



# KWAZULU-NATAL PROVINCE

## PUBLIC WORKS REPUBLIC OF SOUTH AFRICA

**WIMS NUMBER** : **076645**

**TENDER NO ZNTM** : **ZNTM01180W**

**DESCRIPTION OF SERVICE** : **THE APPOINTMENT OF MULTI-DISCIPLINARY PROFESSIONAL SERVICE PROVIDER FOR DEPARTMENT OF TRANSPORT AT RTI TRAINING COLLEGE: REPAIRS & RENOVATION TO LEAKING ROOFS & OTHER RELATED REPAIRS OF HERITAGE MAIN BUILDING & CHAPEL**

DEPARTMENT OF PUBLIC WORKS  
Private Bag X9153  
Pietermaritzburg  
3200

**PLEASE NOTE THAT THIS BID IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999, THE KWAZULU-NATAL SUPPLY CHAIN MANAGEMENT POLICY FRAMEWORK AND THE GENERAL CONDITIONS OF CONTRACT PRESCRIBED BY PROVINCIAL TREASURY.**

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**SECTION A****PART A****INVITATION TO BID**

**THE APPOINTMENT OF MULTI-DISCIPLINARY PROFESSIONAL SERVICE PROVIDER FOR DEPARTMENT OF TRANSPORT AT RTI TRAINING COLLEGE: REPAIRS & RENOVATION TO LEAKING ROOFS & OTHER RELATED REPAIRS OF HERITAGE MAIN BUILDING & CHAPEL**

**WIMS NUMBER: 076645****CLOSING DATE: 19 JUNE 2024****CLOSING TIME: 11H00AM****BID DOCUMENT AMOUNT: R330.00****COMPULSORY BRIEFING SESSION: YES****DATE: 28<sup>th</sup> TUESDAY, MAY 2024****TIME: 11H00AM****LOCATION: DEPART. OF TRANSPORT, RTI TRAINING COLLEGE, MAIN BOARDROOM, 206 BURGER STREET, PIETERMARITZBURG**

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**The successful bidder will be required to fill in and sign a written Contract Form**

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BID DOCUMENTS MAY BE POSTED TO  
KZN DEPARTMENT OF PUBLIC WORKS  
SOUTHERN REGIONAL OFFICE  
10 PRINCE ALFRED STREET EXTENSION  
PRIVATE BAG X 9153  
PIETERMARITZBURG  
3200

**Bidders should ensure that bids 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 8 hours a day, 5 days a week (normal office hours)

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

**THIS BID 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**

<p><b>THE FOLLOWING PARTICULARS MUST BE FURNISHED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)</b></p>
--

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER

CODE.....NUMBER.....

CELLPHONE NUMBER

FACSIMILE NUMBER

CODE .....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:**

Department : KZN - Department of Public Works  
Contact Person : Mr S.S Buthelezi or Miss N Zulu  
Tel : 033 -897 1300/ 1442/ 1414  
E-mail address : [sifiso.buthelezi@kznworks.gov.za](mailto:sifiso.buthelezi@kznworks.gov.za) / [n\\_elisiwe.zulu@kznworks.gov.za](mailto:n_elisiwe.zulu@kznworks.gov.za)

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

Contact Person : Mkuseli Madubela  
Tel : 033 897 1440 / 082 929 8413  
E-mail address : [mkuseli.madubela@kznworks.gov.za](mailto:mkuseli.madubela@kznworks.gov.za)

**SECTION A****PART B****SBD1****INVITATION TO QUOTATION**

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF PUBLIC WORKS**

<b>BID NUMBER:</b>	<b>ZNTM01180W</b>	<b>CLOSING DATE: 19 JUNE 2024</b>	<b>Closing time</b>	<b>11h00</b>
<b>DESCRIPTION</b>	<b>THE APPOINTMENT OF MULTI-DISCIPLINARY PROFESSIONAL SERVICE PROVIDER FOR DEPARTMENT OF TRANSPORT AT RTI TRAINING COLLEGE: REPAIRS &amp; RENOVATION TO LEAKING ROOFS &amp; OTHER RELATED REPAIRS OF HERITAGE MAIN BUILDING &amp; CHAPEL</b>			

**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7 when need arise).**

**SUPPLIER INFORMATION**

NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
	TCS PIN:		<b>AND</b> CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?				
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)		
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)		
	<input type="checkbox"/>	A REGISTERED AUDITOR		
		NAME:		

**[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]**

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES ANSWER PART B:3]
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			BELOW ]
SIGNATURE OF BIDDER	.....	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)	
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
DEPARTMENT/ PUBLIC ENTITY	Public Works	CONTACT PERSON	
CONTACT PERSON		TELEPHONE NUMBER	
TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS			

**SBD1****TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE <a href="http://WWW.SARS.GOV.ZA">WWW.SARS.GOV.ZA</a> .
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

**NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

**SIGNATURE OF BIDDER: .....**

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

**(Proof of authority must be submitted e.g. company resolution)**

**DATE: .....**

**SECTION B****SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF FORMS**

PLEASE NOTE THAT THIS QUOTATION IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999, THE KWAZULU-NATAL SUPPLY CHAIN MANAGEMENT POLICY FRAMEWORK AND THE GENERAL CONDITIONS OF CONTRACT.

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 bid forms be retyped or redrafted. Photocopies of the original bid 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. Bid submitted must be complete in all respects.
5. The bid 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 bid shall be addressed in accordance with the directives in the bid documents 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 bid other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid.
7. All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids. Where, however, a bid is received open, it shall be sealed. If it is received without a bid number on the envelope, it shall be opened, the bid number ascertained, the envelope sealed and the quotation number written on the envelope.
8. A specific box is provided for the receipt of quotations, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.
9. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the quotation documentation, and proof of posting will not be accepted as proof of delivery.
10. No bid submitted by telefax, telegraphic or other electronic means will be considered.
11. Bid documents must not be included in packages containing samples. Such bids may be rejected as being invalid.
12. Any alteration made by the bidder must be initialed.
13. Use of correcting fluid is prohibited



14. Bids will be opened in public as soon as practicable after the closing time of bid.
15. Where practical, prices are made public at the time of opening bids.
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.

**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

### REGISTRATION ON THE PROFESSIONAL COUNCIL

*(Professional Council Certificate of the Director/ Member of the Company to be attached as part of evaluation processes)*

1. It is the requirements either director of the company/ member of the company is registered under relevant Professional Council in order to qualify for this service.
2. Attached copy of certificate and letter of good standing as proof of registration in the Council.

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**Professional Registration Number**  
**(Director/ Member)**

## SECTION F

## BIDDER'S DISCLOSURE (SBD 4)

## 1. PURPOSE OF THE FORM

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

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

## 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....  
 .....

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

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

## 2.3.1 If so, furnish particulars:

.....  
.....

**3 DECLARATION**

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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<sup>2</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.

