



**PROVINCIAL ADMINISTRATION OF KWAZULU-NATAL**

**KZN DEPARTMENT OF PUBLIC WORKS**

**REFERENCE NO : ZNT 04/19/20**

**SERVICE : REQUEST FOR PROPOSALS FOR A SUSTAINABLE TURNKEY SOLUTION/S  
FOR THE REFURBISHMENT AND EXTENSION OF THE ESPLANADE  
GOVERNMENT BUILDING (EGB) OFFICES IN DURBAN (ETHEKWINI REGION).**

**NAME OF TENDERER: .....**  
**.....**

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## SECTION A

### REQUEST FOR PROPOSAL

**REFERENCE NO** : ZNT 04/19/20

**DESCRIPTION** : A sustainable turnkey solution/s for the refurbishment and extension of the Esplanade Government Building (EGB) Offices in Durban (eThekweni Region).

**CLOSING DATE** : 27 August 2019 **CLOSING TIME:** 11H00AM

#### COMPULSORY BRIEFING MEETING

**DATE** : 1 August 2019

**TIME** : 11H00

**VENUE:** Lecture Hall, eThekweni Region, 455 Jan Smuts Avenue, Mayville

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PROPOSAL DOCUMENTS MAY BE POSTED TO

KZN DEPARTMENT OF PUBLIC WORKS, HEAD OFFICE

PRIVATE BAG X 9041

PIERTERMARITZBURG

3200

OR

DEPOSITED IN THE BID BOX SITUATED AT *(191 Prince Alfred Street, PMB)*

KZN DEPARTMENT OF PUBLIC WORKS, HEAD OFFICE

191 PRINCE ALFRED STREET

PIERTERMARITZBURG

3200

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

The bid box is generally open 24 hours a day, 7 days a week.

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

THIS PROPOSAL IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

**A. THE FOLLOWING PARTICULARS MUST BE FURNISHED**  
**B. (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)**

NAME OF BIDDER .....

POSTAL ADDRESS .....

STREET ADDRESS .....

TELEPHONE NUMBER ; CODE.....NUMBER.....

CELLPHONE NUMBER.....

FACSIMILE NUMBER .....

E-MAIL ADDRESS .....

VAT REGISTRATION NUMBER.....

SIGNATURE OF BIDDER .....

DATE.....

CAPACITY UNDER WHICH THIS BID IS  
SIGNED.....

---

**ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:**

**Contact Person:** SCM Enquiries

**Tel:** 033-355 5455/5559

**ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:**

**Contact Person:** Mrs G. Dayaram

**Tel:** 033 - 260 4031

**E-mail address:** glenda.dayaram@kznworks.gov.za

## **SECTION B**

### **NOTES AND SPECIAL INSTRUCTIONS TO SERVICE PROVIDERS**

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and visa versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances whatsoever may the proposal be retyped or redrafted. Photocopies of the documentation may be used, but an original signature must appear on such photocopies.
3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
4. Proposals submitted must be complete in all respects.
5. Proposals shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.
6. Each proposal shall be addressed in accordance with the directives in the proposal document and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any quotation other than that shown on the envelope. If this provision is not complied with, such proposals may be rejected as being invalid.
7. All proposals received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the proposals. Where, however, a proposal is received open, it shall be sealed. If it is received without a proposal number on the envelope, it shall be opened, the proposal number ascertained, the envelope sealed and the proposal number written on the envelope.
8. A specific box is provided for the receipt of proposals, and no proposals found in any other box or elsewhere subsequent to the closing date and time of proposal will be considered.
9. No proposals sent through the post will be considered if it is received after the closing date and time stipulated in the proposals documentation, and proof of posting will not be accepted as proof of delivery.
10. No proposals submitted by telefax, telegraphic or other electronic means will be considered.
11. Proposal documents must not be included in packages containing samples. Such proposals may be rejected as being invalid.
12. Any alteration made by the bidder must be initialed.
13. Use of correcting fluid is prohibited
14. Proposals will be opened in public as soon as practicable after the closing time of proposal.
15. Where practical, prices are made public at the time of opening proposal.
16. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.

**SECTION C**  
**REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE**

- 1 In terms of the Public Finance Management Act (PFMA), 1999 (Act No 1 of 1999) Section 38 (1) (a) (iii) and 51 (1) (iii) and Section 76 (4) of PFMA National Treasury developed a single platform, The Central Supplier Database (CSD) for the registration of prospective suppliers including the verification functionality of key supplier information.
- 2 Prospective suppliers will be able to self-register on the CSD website: [www.csd.gov.za](http://www.csd.gov.za)
- 3 Once the supplier information has been verified with external data sources by National Treasury a unique supplier number and security code will be allocated and communicated to the supplier. Suppliers will be required to keep their data updated regularly and should confirm at least once a year that their data is still current and updated.
- 4 Suppliers can provide their CSD supplier number and unique security code to organs of state to view their verified CSD information.

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**CSD Number**

**SECTION D**  
**DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE IS CORRECT AND**  
**UP TO DATE**  
(To be completed by bidder)

THIS IS TO CERTIFY THAT I (name of bidder/authorised representative).....

....., WHO REPRESENTS (state name of bidder).....

.....

AM AWARE OF THE CONTENTS OF THE CENTRAL SUPPLIER'S DATABASE WITH RESPECT TO THE BIDDER'S DETAILS AND REGISTRATION INFORMATION, AND THAT THE SAID INFORMATION IS CORRECT AND UP TO DATE AS ON THE DATE OF SUBMITTING THIS QUOTATION/BID.

AND I AM AWARE THAT INCORRECT OR OUTDATED INFORMATION MAY BE A CAUSE FOR DISQUALIFICATION OF THIS QUOTATION/BID FROM THE BIDDING PROCESS, AND/OR POSSIBLE CANCELLATION OF THE CONTRACT THAT MAY BE AWARDED ON THE BASIS OF THIS BID.

.....  
**NAME OF BIDDER**

.....  
**SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE**

**DATE:**.....

**SECTION E**  
**DECLARATION OF INTEREST**

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

- 2.1 Full Name of bidder or his or her representative:

.....

- 2.2 Identity

Number:.....

- 2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>, member):

.....

- 2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust: .....

- 2.5 Tax Reference Number:

.....

- 2.6 VAT Registration Number:

.....

- 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.



2.7 Are you or any person connected with the bidder presently employed by the state? YES / NO

2.7.1 If so, furnish the following particulars:

<sup>1</sup>"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

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

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

.....

Name of state institution at which you or the person connected to the bidder is employed :

.....

Position occupied in the state institution:

.....

Any other particulars:

.....

.....

.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? YES / NO

2.7.2.1 If yes, did you attach proof of such authority to the bid document? YES / NO

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

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

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

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

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

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.

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

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES/NO**

2.10.1 If so, furnish particulars.

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

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? **YES/NO**

2.11.1 If so, furnish particulars:

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

Full details of directors / trustees / members / shareholders. If a consortium then the details as indicated below for all companies must be provided.

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

#### 4 DECLARATION

I, THE UNDERSIGNED (NAME).....

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS

DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

**SECTION F - OFFER**

**ZNT : 04/19/20**

1. TOTAL PRICE FOR THE FIRST YEAR OF THE CONTRCAT INCLUDING VAT: (see Pricing Schedule on page 13)

R.....

2. AMOUNT IN WORDS:

.....  
.....

3. TIME FOR COMPLETION/ DELIVERY: maximum of 36 calendar months

NAME OF BIDDER:	SIGNATURE	DATE:
.....	.....	.....

**FOR OFFICE PURPOSES ONLY**

<b>IMPORTANT</b>
Mark appropriate block with "X"

- |   |     |                   |
|---|-----|-------------------|
| 1. HAVE ANY ALTERATIONS BEEN MADE?  | YES | NO                |
| 2. HAS AN ALTERNATIVE BID BEEN SUBMITTED?                                       | YES | NO IF APPLICABLE: |
| 3. THE BIDDER ATTEND THE OFFICIAL BRIEFING SESSION/ COMPULSORY SITE INSPECTION? | YES | NO                |

Item	Description	QTY	Unit	Rate	VALUE
1)	Projected Cost of Renovations (incl. Fees and VAT)		Sqm		
2)	Projected Costs of New Parking Area (Incl. Fees and VAT)		No. of Bays		
3)	Projected Costs of Initial fitout installation (incl. Fees and VAT)		Sqm	R1,500.00	
4)	TOTAL Renovations and improvement Costs				
5)	INTEREST				
	Construction Period (.....% pa)		Sum		
	Management Period (.....% pa)		sum		
6)	Facilities Management (for 20 years)				
	security	240	Mths		
	Cleaning	240	Mths		
	maintenance	240	Mths		
7)	Proposed project costs (incl. all fees and VAT):				
8)	Facilities Management Fee (forward to Tender Form)	240	Mths		

## **SECTION G**

### **TERMS OF REFERENCE**

#### **DEFINITIONS**

- “Department” means the Department of Public Works in the KwaZulu-Natal Provincial Administration.
- “Head” means the officer appointed to the post of Accounting Officer of the Department, who has signed this contract and shall include any person acting in that capacity.
- “developer/service provider” means the person or persons, partnership, firm or company or close corporation, etc. whose proposal for this work has been accepted, and who has, or have, signed this Contract, and shall include his or her heirs, executors, administrators, successors, and any representative, duly appointed.

#### **1. INTRODUCTION**

KZN Public Works is part of Public Administration that is governed by basic democratic values and principles including but not limited to the promotion and management of high standards of professional ethics, responding to people’s needs and using resources efficiently, economically and effectively.

In order to give effect to this mandate, the Department has made it one of their goals to be a capable implementation agent of choice in order to completely respond to Provincial Departments’ needs for Building and Property Management Services through acquisition, construction, maintenance and disposal of Public Land and Buildings.

#### **2. BACKGROUND**

- 2.1 Esplanade Government Building is a state owned building within the Durban CBD with great potential to alleviate government reliance on hired buildings in Durban.
- 2.2 The Department call for proposals from the private sector to undertake a complete renovation and upgrade with the addition of a new parkade subject to the following 2 conditions:
  - The Department reserves the right not to accept any proposal/quote
  - The Department reserves the right to negotiate any rates
- 2.5 The developer /successful bidder who will recoup the investment from the Department over the stipulated operation period of 20 years must fund the project.

- 2.6 The Department will enter into a Facilities Management Contract with the successful bidder for a period not exceeding 20 years during which period the successful bidder will be paid a monthly Facilities Management Fee.
- 2.7 There are a number of User Departments that will be housed at EGB once fully renovated. They are currently in hired buildings.

