DBSA
DEVELOPMENT BANK OF SOUTHERN AFRICA
Building Africa's Prosperity

REQUEST FOR PROPOSALS

YOU ARE HEREBY INVITED TO SUBMIT A BID TO MEET THE REQUIREMENTS OF THE DEVELOPMENT BANK OF SOUTHERN AFRICA LIMITED	
BID NUMBER:	RFP200/2026
COMPULSORY BRIEFING:	**05 November 2026 @11:00am** On-line via Microsoft Teams **Please click on the link below to join briefing** **RFP200.2026 | Meeting-Join | Microsoft Teams**
CLOSING DATE:	**13 November 2026**
CLOSING TIME:	23H55 Telkom Time
PERIOD FOR WHICH BIDS ARE REQUIRED TO REMAIN OPEN FOR ACCEPTANCE:	**90 days** (commencing from the RFP Closing Date)
DESCRIPTION OF BID:	RFP200/2026: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE PROVISION OF PROFESSIONAL SERVICES TO PLAN, DESIGN, MONITOR AND COMPLETE [AS PER FIDPM STAGES 2 – 7] MYOLWA PS IN THE EASTERN CAPE.
BID DOCUMENTS Submit ADDRESS:	Microsoft one drive link that will be provided on request.
NAME OF BIDDER:	
CSD Number (MAAA)	
CONTACT PERSON:	
EMAIL ADDRESS:	
TELEPHONE NUMBER:	
FAX NUMBER:	
BIDDER'S STAMP OR SIGNATURE	

TABLE OF CONTENTS

Part A: Invitation to Submit a Bid	3
Part B: Checklist of Compulsory Returnable Schedules and Documents	5
Part C: Specifications, Conditions of tender and Undertakings by Bidder	6
Annexure A: Copy of CV and copies of supporting documents	28
Annexure B: SBD2 - Tax Requirement	29
Annexure C: SBD4: Bidders Disclosure	30
Annexure D: SBD6.1 and B-BBEE status level certificate	34
~~**Annexure E:** SBD8: Declaration of Bidder's Past Supply Chain Practices~~	~~40~~
~~**Annexure F:** SBD9: Certificate of Independent Bid Determination~~	~~42~~
Annexure G: Copies **(~~copy with original~~)** of your CIPC company registration Documents listing all members with percentages, in case of a lose corporation.	45
Annexure H: Copies **(~~copy with original~~)** of latest share certificates, in case of a company	46
Annexure I: List of traceable reference	47
~~**Annexure J:** Financial Statements~~	~~48~~
Annexure K: Contract Skills Development Goal (CSDG)	50
Annexure L: Declaration of Default and Termination	52
Annexure M: CIDB Standard Professional Services Contract (July 2009) Edition 3 of CIDB Document 1014) & Scope of Work	54

PART A

INVITATION TO SUBMIT A BID

YOU ARE HEREBY INVITED TO SUBMIT A BID TO MEET THE REQUIREMENTS OF THE DEVELOPMENT BANK OF SOUTHERN AFRICA LIMITED

BID NUMBER: **RFP200/2026**
CLOSING DATE: **13 NOVEMBER 2026 CLOSING TIME:23h55 (Telkom Time)**
COMPULSORY TENDER BRIEFING: **05 NOVEMBER BRIEFING TIME: 11h00-12h00**
BRIEFING VENUE: **ON-LINE VIA MICROSOFT TEAMS (LINK ON FIRST PAGE)**

RFP200/2026: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE PROVISION OF PROFESSIONAL SERVICES TO PLAN, DESIGN, MONITOR AND COMPLETE [AS PER FIDPM STAGES 2 – 7] MYOLWA PS IN THE EASTERN CAPE.

Bidders should ensure that submissions are submitted timeously and to the correct Microsoft one drive link provided. If the Bid is late, or not submitted in correct one drive link it will not be considered for evaluation.

KEY DATES AND ACTIVITIES		
No	**Description**	**Date/Time**
1.	Advertisement via DBSA website and E-Tender Portal	**30 October 2026**
2.	There will be an online Compulsory Briefing Session	**05 November 2026 at 11h00pm**
3.	Bidders are to submit written questions/ clarifications. • Each bidder is encouraged to submit **one (01) consolidated** questions/ clarifications **email.** • **No** questions will be entertained post the stipulated date.	**09 November 2026**
4.	DBSA to respond to written questions/ clarifications posed by bidders not prior to this date. • Such consolidated response will be issued via email to all invitees (or attendees where a compulsory brief is applicable)	**09 November 2026**
5.	Tenders **Closing Date and Time**	**13 November 2026 @23:55pm**

Instructions for TENDER BRIEF:

- Bidders are required to NOTE the **Tender Brief Address** as provided with the **Tender Invitation**.

Instructions for TENDER SUBMISSION:

- Bidders are required to request for the **Tender Submission Link** via email no later than 3 days before tender closure.
- Bidders to ensure the documents being loaded are correct and accurate - once they are loaded, they could possibly not be accessed again or deleted.
- If incorrect documents are loaded and could not be deleted, the new document loaded must include the wording "**Corrected**".
- **Only Files can be loaded**, not folders.
    - As such, Folders with all its required content should be created on the Bidders system, then be converted to either a **Compressed or Zipped Folder.**
    - This will allow Bidders to load the whole Compressed/ Zipped Folder **as a file format** to the ***Tender Submission Link.***
- Once documents have been loaded, the Bidder may receive a confirmation email of the upload.
- Uploading of submission **must be in the structure and order** as prescribed in this tender and **MUST BE LABELLED CORRECTLY.**
- Bidders are requested to not create and submit excessively large files, but rather to break it up into its components.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THE FOLLOWING PARTICULARS MUST BE FURNISHED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED). BIDDERS THAT ARE UNINCORPORATED CONSORTIA CONSISTING OF MORE THAN ONE LEGAL ENTITY MUST SELECT A LEAD ENTITY AND FURNISH THE DETAILS OF THE LEAD ENTITY, UNLESS OTHERWISE SPECIFIED.

NAME OF BIDDER AND EACH ENTITY IN CONSORTIUM:	
POSTAL ADDRESS:	
STREET ADDRESS:	
CONTACT PERSON (FULL NAME):	
EMAIL ADDRESS:	
TELEPHONE NUMBER:	
FAX NUMBER:	

BIDDER REGISTRATION NUMBER OR REGISTRATION NUMBER OF EACH ENTITY IN CONSORTIUM				
BIDDER VAT REGISTRATION NUMBER OR VAT REGISTRATION NUMBER OF EACH ENTITY IN CONSORTIUM				
TAX CLEARANCE CERTIFICATE SUBMITTED?	**YES**		**NO**	
BBBEE CERTIFICATE SUBMITTED?	**YES**		**NO**	
FULL NAME OF AUTHORISED REPRESENTATIVE:				
SIGNATURE OF AUTHORISED REPRESENTATIVE:				
DATE OF SIGNATURE				

PART B

CHECKLIST OF COMPULSORY RETURNABLE SCHEDULES AND DOCUMENTS

Please adhere to the following instructions

- Tick in the relevant block below
- Ensure that the following documents are completed and signed where applicable:
- Use the prescribed sequence in attaching the annexes that complete the Bid Document

NB: Should all of these documents not be included, the Bidder may be disqualified on the basis of non-compliance

YES	NO	
☐	☐	One original Bid document ~~with one (1) copy~~ (~~clearly marked as original and copy & Flash Drive with required documents);~~
☐	☐	**Part A:** Invitation to Bid
☐	☐	**Part B:** Checklist of compulsory returnable schedules and documents
☐	☐	**Part C:** Specifications, Conditions of tender and Undertakings by Bidder
☐	☐	**Annexure A**: Copy of CV and copies of supporting documents
☐	☐	**Annexure B:** Tax Requirement
☐	☐	**Annexure C:** SBD4: Bidders Disclosure
☐	☐	**Annexure D:** SBD6.1 and B-BBEE status level certificate
☐	☐	~~**Annexure E:** SBD8: Declaration of Bidder's Past Supply Chain Practices~~
☐	☐	~~**Annexure F:** SBD9: Certificate of Independent Bid Determination~~
☐	☐	**Annexure G:** Copies ~~**(copy with original)**~~ of your CIPC company registration documents listing all members with percentages, in case of a lose corporation
☐	☐	**Annexure H:** Copies ~~**(copy with original)**~~ of latest share certificates, in case of a company.
☐	☐	**Annexure I:** List of traceable references of past and present clients, (Company name, Department, branch, contact person with office telephone number).
☐	☐	~~**Annexure J:** Financial Statements~~
☐	☐	**Annexure K:** Contract Skills Development Goal (CSDG)
☐	☐	**Annexure L:** Declaration of Default and Termination
☐	☐	**Annexure M:** CIDB Standard Professional Services Contract (July 2009) Edition 3 of CIDB Document 1014) & Scope of Work

PART C

SPECIFICATIONS, CONDITIONS OF TENDER AND UNDERTAKINGS BY BIDDER

1. DEFINITIONS

In this Request for Proposals, unless a contrary intention is apparent:

1.1. **B-BBEE** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act, 2003;

1.2. **B-BBEE Act** means the Broad-Based Black Economic Empowerment Act, 2003;

1.3. **B-BBEE status level** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the CA Codes of Good Practice.

1.4. **Business Day** means a day which is not a Saturday, Sunday or public holiday.

1.5. **Bid** means a written offer in the prescribed or stipulated form lodged by a Bidder in response to an invitation in this Request for Proposal, containing an offer to provide goods, works or services in accordance with the Specification as provided in this RFP.

1.6. **Bidder** means a person or legal entity, or an unincorporated group of persons or legal entities, which submit(s) a Bid.

1.7. **CA Codes of Good Practice** means the Codes of Good Practice on Broad Based Black Economic Empowerment - Chartered Accountancy Profession Sector Code, issued in terms of section 9(1) of the B-BBEE Act.

1.8. **Companies Act** means the Companies Act, 2008.

1.9. **Compulsory Documents** means the list of compulsory schedules and documents set out in Part B.

1.10. **Closing Time** means the time, specified as such under the clause 4.1 in Part C, by which Tenders must be received.

1.11. **DBSA** means the Development Bank of Southern Africa Limited.

1.12. **DFI** means development finance institution.

1.13. **Evaluation Criteria** means the criteria set out under the clause 26 (Evaluation Process) of this Part C, which includes the Qualifying Criteria and Functional Criteria.

1.14. **Functional Criteria** means the criteria set out in Part C.

1.15. **Intellectual Property Rights** includes copyright and neighbouring rights, and all proprietary rights in relation to inventions (including patents) registered and unregistered trademarks (including service marks), registered designs, confidential information (including trade secrets and know how) and circuit layouts, and all other proprietary rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.

1.16. **PFMA** means the Public Finance Management Act, 1999.

1.17. **PPPFA** means the Preferential Procurement Policy Framework Act, 2000.

1.18. **PPPFA Regulations** means the Preferential Procurement Regulations 2022, published in terms of the PPPFA.

1.19. **Proposed Contract** means the agreement including any other terms and conditions contained in or referred to in this RFP that may be executed between the DBSA and the successful Bidder.

1.20. **Qualifying Criteria** means the criteria set out in Part C.

1.21. **Request for Proposals** or **RFP** means this document (comprising each of the parts identified under Part A, Part B, Part C and Part D) including all annexures and any other documents so designated by the DBSA.

1.22. **SARS** means the South African Revenue Service.

1.23. **Services** means the services required by the DBSA, as specified in this RFP Part D.

1.24. **SLA** means service level agreement.

1.25. **SOE** means State Owned Enterprise, as defined by the Companies' Act.

1.26. **Specification** means the conditions of tender set and any specification or description of the DBSA's requirements contained in this RFP.

1.27. **State** means the Republic of South Africa.

1.28. **Statement of Compliance** means the statement forming part of a Tender indicating the Bidders compliance with the Specification.

1.29. **Tender Manager** means the person so designated under clause 3 (Tender Manager) of this RFP Part C.

1.30. **Tendering Process** means the process commenced by the issuing of this Request for Proposals and concluding upon formal announcement by the DBSA of the selection of a successful Bidder(s) or upon the earlier termination of the process.

1.31. **Website** means a website administered by DBSA under its name with web address www.dbsa.org

2. INTERPRETATIONS

In this RFP, unless expressly provided otherwise a reference to:

2.1. "includes" or "including" means includes or including without limitation; and

2.2. "R" or "Rand" is a reference to the lawful currency of the Republic of South Africa.

3. TENDER MANAGER

The Tender Manager is:

Lihle Nyide

DBSA Supply Chain Unit

Email: **NyideSCM@dbsa.org**

No questions will be answered telephonically.

4. SUBMISSION OF PROPOSALS

4.1. Tenderers need to access the documents as published for **RFP200/2026**. All tender documents provided including supporting documentation and returnable must be submitted before tender closing.

5. RULES GOVERNING THIS RFP AND THE TENDERING PROCESS

5.1. Participation in the tender process is subject to compliance with the rules contained in this RFP Part C.

5.2. All persons (whether or not a participant in this tender process) having obtained or received this RFP may only use it, and the information contained herein, in compliance with the rules contained in this RFP.

5.3. All Bidders are deemed to accept the rules contained in this RFP Part C.

5.4. The rules contained in this RFP Part C apply to:

5.4.1. The RFP and any other information given, received or made available in connection with this RFP, and any revisions or annexure;

5.4.2. the Tendering Process; and

5.4.3. any communications (including any briefings, presentations, meetings and negotiations) relating to the RFP or the Tendering Process.

6. STATUS OF REQUEST FOR PROPOSALS

6.1. This RFP is an invitation for individuals/companies to submit a proposal(s) for the provision of the services as set out in the Specification contained in this RFP. Accordingly, this RFP must not be construed, interpreted, or relied upon, whether expressly or implicitly, as an offer capable of acceptance by any person(s), or as creating any form of contractual, promissory or other rights. No binding contract or other understanding for the supply of services will exist between the DBSA and any Bidder unless and until the DBSA has executed a formal written contract with the successful Bidder.

7. ACCURACY OF REQUEST FOR PROPOSAL

7.1. Whilst all due care has been taken in connection with the preparation of this RFP, the DBSA makes no representations or warranties that the content in this RFP or any information communicated to or provided to Bidders during the Tendering Process is, or will be, accurate, current or complete. The DBSA, and its officers, employees and advisors will not be liable with respect to any information communicated which is not accurate, current or complete.

7.2. If a Bidder finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this RFP or any other information provided by the DBSA (other than minor clerical matters), the Bidder must promptly notify the DBSA in writing of such discrepancy, ambiguity, error or inconsistency in order to afford the DBSA an opportunity to consider what corrective action is necessary (if any).

7.3. Any actual discrepancy, ambiguity, error or inconsistency in this RFP or any other information provided by the DBSA will, if possible, be corrected and provided to all Bidders without attribution to the Bidder who provided the written notice.

8. ADDITIONS AND AMENDMENTS TO THE RFP

8.1 The DBSA reserves the right to change any information in, or to issue any addendum to this RFP before the Closing Time. The DBSA and its officers, employees and advisors will not be liable in connection with either the exercise of, or failure to exercise this right.

8.2 If the DBSA exercises its right to change information in terms of clause 8.1, it may seek amended Tenders from all Bidders.

9. REPRESENTATIONS

9.1. No representations made by or on behalf of the DBSA in relation to this RFP will be binding on the DBSA unless that representation is expressly incorporated into the contract ultimately entered into between the DBSA and the successful Bidder.

10. CONFIDENTIALITY

10.1 All persons (including all Bidders) obtaining or receiving this RFP and any other information in connection with this.

10.2 RFP or the Tendering Process must keep the contents of the RFP and other such information confidential and not disclose or use the information except as required for the purpose of developing a proposal in response to this RFP.

11. REQUESTS FOR CLARIFICATION OR FURTHER INFORMATION

All communications relating to this RFP and the Tendering Process must be directed to the Tender Manager.

11.1 All questions or requests for further information or clarification of this RFP or any other document issued in connection with the Tendering Process must be submitted to the Tender Manager in writing, and most preferably by e-mail.

11.2 Any communication by a Bidder to the DBSA will be effective upon receipt by the Tender Manager (provided such communication is in the required format).

11.3 The DBSA has restricted the period during which it will accept questions or requests for further information or clarification and reserves the right not to respond to any enquiry or request, irrespective of when such enquiry or request is received.

11.4 Except where the DBSA is of the opinion that issues raised apply only to an individual Bidder, questions submitted and answers provided will be made available to all Bidders by

e-mail, as well as on the DBSA's website without identifying the person or organisation which submitted the question.

11.5 In all other instances, the DBSA may directly provide any written notification or response to a Service Provider by email to the address of the Service Provider (as notified by the Service Provider to the DBSA Supply Chain Manager).

11.6 A Service Provider may, by notifying the DBSA Supply Chain Manager in writing, withdraw a question submitted in accordance with clause 11.1, in circumstances where the Bidder does not wish the DBSA to publish its response to the question to all Bidders as per clause 11.4.

12. UNAUTHORISED COMMUNICATIONS

12.1 Communications (including promotional or advertising activities) with staff of the DBSA or their advisors assisting with the Tendering Process are not permitted during the Tendering Process, or otherwise with the prior consent of the Tender Manager. Nothing in this clause 12 is intended to prevent communications with staff of, or advisors to, the DBSA to the extent that such communications do not relate to this RFP or the Tendering Process.

12.2 Bidders must not otherwise engage in any activities that may be perceived as, or that may have the effect of influencing the outcomes of the Tendering Process in any way.

13. IMPROPER ASSISTANCE, FRAUD AND CORRUPTION

13.1 Bidders may not seek or obtain the assistance of employees of the DBSA in the preparation of their tender responses.

13.2 DBSA may in its absolute discretion, immediately disqualify a Bidder that it believes has sought or obtained such improper assistance.

Bidders are to be familiar with the implications of contravening the Prevention and Combating of Corrupt Activities Act, 2004 and any other relevant legislation.

14. ANTI-COMPETITIVE CONDUCT

14.1 Bidders and their respective officers, employees, agents and advisors must not engage in any collusion, anti- competitive conduct or any other similar conduct in respect of this Tendering Process with any other Bidder or any other person(s) in relation to:

14.1.1 the preparation or lodgement of their Bid

14.1.2 the evaluation and clarification of their Bid; and

14.1.3 the conduct of negotiations with the DBSA.