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

## SECTION G

### FORM OF OFFER AND ACCEPTANCE

#### Offer

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

**SERVICE DESCRIPTION: THE APPOINTMENT OF MULTI-DISCIPLINARY PROFESSIONAL SERVICE PROVIDER FOR DEPARTMENT OF TRANSPORT AT RTI TRAINING COLLEGE: REPAIRS & RENOVATION TO LEAKING ROOFS & OTHER RELATED REPAIRS OF HERITAGE MAIN BUILDING & CHAPEL**

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

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

**The offered price, inclusive of value added tax, is**

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

**IN WORDS:**.....

.....

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

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

Company or close corporation:

.....

and: whose registration number is:

.....

and: whose income tax reference number is:

.....

**OR**

Natural person or partnership:

.....

.....

whose identity number(s) is/are:

.....

whose income tax reference number is/are:

.....

**AND WHO IS** (if applicable):

Trading under the name and style of:

.....



**AND WHO IS:**

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

**SIGNED FOR THE TENDERER:**

Name of representative	Signature	Date

**WITNESSED BY:**

Name of witness	Signature	Date

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

.....  
 .....

**Other contact details of the Tenderer are:**

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

Fax no: .....

Postal address:

.....

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

## Acceptance

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

The terms of the Contract are contained in:

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

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

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

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

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

### For the Employer:

Name of signatory	Signature	Date

<b>Name of Organisation:</b>	Department of Public Works
<b>Address of organisation:</b>	

### Witnessed by:

Name of witness	Signature	Date

## SECTION H

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

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

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

**1. GENERAL CONDITIONS**

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

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

1.2 **To be completed by the organ of state**

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

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

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

- (a) Price; and
- (b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

**80/20**

or

**90/10**

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

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

$$Ps = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right) \quad \text{or} \quad Ps = 90 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Ownership by Black People (Sworn Affidavit signed and dated by Commissioner Oaths/ Valid BBEE Certificate)		10 points		
Ownership by Women (Sworn Affidavit signed and dated by Commissioner Oaths/ Valid BBEE Certificate and certified Identity Document)				
Ownership by Youth (Sworn Affidavit signed and dated by Commissioner Oaths/ Valid BBEE Certificate and certified Identity Document)		05 points		
Ownership by Disabilities (Original/ Certified copy of an original medical certificate from a registered Medical Practitioner and certified Identity Document)				
51% Ownership by Military Veteran (Military Veteran Certificate or Certificate from Military Veteran Department indicating that the entity is registered on their database)				
Exempted Micro Enterprise (EME) ((Sworn Affidavit signed and dated by Commissioner Oaths/ Valid BBEE Certificate and certified Identity Document)				
Promotion of enterprise located under UMgungundlovu District Municipality for work to be done or services to be rendered (Proof of municipal account depicting physical address of the business-not older than 3 months or Lease agreement)		05 points		
Promotion of enterprises located in rural areas (Original or certified copy of the original letter from the Ward Councillor/ Certified copy of PTO/ Lease agreement from the Tribal Council)				

**DECLARATION WITH REGARD TO COMPANY/FIRM**

- 4.3. Name of company/firm.....
- 4.4. Company registration number: .....
- 4.5. TYPE OF COMPANY/ FIRM [Tick applicable box]
- ☐ Partnership/Joint Venture / Consortium
  - ☐ One-person business/sole propriety
  - ☐ Close corporation
  - ☐ Public Company
  - ☐ Personal Liability Company
  - ☐ (Pty) Limited
  - ☐ Non-Profit Company
  - ☐ State Owned Company
- 4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/firm for the preference(s) shown and I acknowledge that:
- i) The information furnished is true and correct;
  - ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
  - iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
  - iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
    - (a) disqualify the person from the tendering process;
    - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
    - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
    - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
    - (e) forward the matter for criminal prosecution, if deemed necessary.

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

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

.....



## SECTION I

### SPECIFICATION AND EVALUATION

#### PROJECT LOCATION

Province: KwaZulu - Natal

District Municipality: Umgungundlovu

Local Municipality: The Msunduzi

Cadastral description:

Latitude : 30° 38' 13" S

Longitude : 29° 60' 61" E

Street address: 240 Burger Street or ERF RE/2778 & RE/2779 or LOT 2861

#### **The Site:**

#### **GIS MAPS location of site:**



Photo 1: GIS MAPS

#### **1. PURPOSE**

The Department is seeking bids from Registered Professional Multi-Disciplinary Consulting Teams (Architect/Heritage Practitioner experience, Structural Engineer, Quantity Surveyor, Electrical & Mechanical Engineer), who have the relevant qualifications, registration, and expertise to provide professional services from stage 1-6 as per FIDPM for Department of Transport: RTI Training College: Repairs & Renovation of Leaking Roofs & Other related Repairs of Heritage Main Building & Chapel.



## 2. BACKGROUND

In April 2019, a narrative assessment revealed that the damage to the RTI Training College Main building & Chapel is not only attributed deterioration over the years but also to multiple storm damages caused by inclement weather. It is also suspicious that there is insect infestation on the timber trusses and lack of maintenance therefore there is a need to appoint an Entomologist, ITC roofing Engineer and an Architect experienced to conduct work on heritage buildings.

The roof leaks have also damaged the ceilings with heritage elements to most office, including internal walls, painting, ceiling mounted light fittings, electrical trunking, carpets and moveable assets. The project constraints as foreseen is that the RTI main building/site & neighbouring buildings have existing facilities and they are fully functioning, therefore no disruption of services must occur during construction. A maintenance funding in the past was allocated by Transport due to its constant roof leaks which are merely caused by lack of roof maintenance and deterioration of slate roof tiles in this old heritage building. AMAFA have been recently informed of the status quo since the building is listed as a heritage building and protected the KZN Heritage Act therefore any rectification work will require an AMAFA permit, which can only be applied for by an approved Heritage Architect.

## 3. GENERAL HISTORY AND EXISTANCE OF THE BUILDING

The complex is now home to the RTI-Road Traffic Inspectorate and Traffic Officer Training College. It was restored in about ten years ago. The original red brick buildings accommodate the Motor Licencing Directorate's office. The buildings are generally protected in terms of the heritage legislation and a permit is required for any work to proceed.

The site was the originally the Old Merchiston School which was established by Miss Allan and Miss Rowe in the 1892 to provide early schooling for boys, filling a gap in the formal education sector at the time. It was named after a preparatory school in England and it also adopted that school's motto of 'Ready, Aye, Ready'. The school started in a house in Pietermaritz Street and the founders borrowed 1000 pounds to buy this property and build the buildings on Prince Alfred Street – the hostel that could accommodate 40 pupils and classrooms at the rear in 1896. John Hardy was the builder. He later became Mayor in 1928. The then Natal Provincial Administration took it over and moved the school to the current site in Bulwer Street in the early 1960's.

The school had been taken over by the Government in 1910 and this complex on Burger Street was built in 1914. The Gables have more of a Flemish appearance than that of the typical Cape Dutch Revival period and reflect the early date of the building in this style. It has two gabled entrances flanking the central cupola which is also the belfry. The entrances lead to corridors that flank a quadrangle around which the classrooms are situated.