#### **CLIENTS TO BE ACCOMMODATED IN THE BUILDING**

<b>Client Department</b>	<b>Area Hired / m<sup>2</sup></b>
<b>A</b>	1406m <sup>2</sup>
<b>B</b>	1218m <sup>2</sup>
<b>C</b>	242m <sup>2</sup>
<b>D</b>	1218
<b>E</b>	3300m <sup>2</sup>
<b>F</b>	645,50m <sup>2</sup>
<b>G</b>	779m <sup>2</sup>
<b>H</b>	252m <sup>2</sup>
<b>Total</b>	9061m <sup>2</sup>

### **3. SCOPE OF WORK**

- 3.1 The successful bidder will be required to undertake extensive renovations which also include the construction of a new parkade.
- 3.2 The successful bidder is to ensure that the following criteria is met:
- A minimum of 10 000m<sup>2</sup> of office space is provided
  - A minimum of 340 parking bays to be provided
  - The ground floor space is to be commercialized so that revenue generated can be used to offset costs. Security of the facility must not be compromised.
- 3.3 Rental will only commence once the entire building is occupied.

3.4 The briefing will be a 2 phased one, meeting to take place in the morning and thereafter all attendees will be given 2 hours to view the building after the briefing.

3.5 The following annexures are attached:

- Annexure A: background and scope of work
- Annexure B: condition assessment
- Annexure C: photographs of the facility.

3.6 It is envisaged that EGB is made functional by a complete renovation and upgrade with the addition of a new parkade, adding value to the government portfolio and reducing reliance on hired property.

3.7 The refurbishment must be to a modern standard having a high level of finishing bringing the building to an A-Grade level. The refurbished building must employ sophisticated technology and systems that would attract government or parastatal tenants.

3.8 The successful bidder will maximise the useable area of the building which

3.9 The successful bidder will maximise the number of parking bays provided in the EGB basement and the new parkade (minimum 340).

3.10 The bidder would be required to undertake tenant installation and reconfiguration periodically within the operation period whenever new tenants occupy the building.

3.7 The potential to have 2 tenants per floor is to be considered. Flexibility of design and services is therefore a key consideration in assessing proposals.

#### **4. DESIGN CONSIDERATIONS**

##### **BUILDING**

4.1 The building appears to be structurally sound and very little structural repair is required. The developer must however, conduct a thorough structural assessment and ensure that all aspects of building are certified by a structural engineer.

4.2 All existing drywall partitions, internal office doors and carpets would require demolition. New floor finishes are to be provided.

4.3 The position of corridor walls are unlikely to change and being constructed in brickwork would be largely retained. It is envisaged that 15% percentage of these would be demolished and reinstated in the reconfiguration.

4.4 The existing steel windows require replacement with high quality aluminium in compliance with all regulations. A method-statement from the successful bidder for the retaining of the terrazzo window sills will have to be approved.



- 4.5 The existing ceilings occur mainly in the corridors and would require gutting due to their condition. New green-star rated ceilings and finishes must be provided.
- 4.6 The toilets will require new tiling, sanitary ware, taps, drainage and water supply. Similarly kitchens would require new tiling, sinks, taps, drainage, water supply and new cupboards.
- 4.7 Services to the development must be assessed to be adequate for the building usage. This includes water, electricity, sewer and storm-water. These services must be independently supplied and metered, and separated from the adjacent State Vets Building.
- 4.8 The existing electrical system will require gutting and a new energy-saving electrical system including emergency lighting and back-up generators are to be installed. New access control, CCTV and PA system must be included.
- 4.9 The old lifts must be removed and 5 new energy efficient lifts within the existing lift cores must be installed.
- 4.10 The air-conditioning system must be completely overhauled, including chillers, plant and ducting. The new system would require to be compliant with the new SANS regulations in terms of energy efficiency and fresh air supply.
- 4.11 The fire protection system, including hydrants, hose reels, extinguishers, detection and sprinklers are to be replaced. The building must be made fully compliant with the provisions of SANS 10400 Part T. A rational fire design of the development must be conducted by a fire engineer and approved by the local Fire Chief.
- 4.12 Likewise, an overhaul of the plumbing, storm water and drainage systems are required. The domestic and fire water storage tanks are to be replaced.
- 4.13 Asbestos products on the roof would have to be removed by specialists in compliance with Department of Labour Asbestos Regulations.
- 4.14 Buildings are to be fully accessible to disabled persons, and provision of toilets parking, access ramps and refuge areas are to be incorporated.

## **5. PARKING**

- 5.1 The building is under-provided for in terms of parking. The lower ground floor has approximately 40 parking bays and there are a few bays on the street.
- 5.2 The municipal requirements for on-site parking for offices is 5 bays per 100m<sup>2</sup>. The site however, falls within a zone of the city that is exempt from this requirement. The municipality's requirement must therefore be used as a guideline to calculate estimated parking requirements for EGB. The bidder must however comply with municipal requirement in terms of parking.
- 5.3 It is envisaged that the existing Annex Buildings are to be demolished to make way for a new multi-storey parking garage. This parkade would be accessed from Cato Street and if made to rise 10 storeys to match EGB (including

rooftop parking), easy access directly to each matching floor of EGB could be achieved.

- 5.4 The successful bidder is to provide a minimum of 340 parking bays including the existing basement in EGB.
- 5.5 The intention is to match the heights of the 2 buildings, ensuring a harmonious architecture. Additional floors could be added to increase capacity if required.
- 5.6 The bidders proposal should include a façade treatment to the parkade that would architecturally complement the elevation of EGB.
- 5.7 Provisions must be made for access control, CCTV, a parking management system, a sprinkler system and adequate lifts in the parkade.

## **6. SUSTAINABILITY**

- 6.1 Environmentally sustainable interventions must be included in the refurbishment. The building is to achieve a minimum of a 4 Star GBCSA rating.
- 6.2 The new lifts are expected to provide for energy regeneration - heat and kinetic energy generated from the operation of the lifts would be diverted into the building systems.
- 6.3 Opportunities for harvesting solar energy in the form of PV panels to the existing roof and the rooftop carports of the parkade must be included.
- 6.4 Water harvesting opportunities of the existing and increased roof areas must be explored.
- 6.5 Similarly the use of low energy consuming appliances and LED lighting will be required, to reduce not only the energy consumption, but also the running costs of the building.
- 6.6 The opportunity of greening of these existing and new facades, must be fully explored, including the greening of the atrium to add to client and user comfort. On the facades, these would contribute to keeping the building cool and internally provide oxygen for improved user well-being.
- 6.7 The use of sustainable materials including using paints and finishes containing low harmful volatile organic compounds must be considered.

## **7. EXTERNAL WORKS**

- 7.1 The sites combined would be developed to almost 100% coverage and the small areas of remaining land would be paved and landscaped. The sidewalks

and external areas must be upgraded in order to complement the new and newly renovated buildings.

## **8. ALTERNATE SOLUTIONS**

Notwithstanding the above considerations, alternate solutions that are proven to better fulfil the Project Objectives and performance requirements of the Department, in terms of costs, aesthetics, comfort, ease of management and maintenance etc. will be considered and are in fact encouraged. These proposals are to be vetted by the developer's professional team.

## **9. CONTRACT PERIOD**

The Department will enter into a Facilities Management contract with the successful bidder for a period not exceeding 20 years during which time the developer/successful bidder will recoup his costs on a monthly basis

## **10. FINANCIAL IMPLICATIONS**

- a. The full financial implications are not known at this stage; however, the Department estimate is R495m.
- b. The Department is of the view that private sector will be able to renovate and extend this facility at a lower cost.

## **11. CRITERIA FOR ADVERT**

### **Phase 1: Prequalifying criteria**

The following pre-qualifying criteria is applicable to the evaluation of this proposal and only proposals received from Developers/service providers/entities who meet this criteria will be considered:

- (a) 51% black ownership of the company/consortium of which at least 20% are owned by women and at least 20% is owned by Youth
- (b) At least 51% of all Facilities management services to be outsourced to EMEs or QSEs which are black owned for the duration of the contract

### **PHASE 2: Responsiveness Criteria**

- Correctness of proposal documents
- Compliance with bid regulations (registration with Central Suppliers database, tax clearance compliance, completion of the tender document,
- Adherence to the requirements of the scope of work
- Submission of Business Continuity Plan
- Ensure that all compulsory and returnable documents have been submitted which must include 2 year audited financial statements must be submitted.

### Phase 3 of evaluation

Meeting the minimum qualifying functionality score of 70 points as per criteria below:  
The functionality scoring will be conducted in accordance with the schedule below and will cease if the tenderer cannot achieve the minimum score with the remaining items that have to be assessed.

Key aspect of criterion	Basis for point allocation	Score	Max points
<b>Evaluation criteria- minimum points 70</b>			
Capacity of Developer/Service provider/bidder	The Bidder must submit a detailed Company profile which includes the following information: <ul style="list-style-type: none"> <li>• Company profile displaying resources which are in house/out sourced in terms of the following key positions; <ul style="list-style-type: none"> <li>-project manager</li> <li>-facilities manager</li> <li>- Risk manager</li> <li>-Architect</li> <li>-Quantity Surveyor</li> <li>- Engineers</li> </ul> </li> </ul> <p>If it's a consortium then the resources of the consortium are to be provided CVs to be provided for the resources within the company and for each member of the consortium</p>		30
	All above mentioned resources are in-house or available within the consortium	30	
	3 above resources are out-sourced	20	
	More than 3 outsourced	10	
	All resources outsourced	5	
	Experience: to indicate both time and value of projects undertaken as well as indicate clearly the nature of involvement with such projects.		40

	Project portfolio together with current asset values be submitted. Completion certificates from principal agents to be provided as well as letters from clients confirming time and budget.		
	Bidder to provide proof of completed projects of this nature in respect of time and value (20 year projects estimated at R500m or more)	40	
	Bidders who do not have completed projects of this nature but can provide proof of currently managing a minimum of 2 successful projects which have utilised by the end user for more than 5 years	35	
	if bidder has successfully completed or currently managing 2 projects of equivalent time (20 years or more)	20	
	if bidder has successfully completed or currently managing 2 projects of equivalent value (R500m or more)	20	
	Typology (retrofit and multi-story offices): offices: Bidder to indicate how many projects were for offices, the value of such projects undertaken in the last 5 years indicating the time of start to completion of such projects.		30
	Bidder to provide proof of 2 projects which are multi storey offices (more than 5 floors) and retrofitted	30	
	If bidder has only done multi-storey greenfield office blocks	20	
	If bidder has done smaller office developments but retrofit	10	
	If bidder has done a greenfield smaller office development	5	

- A minimum of 70 points will be required to be responsive
- Only bidders who score a combined total of 70 points will be invited to conduct a high level presentation.
- Bidders who fail to score the minimum threshold points and/or the total required 70 points will be considered non-responsive and will not be considered further. Bidders who fail to meet the mandatory criterion in phase 1 will not be evaluated further.
- Bidders must submit the required detailed information to comply with the specified evaluation criteria.
- Ambiguous, vague or unclear statements provided in the documentation responding to the functionality criteria ***will be excluded from the evaluation.***

#### **PHASE FOUR: PRESENTATION OF PROPOSAL TO KZN PUBLIC WORKS–**

The shortlisted bidders will be required to present their proposals (PowerPoint) to the KZN Public Works within 2 days of being notified of date of presentation. the presentation to cover amongst other the following minimum criteria.