14.2 For the purposes of this clause 14, collusion, anti-competitive conduct or any other similar conduct may include disclosure, exchange and clarification of information whether or not such information is confidential to the DBSA or any other Bidder or any other person or organisation.

14.3 In addition to any other remedies available to it under law or contract, the DBSA may, in its absolute discretion, immediately disqualify a Bidder that it believes has engaged in any collusive, anti-competitive conduct or any other similar conduct during or before the Tendering Process.

15. COMPLAINTS ABOUT THE TENDERING PROCESS

15.1 Any complaint about the RFP or the Tendering Process must be submitted to the Tender Manager in writing, by email, immediately upon the cause of the complaint arising or becoming known to the Bidder.

15.2 The written complaint must set out:

15.2.1 the basis for the complaint, specifying the issues involved;

15.2.2 how the subject of the complaint affects the organisation or person making the complaint;

15.2.3 any relevant background information; and

15.2.4 The outcome desired by the person or organisation making the complaint.

15.3 If the matter relates to the conduct of an employee of the DBSA, the complaint should be addressed in writing marked for the attention of the Chief Executive Officer of the DBSA and delivered to the physical address of the DBSA, as notified.

16. CONFLICT OF INTEREST

A Bidder must not, and must ensure that its officers, employees, agents and advisors do not place themselves in a position that may give rise to actual, potential or perceived conflict of interest between the interests of the DBSA and the Bidder's interests during the Tender Process.

16.1 The Bidder is required to provide details of any interests, relationships or clients which may or do give rise to a conflict of interest in relation to the supply of the services under any contract that may result from this RFP. If the Bidder submits its Bid and a subsequent conflict of interest arises, or is likely to arise, which was not disclosed in the Bid, the Bidder must notify the DBSA immediately in writing of that conflict.

16.2 The DBSA may immediately disqualify a Bidder from the Tendering Process if the Bidder fails to notify the DBSA of the conflict as required.

17. LATE SUBMISSION OF BIDS

17.1 Bids must be delivered by the Closing Time. The Closing Time may be extended by the DBSA in its absolute discretion by providing written notice to Bidders.

17.2 Bids delivered after the Closing Time or **lodged at a location or in a manner that is contrary to that specified in this RFP** will be disqualified from the Tendering Process and will be ineligible for consideration. However, a late Bid may be accepted where the Bidder can clearly demonstrate (to the satisfaction of the DBSA, in its sole discretion) that late lodgement of the Bid was caused by the DBSA; that access was denied or hindered in relation to the physical tender box; or that a major/critical incident hindered the delivery of the Bid and, in all cases, that the integrity of the Tendering Process will not be compromised by accepting a Bid after the Closing Time.

17.3 The determination of the DBSA as to the actual time that a Bid is lodged is final. Subject to clause 17.2, all Bids lodged after the Closing Time **will not be accepted**.

18. BIDDER'S RESPONSIBILITIES

18.1 Bidders are responsible for:

18.1.1 examining this RFP and any documents referenced or attached to this RFP and any other information made or to be made available by the DBSA to Bidders in connection with this RFP;

18.1.2 fully informing themselves in relation to all matters arising from this RFP, including all matters regarding the DBSA's requirements for the provision of the Services;

18.1.3 ensuring that their Bids are accurate and complete;

18.1.4 making their own enquiries and assessing all risks regarding this RFP, and fully considering and incorporating the impact of any known and unknown risks into their Bid;

18.1.5 ensuring that they comply with all applicable laws in regard to the Tendering Process particularly as specified by National Treasury Regulations, Guidelines, Instruction Notes and Practice Notes and other relevant legislation as published from time to time in the Government Gazette; and

18.1.6 Submitting all Compulsory Documents.

18.2 In terms of the B-BBEE framework, all businesses or entities that undertake any economic activity with DBSA, including any other business or entity that undertakes any economic activity, whether direct or indirect, with DBSA, are measurable under the dtic's codes of good practice (meaning as a non-negotiable they have to submit a valid B-BBEE certificate or proof of B-BBEE compliance derived from the relevant B-BBEE prescription).

18.3 Based on the above, a valid B-BBEE certificate or proof of B-BBEE compliance (e.g. valid affidavit, CIPC affidavit) is a mandatory requirement for contract award – as such, no contract or purchase order may be awarded to a supplier without providing status of B-BBEE compliance.

18.4 The DBSA reserves the right to require of a Bidder, either before a Bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the DBSA.

18.5 Failure to provide the required information may result in disqualification of the Bidder.

19. PREPARATION OF BIDS

19.1 Bidders must ensure that:

19.1.1 Their Bid is submitted in the required format as stipulated in this RFP; and

19.1.2 All the required information fields in the Bid are completed in full and contain the information requested by the DBSA.

19.2 The DBSA may in its absolute discretion reject a Bid that does not include the information requested or is not in the format required.

19.3 Unnecessarily elaborate responses or other representations beyond that which is sufficient to present a complete and effective tender proposal are not desired or required. Elaborate and expensive visual and other presentation aids are not necessary.

19.4 Where the Bidder is unwilling to accept a specified condition, the non-acceptance must be clearly and expressly stated. Prominence must be given to the statement detailing the non-acceptance. It is not sufficient that the statement appears only as part of an attachment to the Bid or be included in a general statement of the Bidders usual operating conditions.

19.5 An incomplete Bid may be disqualified or assessed solely on the information completed or received with the Bid.

20. ILLEGIBLE CONTENT, ALTERATION AND ERASURES

a. Incomplete Bids may be disqualified or evaluated solely on information contained in the Bid.

b. The DBSA may disregard any content in a Tender that is illegible and will be under no obligation whatsoever to seek clarification from the Bidder.

c. The DBSA may permit a Bidder to correct an unintentional error in its Bid where that error becomes known or apparent after the Closing Time, but in no event will any correction be permitted if the DBSA reasonably considers that the correction would materially alter the substance of the Bid or effect the fairness of the Tendering Process.

21. OBLIGATION TO NOTIFY ERRORS

If, after a Bidder's Response has been submitted, the Bidder becomes aware of an error in the Bidders Response, the Bidder must promptly notify the DBSA of such error.

22. RESPONSIBILITY FOR BIDDING COSTS

22.1 The Bidders participation or involvement in any stage of the Tendering Process is at the Bidders sole risk, cost and expense. The DBSA will not be held responsible for, or pay for, any expense or loss that may be incurred by Bidders in relation to the preparation or lodgement of their Bid.

22.2 The DBSA is not liable to the Bidder for any costs on the basis of any contractual, promissory or restitutionary grounds whatsoever as a consequence of any matter relating to the Bidders participation in the Tendering Process, including without limitation, instances where:

22.2.1 The Bidder is not engaged to perform under any contract; or

22.2.2 The DBSA exercises any right under this RFP or at law.

23. DISCLOSURE OF BID CONTENTS AND BID INFORMATION

23.1 All Bids received by the DBSA will be treated as confidential. The DBSA will not disclose contents of any Bid and Bid information, except:

23.1.1 as required by law;

23.1.2 for the purpose of investigations by other government authorities having relevant jurisdiction;

23.1.3 To external consultants and advisors of the DBSA engaged to assist with the Tendering Process; or for the general information of Bidders required to be disclosed as per National Treasury Regulations, Guidelines, Instruction Notes or Practice Notes.

24. USE OF BIDS

24.1 Upon submission in accordance with the requirements relating to the submission of Bids, all Bids submitted become the property of the DBSA. Bidders will retain all ownership rights in any intellectual property contained in the Bids.

24.2 Each Bidder, by submission of their Bid, is deemed to have licensed the DBSA to reproduce the whole, or any portion, of their Bid for the sole purposes of enabling the DBSA to evaluate the Bid.

25. BID ACCEPTANCE

All Bids received must remain open for acceptance for a minimum period of 90 (Ninety) days from the Closing Time. This period may be extended by written mutual agreement between the DBSA and the Bidder.

26. EVALUATION PROCESS

DBSA will utilise the following methodology and criteria in selecting a preferred Service Provider, if so required:

Stage 1: Responsiveness Evaluation;

Stage 2: Price and Preference Evaluation (Price and Specific Goals); and

Stage 3: Risk Analysis & Objective Criteria.

Post Tender Negotiations (if applicable) requesting Tenderers to provide best and final offer. Final evaluation will be in terms of the **80/20** preference point system and final award of contract.

26.1 STAGE ONE: Test for Administrative Responsiveness

The test for administrative responsiveness will include the following:

A. Tenderers who do not adhere to those criteria listed as a **PRE-QUALIFIER**, will be **disqualified immediately**.

Responsiveness Criteria		Criteria
1	Attendance of **Compulsory *Online* Tender Briefing**	Pre-Qualifier
2	Completed and signed **Declaration of Default and Termination**	Pre-Qualifier
3	The **Form of Offer** must be **signed and priced** (*signed by Tenderer and price populated as a min.in either Numbers or Words*) The DBSA further reserves the right to request the correction or clarification of minor administrative errors that do not affect the substance, validity, or enforceability of the Form of Offer.	Pre-Qualifier
4	**CVs with detailing experience, and the Proof of Registration with a recognized professional body/ institution, are part of the pre-qualifier.** *All resources should be professionally registered as stipulated and valid. Should the Professional Registration Document not indicate the date of first registration, or the validity period, a Supplementary Document from the same Regulatory Body must be provided - clearly indicating the date of first registration and validity period of the corresponding Professional Registration Document.* i. **Construction Project Manager** (Team Leader) (**SACPCMP, Pr. CPM**), minimum five (5) years' post professional registration experience. ii. **Professional Architect/ Senior Architectural Technologist/ Architectural Technologist - Pr.Arch/Senior Pr.Arch Tech/Arch Tech (SACAP) -** minimum ten (10) years' post professional registration experience. iii. **Structural Engineer/Technologist (ECSA)** - **Pr.Eng./Pr.Tech (ECSA),** minimum five (5) years' post professional registration experience. iv. **Civil Engineer/Technologist (ECSA)** - Pr.Eng./Pr.Tech (ECSA), minimum five (5) years' post professional registration experience. v. **Electrical – Engineer/Technologist - Pr.Eng./Pr.Tech (ECSA),** minimum five (5) years post professional registration experience. vi. **Mechanical Engineer/Technologist - Pr.Eng. / Pr. Technologist - ECSA**, minimum five (5) years post professional registration experience and detailed fire experience. vii. **Quantity Surveyor (SACQSP)**, minimum five (5) years post professional registration experience. viii. **Construction Health & Safety Agent (CHSA SACPCMP)**, minimum five (5) years' experience. ix. **Social Facilitator, minimum ten (10)** years' Infrastructure development projects experience. x. **Clerk of Works, minimum ten (10) years'** experience in built environment (Civil/Building). **NOTE:** All (10) CV's must **explicitly** indicate the following: a) Number of Years (Work Experience) b) Detailed on the role/duties. c) Documents submitted must be readable. d) Bidders must clearly specify which resource CV is offered for the tender required discipline - CV will not be assessed for any other discipline). Only one (1) resource CV per discipline will be assessed	Pre-Qualifier

B. Tenderers who do not adhere to the response time indicated for clarification enquiries by the Employer **will be deemed non-responsive** and not be evaluated further.

Responsiveness Criteria		Clarification
1	Adherence to the **Standard Conditions of Tender** as required (No deviations, qualifications & alternatives).	48 hours
2	**Returnable Documents** completed and signed	48 hours
3	Submission of Registration with **National Treasury Central Supplier Database** (CSD) **Summary Report**: - Bidder must be registered in order to do business with the DBSA.	48 hours
4	A **Tax Pin** issued by SARS.	48 hours
5	**BBBEE Certificate/ Affidavit**. (Consortiums, Joint Venture Companies and Partnership must submit a **consolidated** BBBEE Certificate) Bidder will score 0 points for preference if not responded to.	48 hours
6	**Proof of professional indemnity insurance of R5 000 000.00 with no limit on the number claims (Professional Indemnity covering all disciplines must be provided. IF the contractor has indemnity - the cover must cover all professional disciplines. If each professional carries their own indemnity, then each professional must submit its indemnity).**	48 hours

.

26.2 STAGE TWO – Price and Preference Evaluation (Price and B-BBEE)

i. Those Bidders which have passed the initial stages of the tender Process will be scored on the basis of price and preference point allocation in accordance with the applicable legislation.

ii. The successful Bidder will be the Bidder that scores the highest number of points in the second stage of the Bid evaluation, unless the DBSA exercises its right to cancel the RFP.

iii. Points will be allocated to Bidders at this stage of the evaluation, as follows:

Price points 80
Specific Goals (namely, BBBEE status level of contributor) 20

iv. **Price points**

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

$$Ps = 80(1-(Pt-Pmin)/Pmin)$$

Where:

Ps = Points scored for comparative price of tender or offer under consideration.
Pt = Comparative price of tender or offer under consideration; and
Pmin = Comparative price of lowest acceptable tender or offer.

v. **Preferential procurement points**

A maximum of 20 points may be awarded in respect of preferential procurement, which points must be awarded to a tenderer for attaining their B-BBEE Status Level in accordance with the table below:

B-BBEE Status Level	Number of Points

1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

An unincorporated 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 Bid.

Total

The total points scored by each Bidder will be calculated by adding the points scored for price (out of 80) to the points scored for specific goals (out of 20). The successful Bidder will be the Bidder which has the highest total points (out of 100) for both price and specific goals (unless there is a basis for selecting a different successful Bidder.

26.4 STAGE THREE: – Risk Analysis & Objective Criteria

a) In addition to the financial offer and preference evaluation, the Tenderers having the highest ranking / number of points, will additionally be reviewed against the following points listed as "Other Objective Criteria" in terms of the PPR2022, in order to ascertain suitability for award – we reserve the right to clarify any aspects listed hereunder where applicable.

i. If having passed Responsiveness, the tenderer will again be checked in terms of having a Compliant Tax Status at time of recommendation to confirm that the status has not changed, based on an active and Tax Complaint Pin issued by the South African Revenue Services.

ii. Fully compliant and registered with the National Treasury Central Supplier Database.

iii. No misrepresentation in the tender information submitted.

iv. The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and

v. The tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract.

vi. Convicted by a court of law for fraud and corruption.

vii. Removed from a contract between them and any organ of state on account of failure to perform on or comply with the contract.

viii. Any bidder who has had a tender award terminated by the DBSA for non-performance during the 18 months preceding the closing date of this RFP, may at the discretion of the DBSA, be excluded from recommendation for further under this RFP. In addition, any bidder who has received a written notice of non-performance in the 12-month period preceding the award of this RFP, may at the discretion of the DBSA, be excluded from recommendation for further awards until the non-performance, or the circumstance giving rise to the non-performance, has been remedied to the satisfaction of the DBSA.

ix. Financial health of the bidder may be assessed if deemed necessary, to ensure that the service provider will be able to operate as per required deliverables (Ratios: Accounts Receivable & Payable Turnover, Liquidity & Solvency).

x. Unduly high or unduly low Tendered rates in the Tender offer. In this regard, a financial risk analysis will be performed to verify that the costs are reasonable and balanced. Tenders may be disqualified if tendered rates are found to be distorted. The market average of received bid prices excluding Outliers, as well as the DBSA QS estimate will be used as a guide to indicate financial risk (CIDB Inform Practice Note #5).

xi. PEP Check and Procure Check to be initiated and if negative, may result in exclusion.

xii. Online verification of the Professional Registration Document will be actioned only to confirm the authenticity of the document.

xiii. The DBSA reserves the right to request a bidder to provide formal documented evidence within 48hrs (independent from bidder; e.g. employer), to prove authenticity of the documents and its content, failing which will result in bid being deemed non-responsive. Such evidence must include a contactable reference via email and telephone.

xiv. The DBSA reserves the right to further action an authenticity verification of the documents and content, through contacting the representing employer/s and/or contactable reference.

xv. A check against any other requirement as stipulated in the **Additional Conditions of Tender**.

xvi. Use of adherence to the stipulated requirement of
Refer to " Additional Conditions to Tender ". as Objective Criteria.

NB: Bidders are required to submit, as Annexure K to their Bids, any documentation which supports the responses provided in respect of Evaluation Stages 1 to 3.

27. STATUS OF BID

27.1 Each Bid constitutes an irrevocable offer by the Bidder to the DBSA to provide the Services required and otherwise to satisfy the requirements of the Specification as set out in this RFP.

27.2 A Bid must not be conditional on:

27.2.1 the Board approval of the Bidder or any related governing body of the Bidder being obtained;

27.2.2 the Bidder conducting due diligence or any other form of enquiry or investigation;

27.2.3 the Bidder (or any other party) obtaining any regulatory approval or consent;

27.2.4 the Bidder obtaining the consent or approval of any third party; or

27.2.5 the Bidder stating that it wishes to discuss or negotiate any commercial terms of the contract.

27.3 The DBSA may, in its absolute discretion, disregard any Bid that is, or is stated to be, subject to any one or more of the conditions detailed above (or any other relevant conditions).

27.4 The DBSA reserves the right to accept a Bid in part or in whole or to negotiate with a Bidder in accordance with the provisions of this RFP and the applicable laws and regulations.

28 CLARIFICATION OF BIDS

28.1 The DBSA may seek clarification from and enter discussions with any or all the Bidders in relation to their Bid. The DBSA may use the information obtained when clarification is sought, or discussions are had in interpreting the Bid and evaluating the cost and risk of accepting the Bid. Failure to supply clarification to the satisfaction of the DBSA may render the Bid liable to disqualification.

28.2 The DBSA is under no obligation to seek clarification of anything in a Bid and reserves the right to disregard any clarification that the DBSA considers to be unsolicited or otherwise impermissible or irrelevant in accordance with the rules set out in this RFP.

29 DISCUSSION WITH BIDDERS

29.1 The DBSA may elect to engage in detailed discussions with any one or more Bidder(s), with a view of maximising the benefits of this RFP as measured against the evaluation criteria and in fully understanding a Bidder's offer.

29.2 As part of the evaluation of this Bid, Bidders maybe invited to give a presentation to the DBSA in relation to their submissions. The DBSA is under no obligation to undertake discussions with, any Bidders.

29.3 In addition to presentations and discussions, the DBSA may request some or all Bidders to:

29.3.1 Conduct a site visit, if applicable;

29.3.2 Provide references or additional information; and/or

29.3.3 Make themselves available for panel interviews.

30. SUCCESSFUL BIDS

30.1 Selection as a successful Bidder does not give rise to a contract (express or implied) between the successful Bidder and the DBSA for the supply of the Services. No legal relationship will exist between the DBSA and a successful Bidder for the supply of the Services until such time as a binding contract is executed by them.