**Scope of the Project.****Brief overview of the Project Scope**

The Project scope for is as defined below:

The existing slate roof tiles will have to be refurbished and most of them replaced as they have collected a layer of debris over the years. They will need to be carefully removed and a scaffolding is mandatory to be places all around the building for easy access to climb the roof.

Due to its constant roof leaks which are merely caused by lack of roof maintenance and deterioration of slate roof tiles in these old heritage buildings. AMAFA have been recently informed of the status quo since the buildings are listed as a heritage buildings and protected the KZN Heritage Act therefore any rectification work will require an AMAFA permit, which can only be applied for by an approved Heritage Architect & Structural Engineer.

Further investigations of the cause of the leaks and deterioration of the roof structure will be required and any proposed roof material changed from the current material must be carefully picked e.g. marine ply on the battens, covered with malthoid and tiles placed on counter battens, should the tiles be racked through hail damage, the roof must remain watertight.

Preferably, the architect or the engineer employed should have sufficient heritage experience to deal with any interventions necessary. Its style of architecture has red travertine face-brick, and curved arches at entrances therefore any building more than 60 years requires that further investigation by AMAFA / Heritage KwaZulu Natal in term of historical assessment requirement. Both buildings are Grade II heritage sites therefore an approval from AMAFA before any work is undertaken is required.

A Heritage Practitioner registered Architect will have to issue an AMAFA permit application via an email to [built.enviro@amafapmb.co.za](mailto:built.enviro@amafapmb.co.za) and label the application MINOR WORKS – 240 Burger Street. The application forms available at the AMAFA website [www.amafainstitute.org.za](http://www.amafainstitute.org.za) – under Compliance for Permits-download application forms and choose Form A.



During the narrative assessment inspection conducted in April 2019, it was almost impossible to get a close-up view on top of the roof tiles to establish the extent of the damaged tiles causing the water leaks, therefore an allowance to erect a scaffolding during planning & construction stage must be considered to a comprehensive assessment.





**Building no.2 – Chapel:**







## Implementation of the Project as per FIDPM Stage requirements

<ul style="list-style-type: none"> <li>Stage 2 – Project Feasibility Assessment and Concept Design – Sketch Plans Sign-off Approval by Department of Transport &amp; Department of KZN Public Works</li> <li>Stage 3 – Detailed Design – Department of Public Works (DRC / IPAC)</li> <li>Stage 4 – Tender Document Production – Approval by Depart. Of Transport &amp; Department of Public Works (PDC), CBEC &amp; BAC</li> </ul>	6 months
<ul style="list-style-type: none"> <li>Stage 5 – Construction Monitoring to Practical Completion Stage</li> </ul>	16 months
<ul style="list-style-type: none"> <li>Stage 6 – Works Completion Handover / Retention / Guarantees</li> </ul>	6 months
<ul style="list-style-type: none"> <li>Stage 7 – Final Completion Handover / Closeout Stage / Final Account Stage</li> </ul>	6 months
<b>TOTAL PROJECT PERIOD FOR PROFESSIONAL TEAM</b>	<b>34 MONTHS</b>

### 3. QUALIFICATIONS AND EXPERIENCE

The multi-disciplinary entity is to provide a full team of the following experienced and skilled professional consultants;

- Registered Professional Architect – PR ARCH.: with Heritage Act experience
- Registered Professional Construction Project Manager – PR CPM
- Registered Professional Structural Engineer – PR ENG
- Registered Professional Quantity Surveyor – PR QS
- Registered Professional Electrical Engineer – PR ENG
- Registered Professional Mechanical Engineer – PR ENG
- Registered Construction Health & Safety Manager – CHSM
- Registered with SAPCA Entomologist – PEST CONTROL OPERATOR

The estimated construction cost is: R 16 905 000.00 Incl. VAT

The services required for the full rollout are inclusive of stages 1-6 in the following order:

- STAGE 1: Project Initiation and Briefing
  - STAGE 2: Concept and Viability
  - STAGE 3: Design Development
  - STAGE 4: Documentation and Procurement
  - STAGE 5: Construction Documentation and Management
  - STAGE 6: Close-out
- **THE REQUESTED DISCIPLINE WILL PROVIDE THE SERVICES AS STATED BELOW NOT WITHSTANDING THE STANDARD SERVICES AS SET OUT IN THEIR RESPECTIVE GAZETTES:**

#### 4.1 ARCHITECT: Heritage Practitioner experience as per Heritage Act

The scope of services is as per the gazetted scope of services for Professional Architects administered by the South African Council for Architectural Professions including but not limited to:

- Overall Assessment of the existing facility.
- Preliminary and Detailed Design with cognisance to compliance with construction regulations and other applicable standards.

- Approvals of design by obtaining an AMAFA permit & KZN Works Design Review Committee.
- Contract Documentation & Administration.
- Compilation of as-built information.
- Submission of concept to AMAFA for review and approval.
- The Architect will be fully responsible for quality assurance for project compliance with the Infrastructure Delivery Management System throughout the project life-cycle.

#### **4.2 PROFESSIONAL CONSTRUCTION PROJECT MANAGER (PRINCIPAL CONSULTANT)**

The scope of services is as per the gazetted scope of services for Professional Construction Project Manager/s administered by the South African Council for Architectural Professions including but not limited to:

- Overall coordination of the project initiation, documentation, implementation and close-out as project leader.
- Overall Assessment of the existing facility.
- Principal Agent in terms of the Building Contract.
- Coordinate submissions & approvals of all design from all disciplines by Approval Committee, Design Review Committee.
- Contract Documentation & Administration.
- Understanding what the client or company wants to achieve
- Agreeing timescales, costs and resources needed to deliver a project
- Drawing up a detailed plan for how to achieve each stage of a project
- Selecting and leading a project team
- Negotiating with contractors and suppliers
- Directing a multi-disciplinary team
- Communicating with staff at every level, in a calm, personable way
- Overseeing several projects at the same time
- Ensuring that each stage of the project happens on time, on budget and to a high standard
- Reporting regularly on progress to the client and stakeholders
- Coordinating market and customer research
- Resolving any issues or delays
- Demonstrating knowledge of all areas of construction
- Writing bids for tender
- Managing several projects simultaneously with the support of junior project managers
- Working in an office or on a construction site.
- Full scope of service as described by SACPCMP.
- The PrCPM will be fully responsible and accountable for project compliance with the Infrastructure Delivery Management System throughout the project life-cycle.

#### **4.3 QUANTITY SURVEYOR**

The scope of services is as per the gazetted scope of services for Professional Quantity Surveyors administered by the South African Council for Quantity Surveying Professions including but not limited to:

- Preliminary and Detailed Cost Estimation
- Compilation of Bills of Quantities
- Tender Documentation and Risk Analysis of bids received
- Monthly valuations and preparation of payment certificates
- Cost Reports
- Variation Orders
- Final Account
- General Contract Administration
- The Quantity Surveyor will be obligated to comply with the Infrastructure Delivery Management System requirements throughout the project rollout when and as instructed by the Department of Public Works.



