td>
</tr>
<tr>
<td>2</td>
<td>18</td>
</tr>
<tr>
<td>3</td>
<td>14</td>
</tr>
<tr>
<td>4</td>
<td>12</td>
</tr>
<tr>
<td>5</td>
<td>8</td>
</tr>
<tr>
<td>6</td>
<td>6</td>
</tr>
<tr>
<td>7</td>
<td>4</td>
</tr>
<tr>
<td>8</td>
<td>2</td>
</tr>
<tr>
<td>Non-Compliant contributor</td>
<td>0</td>
</tr>
</tbody>
</table>

**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. **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 be 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.

7.3.2 Formula for scoring tender price

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

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

Where

- \( P_p \) = Points scored for comparative price of tender under consideration
- \( P_t \) = Comparative price of tender under consideration
- \( P_{\text{min}} \) = 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

\[ PP = P_p + P_{\text{bee}} \]

Where

- \( PP \) is the total number of preference points scored by the tenderer
- \( P_p \) is the points scored for the comparative price of the tenderer, and
- \( P_{\text{bee}} \) 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 (e.g. project managers / engineers / quantity surveyors / consultants) is either:

1. The greater of R6 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. 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:

"Project Manager : Eastern Gateway / CN001" OR
"Quantity Surveyor : Eastern Gateway / CN002" OR
"Civil Engineer : Eastern Gateway / CN003"

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 12H00.

The Tender closes at 12h00 on 8 April 2019.

Envelopes will be stamped on receipt. There will be a public opening of tenders.

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 twelve (12) weeks.

Queries can be addressed in writing to:
Joy Jacobs
E-mail : lijacobs@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 2017 to 30 June 2018 (excl. VAT):

   R ...................... Year .............
R......
R......
R......

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

<table>
<thead>
<tr>
<th>CONTRACT DESCRIPTION</th>
<th>LOCATION</th>
<th>COMPANY/EMPLOYER</th>
<th>PROJECT VALUE</th>
<th>ESTIMATED FEES</th>
<th>EXPECTED COMPLETION (MONTH &amp; YEAR)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

10. Banking details

I/We hereby request and authorise 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 authorised 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 

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

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

<table>
<thead>
<tr>
<th>FULL NAME</th>
<th>IDENTITY NUMBER</th>
<th>STATE EMPLOYEE NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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.

<table>
<thead>
<tr>
<th>Item</th>
<th>Question</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.1</td>
<td>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 <em>audi alteram partem</em> rule was applied).</td>
</tr>
<tr>
<td>4.1.1</td>
<td>If so, furnish particulars:</td>
</tr>
<tr>
<td>4.2</td>
<td>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, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon “Register for Tender Defaulters” or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).</td>
</tr>
<tr>
<td>4.2.1</td>
<td>If so, furnish particulars:</td>
</tr>
<tr>
<td>Item</td>
<td>Question</td>
</tr>
<tr>
<td>------</td>
<td>----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>4.3</td>
<td>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?</td>
</tr>
<tr>
<td>4.3.1</td>
<td>If so, furnish particulars:</td>
</tr>
<tr>
<td>4.4</td>
<td>Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?</td>
</tr>
<tr>
<td>4.4.1</td>
<td>If so, furnish particulars:</td>
</tr>
<tr>
<td>4.5</td>
<td>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?</td>
</tr>
<tr>
<td>4.7.1</td>
<td>If so, furnish particulars:</td>
</tr>
</tbody>
</table>

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

(In the event of insufficient space, kindly attach documentation)

<table>
<thead>
<tr>
<th>EMPLOYER</th>
<th>CONSULTING ENGINEER</th>
<th>NATURE OF WORK</th>
<th>VALUE OF WORK</th>
<th>YEAR COMPLETED</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
ANNEXURE D: PARTICULARS OF CONTRACTS AWARDED BY AN ORGAN OF STATE*** DURING THE LAST 5 YEARS cont.

<table>
<thead>
<tr>
<th>EMPLOYER</th>
<th>CONSULTING ENGINEER</th>
<th>NATURE OF WORK</th>
<th>VALUE OF WORK</th>
<th>YEAR COMPLETED</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*** 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)

Name of Bidder

Position

Date
ANNEXURE E: CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

for

Eastern Gateway Precinct Development – Public Environment Upgrade Phase 2 Project

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:

(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. 99 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: 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: ...........................................
ANNEXURE G: ORGANOGRAM

This annexure is critical for the technical evaluation as detailed under item 7.2 herein.