30.2 The DBSA may, in its absolute discretion, decide not to enter pre-contractual negotiations with a successful Bidder.

30.3 A Bidder is bound by its Bid and all other documents forming part of the Bidder's Response and, if selected as a successful Bidder, must enter into a contract on the basis of the Bid with or without further negotiation.

31. NO OBLIGATION TO ENTER INTO CONTRACT

31.1 The DBSA is under no obligation to appoint a Bidder or Bidders (as the case may be), or to enter into a contract with a Bidder or any other person, if it is unable to identify a Bid that complies in all relevant respects with the requirements of the DBSA, or if due to changed circumstances, there is no longer a need for the Services requested, or if funds are no longer available to cover the total envisaged expenditure. For the avoidance of any doubt, in these circumstances the DBSA will be free to proceed via any alternative process.

31.2 The DBSA may conduct a debriefing session for all Bidders (successful and unsuccessful). Attendance at such debriefing session is optional.

32. BIDDER WARRANTIES

32.1 By submitting a Bid, a Bidder warrants that:

32.1.1. it did not rely on any express or implied statement, warranty or representation, whether oral, written, or otherwise made by or on behalf of the DBSA, its officers, employees, or advisers other than any statement, warranty or representation expressly contained in the RFP;

32.1.2 it did not use the improper assistance of DBSA's employees or information unlawfully obtained from them in compiling its Bid;

32.1.3 it is responsible for all costs and expenses related to the preparation and lodgement of its Bid, any subsequent negotiation, and any future process connected with or relating to the Tendering Process;

32.1.4 it accepts and will comply with the terms set out in this RFP; and

32.1.5 it will provide additional information in a timely manner as requested by the DBSA to clarify any matters contained in the Bid.

33. DBSA'S RIGHTS

33.1. Notwithstanding anything else in this RFP, and without limiting its rights at law or otherwise, the DBSA reserves the right, in its absolute discretion at any time, to:

33.1.1 cease to proceed with, or suspend the Tendering Process prior to the execution of a formal written contract;

33.1.2 alter the structure and/or the timing of this RFP or the Tendering Process;

33.1.3 vary or extend any time or date specified in this RFP

33.1.4 terminate the participation of any Bidder or any other person in the Tendering Process;

33.1.5 require additional information or clarification from any Bidder or any other person;

33.1.6 provide additional information or clarification;

33.1.7 negotiate with any one or more Bidder;

33.1.8 call for new Bid;

33.1.9 reject any Bid received after the Closing Time; or

33.1.10 reject any Bid that does not comply with the requirements of this RFP.

34. GOVERNING LAWS.

34.1. This RFP and the Tendering Process are governed by the laws of the Republic of South Africa.

34.2. Each Bidder must comply with all relevant laws in preparing and lodging its Bid and in taking part in the Tendering Process.

34.3. All Bids must be completed using the English language and all costing must be in South African Rand.

35. MANDATORY QUESTIONS

35.1. Bidders shall provide full and accurate answers to all (including mandatory) questions posed in this document, and, are required to explicitly state "Comply/Accept" or "Do not comply/Do not accept" (with a Ö or an X) regarding compliance with the requirements. Where necessary, the Bidders shall substantiate their response to a specific question.

NOTE: It is mandatory for Bidders to complete or answer this part fully; failure to do so will result in the Bid being treated as incomplete and the Bid may be disqualified.

35.1.1

	Accept	**Do not accept**

This Bid is subject to the CIDB Standard Professional Services Contract (July 2009) Edition 3 of CIDB Document 1014) stipulated in this RFP document and as amended herein.		

35.1.2

The laws of the Republic of South Africa shall govern this RFP and the Bidders hereby accept that the courts of the Republic of South Africa shall have the jurisdiction.	**Accept**	**Do not accept**

35.1.3

The DBSA shall not be liable for any costs incurred by the Bidder in the preparation of response to this RFP. The preparation of response shall be made without obligation to acquire any of the items included in any Bidder's proposal or to select any proposal, or to discuss the reasons why such vendor's or any other proposal was accepted or rejected.	**Accept**	**Do not accept**

35.1.4

The DBSA may request written clarification or further information regarding any aspect of this proposal. The Bidders must supply the requested information in writing within two working days after the request has been made, otherwise the proposal may be disqualified.	**Accept**	**Do not accept**

35.1.5

The DBSA reserves the right to; cancel or reject any proposal and not to award the proposal to the lowest Bidder or award parts of the proposal to different Bidders, or not to award the proposal at all.	**Accept**	**Do not accept**

35.1.6

By submitting a proposal in response to this RFP, the Bidders accept the evaluation criteria as it stands.	**Accept**	**Do not accept**

35.1.7

Where applicable, the DBSA reserves the right to run benchmarks on the requirements equipment during the evaluation and after the evaluation.	**Accept**	**Do not accept**

35.1.8

The DBSA reserves the right to conduct a pre-award survey during the source selection process to evaluate contractors' capabilities to meet the requirements specified in the RFP and supporting documents.	**Accept**	**Do not accept**

35.1.9

Only the solution commercially available at the proposal closing date shall be considered. No Bids for future solutions shall be accepted.	**Accept**	**Do not accept**

35.1.10

The Bidder should not qualify the proposal with own conditions. **Caution:** If the Bidder does not specifically withdraw its own conditions of proposal when called upon to do so, the proposal response shall be declared invalid.	**Accept**	**Do not accept**

35.1.11

Should the Bidder withdraw the proposal before the proposal validity period expires, the DBSA reserves the right to recover any additional expense incurred by the DBSA having to accept any less favourable proposal or the additional expenditure incurred by the DBSA in the preparation of a new RFP and by the subsequent acceptance of any less favourable proposal.	**Accept**	**Do not accept**

35.1.12

Delivery of and acceptance of correspondence between the DBSA and the Bidder sent by prepaid registered post (by air mail if appropriate) in a correctly addressed envelope to either party's postal address or address for service of legal documents shall be deemed to have been received and accepted after (2) two days from the date of postage to the South African Post Office Ltd.	**Accept**	**Do not accept**

35.1.13

Should the parties at any time before and/or after the award of the proposal and prior to, and-or after conclusion of the contract fail to agree on any significant product price or service price adjustments, change in technical specification, change in services, etc. The DBSA shall be entitled within 14 (fourteen) days of such failure to agree, to recall the letter of award and cancel the proposal by giving the Bidder not less than 90 (ninety) days written notice of such cancellation, in which event all fees on which the parties failed to agree increases or decreases shall, for the duration of such notice period, remain fixed on those fee/price applicable prior to the negotiations. Such cancellation shall mean that The DBSA reserves the right to award the same proposal to next best Bidders as it deems fit.	**Accept**	**Do not accept**

35.1.14

Any amendment or change of any nature made to this RFP shall only be of force and effect if it is in writing, signed by THE DBSA signatory and added to this RFP as an addendum.	**Accept**	**Do not accept**

35.1.15

Failure or neglect by either party to (at any time) enforce any of the provisions of this proposal shall not, in any manner, be construed to be a waiver of any of that party's right in that regard and in terms of this proposal. Such failure or neglect shall not, in any manner, affect the continued, unaltered validity of this proposal, or prejudice the right of that party to institute subsequent action.	**Accept**	**Do not accept**

35.1.16

All services supplied in accordance with this proposal must be certified to all legal requirements as per the South African law.	**Accept**	**Do not accept**

35.1.17

No interest shall be payable on accounts due to the successful Bidder in an event of a dispute arising on any stipulation in the contract.	**Accept**	**Do not accept**

35.1.18

Evaluation of Bids shall be performed by an evaluation panel established by the DBSA. Bids shall be evaluated on the basis of conformance to the required specifications as outlined in the RFP. Points shall be allocated to each Bidder, on the basis that the maximum number of points that may be scored for price is 80, and the maximum number of preference points that may be claimed for HDI (according to the PPPFA) is 20.	**Accept**	**Do not accept**

35.1.19

If the successful Bidder disregards contractual specifications, this action may result in the termination of the contract.	**Accept**	**Do not accept**

35.1.20

The Bidders' response to this Bid, or parts of the response, shall be included as a whole or by reference in the final contract.	**Accept**	**Do not accept**

35.1.21

Should the evaluation of this Bid not be completed within the validity period of the Bid, the DBSA has discretion to extend the validity period.	**Accept**	**Do not accept**

35.1.22

Upon receipt of the request to extend the validity period of the Bid, the Bidder must respond within the required time frames and in writing on whether or not he agrees to hold his original Bid response valid under the same terms and conditions for a further period.	**Accept**	**Do not accept**

35.1.23

Should the Bidder change any wording or phrase in this document, the Bid shall be evaluated as though no change has been affected and the original wording or phrasing shall be used.	**Accept**	**Do not accept**

35.1.24

Declaration by contractor:	**Accept**	**Do not accept**

I approve that the above information is accurate and can be supported by documents and reference on request.		

Additional Conditions to Tender

i. It is the DBSA's intention to award one bidder per RFP in respect of tender **RFP199/2026, RFP200/2026 & RFP201/2026.**
ii. Should a bidder be recommended for award in respect of either these RFPs, and the bidder has bid for more than one RFP, the bidder agrees to withdraw their remaining bid/s if successful in one
iii. The offer of award will be informed by the best Value for Money, Risk Allocation and Risk Profile of the bidder.
iv. Value for Money = Improved total cost.
v. Risk Allocation = Considering other awards, including the logistical allocation of other projects.
    - *Risk Profile* = Considering the profiles of entities, such as Procure Check, PEP Checks and Directorship to name a few.
vi. The DBSA reserves the right to not award any bidder that has a **cumulative** order book totaling to: R60m- **Level 6**/ R120m- **Level 7**/ N/A- **Level 8**-**9** (whichever CIDB classification is applicable to this tender – if CIDB is not applicable, this condition is N/A).
vii. The DBSA reserves the right to not award any bidder that has a **total of five (5)** active awards/ orders with an outstanding value. If the outstanding value is 10% or less, indicating the project is nearing completion, or reached practical completion, the DBSA reserves the right to recommend.
viii. The following will be considered as one award, in the event that a bidder forms part of a Joint Venture/ Consortium: "***point iv"*** based on the JV/ Consortium participation percentage and *"***point *v***" based on an award made to the JV/ Consortium.
ix. The DBSA reserves the right to disqualify a tenderer with unrealistic price offers, in line with CIDB prescripts (CIDB Inform Practice Note #5).
x. The DBSA reserves the right to negotiate to ensure the value for money principle is not compromised.
xi. The DBSA reserves the right to award the scope in full or part thereof, subject to budget availability.
xii. In the event of a partial award, the DBSA reserves the right for items excluded from the award, to be retendered in a new tender process.
xiii. Tenderer is required to adhere to the Pricing Instructions as detailed, failing which will result in offer being deemed non-compliant. Where noted that a cost item was not priced, clarification will be issued to clarify reason, without allowing any costs to be amended or included.

The below conditions *xii* and *xiii* are **NOT APPLICABLE.**

xiv. Tenderer may not propose any resources that have been allocated on a project that has been awarded by DBSA and is less than 85% complete.

The resources tendered will be assessed to verify that they are not offered on another project with less than 85% completion. Should such an occurrence transpire, a clarification will be issued to allow the tenderer to replace the applicable resource/s within 48 hrs, failing which, the bid will be excluded from recommendation.

Signature(s) of Bidder or assignee(s) Date

Name of signing person (in block letters)

Capacity

Are you duly authorized to sign this Bid?

Name of Bidder (in block letters)

Postal address (in block letters)

Domicilium citandi et executandi in the RSA (full street address of this place) (in block letters)

……

……

……

Telephone Number:……..FAX number.....

Cell Number: ……..

Email Address……..……..

RELEVANT ANNEXURES MUST BE FURNISHED (ALL RELEVANT ANNEXURES MUST BE ADDED TO THE COMPULSORY ANNEXURES FROM THE LIST BELOW)

(FAILURE TO DO SO SHALL RESULT IN YOUR BID BEING DISQUALIFIED)

Annexure A: Copy of CV's of the design team

Annexure B: Tax Requirements

Annexure C: **SBD4:** Bidders Disclosure

Annexure D: **SBD6.1:** Preference Claim Forms in terms of Preferential Procurement Regulations

~~**Annexure E:** **SBD 8:** Declaration of Bidder's Past Supply Chain Practices~~

~~**Annexure F:** **SBD 9:** Certificate of Independent Bid Determination~~

Annexure G: Copies (~~Copy with original stamp~~) of your CIPC company registration documents members with percentages, in case of a CC

Annexure H: Copies (~~**Copy with original stamp**~~) of all latest share certificates, in case of a company

Annexure I: List of traceable references of past and present clients, (Company name, Department, branch, contact person with office telephone number).

~~**Annexure J:** Financial Statements~~

Annexure K: Contract Skills Development Goal (CSDG)

Annexure L: Declaration of Default and Termination

Annexure M: CIDB Standard Professional Services Contract (July 2009) Edition 3 of CIDB Document 1014) & Scope of Work

Annex A : CV's OF THE PROJECT TEAM

Bidders are required to include, as Annexure A to their Bids, the required supporting documents

No	NAME AND SURNAME	EXPERT/ DISCIPLINE	ROLE ON PROJECT

SIGNATURE: …….. DATE: ……..
(Person authorized to sign on behalf of the Bidder)

Annex B : TENDERER'S VALID & ACTIVE TAX COMPLIANCE STATUS PIN FORM

IT IS A CONDITION OF THIS TENDER THAT THE TAXES OF THE TENDERER MUST BE IN ORDER, OR THAT SATISFACTORY ARRANGEMENTS HAVE BEEN MADE WITH THE SOUTH AFRICAN REVENUE SERVICES (SARS) TO MEET THE RESPONDENT'S TAX OBLIGATIONS.

1. The valid and active Tax Compliance Status Pin issued by the South African Revenue Services must be submitted together with this tender and appended to this page. Failure to submit the valid and active Tax Compliance Status Pin will result in the **invalidation/ disqualification** of the tender submission.
2. Valid Tax Compliance is a mandatory requirement for successful bidders post the tender process.
3. Where Joint Ventures/ Consortia/ Associations, etc. are involved, the Tax Compliance status will be based on the main Joint Venture Partners status. However, the Tax Compliance status documentation of all the Joint Venture Partners are to be appended to this page. Any tax noncompliance of any party will require a bidder to provide fully compliant tax status for any award to be made.

Annex C : SBD4 BIDDERS DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. BIDDER'S DECLARATION

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest1 in the enterprise,
employed by the state?**YES/NO**

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

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

……

……

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?**YES/NO**

2.3.1 If so, furnish particulars:

……

……

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

3 DECLARATION

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

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

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

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium2 will not be construed as collusive bidding.

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

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

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

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

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

……	..……
Signature	Date
……	……
Position	Name of bidder

Annex D : SBD 6.1 PREFERENCE CLAIM FORM IN TERMS OF PREFERENTIAL PROCUREMENT REGULATIONS (NO EVALUATION OF THIS NATURE WILL TAKE PLACE THIS ROUND, BIDDER STILL TO COMPLETE)

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

---

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(*delete whichever is not applicable for this tender*).

~~a) The applicable preference point system for this tender is the 90/10 preference point system.~~

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

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

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

(a) Price; and

(b) Specific Goals (namely, BBBEE status level of contributor).

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	**100**

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

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

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

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

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

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	~~Number of points allocated (90/10 system)~~	Number of points allocated (80/20 system)	~~Number of points claimed (90/10 system) (To be completed by the tenderer)~~	Number of points claimed (80/20 system) (To be completed by the tenderer)
1	~~10~~	20		
2	~~9~~	18		
3	~~6~~	14		
4	~~5~~	12		
5	~~4~~	8		
6	~~3~~	6		
7	~~2~~	4		
8	~~1~~	2		
Non-compliant contributor	~~0~~	0		

(Note: Bidders are required to submit their BBBEE certificates or sworn affidavits (in the case of EMEs/QSEs) in order to be eligible to claim points)

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm…….

4.4. Company registration number: ……...

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

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

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

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

(a) disqualify the person from the tendering process;

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

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

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

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

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: .....

DATE: .....

ADDRESS: .....

.....

.....

.....

Annex E : SBD 8 DECLARATION OF BIDDER'S PAST SUPPLY CHAIN PRACTICES

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1 This Standard Bidding Document must form part of all bids invited.

2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-

a. abused the institution's supply chain management system;
b. committed fraud or any other improper conduct in relation to such system; or
c. failed to perform on any previous contract.

4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	**Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?** (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the *audi alteram partem* rule was applied). **The Database of Restricted Suppliers now resides on the National Treasury's website (**www.treasury.gov.za**) and can be accessed by clicking on its link at the bottom of the home page.**	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? **The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.**	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past 10 years?	Yes ☐	No ☐

4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past 10 years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		

SBD 8

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)……

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

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

…….. **……..**

Signature **Date**

…… **……..**

Position **Name of Bidder**

Annex F : ~~SBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION~~

~~CERTIFICATE OF INDEPENDENT BID DETERMINATION~~

~~1 This Standard Bidding Document (SBD) must form part of all bids[1] invited.~~

~~2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).[2] Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.~~

~~3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:~~

~~a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.~~

~~b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.~~

~~4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.~~

~~5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:~~

~~[1] Includes price Proposals, advertised competitive bids, limited bids and proposals.~~

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

_____

(Bid Number and Description)

in response to the invitation for the bid made by:

_____

_

(Name of Institution)

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

I certify, on behalf

of:_____that

(Name of Bidder)

(a) I have read and I understand the contents of this Certificate;

(b) I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;

(c) I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;

(d) 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;

(e) 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

(f) 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[3] will not be construed as collusive bidding.

(g) In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

(a) prices;

(b) geographical area where product or service will be rendered (market allocation)

(c) methods, factors or formulas used to calculate prices;

(d) the intention or decision to submit or not to submit, a bid;

(e) the submission of a bid which does not meet the specifications and conditions of the bid; or

(f) bidding with the intention not to win the bid.

(h) 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.

(i) 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.

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

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

……

Signature Date

……

Position Name of Bidder

Annex G : Copies of your CIPC (CIPRO) Company Registration Documents

Bidders are required to include, as annexure G to their Bids, copies of all relevant CIPC registration documents listing all members with percentages, in the case of a close corporation, partnerships or joint ventures.