#### 4.4 STRUCTURAL ENGINEER

The scope of services is as per the gazetted scope of services for Professional Engineers administered by the Engineering Council of South Africa including but not limited to:

- Assessment of the existing facility including its services (structural elements, domestic water & stormwater and sewer networks)
- Preliminary and Detailed Design with cognisance to compliance with construction regulations and other applicable standards
- The Structural Engineer will be required to take part in,
  - Contract Documentation
  - Contract Administration
  - Compilation of as-built information
  - Issuing of Certificates of Compliance
  - Other related Structural Engineering Services pertinent for the successful completion of this project
- The Structural Engineer will be obligated to comply with the Infrastructure Delivery Management System requirements throughout the project rollout when and as instructed by the Department of Public Works.

#### 4.5 ELECTRICAL ENGINEER

The scope of services is as per the gazetted scope of services for Professional Engineers administered by the Engineering Council of South Africa including but not limited to:

- The role of an electrical engineer is to survey the site and manage the design and construction of electrical systems so that they comply with the necessary codes.
- His responsibilities include designing, testing, installing and maintaining electrical systems that transmit and generate power.
- At design stage, the electrical engineers typically needs the skills to work with computer models in order to have a better idea of what they should design. In addition, electrical engineers may be responsible for calculating the costs of electrical equipment i.e. generators and scheduling delivery dates from supplies.
- At the end of a project, the electrical engineer is responsible for making sure that all codes are met.
- He will be responsible for testing and commissioning all installed electrical equipment and produce As- built drawings of the building's wiring and power supply for submission to council for approval.
- The Electrical Engineer will be required to take part in,
  - Contract Documentation
  - Contract Administration
  - Compilation of as-built information
  - Issuing of Certificates of Compliance
  - Other related Electrical Engineering Services pertinent for the successful completion of this project
- The electrical engineer must have an in-depth knowledge of building codes.

#### 4.6 MECHANICAL ENGINEER

The scope of services is as per the gazetted scope of services for Professional Engineers administered by the Engineering Council of South Africa including but not limited to:

- Assessment of the existing facility including requirements for Heating, Ventilation and Air-conditioning
- Preliminary and Detailed Design with cognisance to compliance with construction regulations, IUSS and other applicable standards
- The Mechanical Engineer will also be responsible for the internal water reticulation in terms of assessment, design, management and close-out.
- The Mechanical Engineer will also be responsible for Fire Services (assess, design, management and close-out)
- The Mechanical Engineer will be responsible for coordination of mechanical services in the workshop
- The Mechanical Engineer will be required to take part in,
  - Contract Documentation

- Contract Administration
- Compilation of as-built information
- Issuing of Certificates of Compliance
- Other related Civil and Structural Engineering Services pertinent for the successful completion of this project
- The Mechanical Engineer will be obligated to comply with the Infrastructure Delivery Management System requirements throughout the project rollout when and as instructed by the Department of Public Works.

#### 4.7. CHSM-CONSTRUCTION HEALTH AND SAFETY MANAGER

- Full scope of service as described by SACPCMP for a professionally registered Health and Safety Manager including but not restricted to Baseline Risk Assessment, design input, Audit of Safety file, construction permit, 2 x inspection per month including safety audit.  
The Health and Safety Agent will be obligated to comply with the Infrastructure Delivery Management System requirements throughout the project rollout when and as instructed by the Department of Public Works.
- **The estimated total construction cost R 16 905 000.00 incl. VAT project cost.** For fee value structure allow the following percentages:

Discipline	Est. % time with Documentation + % on site (considering the 6 Months Planning + 16 Months Construction Contract period + 12 Months Retention/Close-out period)
Architect/Heritage experience	100% (+30% surcharge)
Pr. Construction Project Manager / Principal Agent	100%
Quantity Surveyor	100%
Structural Engineer	70% & Entomologist 100 hours (disbursements fees)
Electrical Engineer	25%
Mechanical Engineer	25%
OHS Manager	25%

## 4.2 Costing

### 4.2.1 The relevant Fee Guidelines are as per the following table;

DISCIPLINE	GAZETTE APPLICABLE PER DISCIPLINE
Architectural	SACAP use rates as per Gazette 49108 Board notice 471 of 2023
Registered Construction Project Manager	SACPCMP Government Gazette 42697 Board Notice 168 of 2019
Engineering	ECSA use rates as per Gazette 44333 Board Notice 669 of 2021
Quantity Surveying	SACQSP use rates as per Gazette Notice 170 of 2015
OHS Manager	Government Gazette 42697 Board Notice 168 of 2019

- 4.2.2 Your bid is to be based upon the relevant Guideline for Tariff of Fees (**Para. ii**) as published annually for the respective Discipline Council, less percentage discount (discount percentage on the estimated fee value as above of the Works per discipline) you are proposing for all disciplines as per 4.2.1 above.

- 4.2.3 Disbursements as published in the monthly National Department of Public Works “Rates for Reimbursable Expenses” shall be used as a guideline. Discount can also be offered in this regard, but maximum rate applicable shall be for vehicles up to 2150cc.
- 4.2.4 Please note that total final fees payable will be calculated on final value of contract for “fee purposes” only or final contract cost estimates for “fee purposes” only (both for the applicable discipline) - whichever may be applicable at the time.
- 4.2.5 You are requested to submit your bid using the specified **Basis of Appointment indicated herein above under Annexure G** on your company letterhead duly signed by the Registered Professional who will be dedicated to this project and is based at the office address where the project is intended to be awarded within five (5) working days.

## 5. CONDITIONS OF APPOINTMENT

- 5.1 The MULTI-DISCIPLINARY Entity must have within their employment or display their ability to have access to all the professional consultants as listed in paragraph 4.2.1 above.
- 5.2 This can be submitted by way of an organogram with details of the Registered Professional who will be leading each discipline and detailed curriculum vitas of the proposed professional/s. Where a resource/professional is being out-sourced, a contract or agreement between both parties is to be submitted.
- 5.3 Consultants will be expected to attend a minimum of 2 site meetings per month which only will be paid for, based on attendance during the construction process.
- 5.4 Consultants must submit all returnable documents as listed on Appendix B herein. Failure to submit all the requested documents could result in the quote not being considered
- 5.5 Your detailed organogram is to provide details of the following **Registered Professionals; Pr. Architect with Heritage experience, PrCPM (PA), Pr. Quantity Surveyor, Pr. Structural Engineer, Pr. Mechanical Engineer, Pr. Electrical Engineer & CHSM-Construction Health & Safety Manager (SACPCMP registered) and an Entomologist** who will be dedicated to this project. Approval must be made in writing to the Department for any replacement of the designated professional.
- 5.6 Appointment will be as per Departmental Standard Conditions of Appointment for the respective Discipline.
- 5.7 The estimated planning duration is **6 months** & construction duration is **16 months** summing it up to **22 calendar months** to Practical Completion & another **12 months** until Close-out Stage.