- Socio-economic spin offs aligned to government imperatives (job creation, advancement of small business, transformation of the property sector, opportunities for women and youth)
- Innovative solutions to maximize the use of the property for its function of currently office accommodation (office space, storage, and parking) including beneficial occupation dates.
- Innovation solutions to reduce the reliance on municipal services/utilities and increasing resilience of the building and ensuring business continuity and service delivery.
- Aesthetic proposals of the building both internal and external
- What sustainable commercialisation opportunities are available

#### **PHASE FIVE: Points for price and preference**

The final phase includes evaluation based on the price structure submitted in respect of the Facilities Management Fee

#### **12. Reporting:**

The successful bidder will report directly to the DDG: Immovable Asset Management or her delegated authority.

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

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

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#### **GENERAL CONDITIONS**

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included)

1.2 The value of this bid is estimated to exceed R50 000 000 (all applicable taxes included) and therefore the 90/10 Preference point system shall be applicable.

1.3 Points for this bid shall be awarded for:

(a) Price; and

(b) B-BBEE Status Level of Contributor.

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

DESCRIPTION	POINTS
PRICE	90
B-BBEE STATUS LEVEL OF CONTRIBUTOR	10
Total points for Price and B-BBEE must not exceed	100

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

1.6 The Department 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 purchaser.

## 2. DEFINITIONS

(a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

(b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

(c) **“BID”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price

BIDs, advertised competitive quoting processes or proposals;

- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
  - 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

### **3. POINTS AWARDED FOR PRICE**

#### **3.1 THE 90/10 PREFERENCE POINT SYSTEMS**

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

**90/10**

Where

Ps = Points scored for price of bid under consideration



Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

#### **POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR**

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

<b>B-BBEE Status Level of Contributor</b>	<b>Number of points (90/10 system)</b>
1	10
2	9
3	7
4	6
5	4
6	3
7	2
8	1
Non-compliant contributor	0

#### **5. BID DECLARATION**

- 5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

#### **6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1**

6.1B-BBEE Status Level of Contributor: ..... = .....(maximum of 10 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

## 7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

*(Tick applicable box)*

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

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....%

ii) The name of the sub-contractor.....

iii) The B-BBEE status level of the sub-contractor.....

iv) Whether the sub-contractor is an EME or QSE

*(Tick applicable box)*

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

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

Designated Group: An EME or QSE which is at last 51% owned by:	EME	QSE
	✓	✓

Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

## 8. DECLARATION WITH REGARD TO COMPANY/FIRM/CONSORTIUM

8.1Name of company/firm:.....

8.2VAT registration number:.....

8.3Company registration number:.....

8.4TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

Manufacturer

Supplier

Professional service provider

Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the quoting 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 Bidder, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES

1. ....

2. ....

.....

SIGNATURE(S) OF BIDDERS(S)

DATE: .....

ADDRESS .....

## 8. INDEMNITY

- 8.1. KZN DPW will not be held responsible for any costs incurred by the bidder/s in the preparation and submission of the proposals.

- 8.2. KZN DPW is not bound to select any of the firms submitting proposals, and reserves the right not to award the contract to the bidder with the lowest bidding price.

**9. COMPULSORY COMPLIANCE DOCUMENTATION**

- (i) Certified copies of Business Registration Documents, Shareholding Certificates, and Identity Documents of the Shareholders.
- (ii) Certified copy of the BBBEE Rating Certificate or an EME sworn affidavit
- (iii) Certified copy(s) of Joint Venture / Consortium Agreement (if applicable)

**10. KZN DPW's RIGHTS RESERVED AND CONTRACT**

The KZN DPW reserves the right to cancel this proposal at any time prior to the award of the bid, which right shall be exercised at its sole discretion. In such event of cancellation, the KZN DPW will not be accountable for any costs which bidders may have expended on the bid process.

The KZN DPW will enter into a contract with the successful bidder in accordance with the Standard General Conditions of Contract in use by the National Treasury for such government contracts, which it shall at its sole discretion, amend in accordance with the Technical Requirements of the Bid and the successful bidder's response thereto, in order to effectively govern the successful delivery of the products and services purchased under this bid process.

**11. CLARIFICATION**

The KZN DPW reserves the right to solicit clarification to any material presented in its proposal but is not obliged to do so.

**12. VALIDITY**

This proposal shall be valid for a period of sixty (60) calendar days calculated from the closing time specified.

## SECTION H

### OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE

Bid No : ZNT 4/19/20

Service : REQUEST FOR PROPOSALS FOR A SUSTAINABLE  
TURNKEY SOLUTION/S FOR THE REFURBISHMENT AND  
EXTENSION OF THE ESPLANADE GOVERNMENT BUILDING  
(EGB) OFFICES IN DURBAN (ETHEKWINI REGION).

DATE : 1 August 2019

TIME : 11H00

VENUE : Lecture Hall, eThekwin Region, 455 Jan Smuts Avenue, Mayville  
\*\*\*\*\*

THIS IS TO CERTIFY THAT (NAME) .....

ON BEHALF OF .....

VISITED AND INSPECTED THE SITE ON .....(DATE)

AND IS THEREFORE FAMILIAR WITH THE CIRCUMSTANCES AND THE SCOPE OF THE SERVICE TO BE  
RENDERED.

.....  
**SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE**

(PRINT NAME)

DATE: .....

.....  
**SIGNATURE OF DEPARTMENTAL REPRESENTATIVE**

(PRINT NAME)

.....  
**DEPARTMENTAL STAMP :**

(OPTIONAL)

**SECTION I**

**TAX COMPLIANCE STATUS (TCS)**

- 1 The State / Province may not award a contract resulting from the invitation of quotations to a bidder who is not properly registered and up to date with tax payments or, has not made satisfactory arrangements with S A Revenue Services concerning due tax payments.
- 2 The South African Revenue Services (SARS) has phased out the issuing of paper Tax Clearance Certificates. From 18 April 2016 SARS introduced an enhanced Tax Compliance system. The new system allows taxpayers to obtain a Tax Compliance Status (TCS) PIN, which can be utilized by authorized third parties to verify taxpayers' compliance status on line via SARS e-filing.
- 3 Bidders are required to apply via e-filing at any SARS branch office nationally. The Tax Compliance Status (TCS) requirements are also available to foreign bidders / individuals who wish to submit bids.
- 4 SARS will then furnish the bidder with a Tax Compliance Status (TCS) **PIN** that will be valid for a period of 1 (one) year from the date of approval.
- 5 In bids where Consortia / Joint Venture / Sub-contractors are involved, each party must submit a separate Tax Compliance Status (TCS) **PIN**.
- 6 Application for Tax Compliance Status (TCS) **PIN** can be done via e-filing at any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).
- 7 Tax Clearance Certificates may be printed via e-filing. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).
- 8 Tax Compliance Status is not required for services below R30 000 ITO Practice Note Number: SCM 13 of 2007.
- 9 Kindly either provide an original tax clearance certificate, your tax number or pin number.

**TAX NUMBER**

--



**PIN NUMBER**

--

**AUTHORITY TO SIGN A QUOTATION**

**A.**

**A.COMPANIES**

If a Bidder is a company, a certified copy of the resolution by the board of directors, personally signed by the chairperson of the board, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid, that is before the closing time and date of the bid

**AUTHORITY BY BOARD OF DIRECTORS**

By resolution passed by the Board of Directors on.....20.....,.....  
Mr/Mrs/Miss..... (whose signature appears below) has  
been duly authorised to sign all documents in connection with this bid on behalf of

(Name of Company)

.....

**IN HIS/HER CAPACITY AS:** .....

**SIGNED ON BEHALF OF COMPANY:** .....  
(PRINT NAME)

**SIGNATURE OF SIGNATORY:** ..... **DATE:** .....

**WITNESSES:** 1 .....

2 .....

**B.SOLE PROPRIETOR (ONE - PERSON BUSINESS)**

I, the undersigned..... hereby confirm that I am the sole owner of the business trading as .....

.....

.....  
**SIGNATURE**  
(PRINT NAME)

.....  
**DATE**

**C. PARTNERSHIP**

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner	Residential address	Signature
.....	.....	.....
.....	.....	.....
.....	.....	.....
.....	.....	.....

We, the undersigned partners in the business trading as..... hereby authorized .....to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and /or contract on behalf of

.....  
**SIGNATURE**  
(PRINT NAME)

.....  
**SIGNATURE**  
(PRINT NAME)

.....  
**SIGNATURE**  
(PRINT NAME)

.....  
**DATE**

.....  
**DATE**

.....  
**DATE**

**D. CLOSE CORPORATION**

In the case of a close corporation submitting a bid, a certified copy of the Founding Statement of such corporation shall be included with the bid, together with the resolution by its members authorising a member or other official of the corporation to sign the documents on their behalf.

By resolution of members at a meeting on ..... 20..... at .....

.....Mr/Mrs/Miss.....,  
whose

signature appears below, has been authorised to sign all documents in connection with this bid on behalf of (Name of Close Corporation) .....

.....

**SIGNED ON BEHALF OF CLOSE CORPORATION:** ..... (PRINT NAME)

**IN HIS/HER CAPACITY AS** ..... **DATE:** .....

**SIGNATURE OF SIGNATORY:** .....

**WITNESSES:** 1 .....

2 .....

**E CO-OPERATIVE**

A certified copy of the Constitution of the co-operative must be included with the bid, together with the resolution by its members authoring a member or other official of the co-operative to sign the bid documents on their behalf.

By resolution of members at a meeting on ..... 20..... at .....  
Mr/Mrs/Miss....., whose signature appears  
below, has been authorised to sign all documents in connection with this bid on behalf of  
(Name of co-operative).....

**SIGNATURE OF AUTHORISED REPRESENTATIVE/SIGNATORY:**  
(PRINT NAME)

.....

**IN HIS/HER CAPACITY AS:**.....

**DATE:** .....

**SIGNED ON BEHALF OF CO-OPERATIVE:**.....

**NAME IN BLOCK LETTERS:**.....

**WITNESSES:** 1 .....

2 .....

**F JOINT VENTURE**

If a bidder is a joint venture, a certified copy of the resolution/agreement passed/reached signed by the duly authorised representatives of the enterprises, authorising the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the joint venture must be submitted with this bid, before the closing time and date of the bid.