The tenderer shall list below the key personnel proposed for this project in the discipline and designation being tendered for as per 6.10 and 7.2 herein.

<table>
<thead>
<tr>
<th>Designation</th>
<th>Name and Nationality</th>
<th>Summary of Qualifications &amp; Experience</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Managers</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lead / Senior PM</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 resource required</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Assistant / Senior PM</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 resource required</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Quantity Surveyors</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lead / Senior QS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 resource required</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Assistant / Junior QS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 resource required</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Civil Engineers</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lead / Senior Civil Engineer</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 resource required</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Civil Design Engineer</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 resource required</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Resident Civil Engineer</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 resource required</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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, certified proof of relevant qualifications and proof of memberships to stipulated professional associations must also be provided for the above proposed personnel.

.................................................................
Signature

.................................................................
Position

.................................................................
Name of Bidder

.................................................................
Date
<table>
<thead>
<tr>
<th>PROJECT NAME</th>
<th>SERVICE RENDERED</th>
<th>COMPLETION DATE</th>
<th>CONSTRUCTION VALUE</th>
</tr>
</thead>
</table>

**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 services rendered, the value of the project, the completion date, and it must rate the service rendered.

**Position**

**Date**

**Name of Bidder**

**Signature**
ANNEXURE I : FORM OF AGREEMENT
ANNEXURE I

STANDARD FORM OF AGREEMENT FOR
THE APPOINTMENT OF CONSULTANTS
## CONTENTS

1. DEFINITIONS .......................................................... 3  
2. INTRODUCTION ...................................................... 3  
3. APPOINTMENT ....................................................... 3  
4. DURATION OF THIS AGREEMENT ................................. 4  
5. SCOPE OF SERVICES .............................................. 4  
6. THE CLIENT .......................................................... 4  
7. THE CONSULTANT ................................................... 5  
8. REMUNERATION AND PAYMENT ................................. 5  
9. LIABILITY ............................................................. 6  
10. PROFESSIONAL INDEMNITY INSURANCE ..................... 6  
11. CONFIDENTIALITY .................................................. 6  
12. COPYRIGHT .......................................................... 7  
13. CONFLICT OF INTEREST AND CORRUPTION ................ 7  
14. TERMINATION AND SUSPENSION .............................. 8  
15. DISPUTES AND ARBITRATION ................................... 8  
16. NOTICES AND LEGAL PROCESS ................................. 9  
17. INTERPRETATION ................................................... 10  
18. GENERAL AND MISCELLANEOUS ............................... 11  
   18.1 SOLE RECORD OF AGREEMENT ........................... 11  
   18.2 NO AMENDMENTS EXCEPT IN WRITING ................... 11  
   18.3 WAIVERS ....................................................... 11  
   18.4 SURVIVAL OF OBLIGATIONS ............................... 11  
   18.5 APPROVALS AND CONSENTS ............................... 12  
   18.6 NON-ASSIGNMENT .......................................... 12  
19. GOVERNING LAW ................................................... 12  

APPENDIX 1  
THE PROJECT  
APPENDIX 2  
SCOPE OF SERVICES  
APPENDIX 3  
TIME SCHEDULE  
APPENDIX 4  
REMUNERATION AND PAYMENT
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: XXXXX

   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 Appendix 4 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 Appendix 2, whichever
date is the earlier.

4.2 The Consultant shall proceed in accordance with the Time Schedule set out
in Appendix 3 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 in Appendix 1 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 aforesaid, 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:
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 2019

(CLIENT) who by signature hereof warrants authorisation hereto

Signed at on 2019

(CONSULTANT) who by signature hereof warrants authorisation hereto
ANNEXURE J : APPENDICES TO CONTRACT
APPENDIX 1 THE PROJECT

1. DESCRIPTION OF THE PROJECT: Eastern Gateway Precinct Development – Public Environment Upgrade Phase 2

2. SITE IDENTIFICATION: The precinct is located in downtown Johannesburg. At this stage, it is anticipated that the public environment upgrade will be implemented along sections of Jules Street (between Durban and Berg streets), John Page Road (between Margaret Mcingana and Main streets), Janie Street (between Jules and Margaret Mcingana streets), Berg Street (between Jules and Main streets) and Ford Street (between Jules and Karl streets).