Annex H : Copies of the Latest Share Certificates (In case of a Company)

Bidders are required, as annexure H to their Bids, to submit copies of the latest share certificates of all relevant companies.

Annex I :List of Traceable References of similar service

Bidders are required, as Annexure I to their Bids, to submit a list of traceable references of similar services

Annex J :~~3 Year Financial Statement~~

~~**Bidders are required as Annexure J to their Bids, to submit companies' financials**~~

Annex K: CONTRACT SKILLS DEVELOPMENT GOAL (CSDG)

CIDB SKILLS STANDARD BASELINE TRAINING PLAN

Only for Reference purposes for the successful bid.

Professional Service Provider (PSP) Details						
PSP Name:						
CRS Number:						
Estimated Start Date:						
Estimated Completion Date:						
Size Of Organization:	Small (1-49 employees)		Medium (50-149 employees)		Large (≥150 employees)	

Contractor Contact Details	
Name of Contact Person	
Designation of Contact Person	
Contact Details	Cell Number:
	Landline Number:
	Email Address:

Contract Data				
Project Name				
CIDB Contract Number				
Name of Client				
Project Description				
Final Tender Sum				
Project Location				
Project Duration	**28 months**			
Estimated Start Date				
Estimated Completion Date				
Description	Designation	Project Value	CSDG hours	Min CSDG Target
RFP200/2026	**PSP**		**hours**	For every R1m in Professional fees x 150 = hrs to apply

ANNEXURE L

DECLARATION OF DEFAULT AND TERMINATION

It is a condition of this tender that bidders declare all project, default and/ or terminations in full with the DBSA within the last 5 years.

This declaration MUST be signed, whether any declaration is applicable or not.

If no declaration is applicable, tenderers MUST either strikethrough or indicate Not Applicable.

The DBSA will disqualify the tenderers bid, should this declaration prove to be false.

NAME OF PUBLIC ENTITY	PROJECT DESCRIPTION & VALUE	DATE OF AWARD	DOCUMENTED DEFAULT AND/ OR TERMINATION

- Bidders may recreate the above table and submit if insufficient space is available (This Declaration must however be signed in full).

I, _____ of _____,

(Authorised Signatory)(Company Name)

Hereby acknowledge having read, understood, and agree to the terms and conditions set out in this Returnable and confirm that the information provided is accurate and complete.

_____ _____

(Signature) (Date)

ANNEX M: CIDB'S STANDARD PROFESSIONAL SERVICES CONTRACT (JULY 2009) (EDITION 3 OF CIDB DOCUMENT 1014) & SCOPE OF WORK

All Contractual Clauses for contracting, as well as the detailed Scope of works, are detailed in Annexure M

CIDB'S STANDARD PROFESSIONAL SERVICES CONTRACT (JULY 2009) (EDITION 3 OF CIDB DOCUMENT 1014), AS PUBLISHED BY THE CONSTRUCTION INDUSTRY DEVELOPMENT BOARD.

Between:

THE DEVELOPMENT BANK OF SOUTHERN AFRICA LIMITED

"The Employer"

AND

.....

"The Service Provider"

For:

RFP200/2026: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE PROVISION OF PROFESSIONAL SERVICES TO PLAN, DESIGN, MONITOR AND COMPLETE [AS PER FIDPM STAGES 2 – 7] MYOLWA PS IN THE EASTERN CAPE.

PART C1:AGREEMENT AND CONTRACT DATA

Page

C1.1 Form of Offer and Acceptance 52

C1.2 Contract Data ..... … 58

C1.1 FORM OF OFFER AND ACCEPTANCE

C1.1.1 OFFER

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

RFP200/2026 APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE PROVISION OF PROFESSIONAL SERVICES TO PLAN, DESIGN, MONITOR AND COMPLETE [AS PER FIDPM STAGES 2– 7] MYOLWA PS IN EASTERN CAPE.

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

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the service provider under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

THE OFFERED TOTAL PERCENTAGE PROFESSIONAL FEE INCLUDING DISBURSEMENTS AND A CONTINGENCY ALLOWANCE, INCLUSIVE OF VALUE ADDED TAX IS:

Items	Percentage Fee Offer in Words	As %
Professional Fees (Average%)		**%**
Disbursements		**%**
Budgetary Allowance for Contingencies		**%**
Budgetary allowance CIDB BUILD @ 2% of C2.2.2		**%**
TOTAL PERCENTAGE (%) FEES TENDERED		**%**

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the service provider in the conditions of contract identified in the contract data.

Signature . . . . . .

Name . . . . . .

Capacity . . . . . .

For the tenderer

Name of Tenderer . . . . . .

Address of Tenderer . . . . . .

Name of witness ……

Signature of witness . . . . . Date . . . . . .

Signature of witness . . . . . Date . . . . . .

C1.1 FORM OF OFFER AND ACCEPTANCE (Continued)

C1.1.2 Acceptance

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

The terms of the contract, are contained in:

Part C1: Agreements and contract data, (which includes this agreement)
Part C2: Pricing data
Part C3: Scope of work.
Part C4: Site information

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

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

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

Notwithstanding anything contained herein, this agreement comes into effect from the start date defined elsewhere in the contract and includes the schedule of deviations (if any). Unless the tenderer (now contractor**)** within five working days of the date of receiving this agreement notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature . . . . . .

Name . . . . . .

Capacity . . . . . .

for the Employer **Development Bank of Southern Africa Limited [DBSA]**
1258 Lever Road, Headway Hill,
Midrand, Gauteng Province

Name of witness . . . . . .

Signature of witness . . . . Date . . . . . .

Schedule of Deviations

1 Subject . . . . . .

Details . . . . . .

. . . . . .

. . . . . .

. . . . . .

2 Subject . . . . . .

Details . . . . . .

. . . . . .

. . . . . .

. . . . . .

3 Subject . . . . . .

Details . . . . . .

. . . . . .

. . . . . .

. . . . . .

4 Subject . . . . . .

Details . . . . . .

. . . . . .

. . . . . .

. . . . . .

5 Subject . . . . . .

Details . . . . . .

. . . . . .

. . . . . .

. . . . . .

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

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

For the Tenderer:

Signature(s) . . . .

Name(s) . . . .

Capacity . . . .

Name of Tenderer . . . .

Address of Tenderer . . . .

. . . .

Name of witness ……………………………………………………………………………………………

Signature of witness . . . . Date . . . .

For the Employer:

Signature(s) . . . .

Name(s) . . . .

Capacity . . . .

Name of Employer: **Development Bank of Southern Africa Limited [DBSA]**

Address of Employer 1258 Lever Road, Headway Hill, Midrand, Gauteng Province

Name of witness ……………………………………………………………………………………………

Signature of witness . . . . Date . . . .

C1.2 CONTRACT DATA

CIDB PROFESSIONAL SERVICES AGREEMENT CONTRACT DATA

1. PART 1: GENERAL CONDITIONS OF CONTRACT

1.1 The General Conditions of Contract are the Construction Industry Development Board ("CIDB") Standard Professional Services Contract (July 2009) (Edition 3 of CIDB document 1014) ('SPSC"), as published by the CIDB.

1.2 Copies of these General Conditions of Contract may be obtained from the Construction Industry Development Board's website at www.cidb.org.za. Copies of the General Conditions of Contract are also available for inspection and scrutiny at the offices of the Employer, but the Employer will not make a copy available.

1.3 The pro-forma's attached to the SPSC on pages 17 to 24 shall not apply to this Contract and shall be replaced with the documentation bound into this Contract Document.

1.4 The General Conditions of Contract make several references to the Contract Data for specific data which together with the standard contract collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract.

1.5 The General Conditions of Contract shall be read in conjunction with the variations, amendments and additions set out in the Special Conditions below. Each item of data given below is cross-referenced to the clause in the General Conditions of Contract to which it mainly applies.

2. PART 2: SPECIAL CONDITIONS

Clause Number	Clause
1	**DEFINITIONS**
	Add the following to the definition of Employer: The Employer is the DEVELOPMENT BANK OF SOUTHERN AFRICA LIMITED ("DBSA"), acting through its Infrastructure Delivery Division (the "IDD"), a juristic person, reconstituted and incorporated in terms of section 2 of the Development Bank of Southern Africa Act No 13 of 1997 (the "DBSA"); (and "**employer**" includes their successors in title and permitted assignees under this **agreement**).
	Delete the definition of Force Majeure and replace it with the following: Force Majeure means an exceptional event or circumstance: • which is beyond a Party's control, • which such Party could not reasonably have provided against before entering into the Contract, • which, having arisen, such Party could not reasonably have avoided or overcome, and • which is not substantially attributable to the other Party. Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind listed below, so long as conditions above are satisfied: • war, hostilities (whether war be declared or not), invasion, act of foreign enemies, • rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, • riot, commotion, disorder, strike or lockout by persons other than the Service Provider's Personnel and other employees of the Service Provider and Subcontractors, • munitions of war, explosive materials, ionising radiation or contamination by radio-activity, except as may be attributable to the Service Provider's use of such munitions, explosives, radiation or radio-activity, and • natural catastrophes such as earthquake, hurricane,

	typhoon or volcanic activity.
	Add the following to the definition of Period of Performance: The period of performance is commencing from the Start Date until the completion of the Close Out Stage as per the Construction Contract with a construction contractor.
	Add the following at the end of the definition of Service Provider: The contracting party may also be a consortium/joint venture contracting as a formally constituted Joint Venture Partnership, in which all parties are jointly and severally liable. In terms of this definition, the words consortium and joint venture shall be regarded as synonymous.
	Add the following new definitions:
	Baseline Risk Assessment means the baseline risk assessment contemplated in regulation 5(1)(a) of the Construction Regulations 2014.
	Business Day means every day which is not a Saturday, a Sunday or an official public holiday in South Africa.
	Confidential Information means information not readily available, in the ordinary course of business, to third parties, including, but not limited to: • the results of the Services; • all information relating to the Project, the Services and the Employer; and • all information relating to the Employer's businesses, whether historical or forecast.
	Construction Agent means an "agent" as per the Construction Regulations 2014 which means a competent person who acts as a representative for a client ("client" in this regard being the Employer); the agent contemplated herein: (i) manages the health and safety on a construction project for the client; (ii) is registered with a statutory body (being the South African Council for Project and Construction Management Professions or any other statutory body approved by the chief inspector); and (iii) is qualified to perform the functions required by the Construction Regulations.
	Construction Contract means the contract dated [xxx] concluded between the Employer and the Contractor Construction according to which the Works will be completed..

	Contractor means the Contractor appointed in terms of the Construction Contract.
	Service Provider Insolvency Event means, and is considered to occur if: (i) the Service Provider commits an act which, if committed by an individual, would constitute an act of insolvency within the meaning of Sections 8 or 9(3)(a)(v) of the Insolvency Act 24 of 1936, as amended, or any equivalent legislation in any jurisdiction to which it is subject; (ii) the Service Provider begins negotiations or takes any other step with a view to generally deferring, re-scheduling or otherwise re-adjusting all or a material part of its indebtedness or proposes or makes a general scheme, arrangement, assignment, or composition with or for the benefit of its creditors or a moratorium is proposed or agreed in respect of or affecting all or a material part of its indebtedness; (iii) the Service Provider makes an application to court for business rescue supervision or for its winding-up (whether provisionally or finally); (iv) a court of competent jurisdiction grants an order winding-up Service Provider (whether provisionally or finally) or makes an order placing the Service Provider under business rescue supervision; (v) an application or other legal process (including the filing of any document commencing judicial process) is issued seeking an order for the winding-up of the Service Provider (whether provisionally or finally) or liquidation (whether provisionally or finally) the Service Provider under business rescue supervision, except for so long as such application or other legal process is being contested in good faith and by appropriate means or except for the bona fide purpose of reconstruction, amalgamation, reorganisation, merger or consolidation; or

	(vi) a resolution is passed by: a) the shareholders of the Service Provider for the winding-up of the Service Provider, whether by way of a members' or creditors' voluntary winding-up; or b) the board of the Service Provider for the Service Provider to voluntarily begin business rescue proceedings and place himself under business rescue supervision.
	Project Programme means the time programme established between the Employer and Contractor in accordance with the Construction Contract for the construction and completion of the Project.
	Works means the permanent works (if any) to be executed for the achievement of the Project.
2	**INTERPRETATION**
2.2	Delete this clause and replace it with the following: **Order of Priority** The following documents shall be deemed to form and be read and construed as part of the Contract:
2.2.1	The Contract;
2.2.1.1	The Special Conditions;
2.2.1.2	The Contract Data;
2.2.1.3	The General Conditions of Contract;
2.2.1.4	Pro-Forma Performance Security;
2.2.2	The Scope of Work
	The Contract and the other documents listed in clause 2.2 shall be taken to be mutually explanatory of one another but in the event of ambiguity, discrepancy, divergence or inconsistency in or between them they shall follow the order in which they are listed in this clause.

	Insert the following new clauses at the end of this clause 2:
2.4	Where any word or expression is defined in this Contract, a cognate word or expression shall have a corresponding meaning.
2.5	The schedules and appendices to this Contract form an integral part hereof and words and expressions defined in this Contract shall bear the same meaning in such schedules and appendices, unless the context otherwise requires, and to the extent that there is any conflict between the schedules or appendices to this Contract and the provisions of this Contract, the provisions of this Contract shall prevail.
2.6	If any provision in a definition is a substantive provision conferring rights or imposing obligations on any party, notwithstanding that it appears only in this interpretation clause, effect shall be given to it as if it were a substantive provision of this Contract.
2.7	References to a statutory provision include any subordinate legislation made from time to time under that provision and references to a statutory provision include that provision as from time to time modified or re-enacted as far as such modification or re-enactment applies, or is capable of applying, to this Contract.
2.8	References in this Contract to clauses, sub-clauses, appendices, schedules and annexures are to clauses and sub-clauses of, and appendices and annexures to, this Contract.
2.9	Any word or expression defined in any clause shall, unless the application of the word or expression is specifically limited to the clause in question, bear the meaning ascribed to the word or expression throughout this Contract.
2.10	No rule of construction shall be applied to the disadvantage of a Party to this Contract because that Party was responsible for or participated in the preparation of this Contract or any part of it.
2.11	Any reference in this Contract to this or any other Contract, document or instrument shall be construed as such Contract or document as amended, varied, restated, novated or substituted from time to time.
2.12	Unless otherwise provided, any number of days prescribed shall be determined by excluding the first and including the last day or, where the last day falls on a day that is not a Business Day, the next Business Day.
2.14	In the event that the day for payment of any amount due in terms of this Contract or a date for submission of any invoice or statement should fall on a day which is not a Business Day, the relevant day for payment or submission, as the case may be, shall be the next Business Day.
2.15	Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.
2.16	The use of the word “including” followed by a specific example/s shall not be construed as limiting the meaning of the general wording preceding it.

3.0	**GENERAL**
3.2	**Change in legislation** Amend this clause by adding the following at the end of the clause: Notwithstanding anything contained in this clause or this agreement, a "change in legislation" shall not include any law or piece of legislation that was enacted or made but not yet in force as at the date when the tender was submitted, or any proposed or draft law that was promulgated or issued for comment at any time before the tender was submitted if and to the extent that such law when enacted or made and brought into effect is materially unchanged.
3.7	**Confidentiality** **Amend this clause by deleting this clause in its entirety and replace it with the following:** During the Period of Performance and any extended period, if applicable, and anytime thereafter (including following any earlier termination of this Agreement for any reason whatsoever), the Service Provider shall keep strictly confidential and shall not divulge and/or disclose and/or use, whether directly or indirectly for the Service Provider's benefit or the benefit of any third party any and all valuable materials, technical, commercial, strategic and business planning information and/or data relating in any manner whatsoever to and all proprietary information and trade secrets of the Employer and its business including, without limiting the generality of the aforegoing, any and all data and/or analyses and studies arising from such information and/or derived by the Service Provider in the provision of the Services in terms of this Agreement ("**Confidential Information**"). The Service Provider, therefore, agrees to hold such material and information in strictest confidence, not to make use thereof other than for the performance of this Agreement, to release it only to employees or sub-consultants or subcontractor's reasonably requiring such information and who are bound by written confidentiality obligations no less stringent than those contained in this Agreement prior to such release, and not to release or disclose it to any other party, unless so required by law. Should the Service Provider disclose information to Others in terms of clause 5.6, the Service Provider shall ensure that the provisions of this clause are complied with by the recipient. If the Service Provider is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the Employer.

	The taking of photographs of any of the relevant Services or any portion thereof is forbidden unless expressly authorised in writing by the Employer. In the event that the Service Provider is, at any time, required by law to disclose any such information which is required to be kept confidential, the Service Provider, to the extent permitted by law prior to disclosure, notifies the Employer so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the Service Provider may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed. This clause shall survive termination of this Agreement for whatever reason for a period of 5 (five) years.
3.8.2	**Variations** Delete this clause and replace it with the following: The Employer may accept or reject the Service Provider's proposal referred to in clause 3.8.1 above within 30 Days of receipt of such proposal. If the Employer accepts such proposal, the Service Provider shall implement the variation in accordance with the proposal. If the Employer rejects such proposal the Service Provider shall amend it in accordance with the reasonable requirements of the Employer and submit another proposal within a reasonable time. This process shall continue until the Employer accepts such proposal or rejects the variation completely.
3.9.1	**Changes to the Contract Price or the Period of Performance** Amend this clause by deleting clause 3.9.1(f) and replacing with the following: (f) a Force Majeure Event occurs. Amend this clause by adding the following at the end of the clause: Such application shall identify which of the aforementioned events are being relied upon, as well as brief details of such event including, inter alia, the date of the commencement of such event. Such application shall specifically make reference to this clause and shall be submitted to the Employer within 14 Days of the Service Provider becoming aware of the event described in 3.9.1 (a) to (f) above, failing which the Service Provider shall not be entitled to a change in the Contract Price or Period of Performance.
3.9.2	Amend this clause by deleting the words "6 weeks" and replacing them with the words "30 Days".