## 6. EVALUATION CRITERIA

- 6.1 The evaluation criteria will be in three phases:
- 6.1.1 Administrative compliance as the first phase of evaluation:
- Correctness of bid documents
  - Compliance with bid regulations (registration with CSD, SBD 4, Signed form of Offer and other prescripts requirements)

**6.1.2 Functionality scoring / Mandatory requirement** as the second phase of Evaluation:

- Submitting all mandatory requirements as per table below:

- **The evaluation criteria for measuring Mandatory Requirements must be objective.**
- **Failure to submit any of the stated Mandatory Requirements in the prescribed manner will lead to disqualification.**

T2.36 – Mandatory Requirements	
ITEMS	REQUIREMENTS
1.	<p>Schedule of previously completed similar complex projects, three (3) of which one project in the past years should be on a Heritage Building in the form of (particularly Architect) – Appointment Letters, Practical Completion Certificates, Reference Letters for the projects completed only; with a minimum construction value of R10 000 000.00 or more per project &amp; per discipline to be considered.</p> <p>Consultants to provide: A project schedule listing the previously completed projects (summary of bidders' experience in table format) to include:-</p> <ul style="list-style-type: none"> <li>i. Project name,</li> <li>ii. Project description / type,</li> <li>iii. Contract amount/value,</li> <li>iv. Contract period /duration (start &amp; completion dates),</li> <li>v. Reference contact person: Name of Client/Project Manager /Principal Agent with contact details.</li> </ul>
2.	<p>Provide a detailed organogram that reflects the Professional Consultant team with their CVs and registered as professionals to their relevant professional body: Pr. Architect must be a Heritage Practitioner accredited with a heritage (1) project, PrCPM- Construction Project Manager/Principal Agent, Pr. Quantity Surveyor, Pr. Structural Engineer, Pr. Electrical Engineer, Pr. Mechanical Engineer, CHSM (SACPCPM registered) and Entomologist – all professionals to be in good standing with their councils.</p> <ul style="list-style-type: none"> <li>• sets out the roles and responsibilities of each proposed team member as set out above (project-specific organogram)</li> </ul>
3.	<p>Detailed project-specific method statement and programme to be submitted outlining the understanding of the project and DPW implementation process in accordance with the IDMS.</p> <ul style="list-style-type: none"> <li>• Project Gantt Chart from inception to project close-out stage as per FIDPM</li> <li>• OHS Management</li> <li>• Site documentation control, filing and archiving</li> </ul>

**NB.** The Professional Consultants will be subjected to Department of KZN Public Works' DRC- Design Review Committee or IPAC, obtaining AMAFA permit/approval & Local Municipality Council approval/courtesy approval. The above-mentioned project will comply with six stages of the project life-cycle and deliverables for each stage must be provided for approval.

**Process for Evaluation of Tenders on Mandatory Requirements.**

- A. The evaluation criteria for measuring Mandatory Requirements must be objective.
- B. Failure to submit any of the stated Mandatory Requirements in the prescribed manner will lead to disqualification.

**6.1.3 Financial Offer and Specific Goals** as the third phase of evaluation

**The following special conditions is applicable to the evaluation his quotation:**

- The Department reserves the right not to award to the lowest bidder.
- The Department will conduct a detailed risk assessment prior to the award.

## SECTION J

## OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE

Bid No : WIMS: 076645 ZNTM: 01180 W

SERVICE : THE APPOINTMENT OF MULTI-DISCIPLINARY  
PROFESSIONAL SERVICE PROVIDER FOR DEPARTMENT  
OF TRANSPORT AT RTI TRAINING COLLEGE: REPAIRS &  
RENOVATION TO LEAKING ROOFS & OTHER RELATED  
REPAIRS OF HERITAGE MAIN BUILDING & CHAPEL

Date : 28<sup>th</sup> TUESDAY, MAY 2024

Time : 11:00AM

Venue : DEPART. OF TRANSPORT, RTI TRAINING COLLEGE, MAIN  
BOARDROOM, 206 BURGER STREET, PIETERMARITZBURG

\*\*\*\*\*

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)**DATE:** .....

**SECTION K****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**

## SECTION L AUTHORITY TO SIGN A BID

### 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

..... <b>SIGNATURE</b> (PRINT NAME)	..... <b>SIGNATURE</b> (PRINT NAME)	..... <b>SIGNATURE</b> (PRINT NAME)
---	---	---

..... <b>DATE</b>	..... <b>DATE</b>	..... <b>DATE</b>
----------------------	----------------------	----------------------

**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:**.....

## SECTION M

### EVALUATION METHOD PROCESSES

#### 1. Tender Criteria and Procedures

The procedure will be used to evaluate and adjudicate this Quotation/ Bid is as follows:

#### 2 Method of evaluation

2.1 The procedure of the evaluation of Quotation / Tender will be as follows:  
***(Stage 1 and 3 is compulsory to select):***

- ☒ **STAGE ONE:** Administrative compliance as the first phase of evaluation.
- ☒ **STAGE TWO:** Mandatory criteria.
- ☒ **STAGE THREE:** Price and Specific goals Only.

**APPENDIX A – BID PROFORMA**  
**(To be completed by the Consultant/s)**

**General Notes –**

Preference Points and Percentage discount offered take precedence over any additional detailed fee calculations submitted, where there is any ambiguity.

- Disbursements as published in the monthly National Department of Public Works “Rates for Reimbursable Expenses” shall be used as a guideline. Discount can also be offered in this regard, but maximum rate applicable shall be for vehicles up to 2150cc (latest published)
- Table below is **NOT** to be modified by Consultant.

TABLE 1	PERCENTAGE BASED FEES				
DISCIPLINE	GAZETTE APPLICABLE PER DISCIPLINE	FEE BREAKDOWN	RAND VALUE	CONSULTANT FULL NAME (Authorised Person)	CONSULTANT SIGNATURE
ARCHITECT	SACAP use rates as per Gazette 49108 Board Notice 471 of 2023 <b>(incl. Surcharge: Heritage project)</b>	Value for fee purposes:  All-inclusive Fee:  Less Discount: ____%  Add VAT @ 15%  <b>TOTAL PROJECT FEES:</b>	R 16 905 000.00 excl. VAT R _____  R _____  R _____  R _____		

**Note – Percentage discount above also applies to any additional time based work carried out up to a maximum of 50 hours, by written prior approval of Project Leader.**

**COMPANY STAMP:**

**DATE:**

**APPENDIX A – BID PROFORMA**  
**(To be completed by the Consultant/s)**

**General Notes –**

Preference Points and Percentage discount offered take precedence over any additional detailed fee calculations submitted, where there is any ambiguity.

- Disbursements as published in the monthly National Department of Public Works “Rates for Reimbursable Expenses” shall be used as a guideline. Discount can also be offered in this regard, but maximum rate applicable shall be for vehicles up to 2150cc (latest published)
- Table below is **NOT** to be modified by Consultant.