3. THE CLIENT’S REPRESENTATIVE IS

Joy Jacobs
E-mail: jiacobs@ida.org.za
Tel: (011) 688 7828
Fax: (011) 688 7899 / 63

4. PROFESSIONAL INDEMNITY INSURANCE

4.1 Limit of Indemnity per Claim: ........................................ R .........................

4.2 Limit of Indemnity in the Aggregate: ................................ R .........................

4.3 Non-claimable Amount (Excess/Deductible): .................. R .........................

4.4 The renewal date of the policy is: ................................. ............................

4.5 The Insurer: ............................................................................
APPENDIX 2 SCOPE OF SERVICE

The Project Manager shall provide the following services which are to be read in conjunction with items 3.1, 3.4, 4.1 and 4.4 of the request for proposal:

1. STAGE 1 : INCEPTION

[Defined as: Agreeing client requirements and preferences, assessing user needs and options, appointment of necessary consultants in establishing project brief, objectives, priorities, constraints, assumptions and strategies in consultation with the client]

1.1 Facilitate the development of a clear project 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 authorities the site characteristics necessary for the proper design and approval of the intended project
1.5 Manage the integration of the preliminary design to form the basis for the initial viability assessment of the project
1.6 Prepare, co-ordinate and monitor a Project 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.

and for which the following deliverables are applicable:

- Project Brief
- Project Procurement Policy
- Signed Consultant/Client Agreements
- Project Initiation Programme
- Record of all meetings
- Approval by Client to proceed to Stage 2

2. STAGE 2 : CONCEPT AND VIABILITY

[Defined as: Finalization of the project 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 requirements 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

and for which the following deliverables are applicable:

- Signed Consultant/Client Agreements
- Indicative Project Documentation and Construction Programme
- Approval by Client to proceed to Stage 3

3. STAGE 3: DESIGN DEVELOPMENT

[Defined as: Manage, co-ordinate and integrate the detail design development process within the project scope, time, cost and quality parameters]

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 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 Construction Manager on constructability
3.7 Facilitate any input from the design consultants required by 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

and for which the following deliverables are applicable:

- Signed Consultants/Client Agreements
- Detailed Design & Documentation Programme
- Updated Indicative Construction Programme
- Record of all meetings
- Approval by Client to proceed to Stage 4

4. STAGE 4: DOCUMENTATION AND PROCUREMENT

[Defined as: The process of establishing and implementing procurement strategies and procedures, including the preparation of necessary documentation, for effective and timeous execution of the project]

4.1 Select, recommend and agree the Procurement Strategy for contractors, sub-contractors 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 adjudication of tenders

4.6 Advise the client, in conjunction with other consultants, on the appropriate insurance required for the implementation of the project

4.7 Monitor the reconciliation by the cost consultant 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)

and for which the following deliverables are applicable:

- Contractors, sub-contractors and suppliers Procurement Strategy
- Project Procurement Programme
- Project Tender/Contract Conditions
- Record of all meetings
- Approval by Client of tender recommendation(s)

5. STAGE 5: CONSTRUCTION

[Defined as: The management and administration of the construction contracts and processes, including the preparation and co-ordination of the necessary documentation to facilitate effective execution of the works]
5.1 Facilitate the finalization of all agreements
5.2 Instruct the contractor on behalf of the client to appoint sub-contractors
5.3 Receive, co-ordinate, review and obtain approval of all contract documentation provided by the contractor, sub-contractor and suppliers for compliance with all of the contract requirements
5.4 Monitor the ongoing project 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 site 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 auditing of the Contractors’ 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 specific 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 consolidated project reports including reports from the contractor and professional team for submission to the client
5.27 Manage, co-ordinate and monitor all necessary testing and commissioning by consultants and contractors
5.28 Manage, co-ordinate, facilitate and monitor the main contractor's use of local SMME's and local labour in terms of the requirements set out in the main contractor's contract.

5.29 Facilitate acceptance of the works by the end user and / or maintenance authority / authorities, including the incorporation of said user / authority's snag list/s in to the professional team's practical completion list.

5.30 Co-ordinate, monitor and issue the Practical Completion Lists and the Certificate of Practical Completion on approval by the client.

5.31 Co-ordinate and monitor the preparation and issue of the Works Completion List by the consultants to the contractors on approval by the client.