	Amend this clause by deleting the words “for Completion” and replacing them with the words “of Performance”.
3.9.5	**Changes to the Contract Price or the Period of Performance** Insert the following new clause at the end of this clause: The time-based fees (hourly rates) used to determine changes to the Contract Price are as stated in the Pricing Data and only apply in the event of additional Scope of Work requested on a mandate from the Employer’s client.
4	**EMPLOYERS OBLIGATIONS**
4.2	**Decisions** Amend this clause by deleting the words “a reasonable time” and replacing it with the words “30 Days”.
4.7	**Payment of the Service Provider** Amend this clause by deleting the last two words of the clause and replacing them with: Clause 8 of Part C2.1: Pricing Assumptions of the tender documents.
5	**SERVICE PROVIDERS OBLIGATIONS**
5.1.3	**General** Insert the following new clause at the end of this clause: The Service Provider shall perform all functions of the principal agent/project manager/employer’s agent in accordance with the Construction Contract, subject to any limitations prescribed by the Employer in this contract or in the Construction Contract.
5.1.5	The Service Provider shall ensure that it has the ability, experience, expertise and skills necessary to perform the Services.
5.1.6	The Service Provider shall ensure that the Services shall be free of defects in workmanship and material.
5.1.7	The Service Provider shall ensure that the Services are, at all times, conducted in accordance with the requirements of all applicable legislation, ordinances, by-laws, rules and regulations in force and applicable to the Services, as may be issued or amended from time to time.
5.4.2	**Insurances to be taken out by the Service Provider**

	Insert the following at the end of this clause: The Employer shall be named as co-insured in all insurances taken out by the Service Provider in accordance with this Contract.
5.4.3	**Insurances to be taken out by the Service Provider** Insert the following new clause at the end of this clause: The Service Provider shall ensure that any contractor and subcontractors engaged in construction activities shall, in addition to the Compensation for Occupational Injuries and Diseases, Act No 130 of 1993 and Public Liability Insurances as described in the Contract Data, also take out and maintain contractors all risks insurance to the whole value of the Works being undertaken, plus an additional 10% of the value of the Works being undertaken.
5.5	**Service Provider's Actions requiring Employer's prior approval** Insert the following new sub-paragraphs at the end of this clause: d) occupying any public land or facility for any purpose that will cause disruption and or inconvenience to the users of such land or facility in respect of any Construction Contract. e) the issuing of notices, instructions or request for quotations to contractors in relation to cost or price changes, extensions of time, the cancellation of the contract between the Employer and a contractor, and significant scope changes. f) certifying completion, practical completion and final completion of the Works in accordance with the relevant Construction Contract. g) certifying final completion of the Works. h) any change of members where the Service Provider is a consortium or joint venture. and i) approval of any claims, compensation events or variation orders in terms of any Construction Contract
	Insert the following new clauses at the end of this clause 5:
5.8	**Progress Reporting**
5.8.1	The Service Provider shall, whenever required by the Employer, but in any event at least once a month, submit a report on the progress of the Services to the Employer in the form and substance reasonably required by the Employer, provided that each report shall, as a minimum, include:
5.8.1.1	a report on the progress of the Services, explaining any disconnect between the execution of the Services and the Project Programme and dealing with any remedial action to be taken to align the Services to the Project Programme;
5.8.1.2	the Service Provider's manpower histograms, reflecting actual, forecast and planned activities;

5.8.1.3	S-curves reflecting the actual percentage complete versus the planned percentage for the Services;
5.8.1.4	a risk register reflecting the current critical risks and issues;
5.8.1.5	The Service Provider's fee payment and disbursement forecast (updated in each progress report together with an explanation of any changes made to the prior forecast);
5.8.1.6	Keep a register of variation orders issued, and/or applied for;
5.8.1.4	Keep a register of all claims or compensation events made or notified by the contractor(s).
5.8.2	The Service Provider shall, whenever required by the Employer, but in any event at least once a month, submit a report on the progress of the Works conducted under the Construction Contract to the Employer in the form and substance as required by the Employer, set out in the Progress Reporting Requirements Schedule to be provided after award.
6	**CONFLICTS OF INTEREST**
6.3	**Independence** Insert the following new clause at the end of this clause: The Service Provider is, and at all times shall be, an independent contractor in the performance of all Services undertaken pursuant to this Contract. Nothing in this Contract shall constitute or be deemed to constitute a partnership between the Parties. Save to the extent expressly otherwise provided for in this Contract: neither Party shall have any authority or power to bind the other or to contract in the name of or create a liability against the other in any way or for any purpose.
8	**COMMENCEMENT, COMPLETION, MODIFICATION, SUSPENSION AND TERMINATION**
8.2.2	**Completion** Delete this clause and replace it with the following: The Service Provider may request an extension to the Period of Performance if he is or will be delayed in completing the Contract by a failure by the Employer to fulfil its obligations under the Contract.
8.2.3	**Completion** Delete this clause and replace it with the following: The Service Provider shall:

8.2.3.1	Within 14 Days of becoming aware that a delay may occur or has occurred, notify the Employer of his intention to make a request of the extension of the Period of Performance to which he considers himself entitled, failing which the Service Provider shall not be entitled to such extension.
8.2.3.2	Within 30 Days after the delays ceases deliver to the Employer full and detailed particulars on the request failing which the Service Provider shall not be entitled to the extension referred to in clause 8.2.3.1 above.
8.4	**Termination**
8.4.1(d)	Amend this clause by deleting the words "becomes insolvent or liquidated". The sentence shall read as follows: "…if the Service Provider *commits a Service Provider Insolvency Event*; or
8.4.1	Amend this clause by adding the following new sub-clauses:
8.4.1(f)	If the Service Provider breaches any warrantee contained in clauses 20, 22 and/or 24 of this Contract.
8.4.1(g)	If the Services Provider fails to provide a Recovery Plan which complies with the provisions of clause 25 of this Contract.
8.4.3(c)	Delete this clause and replace it with the following: When the Services have been suspended under Clause 8.5 for a continuous period exceeding the period stated in the Contract Data.
8.5	**Suspension**
8.5.2	Delete this clause and replace it with the following: When the Services are suspended:
8.5.2.1	due to a failure by the Service Provider to perform its obligations, or due to any default in terms of the Contract by the Service Provider, then the Service Provider shall not be entitled to any payment, reimbursement, extension to the Period of Performance, Change in the Contract Price and the provisions of clause 8.4.3 (c) above shall not apply.
8.5.2.2	at the insistence of the Employer then the Service Provider shall be entitled to pro-rata payment for the Services carried out and reimbursement of all reasonable cost's incident to the prompt and orderly suspension of the Contract.
8.0	Insert the following new clauses at the end of this clause 8:
8.7	**Employer's Step-in Rights**

8.7.1	If the Service Provider fails to carry out any obligation under the Contract and fails to make good or remedy the failure, the Employer may issue a written notice to the Service Provider requiring such Service Provider to make good or remedy such failure within a specified reasonable time. If the Service Provider fails to make good or remedy the failure (within the specified reasonable time), the Service Provider, without prejudice to its other rights, powers and remedies under the Contract or in law, shall be entitled to make good the failure and remedy it either himself or via other persons, and the reasonable costs of doing so shall be for the account of the Service Provider. Further, notwithstanding anything contained in this Contract, where the Employer has "stepped-in" the Service Provider shall remain responsible for the Services as if it was the executing the Services itself, up to the date when all Deliverables in accordance with the Scope of Work have been concluded.
8.7.2	The Service Provider shall co-operate with the Employer and facilitate and permit the use of all required goods, information, materials and other matter (including contract documents and all other drawings, CAD files, technical data, models, plans, designs, diagrams, evaluations, details, specifications, schedules, reports, calculation results, manuals or other documents or recorded information (electronic or otherwise) which have been or are at any time prepared by or on behalf of the Service Provider under the Contract (or otherwise for and/or in connection with the Works) and shall generally do all things required by the Employer to achieve this end.
8.7.3	Any information, materials and other matter made available by the Service Provider under this clause shall be used solely and exclusively for the purpose of making good and remedying the contractor's failure and shall thereafter be returned to the Service Provider. Any such information, materials and other matter which is made available by the Employer to other persons as contemplated in this clause shall be made available strictly in accordance with the foregoing and subject to a confidentiality undertaking applicable *mutatis mutandis*. The Employer shall not and shall procure that such other persons do not (save only to the extent that he or they may be entitled thereto by virtue of any other provision of the Contract), retain any records, copies or reproductions of any such information, materials and/or other matter.
9.	**OWNERSHIP OF DOCUMENTS AND COPYRIGHT**
9.1	Amend this clause by deleting the following phrase in this clause: "and the Employer hereby indemnifies the Service Provider against any claim which may be made against him by any party arising from the use of such documentation for other purposes."
9.0	Insert the following new sub-clause 9.4 at the end of this clause
9.4	The Service Provider indemnifies the Employer against any damage, claim or loss it may incur arising from any infringement by the Employer of any copyright or intellectual property of any third party.

10.	**SUCCESSION AND ASSIGNMENT**
	Clause 10 is deleted in its entirety and replace it with the following:
10.1	The Service Providers does not cede, delegate or assign any of its rights or obligations to any person or change membership in a consortium or partnership without the written consent of the Employer.
10.2	Notwithstanding the above, the Employer may, on written notice to the Service Provider, cede and delegate its rights and obligations under this Contract to a Related Party. For the purpose hereof
10.2.2	a "related party" means any entity that directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with the employer and includes any other "Organ of State" as defined in section 239 of the Constitution of the Republic of South Africa, 1996 and any entity or Organ of State for whom the employer carries out the works or acts as an implementing agent; "Control" means the beneficial ownership of the majority in number of the issued equity of any entity (or the whole or majority of the entity's assets), and/or the right or ability to direct or otherwise control the entity or the votes attaching to the majority of the entity's equity and "controlled" or "under common control" shall have a similar meaning.
11	**SUBCONTRACTING**
11.7	Amend clause 11 by adding new clause 11.7 and clause 11.8: The Service Provider shall submit the agreement for each subcontract to the Employer and may redact all commercially sensitive information.
11.8	The Employer may at anytime during the execution of the works and at its own discretion, request proof of payment to a Subcontractor. If the Service Provider fails to make payment of any amount due and payable to a Subcontractor ("the **Subcontractor Debt**") and the Employer considers that the Subcontractor Debt has an adverse impact(s) on the progress of the Services or the obligations of the Service Provider under the agreement, the Employer may request evidence of payment to the Subcontractor. In the absence of such evidence, the Employer may (at its own discretion) pay the Subcontractor Debt directly to the Subcontractor concerned. Such payment is, for all purposes under the Contract, regarded as a payment made on behalf of the Service Provider and at the request of and with the approval and consent of the Service Provider, as remuneration set out in the Pricing Data.
11.9	All adverse effects as a result of or arising from the Subcontractor Debt does not entitle the Service Provider to any remuneration or reimbursement in cost or time.

12.	**RESOLUTION OF DISPUTES**
12.1.2	**Settlement** Amend this clause as follows: Any dispute or claim arising out of or relating to the Contract which cannot be settled between the Parties shall in the first instance be referred by the Parties to mediation.
12.2.1	**Mediation** Amend this clause by deleting the words: "If the Contract Data does not provide for dispute resolution by adjudication"
12.2.4	Amend this clause as follows by deleting the words "litigation in a competent civil court, as provided for in the Contract Data".
12.3	**Adjudication** Delete this clause in its entirety and mark **["NOT USED"]**
13	**LIABILITY**
13.1.1	**Liability of the Service Provider** **Amend this clause as follows:** The Service Provider shall be liable to the Employer for *any damage, claim, loss whatsoever* arising out of or in connection with the Contract if a breach of *any provision of this Contract* is established against him.
13.1.2	Amend this clause by deleting the following "the Service Provider shall pay…" and replace it with "the provisions of 8.7 shall apply".
13.5	**Limit of Compensation**
13.5.1(b)	Amend this clause as follows: "to an amount equal to twice the amount of fees payable to the Service Provider under the Contract. "
13.5.2	This clause is deleted in its entirety and marked as **["NOT USED"]**.
13.6	**Indemnity by the Employer** This clause is deleted in its entirety and marked as **["NOT USED"]**.

13.7.1	**Exceptions** Insert the following at the end of this clause: "*and fraud*".
14	**REMUNERATION AND REIMBURSEMENT OF THE SERVICE PROVIDER**
14.2	Amend this clause by deleting the words "plus 2%" from the clause. Amend this clause by inserting the following at the end of the clause: Notwithstanding the above, should the Service Provider's tax clearance certificate, BEE certificate, or any professional registration certificates/documents contemplated in clause 20 expire during the Period of Performance, the Employer shall be entitled to withhold payment without incurring any liability for interest, until a valid tax clearance certificate is submitted to the Employer.
14.0	**Insert the following new clause at the end of this clause 14:**
14.5	Section 20(1) of the Value Added Tax Act of 1991 (Act 89 of 1991) requires that a supplier (person supplying goods or services) who is registered as a VAT vendor issue to the recipient a tax invoice within 21 (twenty-one) days of the date of a supply, whether requested or not. The Service Provider shall provide a tax invoice ("VAT invoice") which shall be included with each account delivered to the Employer in terms of this Clause 14. Failure by the Servicer Provider to provide a VAT invoice timeously may delay payment by the Employer and no interest shall accrue.
15	**AMOUNTS DUE TO THE EMPLOYER**
15	Insert the following at the beginning of the clause: The Employer may set-off amounts due to him against amounts due to the Service Provider. For the avoidance of doubt a failure to apply such set off by the Employer shall not be deemed a waiver of the right to set-off.
ADDITIONAL CLAUSES The following new clauses are added to the Contract:	
16	**HEALTH & SAFETY**

16.1	The Service Provider shall take all reasonable steps and precautions to assess the Site and shall consider and receive all relevant information on the site and health and safety related to the works, and to maintain the health and safety of persons in and about the execution of the Works.
16.2	The Service Provider acknowledges that the Occupational Health and Safety Act No. 85 of 1993 and the regulations promulgated therein ("the Act") latest edition including and in particular, the Construction Regulations 2014 promulgated under the Act ("the Construction Regulations") will in all respects be applicable to this contract and the works, including Regulation 6 in respect of design work.
16.3	The Employer appoints the Service Provider as the "Implementing Agent" in respect of all obligations which the Employer has as "Client" in the Construction Regulations 2014.. Further, the Employer delegates its responsibility as the "Client" to the Service Provider. The Service Provider accepts such delegation from the Employer. Accordingly, the Service Provider is responsible for all obligations of the "Client" as defined and provided for under the Act and the Construction Regulations including but limited to those obligations defined and provided for.
16.4	Notwithstanding anything contained in this agreement, where the Works contract exceeds 365 days and will involve more than 3600 person days of construction work or the tender value limit is grade 7, 8 or 9 of the Construction Industry Development Board (CIDB) grading, the Service Provider arranges for the appointment of a Professional registered Construction Health and Safety Agent by the Service Provider. The Service Provider acknowledges and confirms that the Contract Price includes a sufficient amount for the appointment of the Professional registered Construction Health and Safety Agent. The Service Provider shall assist the Professional Construction Health and Safety Agent in the execution of the Professional Construction Health and Safety Agent's responsibilities under such appointment and shall continue to be responsible to the Employer for due performance with all obligations

	which the Employer has as “Client” in the Construction Regulations 2014 and the Act
16.5	The Service Provider hereby confirms that it has received sufficient information about the Site and the Works in order to:
16.5.1	comply with the provisions of the Act 2014,
16.5.2	comply with the provisions of the Occupational Health and Safety Act No 181 of 1993, (latest edition) and Construction Regulation 2014.
16.5.3	adhere to the Employer’s health and safety baseline specification as set out.
16.5.4	be properly appointed in accordance with Section 37(2) of the Act as contemplated in clause 16.7.1; and
16.5.5	be properly appointed in accordance with Section 37(2) of the Act on the terms and conditions set out.
16.6	The Service Provider shall ensure that the Contractor appointed as the “Principal Contractor” complies with all the obligations of the “Principal Contractor” as defined in the Act and the Construction Regulations of the contracts agreed with such a “Principal Contractor”.
16.7	Where there is more than one contractor on the *site,* the Service Provider ensures that the other contractors comply with their obligations as defined in the Act and the Construction Regulations of the contracts agreed with such contractor(s).
16.8	Without limitation, the Service Provider:
16.8.1	Notwithstanding any actions which the Employer may take, accepts sole liability for due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures imposed by the Act, all its

	regulations (including the Construction Regulations 2014). By entering into this agreement, it is deemed that the parties have agreed in writing to the above provisions in terms of Section 37 (2) of the Act and without derogating from the foregoing the Service Provider enters into the Section 37 (2) agreement.
16.8.2	acknowledges and confirms that the Prices includes a sufficient amount for proper compliance with the Construction Regulations 2014, all applicable health and safety laws, regulations, rules, guidelines, procedures and all obligations imposed by this Contract and generally for the proper maintenance of health and safety in and about the execution of works.
16.8.3	undertakes, in and about the execution of the works, to comply with all applicable health and safety laws, regulations, rules, guidelines and procedures otherwise provided for under this Contract and ensures that all contractor's, subcontractor, employee's and sub-Service Providers under the Service Provider*'s* direction and control, likewise observe and comply with the foregoing; and
16.8.4	Indemnifies the Employer against any loss, damage or claim(s) suffered by the Employer due to a failure to comply with any provision of this clause 16 by the Service Provider.
16.9	The Service Provider and his designer accept full responsibility and liability to comply with the Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, (latest edition) and Construction Regulation 2014 for the design of the Temporary Works and those parts of the Permanent Works which the Service Provider is responsible to design in terms of this Contract.
16.10	Notwithstanding the delegation noted in 16.3 above, the Employer retains a right to: (i) inspect, review and obtain copies of all documents, audits and reports; (ii) attend and participate in all meetings and

	inquiries; conducted under this agreement including but not limited to those that are conducted in accordance with:
16.10.1	Section 31 and/or 32 of the Act, its regulations and the Construction Regulations 2014 following any incident involving the Service Provider and/or the Contractor and/or Subcontractor's and/or their employees.
16.11	The Service Provider shall notify the Employer in writing of all inquiries, audits, reports, investigations, complaints or criminal charges which arise pursuant to the Services performed under this Contract.
16.12	The Employer shall, at all times during construction and for a period of 5 years after completion of the Services, have the right to access and inspect any part of the site/ works and all documents, reports, designs, specifications whatsoever that are prepared pursuant to any clause of this Contract.
16.13	The Service Provider, to the extent required and having regard to any existing facilities on the *site* or any ongoing activities which may be on the Site*,* liaises with the owner, operator, Employer, Contractor, user and/or any other person who is conducting activities on the Site in order to ensure that all risks posed by the Site, the Works or the Services are taken into account for purposes of complying with the Act and the Construction Regulations and completing the Baseline Risk Assessment. The Service Provider ensures that all such activities on the Site do not impact on the Works or the Project.
16.14	**Baseline Risk Assessment**
16.14.1	The Service Provider is responsible for preparing the Baseline Risk Assessment and Specification in accordance with Regulation 6 of the Construction Regulations 2014. Accordingly, the Service Provider ensures that it has sufficient time to inspect the site and prepare the Baseline Risk Assessment. Where the Service Provider is appointed after the Construction Contract RFP Date, the Service Provider prepares its own Baseline Risk Assessment and presents it to the

	Employer within 14 days of such appointment. Where it is found that such Baseline Risk Assessment prepared by the Service Provider presents risks that were not noted by the Employer, the Service Provider presents such a Baseline Risk Assessment to the contractor and applies such Baseline Risk Assessment to the Services and the Works.
16.14.2	The Employer accepts such a Baseline Risk Assessment for issue with the tender for the Construction Contract if it is satisfied that the Baseline Risk Assessment:
16.14.2.1	has been prepared in line with the provisions of the Act and the Construction Regulations 2014;
16.14.2.2	accurately represents the site conditions and risks as contemplated in the Act, the Construction Regulations 2014 and this clause 16; and
16.14.3	Acceptance of the Baseline Risk Assessment by the Employer does not absolve the Service Provider of any risk or responsibility created by the preparation of such a Baseline Risk Assessment.
17	**WARRANTIES BY THE SERVICE PROVIDER**
17.1	The Service Provider warrants to the Employer that:
17.1.1	it is duly organised, registered and existing under the laws of the Republic of South Africa;
17.1.2	all of the Service Provider's Personnel will have the necessary skills, qualifications and experience to perform that part of the Services assigned to them;
17.1.3	it has full power and the authority required to execute this Contract and to perform its obligations hereunder in accordance with all applicable laws and standards; and
17.1.4	when executed, this Contract will constitute legal, valid and binding obligations on the Service Provider and will be enforceable in accordance with its terms.