TABLE 1	PERCENTAGE BASED FEES				
DISCIPLINE	GAZETTE APPLICABLE PER DISCIPLINE	FEE BREAKDOWN	RAND VALUE	CONSULTANT FULL NAME (Authorised Person)	CONSULTANT SIGNATURE
Pr. <b>CONSTRUCTION PROJECT MANANGER / PRINCIPAL AGENT</b>	SACPCMP Government Gazette 42697 Board Notice 168 of 2019 <b>(excl. Surcharge)</b>	<b>Value for fee purposes:</b>  <b>All-inclusive Fee:</b>  <b>Less Discount: ____%</b>  <b>Add VAT @ 15%</b>  <b>TOTAL PROJECT FEES:</b>	<b>R 16 905 000.00 excl. VAT</b> R _____  R _____  R _____  R _____		
<b>Note – Percentage discount above also applies to any additional time based work carried out up to a maximum of 50 hours, by written prior approval of Project Leader.</b>					

**COMPANY STAMP:**

**DATE:**

**APPENDIX A  
– BID PROFORMA**

*(To be completed by the Consultant/s)*

**General Notes –**

Preference Points and Percentage discount offered take precedence over any additional detailed fee calculations submitted, where there is any ambiguity.

- Disbursements as published in the monthly National Department of Public Works “Rates for Reimbursable Expenses” shall be used as a guideline. Discount can also be offered in this regard, but maximum rate applicable shall be for vehicles up to 2150cc (latest published)
- Table below is **NOT** to be modified by Consultant.

TABLE 1	PERCENTAGE BASED FEES				
DISCIPLINE	GAZETTE APPLICABLE PER DISCIPLINE	FEE BREAKDOWN	RAND VALUE	CONSULTANT FULL NAME (Authorised Person)	CONSULTANT SIGNATURE
QUANTITY SURVEYOR	SACQSP use rates as per Gazette Notice 170 of 2015 <b>(Excl. Surcharge)</b>	Value for fee purposes:  All-inclusive Fee:  Less Discount: ____%  Add VAT @ 15%  TOTAL PROJECT FEES:	R 16 905 000.00 excl. VAT  R _____  R _____  R _____  R _____		
<b>Note – Percentage discount above also applies to any additional time based work carried out up to a maximum of 50 hours, by written prior approval of Project Leader.</b>					

**COMPANY STAMP:**

**DATE:**

**– BID PROFORMA***(To be completed by the Consultant)***General Notes –**

Preference Points and Percentage discount offered take precedence over any additional detailed fee calculations submitted, where there is any ambiguity.

- Disbursements as published in the monthly National Department of Public Works “Rates for Reimbursable Expenses” shall be used as a guideline. Discount can also be offered in this regard, but maximum rate applicable shall be for vehicles up to 2150cc (latest published)
- Table below is **NOT** to be modified by Consultant.

TABLE 1		PERCENTAGE BASED FEES			
DISCIPLINE	GAZETTE APPLICABLE PER DISCIPLINE	FEE BREAKDOWN	RAND VALUE	CONSULTANT FULL NAME (Authorised Person)	CONSULTANT SIGNATURE
STRUCTURAL ENGINEER	ECOSA use rates as per Gazette 44333 Board Notice 669 of 2021 <b>(Excl. Surcharge &amp; Include Disbursements Fees for Entomologist)</b>	Value for fee purposes:  All-inclusive Fee:  Less Discount: ____%  Add VAT @ 15%  TOTAL PROJECT FEES:	R 11 623 500.00 excl. VAT  R _____  R _____  R _____  R _____		

**Note – Percentage discount above also applies to any additional time based work carried out up to a maximum of 50 hours, by written prior approval of Project Leader.**

COMPANY STAMP:

DATE:



**– BID PROFORMA****(To be completed by the Consultant)****General Notes –**

Preference Points and Percentage discount offered take precedence over any additional detailed fee calculations submitted, where there is any ambiguity.

- Disbursements as published in the monthly National Department of Public Works “Rates for Reimbursable Expenses” shall be used as a guideline. Discount can also be offered in this regard, but maximum rate applicable shall be for vehicles up to 2150cc (latest published)
- Table below is **NOT** to be modified by Consultant

TABLE 1		PERCENTAGE BASED FEES			
DISCIPLINE	GAZETTE APPLICABLE PER DISCIPLINE	FEE BREAKDOWN	RAND VALUE	CONSULTANT FULL NAME (Authorised Person)	CONSULTANT SIGNATURE
<b>MECHANICAL ENGINEER</b>	ECSA use rates as per Gazette 44333 Board Notice 669 of 2021 <b>(Excl. Surcharge)</b>	<b>Value for fee purposes:</b>  <b>All-inclusive Fee:</b>  <b>Less Discount: ____%</b>  <b>Add VAT @ 15%</b>  <b>TOTAL PROJECT FEES:</b>	<b>R 4 151 250.00 excl. VAT</b> R _____  R _____  R _____  R _____		

**Note – Percentage discount above also applies to any additional time based work carried out up to a maximum of 50 hours, by written prior approval of Project Leader.**

**COMPANY STAMP:****DATE:**

**– BID PROFORMA****(To be completed by the Consultant)****General Notes –**

Preference Points and Percentage discount offered take precedence over any additional detailed fee calculations submitted, where there is any ambiguity.

- Disbursements as published in the monthly National Department of Public Works “Rates for Reimbursable Expenses” shall be used as a guideline. Discount can also be offered in this regard, but maximum rate applicable shall be for vehicles up to 2150cc (latest published)
- Table below is **NOT** to be modified by Consultant

TABLE 1		PERCENTAGE BASED FEES			
DISCIPLINE	GAZETTE APPLICABLE PER DISCIPLINE	FEE BREAKDOWN	RAND VALUE	CONSULTANT FULL NAME (Authorised Person)	CONSULTANT SIGNATURE
ELECTRICAL ENGINEER	ECOSA use rates as per Gazette 44333 Board Notice 669 of 2021 <b>(Excl. Surcharge)</b>	Value for fee purposes:  All-inclusive Fee:  Less Discount: ____%  Add VAT @ 15%  TOTAL PROJECT FEES:	R 4 151 250.00 excl. VAT  R _____  R _____  R _____  R _____		
Note – Percentage discount above also applies to any additional time based work carried out up to a maximum of 50 hours, by written prior approval of Project Leader.					

**COMPANY STAMP:****DATE:**

**– BID PROFORMA****(To be completed by the Consultant)****General Notes –**

Preference Points and Percentage discount offered take precedence over any additional detailed fee calculations submitted, where there is any ambiguity.