**AUTHORITY TO SIGN ON BEHALF OF THE JOINT VENTURE**

By resolution/agreement passed/reached by the joint venture partners on.....20.....

Mr/Mrs/Miss.....,Mr/Mrs/Miss.....,

Mr/Mrs/Miss.....and Mr/Mrs/Miss.....  
(whose signatures appear below) have been duly authorised to sign all documents in connection with this bid on behalf of:

(Name of Joint Venture).....

**IN HIS/HER CAPACITY AS:**.....

**SIGNED ON BEHALF OF (COMPANY NAME):**.....  
(PRINT NAME)

**SIGNATURE :**..... **DATE:**.....

**IN HIS/HER CAPACITY AS:**.....

**SIGNED ON BEHALF OF (COMPANY NAME):**.....  
(PRINT NAME)

**SIGNATURE:**..... **DATE:**.....

**IN HIS/HER CAPACITY AS:**.....

**SIGNED ON BEHALF OF (COMPANY NAME):**.....  
(PRINT NAME)

**SIGNATURE:**..... **DATE:**.....

**IN HIS/HER CAPACITY AS:**.....

**SIGNED ON BEHALF OF (COMPANY NAME):**.....  
(PRINT NAME)

**SIGNATURE:**..... **DATE:**.....

**G. CONSORTIUM**

If a bidder is a consortium, a certified copy of the resolution/agreement passed/reached signed by the duly authorised representatives of concerned enterprises, authorising the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the consortium must be submitted with this bid, before the closing time and date of the bid.

**AUTHORITY TO SIGN ON BEHALF OF THE CONSORTIUM**

By resolution/agreement passed/reached by the consortium on.....20...

Mr/Mrs/Miss.....

(whose signature appears below) have been duly authorised to sign all documents in connection with this bid on behalf of:

(Name of Consortium).....

**IN HIS/HER CAPACITY AS:**.....

**SIGNATURE:**..... **DATE:**.....  
(PRINT NAME)

## SECTION K

### DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

(To be completed by Bidder.)

- 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	<p>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?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p><b>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		

4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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 five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

#### CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME).....**

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

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

.....

**Signature**

.....

**Date**

.....

**Position**

.....

**Name of Bidder**



**SECTION L**  
**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> 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).<sup>2</sup> 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:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> 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.

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)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

(a) has been requested to submit a bid in response to this bid invitation;

- (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
- 6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
- 7. 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.
- 8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious

will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

**<sup>3</sup> 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.**

## **ANNEXURE B**

### **SPECIAL CONDITIONS OF CONTRACT**

### **GENERAL CONDITIONS OF CONTRACT**

#### **1. Definitions**

1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the

contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

## **2. Application**

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

## **3. General**

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)

#### **4. Standards**

4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

#### **5. Use of contract documents and information; inspection.**

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5. except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

#### **6. Patent rights**

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.



## **7. Performance security**

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or (b) a cashier's or certified cheque.

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

## **8. Inspections, tests and analyses**

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

## **9. Packing**

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

## **10. Delivery and documents**

10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10.2 Documents to be submitted by the supplier are specified in SCC.

## **11. Insurance**

11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

## **12. Transportation**

12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

## **13. Incidental services**

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;

- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;

- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

## **14. Spare parts**

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

## **15. Warranty**

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

## **16. Payment**

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

## **17. Prices**

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

## **18. Contract amendments**

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

## **19. Assignment**

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

## **20. Subcontracts**

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

## **21. Delays in the supplier's performance**

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

## **22. Penalties**

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

### **23. Termination for default**

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC

Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

#### **24. Anti-dumping and countervailing duties and rights**

24.1 When, after the date of bid, provisional payments are required, or antidumping or Countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him



## **25. Force Majeure**

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

## **26. Termination for insolvency**

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

## **27. Settlement of Disputes**

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier.

## **28. Limitation of liability**

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## **29. Governing language**

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

## **30. Applicable law**

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

## **31. Notices**

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to

the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

### **32. Taxes and duties**

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

### **33. National Industrial Participation (NIP) Programme**

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

### **34 Prohibition of Restrictive practices**

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are/or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.



**RE: ETHEKWINI: ESPLANADE GOVERNMENT BUILDING: PRELIMINARY PROJECT SCOPE FOR THE COMPLETE RENOVATION AND UPGRADE OF THE MULTI-STOREY BUILDING INCLUDING THE PROVISION OF A NEW PARKADE**

**1.0 INTRODUCTION**

- 1.1 The Esplanade Government Building (EGB) on Margaret Mncadi Avenue is a state-owned building that was previously occupied by several state departments. It has been vacant for many years and is now in a state of disrepair. It is seen as a valuable government asset that has great potential to alleviate government reliance on hired buildings in Durban.
- 1.2 The Department of Public Works intends to enter into a Partnership arrangement to renovate the existing Esplanade Government Building to re-instate its use as offices for government departments and parastatals.
- 1.3 It further intends demolishing 3 single storey buildings on the adjacent site to construct a new multi-storey parkade.
- 1.4 The envisaged procurement vehicle through which this is delivered is to be a Design, Build, Fund and Operate Agreement.
- 1.5 The envisaged model requires the awarded bidder to undertake the design and construction of the building within an agreed timeframe to an acceptable standard and thereafter operate the building for 20 years on behalf of the Department.

- 2.0 BUILDING BACKGROUND**
- 2.1 The existing site comprises 2 sections, the main multi-storey EGB and a series of 3 single storey buildings adjacent to the EGB known as the Annex. The buildings are set out over 5 land parcels, EGB occupying 2 erfs and the Annex Buildings the rest. The sites are bounded by 3 streets: Margaret Mncadi Avenue (previously Victoria Embankment), Cato Street and Stalwart Simelane Street (previously Stanger Street)
- 2.2 Plans for EGB are dated 1961 and it can therefore be assumed that the building is not more than 55 years old. The building has 9 storeys comprising a Lower Ground/ Basement, Upper Ground and 7 typical storeys. The total rentable floor area is approximately 14226m<sup>2</sup> including parking, circulation and service cores.
- 2.3 The EGB building was designed using principles of Modernist architecture favoured in that period and constructed using a column, beam and slab structure with perimeter brickwork. The building is arranged around an atrium ensuring that all offices have access to natural light and ventilation. The lower ground storey was mainly used as parking while the upper ground floor was used as a public interface area. The rest of the floors were used as offices.
- 2.4 High quality materials like granite, brass and large areas of terrazzo, widely available at the time have been used.
- 2.5 The main facades are modulated using facebrick and cast terrazzo louvres, while the rear elevations are largely plastered and painted brickwork with some clay grill blocks.
- 2.6 Infill walls are constructed using both drywalls and brickwork. The soffits to the offices are mainly plastered and painted. There are however, suspended ceilings in the passages and selected areas. The air-conditioning ducts are housed in these passage ceilings diffusing horizontally into the offices.
- 2.7 Flooring to the offices are carpet tiles while terrazzo has been used in the common areas and lift lobbies. The stair treads and risers are constructed using terrazzo slabs.
- 2.8 Steel windows and timber doors have been used throughout, with terrazzo internal window sills. The main entrance doors are brass.
- 2.9 Asbestos sheet roofs with timber trusses cover most of the roof slab, the balance of which is waterproofed using a bituminous torch-on system. The roof houses the air-conditioning chillers, lift motor rooms, water tanks and other services.
- 2.10 There are 5 lifts and 2 staircases servicing the building.
- 2.11 The Annex comprises 3 simple single-storey shed-type buildings approximately 300m<sup>2</sup> each. There are no plans for these buildings available to this department. It is envisaged that these buildings would be demolished to make way for a multi-storey parkade linked to the main EGB building.
- 2.12 The buildings were previously occupied by various government departments but had run into disrepair. The buildings were condemned by the municipality in 2013. They have since been lying vacant, protected by 24 hour private security.
- 2.13 It appears that the buildings lost favour with departments due to the lack of adequate on-site parking.

### **3.0 PROJECT OBJECTIVES**

- 3.1 It is envisaged that EGB is made functional by a **complete renovation and upgrade** with the addition of a **new parkade**, adding value to the government portfolio and reducing reliance on hired property.
- 3.2 The project must be funded by the developer who will recoup the investment from the Department over the stipulated operation period of 20 years and be based on market-related rental paid by the state in the Durban CBD.
- 3.3 The bidder is expected to provide a Facilities Management service on the building for the period and is expected to include daily maintenance, servicing of equipment and daily operations of the building etc.
- 3.4 The refurbishment must be to a modern standard having a high level of finishing bringing the building to an **A-Grade** level. The refurbished building must employ sophisticated technology and systems that would attract government or parastatal tenants.
- 3.5 The successful bidder will maximise the **useable area** of the building which should not be less than currently available in the building.
- 3.6 The successful bidder will maximise the number of parking bays provided in the EGB basement and the new parkade (minimum 340).
- 3.7 The bidder would be required to undertake tenant installation and reconfiguration periodically within the operation period whenever new tenants occupy the building. These government department leases are typically 3 to five years.
- 3.8 The building must achieve a minimum 4-Star rating from the Green Building Council of South Africa (GBCSA).
- 3.9 The developer is to ensure compliance with all current statutory requirements including but not limited to:
  - National Building Regulations and Standards Act 103 of 1977
  - SANS 10400
  - Space Planning Norms and Standards for Office Accommodation used by Organs of State 2005
  - GIAMA
  - Municipal by-laws
  - Occupational Health and Safety Act, 1993
  - Asbestos Regulations, 2001

#### **4.0 PROJECT ORGANISATION**

- 4.1 The procurement model is envisaged to be a progressive design and build engagement that would be evaluated against pre-determined criteria. Proposals will be evaluated progressively between the various stages of design development, from broad concept proposal to detail design. A pre-determined minimum level of information will be required to be submitted at each of these milestones.
- 4.2 This draft scope of work has been reviewed by the Department and reflects a plan of approach based on the known Project Objectives. One factor determining the selection of a successful bidder is the ability of that bidder to analyse the project goals, evaluate the work elements, and formulate a work plan. This process may produce new approaches or modification to the project work elements. All bidders should therefore be aware that the Final Scope of Work for the project will be produced with input from the selected bidder.

#### **5.0 SCOPE OF SERVICES AND PROGRAMME**

- 5.1 The bidder is expected to produce designs, details, specifications and cost estimates for all aspects and services of the construction and operation, for comment, recommendations and input from the employer which must be incorporated before finalising the design.
- 5.2 The bidder shall provide the initial tenant installation and shall allow a provision of R1,500.00 / Sq.m for the following:-
- Partitioning and doors
  - Ceilings
  - Light Fittings and Electrical installation (power skirting including plug points and communication and data ways)
  - Floor Finishes
- 5.3 The bidder's proposal must include a detailed programme outlining all key milestones, covering design, construction and operation.
- 5.4 The successful bidder is required to implement the proposal within the agreed construction timeframes.
- 5.5 The bidder is required to provide a detailed post-construction facilities management proposal which would include projected financial models with detailed breakdowns.