17.1.5	At the date hereof none of the members of the Service Provider have breached the provisions of clause 22 in respect of any past or current contracts entered into with any of its clients.
18	**RIGHT TO AUDIT**
18.1	The Employer shall be entitled to, within 2 (two) Business Days of the giving of notice to the Service Provider to such effect, conduct an audit of all relevant books, records, systems, processes, procedures and documents of the Service Provider in order to verify compliance by the Service Provider with its obligations in terms of this Contract and/or to assess any entitlement or claimed entitlement of the Service Provider under this Contract.
18.2	The Service Provider shall co-operate and render all assistance requested by the Employer relating to such audit. In addition, the Service Provider shall provide the Employer with access to all such books, records, systems, data and documents of the Service Provider that are relevant to this Contract, the Service Provider's obligations under this Contract and/or any entitlement or claimed entitlement of the Service Provider under this Contract and to any premises and Personnel, members, shareholders, partners or subcontractors of the Service Provider for the purposes of conducting such audit. The Employer shall have the right to take copies of any records and information they reasonably require assisting in connection with any such audit.
18.3	The Service Provider shall maintain all data, records and documentation relating to this Contract and keep full and proper records in connection with the Services and all matters related thereto (whether contained in documents or in electronic format) for the period of this Contract, and for a period of at least 5 (five) years after termination or completion of all of the Services (as the case may be).
18.4	The Service Provider shall ensure that the rights in this clause 18 also apply to any subcontractors and that the Employer be afforded the same auditing rights by the subcontractors.
18.5	The Employer shall keep all information obtained in terms of this clause 18 confidential and not disclose it to any third party. In the event that the Employer is, at any time, required by law to disclose any such information which is required to be kept confidential, the Employer, to the extent permitted by law prior to disclosure, notifies the Service Provider so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the Employer may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.

19	**BOILER PLATING**
19.1	**Remedies** Except as expressly otherwise stated, no remedy conferred by this Contract is intended to be exclusive of any other remedy which is otherwise available at law, by statute or otherwise. Each remedy shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law, by statute or otherwise. The election of any one or more remedy by either Party shall not constitute a waiver by such Party of the right to pursue any other remedy.
19.2	**Amendments** Save to the extent expressly otherwise provided for in this Contract, no variation, amendment, or consensual cancellation of this Contract or any provision or term hereof shall be binding or have any force or effect unless reduced to writing and signed by or on behalf of the Parties.
19.3	**Non Waiver** No waiver or relaxation of any of the provisions or terms of this Contract (or any Contract or other document issued or executed pursuant to or in terms of this Contract) shall operate as an estoppel against a Party in respect of any of its rights in terms of this Contract. No failure by a Party to enforce any provision of this Contract shall constitute a waiver of such provisions or affect in any way that Party's rights to require the performance of such provision at any time in the future, nor shall a waiver of a subsequent breach nullify the effectiveness of the provision itself.
19.4	**Severance** If any provision of this Contract, which is not material to its efficacy as a whole, is rendered void, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
19.5	**Survival of Rights, Duties and Obligations** Termination of this Contract for any cause shall not release either Party from any liability which at the time of termination has already accrued to the other Party or which thereafter may accrue in respect of any act or omission prior to such termination.
19.6	**General Co-operation** The Parties shall co-operate with each other and execute and deliver to the other Party such other instruments and documents and take such other actions as may be reasonably requested from time to time in order to carry out, evidence and confirm their rights and the intended purpose of this Contract.
19.7	**Counterparts** This Contract may be signed in any number of counterparts, all of which taken together shall constitute one and the same instrument. Each Party may enter into this Contract by signing any such counterpart.
19.8	**Costs**

	Each Party shall pay its own costs incurred in the negotiation and preparation of this Contract.
20	**BROAD BASED BLACK ECONOMIC EMPOWERMENT AND THE RELEVANT TAX CLEARANCE CERTIFICATE**
	The Service Provider warrants that it will:
20.1	comply with all laws including the *Broad Based Black Economic Empowerment Act 53 of 2003*, its regulations and Codes of Good Practice; and the *Preferential Procurement Act 5 of 2000* and all its regulations;
20.2	maintain or improve (i) the BEE rating stated in its BEE certificate (ii) the Service Provider's required statutory registrations, and (ii) its Tax Clearance Certificate submitted at tender and signature stage; and
20.3	not conduct any Fronting practices as defined in the Codes of Good Practice.
21	**CHANGE OF BROAD BASED BLACK ECONOMIC EMPOWERMENT (B-BBEE) STATUS**
21.1	Where a change in the Service Provider*'s* legal status, ownership or any other change to his business composition or business dealings results in a change to the Service Provider*'s* B-BBEE status, the Service Provider shall notify the Employer within seven days of the change.
21.2	The Service Provider is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the Employer within thirty days of the notification or as otherwise instructed by the Employer.
21.3	Where, as a result, the Service Provider*'s* B-BBEE status has decreased since the commencement date the Employer may either re-negotiate this Contract or alternatively, terminate this Contract.
22	**ETHICS**
22.1	Any offer, payment, consideration, or benefit of any kind made by the Service Provider which constitutes or could be construed either directly or indirectly as an illegal or corrupt practice, as an inducement or reward for the award or in execution of this Contract constitutes grounds for terminating the Contract and/or taking any other action as appropriate against the Service Provider (including civil or criminal action).
22.2	The Employer may terminate the Contract if the Service Provider (or any member of the Service Provider where the Service Provider constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations) is found guilty by a competent

	court, administrative or regulatory body of participating in illegal or corrupt practices.
22.3	Such practices include making of offers, payments, considerations, or benefits of any kind or otherwise, whether in connection with any procurement process or contract with the Employer or other people or organisations and including in circumstances where the Service Provider or any such member is removed from an approved vendor data base of the Employer as a consequence of such practice.
23	**WARRANTY ON ABILITY TO PROVIDE SERVICES AND RELATED PROVISIONS**
23.1	The Service Provider warrants that it is suitably equipped, qualified, licensed, registered and financed to provide the Services.
23.2	The Service Provider shall be deemed to have satisfied himself before tendering and at the commencement date as to the correctness and sufficiency of his offer and of the rates and Contract Price. These rates shall be sufficient to cover his obligations under the Contract and everything necessary to provide the Services.
24	**RECOVERY PLAN**
	Where actual progress on achieved on each operation is not in accordance with the most current programme or where the Employer is of the opinion, at any time during the execution of the Services, that the Service Provider will not achieve Completion on the date stated in the most current programme, the Service Provider shall prepare a recovery plan within 14 days of receipt of an instruction from the Employer requesting such recovery plan detailing:
24.1	the Service Provider's plan to ensure that the Services will achieve Completion on the date stated in the most current programme;
24.2	all additional resources which will be employed by the Service Provider in order to ensure that the Service Provider will complete the Services on the date stated in the most current programme; and
24.3	any other information which may be required by the Employer to ascertain that the Service Provider will complete the Services on the date stated in the most current programme.
25	**CONTRACT PRICE BASED ON PERCENTAGE OF WORKS PROJECT COST**
25.1	**Definitions**

25.1.1	" Project Cost" means the Project Costs for the completion of the Works Project as provided for under the Construction Contract.
25.1.2	"Project Cost" means the costs to the Employer for completion of the Works Project based on the contract price of the accepted Construction Contract as at the start date of that Construction Contract but are deemed to exclude any such costs which are attributable to negligence or default of the Service Provider itself.
26.2	**Contract Price**
26.2.1	The Contract Price is based on a percentage of the Project Costs as set out in the Pricing Data resulting in the total of the Prices being [..] of the Project Costs. The percentage will not be adjusted if the Project Cost during execution increases except for increases attributable to scope of work changes required by the DBSA client that increases the Project Cost by more than ten (10%) percent. The total increase in fees, will however not exceed 19% increase in fees at any stage.
26.2.2	For the purposes of determining payments due to the Service Provider for completing the Services, the Project Costs will be used. **.**
26.2.3	The Service Provider, to note that the planning for this Contract is based on a Client Departmental budget which is subject to change. While the Employer has every intent to complete the full scope of works, the Employer reserves the right to reduce or increase the scope of works according to the dictates of the budget, or to terminate this Contract, without adjustment to the agreed rates, sums or professional fees and without payment of any penalty or surcharge in this regard. The Service Provider shall however be entitled to a pro-rata payment for all services carried out in terms of any adjustment to the Scope of Works or, in the case of termination, remuneration and/or reimbursement as described in Clause 8.4.4 of the Standard Professional Services contract.
27	**INTELLECTUAL PROPERTY**
27.1	All Intellectual Property belonging to either Party prior to the execution of the Contract shall remain vested in that Party. None of the Intellectual Property Rights in the Parties respective trademarks and brands shall be used by either Party without the written consent of the other, which consent shall not be unreasonably withheld.
27.2	The Service Provider acknowledges and agrees that all copyright in and ownership of all Intellectual Property (whether registered or unregistered) of any nature whatsoever made available to it by the Employer and that which is conceived and/or created by the Service Provider in connection with the Services vests and shall remain vested in the Employer.

27.3	Where there are modifications to the pre-existing material which are become or inseparable from the pre-existing material, then such material will constitute new Intellectual Property belonging to the Employer.
27.4	The Service Provider will not at any time do or cause to be done any act or thing contesting or in any way impairing or tending to impair any part of the exclusive right, title or interest of the Employer in and to the Employer's Intellectual Property and will not in any way represent that it has any rights of any nature in respect of such Intellectual Property or in any registrations thereof other than as provided for in this Contract and all use of the Employer's Intellectual Property will ensue to the benefit of the Employer;
27.5	The Service Provider hereby assigns to the Employer, all the Intellectual Property rights in the Services, such assignment to be with effect from the date of provision of the Services to the Employer. In this regard, the Service Provider undertakes to take whatever steps and sign any documentation necessary to give effect to such assignment.
27.6	The provisions of this clause 27 shall survive the termination of this Contract.

Note to Service Provider: All information marked as "___" must be inserted by the Service Provider.

PART 2: DATA PROVIDED BY THE EMPLOYER

The following contract specific data is applicable to this Contract:

Clause 1:

Employer:

The **Employer** is the **DEVELOPMENT BANK OF SOUTHERN AFRICA LIMITED**

Project:

RFP200/2026APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE PROVISION OF PROFESSIONAL SERVICES TO PLAN, DESIGN, MONITOR AND COMPLETE [as per FIDPM stages 2 – 7] MYOLWA PS IN THE EASTERN CAPE)

Period of Performance:

The Period of Performance is from the Start Date up until completion of close out stage of the Construction Contract.

Service Provider:

The Service Provider is {TBC at contracting}. The contracting party may also be a consortium/joint venture contracting as a formally constituted Joint Venture Partnership, in which all parties are jointly and severally liable. In terms of this definition, the words consortium and joint venture shall be regarded as synonymous. In such event all the members

of the consortium must execute the contract and appoint a lead firm who will be the representative of the consortium, See clause 5.1 of general conditions.

Start Date:

The Start Date is as specified in the conditional Letter of Acceptance to the successful tenderer, which is {TBC at contracting}, but not earlier than contract signature by both the Employer and Service Provider.

Clause 3.4 and Clause 4.3.2:

The authorized and designated representative of the Employer: {TBC at Contracting}

The address for receipt of communications is:
Telephone: {TBC at contracting}
Facsimile: {TBC at contracting}
E-mail: {TBC at contracting}

Postal Address: P. O. Box 1234,
Halfway House
1685

Physical Address: 1258 Lever Road,
Headway Hill,
Midrand
Gauteng Province

Clause 3.5:

The location for the performance of the Project will be the DBSA Head Office, Offices of the Service Provider, and the Project site.

Clause 3.9.3

The time-based fees (hourly rates) used to determine changes to the Contract Price are as stated in the Pricing Data and will be used for any additional services the Employer may request outside the current scope of work.

Clause 3.12.1

The daily penalty is 1.00% of the Contract Price up to a maximum amount of 15% of the Contract Price and shall apply where the Employer and Service Provider have agreed a specific delivery date for a specified part of the Services.

If the penalties have been exhausted as stated above, the Employer may at its discretion terminate the contract and or require a third party complete the Work or perform the Work with the required skill and care at the cost of the Service Provider.

Clause 3.15.1:

The programme shall be submitted by the successful bidder within **10** business days of award by the Employer of this Contract if not already submitted.

Clause 3.15.2

The Service Provider shall update the programme at intervals not exceeding 4 weeks.

Clause 3.16.2:

The indices are those contained in Table A of the P0141 Consumer Price Index for the CPI for all services published by Statistics South Africa.

Clause 5.4.1:
The Service Provider is required to take out, and maintain, for the full duration of the performance of this contract, the following insurance cover (if a consortium, each member must maintain such insurance cover):

1. **Professional Indemnity Insurance** providing cover in an amount of not less than **R5 000 000.00 (Five Million Rands)** in respect of each and every claim during the period of insurance, with no limitation on the number of claims.
2. **Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases (COID) Act,** Act No 130 of 1993.

And shall provide proof of insurance with its consent to this Contract and thereafter within seven (7) days of a written request by the Employer.

Clause 5.5:
The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions:

1. Replacing any of the key personnel listed at the time of tender
2. Occupying any public land or facility for any purpose that will cause disruption and or inconvenience to the users of such land or facility in respect of any construction contract
3 The issuing of notices to contractors in relation to extensions of time, the cancellation of the contract between the Employer and a contractor, and instructions to contractors requiring significant scope changes, removal of work or which may increase the contract price of such contract
4. Appointing Subcontractors for the performance of any part of the Services
5 Changing the members of the consortium by releasing or accepting members thereto
6 Approval of any claims, compensation events or variation orders in terms of any Construction Contract

Clause 7.2:
The Service Provider is required to provide personnel to effectively address the scope of work in accordance with the provisions of clause 7.2 and to complete the Personnel Schedule located in contract data Part C1.2.

Clause 8.1:
The Service Provider is to proceed with the performance of the Services within [**2]** days after the acceptance of the contract by the Employer

Clause 8.4.3(c):

The period of suspension under Clause 8.5 is not to exceed 6 months.

Clause 8.4.4:
Add the following:
The Service Provider's remuneration and reimbursement shall be subject to the Service Provider submitting to the Employer within 30 days but before a final payment is made, a schedule of all documents and records, permits,

reports, recording relevant to the scope of service in the whole including a detailed *close out report* in the format required by the Employer incorporating but not limited to records of work done, suppliers' warranties and guarantees, subcontractors details, outstanding and or remaining work.

Clause 9.1:

Copyright of documents prepared for the Project and which has been paid for by the Employer shall be vested with the **Employer** and the Service Provider shall take all steps necessary to obtain such rights for the Employer at no extra cost to the Employer from any subcontractors or third parties.

Clause 9.3:

Deleted

Clause 12.1.2:
Interim settlement of disputes is to be by **mediation**.

Clause 12.2.1:

In the event that the parties fail to agree on a mediator, the mediator is nominated by the Association of Arbitrators Southern Africa.

Clause 12.2.4:

Final settlement is by **arbitration.** In the event the Parties fail to appoint an arbitrator by agreement, the president or his nominee from the Association of Arbitrators Southern Africa shall appoint an arbitrator.

Clause 13.1.3

All members in a consortium shall carry a minimum professional indemnity insurance of R5 000 000.00 (Five Million Rand).

Clause 15:

The interest rate will be the prime interest rate of the Employer's Bank at the time the amount is due, which at this stage is Standard Bank.

C1.2 CONTRACT DATA [Continued]

Part 2: Data provided by the Professional Service Provider

C1.2.2.1 The **Service Provider** is: ……

Postal Address: ……

Physical Address ……
……

Telephone: ……..…

Facsimile: ……..…

C1.2.2.2 The **authorized and designated representative** of the Service Provider is:

Name:…….

The address for receipt of communication is:

Address:…….

Telephone: ……..…

Facsimile: ……..…

C1.2.2.3 The Service Provider's Key Persons / Experts and their jobs /functions in relation to the Services are:

NAME	EXPERT / DISCIPLINE	ROLE ON PROJECT	YEARS EXPERIENCE

C2.1 PRICING INSTRUCTIONS

Part 2: Data provided by the Professional Service Provider

C1.2.2.1 The **Service Provider** is: ……

Postal Address: ……

Physical Address ……
……

Telephone: ……..…

Facsimile: ……..…

C1.2.2.2 The **authorized and designated representative** of the Service Provider is:

Name:…….