- Disbursements as published in the monthly National Department of Public Works “Rates for Reimbursable Expenses” shall be used as a guideline. Discount can also be offered in this regard, but maximum rate applicable shall be for vehicles up to 2150cc (latest published)
- Table below is **NOT** to be modified by Consultant

TABLE 1		PERCENTAGE BASED FEES			
DISCIPLINE	GAZETTE APPLICABLE PER DISCIPLINE	FEE BREAKDOWN	RAND VALUE	CONSULTANT FULL NAME (Authorised Person)	CONSULTANT SIGNATURE
CHSM- CONSTRUCTION HEALTH & SAFETY MANAGER	SACPCMP Government Gazette 42697 Board Notice 168 of 2019 <b>(excl. Surcharge)</b>	Value for fee purposes:  All-inclusive Fee:  Less Discount: ____%  Add VAT @ 15%  TOTAL PROJECT FEES:	R 4 151 250.00 excl. VAT  R _____  R _____  R _____  R _____		
Note – Percentage discount above also applies to any additional time based work carried out up to a maximum of 50 hours, by written prior approval of Project Leader.					

**COMPANY STAMP:****DATE:**

**APPENDIX B - SUMMARY OF PROFESSIONAL FEES**

**WIMS: 076645: THE APPOINTMENT OF MULTI-DISCIPLINARY PROFESSIONAL SERVICE PROVIDER FOR DEPARTMENT OF TRANSPORT AT RTI TRAINING COLLEGE: REPAIRS & RENOVATION TO LEAKING ROOFS & OTHER RELATED REPAIRS OF HERITAGE MAIN BUILDING & CHAPEL**

<b>DISCIPLINE</b>	<b>FEES OFFERED</b>
<b>ARCHITECT with HERITAGE EXPERIENCE + Surcharge___%</b>	R
<b>PrCPM - UUCONSTRUCTION PROJECT MANANGER (PA)</b>	R
<b>QUANTITY SURVEYOR</b>	R
<b>STRUCTURAL ENGINEERING (&amp; DISBURSMENTS FEES FOR ENTOMOLOGIST)</b>	R
<b>MECHANICAL ENGINEERING</b>	R
<b>ELECTRICAL ENGINEERING</b>	R
<b>CHSM - CONSTRUCTION HEALTH AND SAFETY MANAGER</b>	R
<b>SUBTOTAL FEES:</b>	R
<b>Less Overall Discount: ___%</b>	R
<b>Add VAT @ 15%</b>	R
<b>TOTAL PROJECT FEES CARRIED OVER TO FORM OF OFFER (SECTION G)</b>	R

## APPENDIX C – CONTRACT DATA

### C1.2 Contract Data

C1.2.1 Standard Professional Services Contract  
The conditions applicable to this Contract are the **Standard Professional Services Contract (August 2005)** Second Edition of CIDB document 1015, published by the Construction Industry Development Board.

C1.2.2 Data provided by the Employer

Clause	
	<p>The General Conditions of Contract in the Standard Professional Services Contract (August 2005) make several references to the Contract Data for details that apply specifically to this tender. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.</p> <p>Each item of data given below is cross-referenced to the clause in the General Conditions of Contract to which it mainly applies.</p>
1	The Employer is the <b>Department of Public Works</b> .
1	The Period of Performance is from inception of this Contract until the Service Provider has completed all Deliverables in accordance with the Scope of Services.
1	The Project is to the provision of Standard Professional Services for the Project.
3.4 and 4.3.2	The authorised and designated representative of the Employer is the departmental project manager, details of whom are as indicated in T1.1 Notice and Invitation to Tender under item T1.1.4.
3.4.1	Communication by e-mail is not permitted.
3.5	The Services shall be executed in the Service Provider's own office and on the Project site. No portion of the work may be performed by a person employed by the State. No portion of the work may be sublet to any other person or persons without the prior written approval of the Employer.
3.6	Omit the following: "... within two (2) years of completion of the Service ...".
3.11.1	Period of Performance shall be sub dividable in separate target dates according to the programme to be submitted in terms of clause 3.14 hereof. A Penalty amount of R500 per day will be applicable per target date, to a maximum equal to R15 000, after which the contract may be terminated.
3.14	<p><u>For fees stipulated as "value based" in C2.1 Pricing Instructions, C2.1.1.1:</u></p> <p>Programme:</p> <p>A programme for the performance of the Service shall be submitted by the Service Provider, identified as the principal agent, to the departmental project manager, within a period of two (2) weeks following the briefing meeting.</p>

	<p>The programme will be the result of the co-ordination of all appointed Service Providers' inputs and shall be in sufficient detail describing key milestones, events and activities linked to the fastest realistic timeframes in which the Service can be delivered. Milestones and events are to be listed based on the Scope of Services described of the various appointed Service Providers' tender documents and presented in bar chart format. No milestones may, at the co-ordination stage, be extended beyond the timeframes outlined in Project Programme without acceptable reasons. The programme thus compiled and presented by the principal agent must be counter-signed by all appointed Service Providers as proof that the programme was agreed upon by all during the said co-ordination action.</p> <p>The Employer retains the right to negotiate such submitted programme with the principal agent in consultation with the appointed Service Providers, if required, to promote the interest of the project.</p> <p><u>For fees stipulated as "time based" Pricing Instructions:</u>  <u>Project Execution Plan (PEP):</u>  A PEP for the performance of the Service shall be submitted by the Service Provider, to the departmental project manager, within a period of two (2) weeks following the briefing meeting.</p> <p>In the event of the Employer not being satisfied with the submitted PEP, the Parties will negotiate in good faith towards a PEP that will be agreeable to both. Such an agreed-upon PEP will form the basis for the management of the appointment and remuneration purposes. Should circumstance change from the initial briefing, the Service Provider and the Employer will negotiate a revised PEP to satisfy such change(s). Should the Parties fail to reach agreement on the PEP or revised PEP, the matter will be dealt with in terms of the General Conditions of Contract. Should the mediation process fail, the Contract will be deemed to have been mutually terminated and any reasonable fees accrued at that stage settled by the Employer.</p>
4.1.1	<p>Briefing meeting:  The departmental project manager shall arrange a briefing meeting, compulsory for all appointed Service Providers, as soon as practicable after the appointment of the professional team as referred to in C3.5.1 Service Providers, or after the appointment of the core members of the professional team required to commence with the Services if not appointed at the same time, during which meeting the departmental project manager, together with any supporting advisors, will verbally brief the professional team comprehensively regarding the requirements of the project and the Scope of Services and hand over, to the Service Providers, all documentation relevant to the execution of the Service.</p>
4.4	A list of others providing Services on this Project will be provided by the Project Leader.
5.4.1	Minimum professional insurance cover of R2 million, with the first amount payable not exceeding 5% of the value of indemnity, and/or personal liability – all as more comprehensively described as provided by the Service Provider and in respect of which the Service Provider must provide data as required.
5.5	<p>The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions:</p> <ol style="list-style-type: none"> <li>1. Travelling for which payment will be claimed. Travelling and subsistence arrangements and tariffs of charges;</li> <li>2. Deviate from the final programme as per the programme above;</li> </ol>