## 6.0 SCOPE OF WORK

6.1 The Scope of Work and level of finishes will be guided by the Space Planning Norms for Offices for Organs of State (2005) which outline 8 Principles that must be followed in the planning, procurement and management of office space:

- **Fit:** Care must be taken to ensure that there is a good 'fit' between the organisation, its functions and the office accommodation. Organisations have many characteristics such as size, structure, culture, work patterns, change and internal and external relationships that must be matched with physical aspects of accommodation including size, layout, servicing and location.
- **Standards of Fittings and Finishes:** Government office space must represent effective and efficient use of government resources. Standards must therefore be reasonable and supportive of productive work, but not ostentatious or wasteful. Finishes and fittings must not be luxurious and must be durable and easily maintainable (except for prestige properties and prestige areas of buildings, which may require fittings of a higher standard).
- **Flexibility and Adaptability:** Office buildings must be able to accommodate change easily and inexpensively. This consideration must be reflected in structural design, emergency egress, circulation and services strategies, office layout design and in the selection of furniture. New buildings are to be designed on a column and slab principle so that all walls, except those supporting lift shafts and stairs, can be removed without impeding the structural integrity of the structure.
- **Environmental Quality:** Space must provide good levels of occupant comfort and health. This includes good day lighting (30% of lighting levels to be provided by natural light); external views; low energy consumption (20% of energy to be provided by renewable sources); low water usage (all sanitary fittings to be water efficient units); acceptable indoor air quality and reasonable thermal (18 - 22° C) and acoustic conditions. In achieving these conditions users should be provided with appropriate means to control their local environment and an over-reliance on mechanical systems should be avoided.
- **Lifecycle costs:** The operational costs of maintaining space, such as maintenance, cleaning and energy costs must be carefully considered and where appropriate, minimised.
- **Inclusion:** All offices used by government must be inclusive. This requires office layouts, procurement and management processes to comply with environmental standards that enable a wide diversity of people to visit and work in the building comfortably including old people, parents and children and people with disabilities.
- **Health and Safety:** Accommodation used by government must be fully compliant with the Occupational Health and Safety Act and all current building regulations. Consideration must also be made of the likely future legislative trends, such as increasingly stringent access for people living with disabilities and water and energy consumption standards.
- **Service Delivery:** Where an office building has a component which is open to the general public, care must be taken to ensure that appropriate environmental and service standards are maintained. Guidance provided in the Batho Pele policy must be followed.

6.2 It is important that the building should be made as attractive as possible in order to re-attract government and parastatal tenants. It should be finished to a modern standard with adequate on-site parking. The building must be finished to **A-Grade**, which South African Property Owners Association (SAPOA) describes as:

- **A-grade:** These buildings are not older than 15 years and these buildings have had major renovations. They feature high quality modern finishes, air conditioning, adequate on-site parking, with market rentals near the top of the range in the metropolitan areas where they are located. (The following should also be taken into account in determining whether the building is A-grade or not: consider whether the building has a good quality lobby finish, quality access to/from an attractive street environment and other similar factors, such as safety and security).



- 6.3 The building is expected to be occupied by multiple tenants that would be limited to government departments and parastatals and related tenancies. The potential to have 2 tenants per floor is to be considered. Flexibility of design and services is therefore a key consideration in assessing proposals.
- 6.4 The building when built, was built to a high standard using expensive materials at the time, some of which have limited availability today. It therefore, has architectural significance and many of the mentioned specialist elements would require careful restoration by expert practitioners.

## **7.0 DESIGN CONSIDERATIONS**

### **7.1 ESPLANADE GOVERNMENT BUILDING**

- 7.1.1 The building appears to be structurally sound and very little structural repair is required. The developer must however, conduct a thorough structural assessment and ensure that all aspects of building are certified by a structural engineer.
- 7.1.2 All existing drywall partitions, internal office doors and carpets would require demolition. New floor finishes are to be provided.
- 7.1.3 The position of corridor walls are unlikely to change and being constructed in brickwork would be largely retained. It is envisaged that 15% percentage of these would be demolished and reinstated in the reconfiguration.
- 7.1.4 The existing steel windows require replacement with high quality aluminium in compliance with all regulations. A method-statement from the successful bidder for the retaining of the terrazzo window sills will have to be approved.
- 7.1.5 The existing ceilings occur mainly in the corridors and would require gutting due to their condition. New green-star rated ceilings and finishes must be provided.
- 7.1.6 The toilets will require new tiling, sanitary ware, taps, drainage and water supply. Similarly kitchens would require new tiling, sinks, taps, drainage, water supply and new cupboards.
- 7.1.7 Services to the development must be assessed to be adequate for the building usage. This includes water, electricity, sewer and storm-water. These services must be independently supplied and metered, and separated from the adjacent State Vets Building.
- 7.1.8 The existing electrical system will require gutting and a new energy-saving electrical system including emergency lighting and back-up generators are to be installed. New access control, CCTV and PA system must be included.
- 7.1.9 The old lifts must be removed and 5 new energy efficient lifts within the existing lift cores must be installed.
- 7.1.10 The air-conditioning system must be completely overhauled, including chillers, plant and ducting. The new system would require to be compliant with the new SANS regulations in terms of energy efficiency and fresh air supply.
- 7.1.11 The fire protection system, including hydrants, hose reels, extinguishers, detection and sprinklers are to be replaced. The building must be made fully compliant with the provisions of SANS 10400 Part T. A rational fire design of the development must be conducted by a fire engineer and approved by the local Fire Chief.
- 7.1.12 Likewise, an overhaul of the plumbing, storm water and drainage systems are required. The domestic and fire water storage tanks are to be replaced.
- 7.1.13 Asbestos products on the roof would have to be removed by specialists in compliance with Department of Labour Asbestos Regulations.
- 7.1.14 Buildings are to be fully accessible to disabled persons, and provision of toilets parking, access ramps and refuge areas are to be incorporated.

## **7.2 PARKING**

- 7.2.1 The building is under-provided for in terms of parking. The lower ground floor has approximately 40 parking bays and there are a few bays on the street.
- 7.2.2 The municipal requirements for on-site parking for offices is 5 bays per 100m<sup>2</sup>. The site however, falls within a zone of the city that is exempt from this requirement. The municipality's requirement must therefore be used as a guideline to calculate estimated parking requirements for EGB. The bidder must however comply with municipal requirement in terms of parking.
- 7.2.3 It is envisaged that the existing Annex Buildings are to be demolished to make way for a new multi-storey parking garage. This parkade would be accessed from Cato Street and if made to rise 10 storeys to match EGB (including rooftop parking), easy access directly to each matching floor of EGB could be achieved.
- 7.2.4 The successful bidder is to provide a minimum of 340 parking bays including the existing basement in EGB.
- 7.2.5 The intention is to match the heights of the 2 buildings, ensuring a harmonious architecture. Additional floors could be added to increase capacity if required.
- 7.2.6 The bidders proposal should include a façade treatment to the parkade that would architecturally complement the elevation of EGB.
- 7.2.7 Provisions must be made for access control, CCTV, a parking management system, a sprinkler system and adequate lifts in the parkade.

## **7.3 SUSTAINABILITY**

- 7.3.1 Environmentally sustainable interventions must be included in the refurbishment. The building is to achieve a minimum of a 4 Star GBCSA rating.
- 7.3.2 The new lifts are expected to provide for energy regeneration - heat and kinetic energy generated from the operation of the lifts would be diverted into the building systems.
- 7.3.3 Opportunities for harvesting solar energy in the form of PV panels to the existing roof and the rooftop carports of the parkade must be included.
- 7.3.4 Water harvesting opportunities of the existing and increased roof areas must be explored.
- 7.3.5 Similarly the use of low energy consuming appliances and LED lighting will be required, to reduce not only the energy consumption, but also the running costs of the building.
- 7.3.6 The opportunity of greening of these existing and new facades, must be fully explored, including the greening of the atrium to add to client and user comfort. On the facades, these would contribute to keeping the building cool and internally provide oxygen for improved user well-being.
- 7.3.7 The use of sustainable materials including using paints and finishes containing low harmful volatile organic compounds must be considered.

## CONDITION ASSESSMENT

B

**RE: ETHEKWINI: ESPLANADE GOVERNMENT BUILDING: FEASIBILITY ASSESSMENT  
FOR THE COMPLETE RENOVATION AND UPGRADE OF THE MULTI-STOREY  
BUILDING INCLUDING THE PROVISION OF A NEW PARKADE**

**1. ABSTRACT**

- 1.1 Professional Services at the Department of Public Works (DOPW) - eThekweni Region were requested on 20<sup>th</sup> May 2016, by the Office of the Head of Department to investigate the feasibility of renovating the Esplanade Government Building (EGB) on Margaret Mncadi Avenue and provide an order of magnitude cost estimate for re-instating its use as offices for government departments and parastatals.

**2. BACKGROUND**

- 2.1 The site comprises 2 sections, the main multi-storey EGB and a series of 3 single storey buildings adjacent to the EGB known as the Annex. The buildings are set out over 5 land parcels, EGB occupying 2 erfes and the Annex Buildings the rest. The sites are bounded by 3 streets: Margaret Mncadi Avenue (previously Victoria Embankment), Otto Street and Statwart Simelane Street (previously Stanger Street)
- 2.2 Plans for EGB are dated 1981 and it can therefore be assumed that the building is not more than 35 years old. The building has 8 storeys comprising a Lower Ground/ Basement, Upper Ground and 7 typical storeys. The total floor area is approximately 15 200m<sup>2</sup>.
- 2.3 The Annex comprises 3 simple single-storey shed-type buildings approximately 300m<sup>2</sup> each. There are no plans for these buildings available to this department.
- 2.4 The main building (EGB) and annex were previously occupied by various government departments but had run into disrepair. The buildings were condemned by the municipality in 2013 as per the notice posted at the entrances. They have since been lying vacant, protected by 24 hour private security. It appears that the buildings lost favour with departments due to their deteriorating condition and the lack of adequate on-site parking.