The address for receipt of communication is:

Address:…….

Telephone: ……..…

Facsimile: ……..…

C1.2.2.3 The Service Provider's Key Persons / Experts and their jobs /functions in relation to the Services are:

NAME	EXPERT / DISCIPLINE	ROLE ON PROJECT	YEARS EXPERIENCE

C2.1 PRICING INSTRUCTIONS

GENERAL ASSUMPTIONS

Pricing Assumptions mean the criteria as set out below, read together with all Parts of this contract document, which it will be assumed in the contract that the tenderer has considered when developing his prices.

1. The short descriptions given in the schedules below are brief descriptions used to identify the services and related cost items for which prices are required. Detailed descriptions of the services to be priced are provided in the Scope of Work (Part C3.1 of this document) and the relevant statutory body.

2. The bidder must price for services as detailed under C.3.1 below. The fee scales shall be calculated as per the Government Gazette Vol. 606 December 2015, No. 39480 reduced by any applicable discounts

3. For the purpose of the service or cost item, the following words shall have the meanings hereby assigned to them:

WORD	MEANING
Unit	The unit of measurement for each item of work.
Quantity	The number of units of work for each item.
Rate	The agreed payment per unit of measurement
Amount	The product of the quantity and the agreed rate for an item
Sum	An agreed lump sum payment amount for an item, the extent of which is described in the Scope of Work, but the quantity of work which is not measured in any units.
Professional Fee	The agreed fee for a service, the extent of which is described in the Scope of Work and may where required be expressed as a percentage of the estimated construction contract value or part thereof.

4. A rate, sum, professional fee and/or price as applicable, is to be entered against each item in the schedules. An item against which no price is entered will be considered to be covered by the other prices or rates in the relevant Table of Quantities.

5. The rates, sums, professional fee, and prices in the schedules are to be fully inclusive prices for the work described under the several items. Such prices and rates are to cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit.

6. Where quantities are given in the Table of Quantities, these are provisional and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Table of Quantities. In respect of time-based services, the allocation of staff must be agreed with the employer before such services are rendered.

7. Tendered time-base fees (where the unit of measurement is time based) shall be adjusted in terms of clause 3.16 of the Standard Professional Services Contract. Tenderers are to note that apart from the stated adjustment to the time-based fees, there will be no adjustment in the tendered professional fees and/or other rates tendered during the initial term of the contract. If the successful tenderer is given

any extension with respect to their appointment term, the tendered time-base fees shall be adjusted for the extension with respect to their appointment term, in terms of Clause 3.16 of the Standard Professional Services Contract and shall not revert automatically to the recommended prevailing time-based fees contained the various gazettes and notices of the relevant respective professional bodies such as, for example, the hourly rates recommended by the South African Council for Project and Construction Management Professionals (SACPCMP) and the Engineering Council of Southern Africa (ECSA) at the time of the extension.

7.1. DBSA reserves the right to negotiate the Professional fees with the successful Bidder due to any circumstances beyond their control, this could result in an increase or decrease of Professional fees that will be agreed to by both parties.

8. The tendered Professional fee or rate for construction monitoring staff shall include all overtime costs in respect of construction monitoring services provided outside of normal working hours.

9. Tenderers are to carefully note that only those recoverable expenses listed in the schedules will be reimbursed to the Service Provider.

10. Items for printing/copying shall be for specified contract documents, reports, manuals, and drawings, excluding general correspondence, minor reports, progress reports, etc. which shall be deemed to be included in the professional fees. Payment will only be made for copies of reports and drawings submitted to the Employer or issued, as specified, or requested by the Employer, and all drafts shall be for the Service Provider's account. The prices tendered in Schedule C2.2.4. should be on the basis of a percentage of the Total Professional fees.

11. The per kilometre rate for the reimbursement of travel expenses shall be limited to the kilometre rates published by the Department of Public Works from time to time for vehicles with engine capacities of various capacities but not exceeding the maximum of 2500cc for the purpose of this contract. If 4x4 vehicles or other vehicles exceeding 2500cc are required due to accessibility or poor road conditions, the applicable rate needs to be agreed between the Service Provider and the Employer upfront before trips are undertaken. The prices tendered in Schedule C2.2.3. should be on the basis of a vehicle with 2500cc engine capacity. Please note that the first **200Km** of every travel should not be claimed for by the Services Provider**,** it should be part of the cost in the Professional fees. The base travel will be calculated from the nearest of DBSA or the PSP office.

12. Tenderers are to note that the planning for this contract is based on a Departmental budget which is subject to change. While the Employer has every intent to complete the full scope of works, the Employer reserves the right to reduce or increase the scope of works according to the dictates of the budget, or to terminate this contract, without adjustment to the agreed rates, sums or professional fees and without payment of any penalty or surcharge in this regard. The Service Provider shall however be entitled to a pro-rata payment for all services carried out in terms of any adjustment to the Scope of Works or, in the case of termination, remuneration and/or reimbursement as described in Clause 8.4.4 of the Standard Professional Services contract.

13. The hourly rates and professional fees of Experts that are used by the Tenderer to provide the services shall not exceed the hourly rates and professional fees applicable for professionals in the respective disciplines as stipulated by the relevant Government Gazette in the various Guidelines to Scope of Services and Tariffs of Fees for the various disciplines. The bidder must price for normal services as contained in the Government Gazette Fee Scale. The fees shall be calculated as per the Government Gazette Fee Scale reduced by any applicable discounts.

14. Professional / Technical Services Fees: These are to be based on a realistic estimate of the cost of all the services required to achieve all the specific deliverables listed in the Scope of Work. The professional fees are to be completed in the schedules of this section. The completed schedules are to be completed and returned with the tender proposals.

15. Operational Expenses (Accommodation): Accommodation includes breakfast and means the following:
A bed and breakfast
A guest house
A self-catering accommodation
A hotel with a star rating not exceeding 3 as defined by the Tourism Grading Council of South Africa (per www.tourismgrading.co.za)
Costs of accommodation in a lodge, country house, or a 4-star or higher star rated hotel cannot be claimed as an expense

Reimbursement for accommodation expenses will be based on the actual accommodation rate paid in an establishment.

16. Operational Expenses (Subsistence Expenses).

17. Printing /Copying Expenses: Where applicable (see 10 above), these expenses shall be reimbursed based on a percentage.

C2.2 PRICING ASSUMPTIONS

Tenderers are to price each of the attached schedules. Of the price schedules to be submitted by the tenderer, the time-based fees (hourly rates) of Schedule C2.2.1 will be used in the event of changes to the contract price or period of performance (contract term) of the tenderer.

C2.2.1 TIME-BASED FEES

N.B –The bidding team should have a list of all professional services as a company or consortium. The bidder must price for normal services as contained in the Government Gazette Fee Scale. The fees shall be calculated as per the Government Gazette Fee Scale reduced by any applicable discounts.

C2.2.1(A) DISCIPLINE / SERVICE: PROJECT MANAGER/LEAD (TIME-BASED FEES)				
NAME OF STAFF	QUALIFICATIONS	YEARS PROF. EXPERIENCE	CATEGORY OF STAFF	HOURLY RATE (RANDS Excl. VAT)
			Principal: Professionally Registered [SACPCMP, Pr. CPM, minimum five (5) years post professional registration experience.]	
			Salaried Staff: Associates and Managers	
			Salaried Staff: Staff performing work and carrying direct responsibility for project activities	
			Salaried Staff: Staff performing work under direction and control of senior professionals	

C2.2.1(B) DISCIPLINE / SERVICE: PROFESSIONAL ARCHITECT (TIME-BASED FEES)				
NAME OF STAFF	QUALIFICATIONS	YEARS PROF. EXPERIENCE	CATEGORY OF STAFF	HOURLY RATE (RANDS Excl. VAT)
			Principal: Professional Architect/ Senior Architectural Technologist/ Architectural Technologist - Pr.Arch/Senior Pr.Arch Tech/Arch Tech (SACAP), minimum ten (10) years post professional registration experience.)	
			Salaried Staff: Associates and Managers	
			Salaried Staff: Staff performing work and carrying direct responsibility for project activities	
			Salaried Staff: Staff performing work under direction and control of senior professionals	

C2.2.1 (C) DISCIPLINE / SERVICE: QUANTITY SURVEYING (TIME-BASED FEES)				
NAME OF STAFF	QUALIFICATIONS	No. OF YEARS PROF. EXPERIENCE	CATEGORY OF STAFF	HOURLY RATE (RANDS Excl. VAT)
			Principal: Professionally Registered – Quantity Surveyor (SACQSP, Pr. QS) minimum five (5) years post professional registration.)	
			Salaried Staff: Associates and Managers	
			Salaried Staff: Staff performing work and carrying direct responsibility for project activities	
			Salaried Staff: Staff performing work under direction and control of senior professionals	

C2.2.1(D) DISCIPLINE / SERVICE: CIVIL ENGINEERING (TIME-BASED FEES)				
NAME OF STAFF	QUALIFICATIONS	YEARS PROF. EXPERIENCE	CATEGORY OF STAFF	HOURLY RATE (RANDS Excl. VAT)
			Principal: Civil Engineer/Technologist (ECSA) - Pr.Eng./Pr.Tech (ECSA), minimum five (5) years post professional registration experience.]	

C2.2.1(D) DISCIPLINE / SERVICE: CIVIL ENGINEERING (TIME-BASED FEES)				
NAME OF STAFF	QUALIFICATIONS	YEARS PROF. EXPERIENCE	CATEGORY OF STAFF	HOURLY RATE (RANDS Excl. VAT)
			Salaried Staff: Associates and Managers	
			Salaried Staff: Staff performing work and carrying direct responsibility for project activities	
			Salaried Staff: Staff performing work under direction and control of senior professionals	

C2.2.1(E) DISCIPLINE / SERVICE: STRUCTURAL ENGINEERING (TIME-BASED FEES)				
NAME OF STAFF	QUALIFICATIONS	YEARS PROF. EXPERIENCE	CATEGORY OF STAFF	HOURLY RATE (RANDS Excl. VAT)
			Principal: Professionally Registered – Structural Engineer/Technologist (ECSA) - Pr.Eng./Pr.Tech (ECSA), minimum five (5) years post professional registration experience.}	
			Salaried Staff: Associates and Managers	
			Salaried Staff: Staff performing work and carrying direct responsibility for project activities	
			Salaried Staff: Staff performing work under direction and control of senior professionals	

C2.2.1(F) DISCIPLINE / SERVICE: MECHANICAL & FIRE ENGINEERING (TIME-BASED FEES)				
NAME OF STAFF	QUALIFICATIONS	YEARS PROF. EXPERIENCE	CATEGORY OF STAFF	HOURLY RATE (RANDS Excl. VAT)
			Principal: Mechanical Engineer/Technologist - Pr.Eng. / Pr. Technologist - ECSA - ECSA, minimum five (5) years post professional registration experience and detailed fire experience]	
			Salaried Staff: Associates and Managers	
			Salaried Staff: Staff performing work and	

C2.2.1(F) DISCIPLINE / SERVICE: MECHANICAL & FIRE ENGINEERING (TIME-BASED FEES)				
NAME OF STAFF	QUALIFICATIONS	YEARS PROF. EXPERIENCE	CATEGORY OF STAFF	HOURLY RATE (RANDS Excl. VAT)
			carrying direct responsibility for project activities	
			Salaried Staff: Staff performing work under direction and control of senior professionals	

C2.2.1(G) DISCIPLINE / SERVICE: ELECTRICAL ENGINEERING (TIME-BASED FEES)				
NAME OF STAFF	QUALIFICATIONS	YEARS PROF. EXPERIENCE	CATEGORY OF STAFF	HOURLY RATE (RANDS Excl. VAT)
			Principal: Electrical – Engineer/Technologist - Pr.Eng./Pr.Tech (ECSA), minimum five (5) years post professional registration experience.]	
			Salaried Staff: Associates and Managers	
			Salaried Staff: Staff performing work and carrying direct responsibility for project activities	
			Salaried Staff: Staff performing work under direction and control of senior professionals	

C2.2.1(I) DISCIPLINE / SERVICE: GEOTECHNICAL ENGINEERING (TIME-BASED FEES) N/A				
NAME OF STAFF	QUALIFICATIONS	YEARS PROF. EXPERIENCE	CATEGORY OF STAFF	HOURLY RATE (RANDS Excl. VAT)
			Principal: Professionally Registered – [Eng. or Pr.Sci. Nat (ECSA), minimum five (5) years post professional registration and experience.]	
			Salaried Staff: Associates and Managers	
			Salaried Staff: Staff performing work and carrying direct responsibility for project activities	
			Salaried Staff: Staff performing work under direction and control of senior professionals	

C2.2.1 (J) DISCIPLINE / SERVICE: CONSTRUCTION HEALTH AND SAFETY AGENT (TIME-BASED FEES)				
NAME OF STAFF	QUALIFICATIONS	YEARS PROF. EXPERIENCE	CATEGORY OF STAFF	HOURLY RATE (RANDS Excl. VAT)
			Principal: Registered Construction Health & Safety Agent (CHSA SACPCMP), minimum five (5) years' experience.	
			Salaried Staff: Associates and Managers	
			Salaried Staff: Staff performing work and carrying direct responsibility for project activities	
			Salaried Staff: Staff performing work under direction and control of senior professionals	

C2.2.1(K) DISCIPLINE / SERVICE: SOCIAL FACILITATOR (TIME-BASED FEES)				
NAME OF STAFF	QUALIFICATIONS	YEARS PROF. EXPERIENCE	CATEGORY OF STAFF	HOURLY RATE (RANDS Excl. VAT)
			Specialist: Social Facilitator minimum ten (10) years experience in infrastructure development projects.	

C2.2.1(L) DISCIPLINE / SERVICE: CLERK OF WORKS (TIME-BASED FEES)				
NAME OF STAFF	QUALIFICATIONS	YEARS PROF. EXPERIENCE	CATEGORY OF STAFF	HOURLY RATE (RANDS Excl. VAT)
			Clerk of Works, minimum ten (10) years' experience in built environment (Civil/Building).	

C2.2.1(M) DISCIPLINE / SERVICE: LAND SURVEYOR (TIME-BASED FEES**) N/A**				
NAME OF STAFF	QUALIFICATIONS	YEARS PROF. EXPERIENCE	CATEGORY OF STAFF	HOURLY RATE (RANDS Excl. VAT)
			Minimum three (3) years post professional registration.	

C2.2.2 (A.1) PROFESSIONAL FEES (AVERAGE PERCENTAGE (%) OF A RANGE OF ESTIMATED PROJECT VALUE CATEGORIES) FOR STAGE 2 TO 7

Deliverable	Project Manager Team Leader Rand value	Architect Rand Value	Civil Engineer Rand Value	Structural Engineer Rand Value	Quantity Surveyor Rand Value	Mechanical Engineer Rand Value	Electrical Engineer Rand Value	Fire Engineer Rand Value	Clerk of Works Rand Value	Geotechnical Engineer (N/A) Rand Value	Construction Health and Safety Agent Rand Value	Social Facilitator Rand Value	Land Surveyor (N/A)	Total Lump Sum Price (Excl. VAT)
COMBINED STAGE 1 AND STAGE 2 INITIATION & CONCEPT DEVELOPMENT														
To establish the detailed brief, scope, scale, form, and control budget, and set out the integrated concept for one or more packages. Consult with local and statutory authorities.														R
STAGE 3 DESIGN DEVELOPMENT														
To develop, in detail, the approved concept, to finalize the design and definition criteria, set out the integrated developed design, the cost plan and schedule for one or more projects / packages. Consult with local and statutory authorities. Prepare documentation sufficient for local authority submission.														R
STAGE 4 TECHNICAL DOCUMENTATION & PROCUREMENT														
To provide the detailing, performance definition, specification, sizing and positioning of all systems and components enabling construction. Complete construction documentation and proceed to call for tenders.														R

STAGE 5 CONSTRUCTION AND CONTRACT ADMINISTRATION														
To construct / deliver the works according to the working drawings and specifications.														**R**
STAGE 6 HANDOVER														
To handover the completed works and all handover documentation to the end-user department. Including commissioning and training of users for operation and maintenance.														**R**
STAGE 7 CLOSE -OUT														
To Close-Out the project / package with notified defects corrected, Final Account settled, and the Close-Out Report issued.														**R**
		ALL INCLUSIVE LUMP SUM PRICE FOR STAGE 1 DELIVIRABLES (EXCL VAT) - *CARRIED TO TABEL 2.2.2 (A.2)*												**R**

C2.2.2 (A.2) PROFESSIONAL FEES (AVERAGE PERCENTAGE (%) OF A RANGE OF ESTIMATED PROJECT VALUE CATEGORIES

A	B	C	D	E	F
PROJECT VALUE CATEGORY (RANDS)	~~**TENDERED TEAM (RANDS) STAGE 1 Brought *forward from table C2.2.2.(A.1)***~~	~~**TENDERED TEAM (%) STAGE 1 *Column B ÷ Column A***~~	**TENDERED TEAM (%) STAGE 2 - 7**	**TENDERED TEAM (%) TOTAL STAGE 2 - 7 *Column C + Column D***	**AVERAGE % = *Column E Total ÷ 7***
1. (R0 to R5 000 000)	~~R~~	~~= %~~	**%1 = %**	**%1 = %**	
2. (R5 000 001 to R10 000 000)	~~R~~	~~= %~~	**%2 = %**	**%2 = %**	
3. (R10 000 001 to R15 000 000)	~~R~~	~~= %~~	**%3 = %**	**%3 = %**	
4. (R15 000 001 to R20 000 000)	~~R~~	~~= %~~	**%4 = %**	**%4 = %**	
5. (R20 000 001 to R25 000 000)	~~R~~	~~= %~~	**%5 = %**	**%5 = %**	%
6. (R25 000 001 to R30 000 000)	~~R~~	~~= %~~	**%6 = %**	**%6 = %**	
7. (More than R30 000 000)	~~R~~	~~= %~~	**%7 = %**	**%7 = %**	
			***Total Column E* = %**		

** Note: Column B - Should different values be applicable to price ranges, kindly duplicate table C.2.2.2 (A1) for each price range.*
** Note: Column C - For the Calculation of Column C, the upper value of Column A is to be used.*