5.32 Monitor the execution by the contractors of the defect items to achieve Works Completion.

5.33 Facilitate and co-ordinate adequate access with occupant for the rectification of defects by the contractors.

and for which the following deliverables are applicable:

- Signed Contractor(s) Agreements
- Agreed Contract Programme
- Adjudication and award of contractual claims
- Construction Documentation Schedule
- Monthly progress payment certificates
- Monthly project progress reports
- Record of all meetings
- Certificates of Practical Completion

6. STAGE 6: CLOSE-OUT

[Defined as: The process of managing and administering the project closeout, including preparation and co-ordination of the necessary documentation to facilitate the effective operation of the project]

6.1 Issue the Works Completion Certificate

6.2 Manage, co-ordinate and expedite the preparations 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 all warranties and guarantees

6.4 Manage and expedite the procurement of all statutory compliance certificates and documentation

6.5 Manage the finalisation 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 the relevant contractors

6.8 Co-ordinate, monitor and issue the Final Completion Defects list and Certificate of Final Completion on approval by the client.
6.9 Prepare and present Project Closeout Report

and for which the following deliverables are applicable:

- Works Completion Certificate
- Certificate of Final Completion
- Record of all meetings
- Project closeout report
APPENDIX 2 SCOPE OF SERVICE

The quantity surveyor shall provide the following services which are to be read in conjunction with items 3.2, 3.4, 4.2 and 4.4 of the request for proposal:

1. **STAGE 1 : INCEPTION**
   1.1 Assisting in development clear project brief
   1.2 Attending project initiation meetings
   1.3 Advising on the procurement policy for the project
   1.4 Advising on other professional consultants and services required
   1.5 Defining the quantity surveyor's scope of work and services agreement with the client.
   1.6 Concluding the terms of the client/quantity surveyor professional services agreement with the client.
   1.7 Advising on economic factors affecting the project.
   1.8 Advising on appropriate financial design criteria
   1.9 Providing necessary information within the agreed scope of the project to the other professional consultants.

   and for which the following deliverables are applicable:

   - Agreed scope of work
   - Agreed service
   - Signed client/quantity surveyor professional services agreement

2. **STAGE 2 : CONCEPT AND VIABILITY**
   2.1 Agreeing the documentation programme with the principal consultant and other professional consultants
   2.2 Attending design and consultants' meetings
   2.3 Reviewing and evaluating design concepts and advising on viability in conjunction with the other professional consultants
   2.4 Receiving relevant data and cost estimates from the other professional consultants
   2.5 Preparing preliminary and elemental or equivalent estimates of construction cost
   2.6 Assisting the client in preparing a financial viability report
   2.7 Auditing space allocation against the initial brief
   2.8 Liaising, co-operating and providing necessary information to the client, principal consultant and other professional consultants

   and for which the following deliverables are applicable:

   - Preliminary estimate(s) of construction cost
   - Elemental or equivalent estimate(s) of construction costs
   - Space allocation audit for the project
3. **STAGE 3: DESIGN DEVELOPMENT**

3.1 Reviewing the documentation programme with the principal consultant and other professional consultants
3.2 Attending design and consultants' meeting
3.3 Reviewing and evaluating design and outline specifications and exercising cost control in conjunction with the other professional consultants
3.4 Receiving relevant data and cost estimates from the other professional consultants
3.5 Preparing detailed estimates of construction cost
3.6 Assisting the client in reviewing the financial viability report
3.7 Commenting on space and accommodation allowances and preparing an area schedule
3.8 Liaising, co-operating and providing necessary information to the client, principal consultant and other professional consultants

and for which the following deliverables are applicable:

- Detailed estimate(s) of construction costs
- Area schedule

4. **STAGE 4: DOCUMENTATION AND PROCUREMENT**

4.1 Attending design and consultants' meetings.
4.2 Assisting the principal consultants in the formulation of the procurement strategy for contractors, sub-contractors and suppliers
4.3 Reviewing working drawings for compliance with the approved budget of construction costs and/or financial viability
4.4 Preparing documentation for both principal and sub-contract procurement
4.5 Assisting the principal consultant with calling of tenders and/or negotiations of prices
4.6 Assisting with financial evaluation of tenders
4.7 Assisting with preparation of contract documentation for signature

and for which the following are applicable:

- Budget of construction cost
- Tender documentation
- Financial evaluation of tenders
- Priced contract documentation
5. **STAGE 5 : CONSTRUCTION**

5.1 Attending the site handover
5.2 Preparing schedules of predicted cash flow
5.3 Preparing pro-active estimates for proposed variations for client decision making
5.4 Attending regular site, technical and progress and project meetings
5.5 Adjudicating and resolving financial claims by the contractor(s)
5.6 Assisting in the resolution of contractual claims by the contractor(s)
5.7 Establishing and maintaining a financial control system
5.8 Preparing valuations for payment certificates to be issued by the principal agent
5.9 Preparing final account(s) for the works on a progressive basis

and for which the following deliverable are applicable:

- Schedules(s) of predicted cash flow
- Estimates for proposed variations
- Financial control reports
- Valuations for payment certificate
- Progressive and draft final account(s)

6. **STAGE 6 : CLOSE-OUT**

6.1 Preparing valuations for payment certificates to be issued by the principal agent
6.2 Concluding final account(s)

and for which the following deliverables are applicable:

- Variations for payment certificates
- Final account(s)
APPENDIX 2 SCOPE OF SERVICE

The Engineers shall provide the following services which are to be read in conjunction with items 3.3, 3.4, 4.3 and 4.4 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 clear project brief
1.2 Attending project initiation meetings
1.3 Advise on the rights, constraints, consents and approvals
1.4 Define the scope of work required in consultation with the client
1.5 Conclude the agreement with the client
1.6 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
1.7 Determine the availability of data, drawings and plans relating to the project
1.8 Advise on criteria that could influence the project life cycle cost significantly
1.9 Provide necessary information within the agreed scope of the project to other consultants involved.

and for which the following deliverables are applicable

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

2. STAGE 2: 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 in 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 designs and related documentation for approval by authorities and client and suitable for costing
2.11 Provide cost estimates and life cycle costs as required
2.12 Liaise, cooperate and provide necessary information to the client, principal consultant and other consultants involved

and for which the following deliverables are applicable:

- Concept design
- Schedule of required surveys, tests and other investigation and related reports
- 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 the principal consultant and other consultants involved
3.2 Attend design and consultants' meetings
3.3 Obtain the formal approval of the appropriate Government Departments or Public Authorities, including the making of such revisions as may be required as a result of decisions of such Departments or Authorities
3.4 Incorporate client's and authorities' detailed requirements in the design
3.5 Incorporate other consultant's design and requirements in the design
3.6 Prepare design development drawings including draft technical details and specifications
3.7 Review and evaluate design and outline specifications and exercise cost control
3.8 Prepare detailed estimates of construction cost
3.9 Liaise, co-operate and provide necessary information to the principal consultant and other consultants involved
3.10 Submit the necessary documentation to local and other authorities for approval including revisions as may be required.
3.11 Drafting or adapting request for quotations for required services on behalf of the client, advising the client on suitable service providers and calling for quotations when instructed to do so by the client.
3.12 Analyses of quotations received and recommendations on the acceptance of quotations.

3.13 Commence with the wayleave approval process by obtaining the necessary approval documentation from all service delivery utilities for submission to the Johannesburg Roads Agency for issuing of the final approved wayleave.

and for which the following deliverables are applicable:

- Design development drawings.
- Outline specifications.
- Local and other authority submission drawings and reports.
- Detailed estimates of construction costs.
- Recommendation reports following quotations received from service providers and where applicable letters of appointment.

4. STAGE 4: DOCUMENTATION AND PROCUREMENT

[Defined as: Prepare procurement and construction documentation, confirm and implement the procurement strategies and procedures for effective and timeous procurement of necessary resources for execution of the project]

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 design and documents if necessary to remain within budget
4.5 Prepare documentation for contractor procurement
4.6 Review designs, drawings and schedules for compliance with approved budget
4.7 Assist in calling for tenders and/or negotiations of price and/or assist the principal consultant where relevant
4.8 Liaise, co-operate and provide necessary information to the principal consultant and other consultants as required
4.9 Assist in the evaluation of tenders
4.10 Assist with the preparations of contract documentation for signature
4.11 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, as well as construction monitoring as indicated in the request for proposal
5.4 Prepare schedules of predicted cash flow
5.5 Preparing pro-active estimates of proposed variations for client decision making
5.6 Attending regular site, technical and progress and project meetings
5.7 Inspect works for conformity to contract documentation
5.8 Adjudicate and resolve financial claims by the contractor(s)
5.9 Assist in the resolution of contractual claims by the contractor(s)
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 test 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, including the Electrical Certificate of Compliance, statutory 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

Where a quantity surveyor is included in the project team, items 5.4, 5.5, 5.10 and 5.12 and related deliverables will not be required from the engineer. The engineer will, however, be required to assist the quantity surveyor in the preparation of these items.