#### 4. METHODOLOGY

- 4.1 Having inspected the general condition of the building, the team agreed on general principles for the preparation of the estimate.
- 4.2 Being very preliminary in nature, the estimate takes the form of an order-of-magnitude estimate. This would assist in any decision to be taken with regard to the feasibility of revamping the building. Once this decision has been made, a full team of consultants would require being appointed, who would then provide a detailed estimate taking all details into account.
- 4.3 The position taken when compiling this report is that the new level of finishes would be A-Grade. "A Grade offices are generally in high demand and fall within the highest rental brackets. A Grade commercial property is generally not older than fifteen years or has undergone a major renovation, features high quality modern finishes, air conditioning and adequate on-site parking." (<https://www.sunilproperty.co.za/home/office-space-grading/>)
- 4.4 Due to the size of the building, it is most likely to be occupied by multiple tenants. Being owned by government, it is more likely that these tenants would be different government departments or parastatals rather than external companies. However this possibility hasn't been discounted.
- 4.5 Without knowing the actual final requirements of any potential tenant, assumptions have been made with regards to accommodation needs and levels of finishes required (Annexure C). The potential to have 2 tenants per floor has been considered.
- 4.6 The building has architectural merit and many of the mentioned specialist elements would require careful restoration by expert practitioners.
- 4.7 It is envisaged that DOPW Property Management: Facilities Management would take over the facilities management of the facility on completion of the project. Because the building would have multiple tenants, the custodian department would pay the utilities and split the costs with all occupants on a pro-rata basis depending on the size of the area occupied by each client. Depending on the nature of the client, governmental or external, market-related rentals could be charged to recover capital expenditure.

#### 5. CONSIDERATIONS

##### 5.1 ESPLANADE GOVERNMENT BUILDING

- 5.1.1 The structural integrity of the building was found to be sound and very little structural repair is required.
- 5.1.2 All drywall partitions, doors generally and carpets would require gutting and replacing with new because of their poor condition. Reconfiguration of the offices for the new tenant would also entail this.
- 5.1.3 The position of corridor walls are unlikely to change and being constructed in brickwork would be largely retained. Consideration has been taken that some percentage of these would be demolished and reinstated in a reconfiguration.

- 5.1.4 The existing steel windows have been earmarked for removal and re-installment with new aluminium. Besides their condition warranting this, old steel windows would not be in keeping with the proposed new A-grade offices. However, the replacement of windows would be costly due to their being built into the walls and may require scaffold access from the outside. The window cills are terrazzo slabs and an assessment would have to be made at the time of construction whether these could be removed and neatly re-installed.
- 5.1.5 The existing ceilings occur mainly in the corridors and would require gutting due to their condition. Considering this is an alteration requiring post-fixing of services, new ceilings have been allowed for across the entire office floors.
- 5.1.6 The toilets are dated and allowance has been made for new tiling, sanitary ware, taps, drainage and water supply. Similarly kitchens would require new tiling, sinks, taps, drainage, water supply and new cupboards.
- 5.1.7 Allowance has been made for gutting existing and re-installing a new energy-saving electrical system including emergency lighting and back-up generators. New access control, CCTV and PA system has been included.
- 5.1.8 Provision has been made for removing and installing 5 new energy efficient lifts within the existing lift cores, because the current lifts are outdated.
- 5.1.9 The air-conditioning system is defunct and will require a complete overhaul, including chillers, plant and ducting. The new system would require to be compliant with the new SANS regulations in terms of energy efficiency and fresh air supply.
- 5.1.10 Provision has been made for the replacement of the fire protection system, including hydrants, hose reels, extinguishers, detection and sprinklers.
- 5.1.11 Likewise, an overhaul of the plumbing, storm water and drainage systems are required and have been included in the estimate. Allowance has also been made for replacing of the domestic and fire water storage tanks.

## 5.2 PARKADE

- 5.2.1 One of the major problems with the EGB, on the one hand, is the lack of adequate and secure on-site parking. The lower ground floor has approximately 40 parking bays and there are a few bays on the street. This is grossly inadequate for the size of the building.
- 5.2.2 The municipal requirements for on-site parking for offices is 5 bays per 100m<sup>2</sup>. The site however, falls within a zone of the city that is exempt from this requirement. The municipality's requirement can therefore be used only as a guideline to calculate estimated parking requirements for EGB.
- 5.2.3 The estimated actual floor area dedicated as offices is calculated to be 900m<sup>2</sup> per storey (8 storeys) excluding the lower ground storey which is already parking. Therefore total office area provided, for the purpose of this parking calculation is 7200m<sup>2</sup> and the number of parking bays needed would be approximately 360 bays.
- 5.2.4 On the other hand the Annex site is under-developed. The buildings, as mentioned are low-density single storey structures, have a low replacement cost and could be easily demolished.
- 5.2.5 The proposal, then is to demolish the existing Annex Buildings to make way for a new multi-storey parking garage (Annexure D). This parkade would be accessed from Ceto Street and if made to rise 10 storeys to match EGB (including rooftop parking), easy access directly to each matching floor of EGB could be achieved (Annexure E).
- 5.2.6 The total number of bays that could be provided in this parkade is estimated to be approximately 300. Counting the 40 bays in the existing basement, a total of approximately 340 bays would be achieved. While this is slightly lower than the municipal guideline being used, it would go a long way in alleviating the parking problem at EGB and making it more user-friendly.
- 5.2.7 While the intention is to match the heights of the 2 buildings, ensuring a harmonious architecture, additional floors could be added to increase capacity if required. Allowance has been made for an aluminium louvered facade treatment to the parkade that would further architecturally complement the elevation of EGB.
- 5.2.8 Provisions have been made for access control, CCTV, a parking management system and a sprinkler system in the parkade.



### 5.3 EXTERNAL WORKS

5.3.1 The sites combined would thus be developed to almost 100% coverage and the small areas of remaining land would be paved and landscaped. Allowance has been made to upgrade the pavement area in order to complement the new and newly renovated buildings.

5.3.2 The general area around the site has over the years fallen into poor a state of disrepair. This project, if it goes ahead, would represent a major cash injection into the area and could prove a catalyst to reverse the urban decay that has set into what was once a prime part of the city. The municipality could therefore be engaged for this project to form part of an intergovernmental strategy for urban rejuvenation.

### 6. EXCLUSIONS

6.1 Tenant specific requirements.

6.2 Loose furniture and fittings.

6.3 Facilities management programme.

6.4 Property rezoning, consolidation and bulk infrastructure upgrades as may be required.

### 7. CONCLUSION

7.1 The Esplanade Government Building is a valuable government asset in a poor state of disrepair. Numerous state departments regularly lease office space in the CBD from commercial landlords, at great cost to the state. Currently the space utilised by Client Departments on hired Buildings within the Durban CBD is 19 798.00 m<sup>2</sup>. The Client Departments currently leasing the space are as follows:

7.1.1	Arts and Culture	=	4 154 m <sup>2</sup>
7.1.2	Agriculture	=	1 253 m <sup>2</sup>
7.1.3	Community and Safety	=	242 m <sup>2</sup>
7.1.4	Economic Development	=	1 527 m <sup>2</sup>
7.1.5	Human Settlement	=	10 828 m <sup>2</sup>
7.1.6	Health	=	347 m <sup>2</sup>
7.1.7	Premier's Office	=	1 051 m <sup>2</sup>
7.1.8	Social Development	=	396 m <sup>2</sup>

7.2 In the 2015/2016 financial year R 66 480 336.00 was spent on hired buildings for the Ethekwini and iLembe Districts of which 60% of the budget was for the Ethekwini District alone.

7.3 If EGB is made functional by a complete renovation and upgrade with the addition of a parking, it will add value to government, and reduce reliance on hired property.

C

## PHOTOS AND SKETCH PLANS

**VIEW FROM MARGARET MNCADI AVENUE**

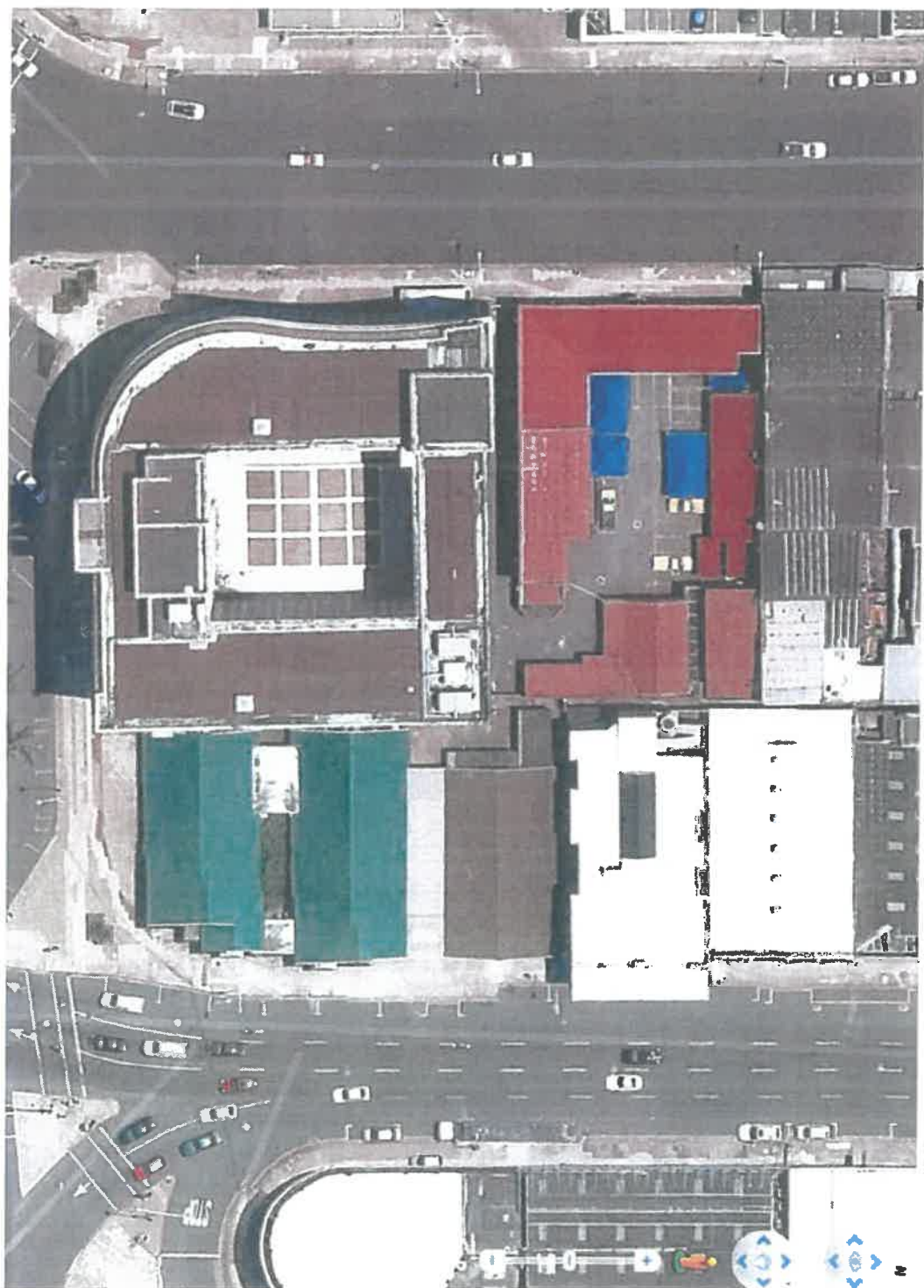


## VIEW FROM CATO STREET





**AERIAL VIEW**



# PHOTOS OF ESPLANADE GOVERNMENT BUILDING

**Photo Frame 01:**



**Entrance from Margaret Mncwadi**



**South side of the EGB building**

**Photo Frame 03:**



**Some repairs have been carried out to the windows on the south side and the area has been barricaded off**

**Photo Frame 04:**



**Area adjacent to the south side has been barricaded off**

**Photo Frame 05:**



**Area adjacent to the south side has been barricaded off**

**Photo Frame 06:**



**Spalling concrete and corroding reinforcement**

**Photo Frame 07:**



Spalling concrete on the "fins" and face of the building

**Photo Frame 08:**



Corrosion under the cill below the windows

**Photo Frame 09:**



Corroding reinforcement

**Photo Frame 10:**



South Elevation

**Photo Frame 11:**



West Elevation

**Photo Frame 12:**



Note: West entrance is for the public  
(South entrance is for staff and clients)