C2.2.2 (B) PROFESSIONAL FEES ALLOCATION

PROFESSIONAL DISCIPLINE	% SPLIT
1. Construction Project Manager/Principal Agent	
2. Architect	
3.Quantity Surveyor	
4. Civil Engineer	
5. Structural Engineer	
6. Electrical Engineer	
7.Mechanical & Fire Engineer	
8.Construction Health and Safety Agent	
9.Social/Development Facilitator	
10.Clerk of Works/ Resident Engineer	
11.Land Surveyor (N/A)	
12. Geotechnical Engineer (N/A)	
Total % must equal to Average % from C2.2.2 (A.2)	

C.2.2.3 DISBURSEMENTS AND OPERATIONAL EXPENSES –
(TRAVEL; PRINTING/COPYING/BINDING COSTS FOR CONTRACT, REPORTS, MANUALS AND DRAWING DOCUMENTS

DISCIPLINE / SERVICE	
1. Professional Construction Project Manager/Lead	
2.Architect	
3.Quantity Surveyor	
4. Civil Engineer	
5. Structural Engineer	
6.Electrical Engineer	
7. Mechanical Engineer	
8. Construction Health and Safety Agent	
9. Social/Development Facilitator	

DISCIPLINE / SERVICE	
10. Clerk of Works/ Resident Engineer	
11. Land Surveyor (N/A)	
12. Geotechnical Engineer (N/A)	
TOTAL PROPOSED PERCENTAGE TO BE CARRIED OVER TO SUMMARY SCHEDULE	

C2.2.4 OVERALL COST SUMMARY PROFESSIONAL FEES & DISBURSEMENTS

SCHEDULE	DESCRIPTION	TOTAL PROPOSED FEE PERCENTAGE (%)
TENDERED PROFESSIONAL FEES CALCULATION (CARRIED FORWARD TO C1.1 FORM OF OFFER AND ACCEPTANCE		
C2.2.1	Time-Based Fees	N/A for this calculation
C2.2.2	Professional Fees (Average %)	%
C2.2.3	Disbursements (Incl. Travelling & Operational Expenses)	%
C2.2.4	Budgetary Allowance for Contingencies at 5% of professional fee % tendered under C2.2.2 above **(i.e. 5% x C2.2.2)**	%
TOTAL PERCENTAGE (%) FEES TENDERED (= Sum of C2.2.2 TO C2.2.5) CARRIED TO FORM OF OFFER		**%**

TENDERERS TO NOTE THE FOLLOWING:

- PAYMENT MILESTONES ARE APPLICABLE TO THIS ASSIGNMENT
- INTERIM PAYMENT FOR STAGE 1 WILL AMOUNT TO PRICED TOTAL OF TABLE C.2.2.2 (A.1) AND WILL BE CORRECTED BASED ON THE APPROVED STAGE 2 ESTIMATE

STAGES	PERCENTAGE	Comments
Stage 1	5%	**Total Amount from table A1** (interim payment to be made and to be corrected based on approved stage 2 estimate)
Stage 2	10%	no comment
Stage 3	20%	no comment
Stage 4	10%	no comment
Stage 5	30%	no comment
Stage 6	10%	no comment
Stage 7	15%	no comment

- **C.2.2.3**
  - DISBURSEMENTS ARE AN ALLOWANCE ONLY AND WILL BE REIMBURSED STRICTLY IN ACCORDANCE WITH A PRE-APPROVED DISBURSEMENT PLAN & PROVEN COSTS.
- **C.2.2.4**
  - THE CONTINGENCY ALLOWANCE CAN ONLY BE UTILISED BASED ON WRITTEN APPROVAL FROM THE DBSA.

Ensure that each line item is priced for. Items for zero values must be indicated as such or will be presumed to be zero if not completed.

I, the undersigned, do hereby declare that the above is a proper pricing data forming part of this Contract Document upon which my/our tender for

SIGNED ON BEHALF OF TENDERER: ……..... Date:.....

C2.2.4 The Professional Service Provider's Personnel Schedule is as outlined in the Table below *(Additional copies of this table can be used if necessary):*

NAME	PROFESSIONAL TITLE	PROJECT ROLE	QUALIFICATIONS	ESTIMATED PERIOD OF ENGAGEMENT ON THE SERVICES (weeks)

SIGNED ON BEHALF OF TENDERER **DATE**

C3.1 Scope of Work

C3.1.1. EMPLOYER'S OBJECTIVES

The Development Bank of Southern Africa (DBSA) entered into a partnership and signed a Memorandum of Agreement (MOA) with the Eastern Cape Department of Education (ECDoE) starting from 2015/16 FY. The Development Bank of Southern Africa (DBSA) entered into a partnership, signed and concluded a Department of Education (ECDoE). This engagement dates to September 2015 when the first MoA was signed and has been renewed every three (3 years) up to date. The latest agreement was concluded and signed on 31 March 2025.

The DBSA acts as an Implementing Agent for the provision of infrastructure in various programmes the Department is rolling out, initially the mandate comprised of 147 projects.
The DBSA shall procure a company that shall be having multi-disciplinary professionals ranging from project manager, Architect, quantity surveyor, civil and structural engineer, electrical engineer, mechanical engineers, health and safety agent, social facilitator, clerk of works etc.

C3.1.2. SCOPE OF WORKS

The scope of work for **RFP200/2026** shall cover **Stages 2 – 7** on all the following schools. The works in no particular order, shall include but not limited to the following:

The Professional Services Provider (PSP) is expected to assist the Employer to implement the Project.

- Myolwa Primary School

Deliverables per stage:

In terms of the project stages, the following activities will be undertaken:

Stage 2: Concept

- Prepare concept design drawings
- Prepare implementation (decanting, decommissioning, and demolishing) plan.
- Prepare preliminary cost estimate.
- Prepare site-specific Health and Safety specification including a detailed Baseline Risk Assessment.
- Identify and prepare work packages for SMMEs.
- Submit concept design drawings and preliminary cost estimate to DBSA for approval.
- Client review and approval of concept design drawings and preliminary cost estimate.

- Submit Site Development Plans to local authorities.
- Construction Health and Safety Agent to perform standard scope of services for Stage 2.
- Stage Gate Notification / Client Approval to Proceed to Next Stage

Stage 3: Design Development: detailed design, bill of quantities, full construction drawing and specifications:

- Review as necessary the site development plans and/or other suitable schematic layouts of the works and obtain the necessary statutory permissions, funding approvals or utility approvals to proceed with the works associated with the package.
- Prepare coordinated detailed design drawing/schedules, i.e. detailed architectural drawings and specifications (from existing generic blueprints) and detailed engineering drawing and specifications (from existing engineering designs).This includes to produce the final detailing, performance definition, specification, sizing and positioning of all systems and components enabling either construction (where the contractor is able to build directly from the information prepared) or the production of manufacturing and installation information for construction.
- Prepare detailed design reports.
- Designs and specifications to be in full accordance with SANS 10400 (all sections, including XA). Specification for all components are to be written with reference to the specification guidelines (where relevant) to be provided by the DBSA (and others where relevant).
- Submit detailed design drawing, reports, bill, and tender document to DBSA.
- All design information to be presented & submitted in hard copy & 3D model format – native format (Revit, ArchiCAD, AutoCAD, etc) as well as in IFC format. BIMx & A360 to be used during design reviews.
- DBSA review of detailed designed drawings.
- DBSA approval of detailed design drawing.
- Review documentation programme with principal consultant and other consultants involved.
- Update a baseline program schedule for the project.
- Construction Health and Safety Agent to perform standard scope of services for Stage 3.
- Stage Gate Notification / Client Approval to Proceed to Next Stage

Stage 4: Design documentation: tender documentation, tender process, evaluation, and recommendations for award of construction contracts.

- Submit design documentation to local authority.

- Prepare detailed cost estimates (full bill of quantities from elemental bill of quantities).
- Preparation of Contract Documents and specification for signing.
- Produce tender documents.
- Prepare specification and preambles for the works.
- Check cost estimates and adjust design and documents, if necessary, to remain within budget.
- Review design, drawings, and schedules for compliance with approved budget.
- Facilitate the compulsory site inspection meetings.
- Updated written report on budget, construction cost using site specific scope and tendered rates.
- Construction Health and Safety Agent to perform standard scope of services for Stage 4.
- Stage Gate Notification / Client Approval to Proceed to Next Stage.

Stage 5: Works: site handover and construction up to practical completion (site activities)

Full inspection and oversight of construction: provide services related to the full inspection and oversight of the construction in line with the standard professional practices as per the gazette guidelines of the scope of services of the relevant professional bodies such as the Engineering Council of Southern Africa (ECSA). This includes liaison with the user client to take over the completed area on agreed basis and appoint a full-time clerk of work for administration and supervision of the work on-site. Examples of the services expected include the following.

- Facilitate site hand-over.
- Facilitate sustained development facilitation and attainment of set socio-economic objectives of project,
- Ensures compliance to OHSA, Environmental and all applicable regulations.
- Issue construction documentation in accordance with the documentation schedule.
- Carry out contract administration procedures in terms of contracts.
- Provides monthly progress reports as and required and update EMFS / PMIS / NEIMS regularly (at least once a month).
- Prepare schedules of predicted cash-flow.
- Prepare pro-active estimates of proposed variation for client-decision making.
- Attend regular site, technical, steering committee, and progress meetings.
- Inspect works for conformity to compliance to design intent.
- Resolution of contractual issues by the contractor.
- Establish and maintain a financial control system.
- Clarify details and descriptions during construction as required.
- Prepare valuation for payment certificates, financial control report. Progressive and draft final accounts.

- Witness and review all test and mock-ups carried cut both on and off-site.
- Check and approve contractor drawings.
- Update and issue drawings register.
- Issue contract instructions as and when required.
- Review and comment on operation and maintenance manuals, guarantee certificates, and warrantees.
- Inspect the works and issues practical completion and defects lists.
- Arranges for the delivery of all test certificates, including electrical certificates of compliances, statutory and other approvals, as-built drawing, and operating manuals.
- Evaluate and adjudicates all claim events submitted by contractor and submit recommendations with substantiation to the DBSA.
- Manage scope change and prepare motivation for variation order if required.
- Construction Health and Safety Agent to perform standard scope of services for Stage 5.
- Review the contractor's quality control program and advice and agree a quality assurance plan including ensuring testing and quality control for conformity with specification and standards.
- Provide information for report as required.
- Oversight reports on construction inspection and progress to include, amongst other things the following:
    - Minutes of site handover to contractors and copies of site possession certificates,
    - Proof of compliance to OHSA, Environmental and all applicable regulations.
    - Construction documentation and drawing issue register.
    - Schedule of predicted cash-flow.
    - Monthly progress report.
    - Minutes of all site meetings held.
- Estimates of proposed variation.
- Construction Programme and ongoing updates thereof
- Contract instruction to contractor.
- Financial control reports.
- Monthly updated quantities in relevant software applications.
- Payment certificates.

- Progressive and draft final accounts.
- Practical completion certificates and defects lists.
- Certificate of Compliance, e.g. Fire installation, electrical, plumbing, etc.
- Municipal/building control approvals.
- Record of hand over provisional departments.

Stage 6: Handover: Works which have been taken over by user or owner; completed training; Record Information:

- Finalise and assemble record information which accurately reflects the infrastructure that is acquired, rehabilitated, refurbished, or maintained
- Hand over the works and record information to the user organisation and if necessary, train end user staff in the operation of the works
- Stage 6 is complete when the Handover/Record Information Report is approved

Stage 7: Close out: Defects Certificate or Certificate of Final Completion; Final Account; Close-Out Report:

- Record information is archived
- Defects certificates and certificates of final completion are issued in terms of the contract
- Final amount due to the contractor is certified, in terms of the contract
- Construction Health and Safety Agent to prepare the consolidated construction project health and safety close-out report and Health and Safety operations and maintenance plan.
- Close-Out Report is prepared by the Implementer and approved by the Client Department

A. PROPOSED GENERAL SCOPE OF WORK FOR MYOLWA PRIMARY SCHOOL (Client has done some cost estimate and designs. Hence PSP will be required to review existing designs (all disciplines and complete the designs)

WORK PARKAGE	LOCATION	BUILDING USE	UNIT SIZE	SCOPE DESCRIPTION
ASSESSMENTS AND DESIGNS FINALISATION	All Infrastructure	N/A	N/A	✓ Due diligence and assessment reports review ✓ Quantification and costing of the works ✓ Detailed Designs review and finalization ✓ Detailed Specifications review and finalization ✓ Working Drawings review and finalization ✓ Finishing Schedules ✓ Construction Works ✓ Construction Supervision and Project Close Out
NEW WORKS /UPGRADES	BLOCK A (11 rooms block)	**Admin Block** 1. Reception 2. Sick Room 3. Consulting Room 4. Principal's Office 5. D/Principal's Office 6. HOD's Office 7. Strong Room 8. Storage Area 9. Printing Room 10. Stuff Room 11. Stuff Kitchenette	 29.8m^2 5.8m^2 12.1m^2 20m^2 12.2m^2 15m^2 7.8m^2 10.3m^2 6.2m^2 61.1m^2 8.3m^2	✓ Due diligence and assessment reports review ✓ Quantification and costing of the works ✓ Detailed Designs review and finalization ✓ Detailed Specifications review and finalization ✓ Working Drawings review and finalization ✓ Finishing Schedules ✓ Construction Works ✓ Construction Supervision and Project Close Out
	BLOCK B	Grade 1,2,3, 4,5,6 & 7 classroom	320m^2	

	(8 New brick and Mortar classroom block)			
	BLOCK C	Science Laboratory	79m^2	
	BLOCK D	Library and Computer	96m^2	
	BLOCK E	Multipurpose Classroom	80m^2	
	BLOCK F	**Dining and Nutrition Centre** 1. Kitchen 2. Vegetable Storage 3. Dry Bulk Store 4. Day Store 5. Dinning Area 6. Refuse Area 7. Scullery 8. Goods Arrival Yard 9. Refuse yard 10. Covered Veranda	 36m^2 5m^2 8m^2 7m^2 12m^2 15m^2 14m^2 11m^2 12m^2 27m^2	✓ Due diligence and assessment reports review ✓ Quantification and costing of the works ✓ Detailed Designs review and finalization ✓ Detailed Specifications review and finalization ✓ Working Drawings review and finalization ✓ Finishing Schedules ✓ Construction Works ✓ Construction Supervision and Project Close Out
NEW WORKS /UPGRADES	New ablution for learners and Teachers	Ablution block	As per drawing (7 x WC)	✓ Design review and construction of new ablution at new position
	New ablution for Disable	Ablution block	As per drawing (2 x WC)	✓ Design review and construction of new ablution at new position

UPGRADES	Maintenance and Repairs	Existing Ablution Facilities	5 Existing Ablution Facilities	✓ Maintenance and Repairs
EXTERNAL WORKS	Stormwater management	Stormwater	N/A	✓ Paving/aprons around all blocks and buildings ✓ Ramps and walkways to transit sloping areas ✓ Provide V-drains/channels, storm water catchment pit and channel spreaders, cut-off beams and retaining walls. ✓ Provide formal car park with storm water control
	Drinking fountains and stand pipes		As per SDP	✓ New drinking fountains, water stand pipes and hand wash basins
	Grade R play area		As per SDP	✓ Sand pit, drinking fountain and playground equipment

The Professional Services Team requires minimum of the following.

CVs with detailing experience, and the Proof of Registration with a recognized professional body/ institution, are part of the pre-qualifiers. All resources should be professionally registered as stipulated and valid.

i. **Construction Project Manager** (Team Leader) (**SACPCMP, Pr. CPM**), minimum five (5) years post professional registration experience.
ii. **Professional Architect/ Senior Architectural Technologist/ Architectural Technologist - Pr.Arch/Senior Pr.Arch Tech/Arch Tech (SACAP) -** minimum ten (10) years post professional registration experience.
iii. **Structural Engineer/Technologist (ECSA)** - **Pr.Eng./Pr.Tech (ECSA),** minimum five (5) years post professional registration experience.
iv. **Civil Engineer/Technologist (ECSA)** - Pr.Eng./Pr.Tech (ECSA), minimum five (5) years post professional registration experience.
v. **Electrical – Engineer/Technologist - Pr.Eng./Pr.Tech (ECSA),** minimum five (5) years post professional registration experience.
vi. **Mechanical Engineer/Technologist - Pr.Eng. / Pr. Technologist - ECSA**, minimum five (5) years post professional registration experience and detailed fire experience.
vii. **Quantity Surveyor (SACQSP)**, minimum five (5) years post professional registration experience.
viii. **Construction Health & Safety Agent (CHSA SACPCMP)**, minimum five (5) years' experience.
ix. **Social Facilitator**, minimum ten (10) years' Infrastructure development projects experience.
x. **Clerk of Works,** minimum ten (10) years' experience in built environment (Civil/Building).

The Resources and applicable requirements as listed under Stage 1 A&B Evaluation, form part of the tender *Responsiveness criteria* to be assessed at tender stage.

The additional Resources and applicable requirements listed above under Clause C3.2.1 (excl. those referenced under Clause 26.1.1, Stage 1), forms part of the *Conditions to Contract* and will be included as returnable to the Conditional Appointment Letter of the successful tenderer.

All resources must be professionally registered as stipulated and valid. Should a tenderer have one or more resources that do not comply with the stipulated requirements, the tenderer shall be expected to provide resource(s) equal or better than the stipulated requirements for the resources in question, before the appointment can be effected. Should the tenderer not be able to provide the required resources, the appointment cannot be affected and the bid will not be considered for appointment.

High Level implementation stages

- Stage 1: Initiation
- Stage 2: Concept
- Stage 3: Design Development
- Stage 4: Design Documentation
- Stage 5: Works
- Stage 6: Handover
- Stage 7: Close out

Part C4:Site Information

C4.1 Site Information…… Page 113-114

C4.1Site information

Facility / Project Name	THE DEPARTMENT OF EDUCATION EASTERN CAPE
Facility / Project ID	RFP200/2026 : APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE PROVISION OF PROFESSIONAL SERVICES TO PLAN, DESIGN, MONITOR AND COMPLETE [AS PER FIDPM STAGES 2 – 7] MYOLWA PS IN THE EASTERN CAPE.
Province	Eastern Cape
Local Municipality	OR Tambo District
COORDINATES	

School Name	Latitude	Longitude	District /Area
Myolwa Primary School	-31.4124	29.38774	O.R. Tambo