6. STAGE 6: CLOSE-OUT

[Defined as: Fulfill 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 Prepare and/or procure detailed 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 account(s).

7. ADDITIONAL SERVICES

7.1 Additional Services pertaining to all stages of the Project

7.1.1 Making arrangement for way leaves, servitudes or expropriations
7.1.2 Negotiating and arranging for the provision or diversion of services not forming part of the works
7.1.3 Detailed inspection, reviewing and checking of designs and drawings not prepared by the consulting engineer and submitted by any contractor or potential contractor as alternative to those embodied in tender or similar documents prepared by the consulting engineer
7.1.4 Inspection and testing, other than on site, of materials and plant, including inspection and testing during manufacture
7.2 Construction Monitoring

The consultant engineer will make available additional staff to undertake construction monitoring on site to the extent indicated in the request for proposal and as specifically defined below.

7.2.1 Level 4

The construction monitoring staff shall

7.2.1.1 Maintain a full time presence on site to constantly review work procedures and construction materials for compliance with the requirements of the plans and specifications and review completed work prior to enclosure or on completion as appropriate.

7.2.1.2 Be available to provide the contractor with technical interpretation of the plans and specifications.
APPENDIX 3 TIME SCHEDULE

The commencement date of this contract for year 1 is July 2019 and the anticipated completion date is 30 June 2020.

You are to adhere to the programme agreed to following the briefing session and will be required to adjust resources if necessary to achieve same.

Note that your appointment for year 2 of the project will be subject to satisfactory performance and budget availability. An addendum to the initial contract will be issued at the commencement of each financial year.
APPENDIX 4 REMUNERATION AND PAYMENT

1. BASIS OF REMUNERATION

Project Managers
Any adjustment to the fee based on the final Cost of the Works will be determined from the tables and guidelines set out in the Tariff of Fees prepared by The South African Council for the Project and Construction Management Professions ruling at the date of tender with the applicable discount as per the tender submission.

Quantity Surveyors
Any adjustment to the fee based on the final Cost of the Works will be determined from the tables and guidelines set out in the Tariff of Professional Fees prepared by The South African Council for the Quantity Surveying Profession ruling at the date of tender with the applicable discount as per the tender submission.

Engineers
Any adjustment to the fee based on the final Cost of the Works will be determined from the tables and guidelines set out in the Guideline Scope of Services and Tariff of Fees prepared by the Engineering Council of South Africa ruling at the date of tender with the applicable discount as per the tender submission.

2. FEE APPORTIONING

Project Managers
Stage 1 : Inception 10%
Stage 2 : Concept & Feasibility 10%
Stage 3 : Design Development 25%
Stage 4 : Documentation & Procurement 10%
Stage 5 : Construction 35%
Stage 6 : Close Out 10%

Quantity Surveyors
Stage 1 : Inception 2,5%
Stage 2 : Concept & Feasibility 5%
Stage 3 : Design Development 7,5%
Stage 4 : Documentation & Procurement 35%
Stage 5 : Construction 40%
Stage 6 : Close Out 10%
Engineers
Stage 1: Inception 5%
Stage 2: Concept & Viability 25%
Stage 3: Design Development 25%
Stage 4: Documentation and Procurement 15%
Stage 5: Contract Admin and Inspection 20%
Stage 6: Close Out 10%

3. TERMS OF PAYMENT
   • Within 30 days of receipt of invoice
   • Invoice to be submitted to JDA by the 10th of the month

4. METHODS OF PAYMENT
   • Electronic Transfer

5. CURRENCY OF PAYMENT
   • SA Rands

6. REQUIRED DOCUMENTATION
   • Valid tax invoice (original)
     JDA VAT No. 4440197178
   • Monthly statement

7. DISBURSEMENTS

Standard disbursements such as typing, reproduction, copying, binding of documents, telephonic/electronic and facsimile communication, courier, local travel and accommodation etc., is included in the fee recorded in 1. above.