**Photo Frame 13:**



This lane from Stalwart Simelane Street (ex. Stanger Street) to the Vets building must be closed off because of risk of falling brickwork

**Photo Frame 16:**



**North-west elevation facing Agriculture Vets Building**

**Photo Frame 14:**



An alternative temporary narrow entrance may be possible from Cato Street on the left

**Photo Frame 17:**



Some concrete is spalling at the corner. Paintwork has flaked off in places.

**Photo Frame 15:**



This wall could be removed to create a narrow access

**Photo Frame 18:**



Some concrete/plaster has spalled just above the windows



**Photo Frame 19:**



Some low down spalling

**Photo Frame 20:**



Fairly low down spalling

**Photo Frame 21:**



Some paintwork has flaked off

**Photo Frame 22:**



Some spalling is taking place to beam soffits due to corrosion of reinforcing

**Photo Frame 23:**



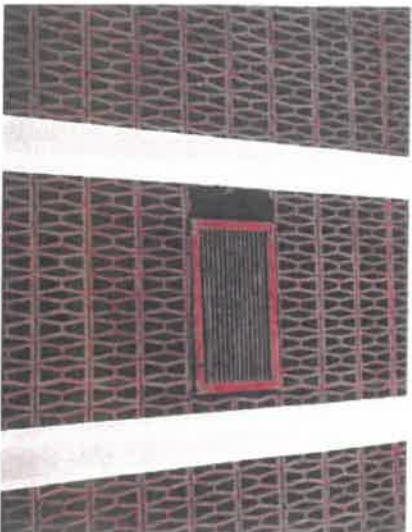
Some spalled concrete and masonry is lying on the road in the narrow passage. It is not known how long this has been lying here.

**Photo Frame 24:**



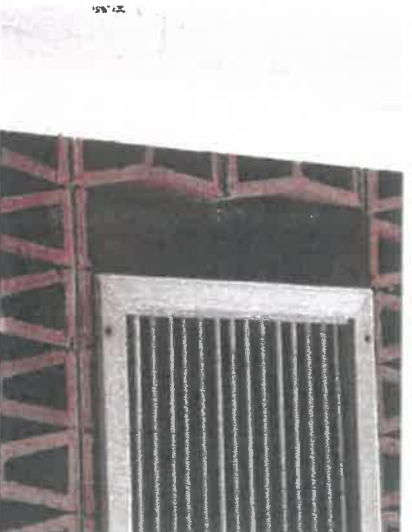
Some loose block work around the aircon filters

**Photo Frame 25:**



**Some loose block work**

**Photo Frame 26:**



**Missing block work**

**Photo Frame 28:**



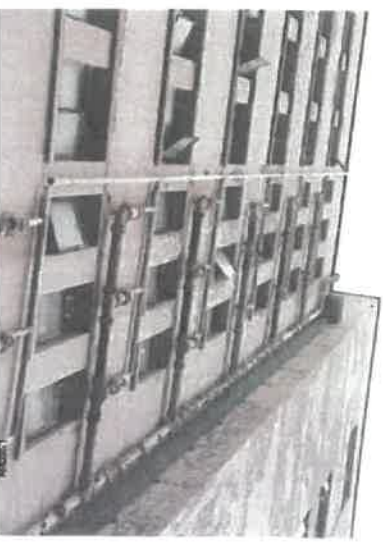
**Some spalled concrete and masonry (as in Photo 11)**

**Photo Frame 29:**



**Narrow lane to Stalwart Simelane**

**Photo Frame 27:**



**Typical elevation**

**Photo Frame 30:**



**Windows at the stairs**

**Photo Frame 31:**



**Some broken windows**

**Photo Frame 32:**



**Face brick panel at the very top left is in danger of falling off**

**Photo Frame 33:**



**Dripping water from blocked outlet on the roof. This carries on dripping long after the rain has stopped.**

**Photo Frame 34:**



**An alternative access may be possible here from Cato Street.**

**Photo Frame 35:**



**Looking in from Cato Street**

**Photo Frame 36:**



**Looking in from Cato Street. Some limited parking is possible here.**



**Photo Frame 37:**



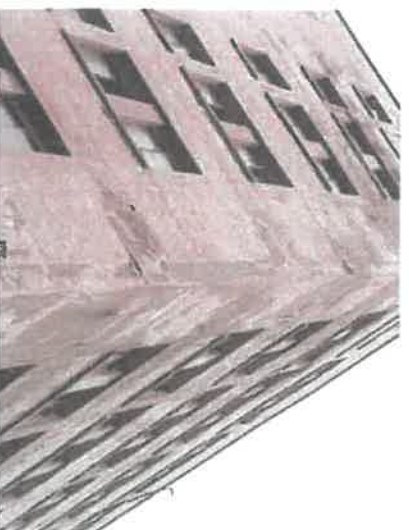
**East Elevation (facing Cato Street)**

**Photo Frame 40:**



**Atrium level. The "Indian Affairs" public service counters were at this level.**

**Photo Frame 38:**



**Some spalled concrete is at a point a few floors up. See also Photo 5.**

**Photo Frame 41:**



**An opening for an air-conditioning unit**

**Photo Frame 39:**



**General photo only: The security guard referred to a leak here for which a cause hasn't been found.**

**Photo Frame 42:**



**The condition of the window frames differ markedly in different parts of the building**

**Photo Frame 43:**



The hinges generally appear to be sound, however, not all were inspected

**Photo Frame 46:**



The hinges appear to be sound, however, some windows are very stiff to open and may break if forced

**Photo Frame 44:**



Some windows have safety loops for window cleaners

**Photo Frame 47:**



The condition of the window frames differ markedly in different parts of the building

**Photo Frame 45:**



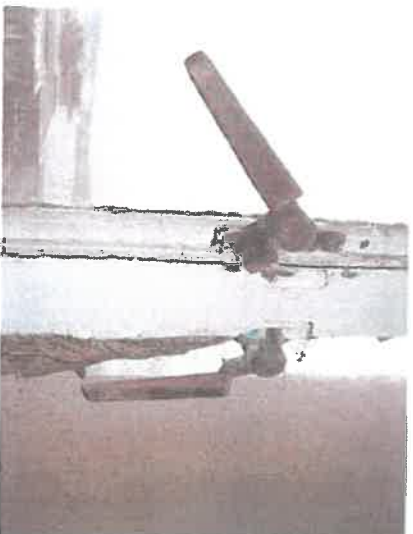
Some window frames are in a poor condition

**Photo Frame 48:**



The condition of the window frames differ markedly in different parts of the building

**Photo Frame 49:**



No broken window handles were noticed

**Photo Frame 50:**



The building needs to be cleaned out for health and risk of fire reasons

**Photo Frame 51:**



Bird feathers on the floors

**Photo Frame 52:**



Some offices have lots of rubbish piled up in them which should be removed

**Photo Frame 53:**



Material left behind in the offices

**Photo Frame 54:**



The tree growing near the atrium roof should be cut down



**Photo Frame 55:**



Some window frames at the south (harbour side) appear to be in a good condition. Some have putty inside, others a screwed beading.

**Photo Frame 58:**



On the west side there is a missing window pane

**Photo Frame 56:**



Note spalled mortar and concrete sitting on the window cill

**Photo Frame 59:**



The cill has cracked due to corrosion

**Photo Frame 57:**



Some spalled concrete can be seen behind the window. This could perhaps be accessed from the window if it is operable.

**Photo Frame 60:**



Looking through the window on the left to the inaccessible corner near where the brickwork is separating from the structure

**Photo Frame 61:**



This is the corner near where the brickwork problem is

**Photo Frame 62:**



The corner is inaccessible from the roof

**Photo Frame 63:**



Similar corner to where the problem is. (See Photos 52 – 54.

**Photo Frame 64:**



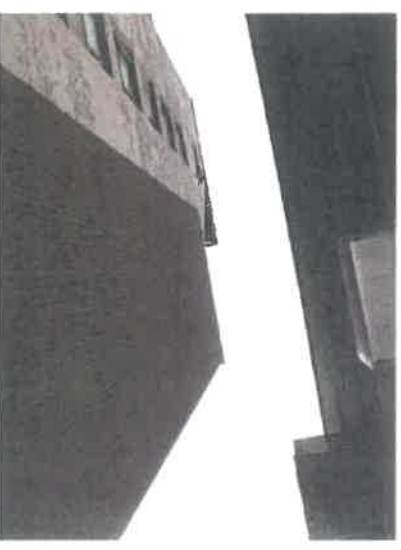
The brickwork facing is separating from the structure.

**Photo Frame 65:**



The brickwork has started to pull away

**Photo Frame 66:**



The top left of the darker brickwork panel is where the problem is (See Photos 52 and 53)



**Photo Frame 67:**



There is a blocked full-bore outlet here. Pounded water drains onto the road below long after the rain has stopped.

**Photo Frame 70:**



Some missing asbestos sheets

**Photo Frame 68:**



Cracked asbestos sheeting

**Photo Frame 71:**



Some spalling in the atrium area. Spalling concrete/masonry could damage the atrium roof windows (See Photos 28 and 42)

**Photo Frame 69:**



Door is missing to "lift shaft" up stand on the roof and the birds have taken over

**Photo Frame 72:**



Window mounted aircon unit on one of the floors

**Photo Frame 73:**



**Lift motor room to the lifts on the south side**

**Photo Frame 74:**



**Lift motor room**

**Photo Frame 75:**



**Water tank**

**Photo Frame 76:**



**Asbestos roof over concrete roof slab. . (See aerial view above)**

**Photo Frame 77:**



**Roof over the concourse area**

**Photo Frame 78:**



**Roof area is covered partly with asbestos.**

**Photo Frame 79:**



**View from the roof towards the harbour**

**Photo Frame 80:**



**View from the roof**

**Photo Frame 81:**



**Agriculture Vets building from Stalwart  
Simeiane Street**



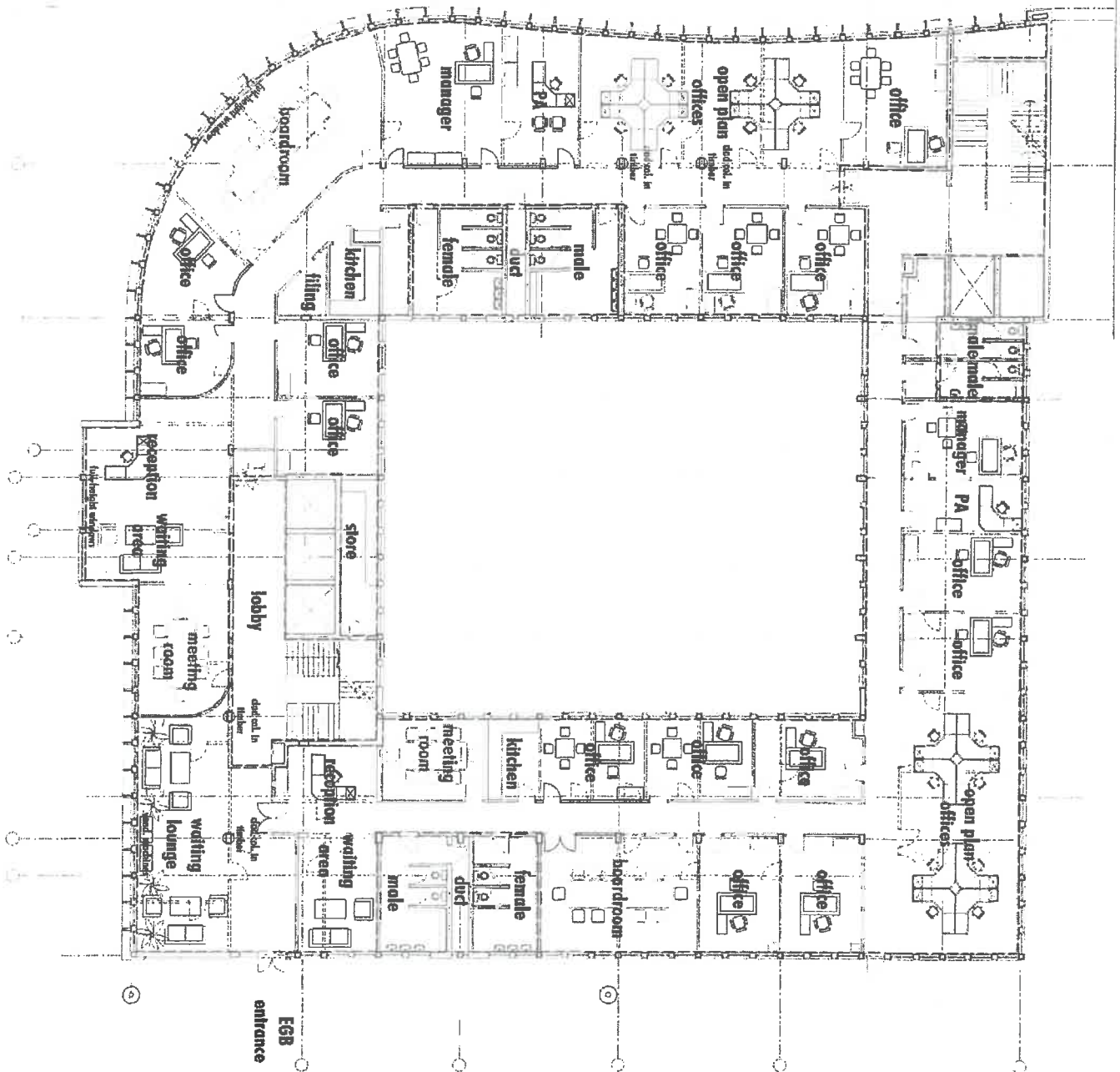


1. The first step is to identify the problem.



**Schematic Plan  
scale 1:200**

DATE 08-06-2016 SCALE 1:200  
DRAWING NO. REVISION



Typical Floor Plan  
scale 1:100

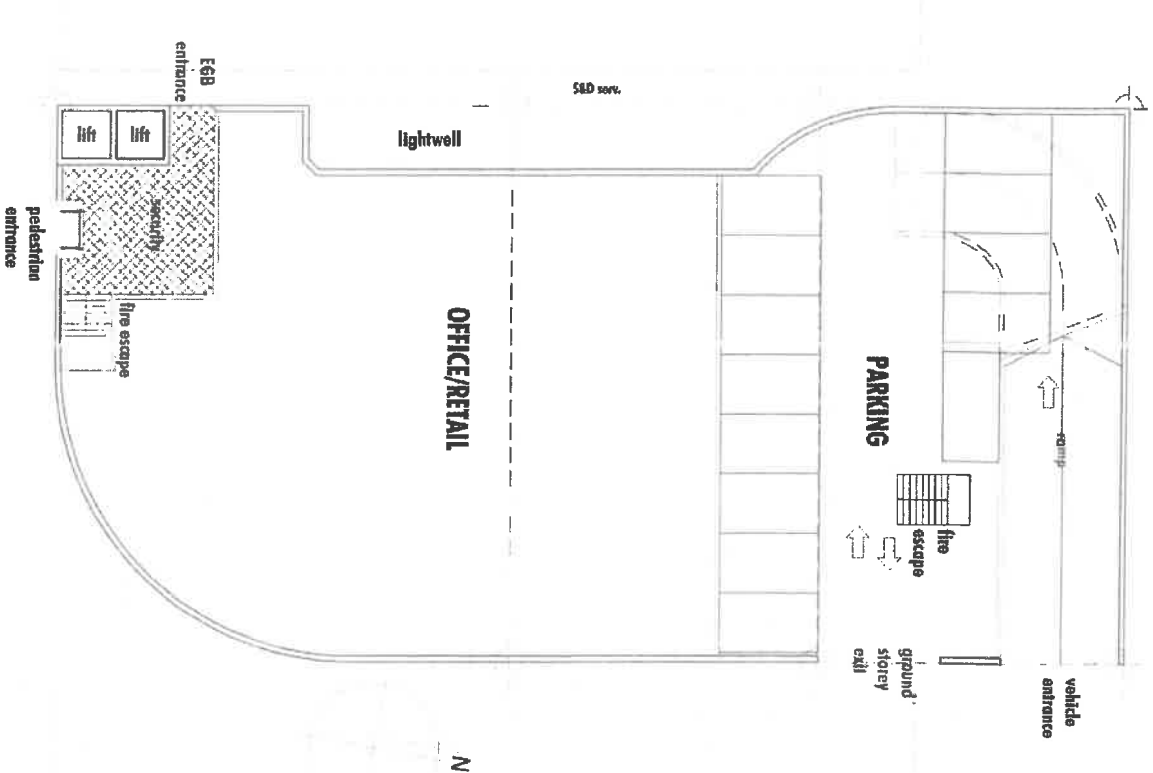
DATE: 01/01/2015

1/1

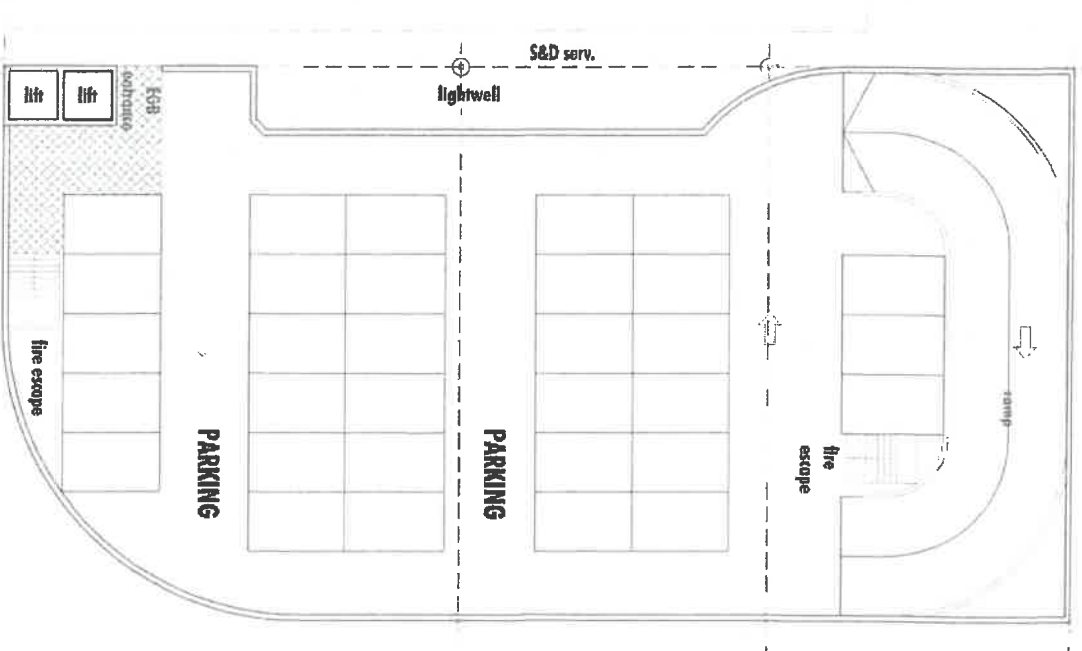
PROJECT	PROPOSED MULTI-STOREY PARKADE AT EGB BUILDING - MARGARET MARCH AVENUE DUBAI
CLIENT	EG8
DESIGNER	AL. JAWAD & ASSOCIATES
DATE	01/01/2015
SCALE	1:100
REVISION	

SCHEMATIC TYPICAL STOREY PLAN

DATE: 01/01/2015  
SCALE: 1:100  
REVISION:



**GROUND STOREY**  
1:125



**INTERMEDIATE STOREYS**  
1:125

Drawing	
DESCRIPTION	Scale
DATE	08-06-2016
DESIGNER	Scale
CLIENT	

PROPOSED MULTI-STOREY  
PARKADE AT ESB BUILDING  
MARGARET MARGARET  
DURBAN

SCHEMATIC GROUND  
STOREY PLAN AND  
INTERMEDIATE FLOORS

DATE: 08-06-2016  
SCALE: 1:125