	3. Deviate from the programme (delayed or earlier); 4. Deviate from or change the Scope of Services; 5. Change Key Personnel on the Service.
8.1	The Service Provider is to commence the performance of the Services immediately after the Contract becomes effective and execution to be as per the Programme, Scope of Services and Brief.
8.4.3 (c)	The period of suspension is not to exceed two (2) years.
9.1	Copyright of documents prepared for the Project shall be vested with the Employer.
12.1.2	Interim settlement of disputes is to be by mediation.
12.2.1	In the event that the Parties fail to agree on a mediator, the mediator is to be nominated by the president of the Association of Arbitrators (Southern Africa).
12.2.4 / 12.3.4	Final settlement is by litigation.
13.1.3	All partners in a joint venture or consortium shall carry the same professional indemnity insurance as per the General Conditions of Contract.
13.4	Neither the Employer nor the Service Provider is liable for any loss or damage resulting from any occurrence unless a claim is formally made within 5 years from the date of termination or completion of the Contract.
13.5	The amount of compensation is unlimited.
14.4	In the first sentence, change "... period of twenty four months after ..." to "... period of thirty six months after ...".
15	In respect of any amount owed by the Service Provider to the Employer, the Service Provider shall pay the Employer interest at the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act no1 of 1999).

#### C1.2.3 Data provided by the Service Provider

Clause	
	Each item of data given below is cross-referenced to the clause in the General Conditions of Contract to which it mainly applies.
1	The Service Provider is the company, close corporation, natural person or partnership named in the Form of Offer and Acceptance by the tendering Service Provider.
5.3	The authorised and designated representative of the Service Provider is the person named in the resolution by the tendering Service Provider.
5.4.1	<u>Indemnification of the Employer</u>  I, the undersigned, being duly authorized by the Service Provider, in terms of the completed resolution

	<p>.....(Name of authorized person)</p> <p>hereby confirm that the Service Provider known as:</p> <p>.....(Legal name of entity tendering herein)</p> <p>tendering on the project:</p> <p>.....</p> <p>..</p> <p>.....(Name of project as per C1.1 Form of offer and acceptance)</p> <p>holds professional indemnity insurance cover, from an approved insurer, duly registered with the Finance Services Board, of not less than the amount required as cover relative to the size of project, with the first amount payable not exceeding 5% of the value of indemnity. I further confirm that the Service Provider will keep such professional indemnity fully subscribed. I further confirm that should the professional indemnity insurance, with no knowledge of the Employer, be allowed to lapse at any time or in the event of the Service Provider cancelling such professional indemnity insurance, with no knowledge of the Employer, at any time or if such professional indemnity cover is not sufficient, then the Service Provider, (i) accepts herewith full liability for the due fulfilment of all obligations in respect of this Service; and (ii) hereby indemnifies, and undertakes to keep indemnified, the Employer in respect of all actions, proceedings, liability, claims, damages, costs and expenses in relation to and arising out of the agreement and/or from the aforesaid Service Provider's intentional and/or negligent wrongful acts, errors and/or omissions in its performance on this Contract.</p> <p>I confirm that the Service Provider undertakes to keep the Employer indemnified, as indicated above, beyond the Final Completion Certificate/Final Certificate by the Employer (whichever is applicable) for a period of five (5) years after the issue of such applicable certificate.</p> <p>I confirm that the Service Provider renounces the benefit of the <i>exceptionis non causa debiti, non numeratae pecuniae</i> and <i>excussionis</i> or any other exceptions which may be legally raised against the enforceability of this indemnification.</p> <p>Notwithstanding the indemnification required above, the Employer reserves the right to claim damages from the Service Provider for this Project where the Service Provider neglects to discharge its obligations in terms of this agreement.</p> <p><b>NAME:</b> .....</p> <p><b>CAPACITY:</b> .....</p> <p><b>SIGNATURE:</b> .....</p>
7.1.2	<p>As an extension of the definitions contained in clause 1 hereof, Key Persons must, for the purposes of this Contract, include one or more of the professionally registered principal(s) of the Service Provider, <b>and/or</b>, one or more professional(s) employed to render professional services, for whom certified copies of certificates or other documentation clearly proving current professional registration with the relevant council, including registration numbers, must</p>



	be included with the tender as part of the returnable documentation.		
	The Key Persons and their jobs / functions in relation to the Services are:		
	Name	Principal and/or employed professional(s)	Specific duties
	1.		
	2.		
	3.		
	4.		
	5.		
	6.		
	7.		
	8.		
	9.		
10.			
7.2	A Personnel Schedule is not required.		

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

**C2: PRICING DATA****C2.1 Pricing Instructions**

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

C2.1.1.1 Professional fees for the Professional Service Providers will be paid on Value basis as specified in clause C2.1.3

The words “value based” and “percentage based” used in connection with fee types in this document or any documents referred to in this document are interchangeable and are deemed to have the same meaning.

C2.1.1.2 **Tenderers are to tender:**

**Fees based upon relevant guidelines for tariff of fees as detailed in this tender** (in the event of the basis for remuneration being indicated above as a “value based” fee)

or

**The different rates for the different categories** in the Activity Schedule for Time Based Fees, column (c) (in the event of the basis for remuneration being indicated above as a “time based” fee)

all as set out below.

C2.1.2 Remuneration for **Professional Service Providers**

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

- **In the event of the basis for remuneration being a “value based” fee, of the normal fees tendered** plus Value Added Tax, all according to the provisions

or

- **In the event of the basis for remuneration being a “time based” fee, the different rates tendered for the different categories for Time Based Fees”, multiplied by the actual number of hours spent** plus Value Added Tax.

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

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

C2.1.2.4 **Disbursements in respect of all travelling and related expenses** including all travelling costs, time charges and subsistence allowances related thereto **will be paid for separately.**

The site must be visited as often as the works require for the execution of all duties on the Project. The Service Provider must be available at 24 hours notice to visit the site if so required. All costs in this regard will be deemed to be included in the applicable fees.

- C2.1.2.5 All fee accounts must be accompanied by an updated original written certification by the quantity surveyor, if appointed, of the amount(s) on which fees are based. The onus, however, rests on the Service Provider to calculate fees on the appropriate value and according to the correct fee scale, read in conjunction with this Contract.
- C2.1.2.6 All fee accounts need to be signed by a principal of the Service Provider and submitted in original format, failing which the accounts will be returned. Copies, facsimiles, electronic and other versions of fee accounts will not be considered for payment.
- C2.1.2.7 For all Services provided on a time basis, time sheets giving full particulars of the work, date of execution and time duration, should be submitted with each fee account.
- C2.1.2.8 Payments to the Service Provider will be made electronically according to the banking details furnished by the Service Provider. Any change in such banking details must be communicated to the departmental project manager timeously. Fee accounts, correct in all respects, will be deemed submitted when received by the Employer and settled when electronically processed by the Employer. The Employer reserves the right to dispute the whole account, any item or part of an item at any time and will deal with such case in terms of the General Conditions of Contract.
- C2.1.2.9 Accounts for Services rendered may be submitted on the successful completion of each stage of work. Interim accounts will only be considered during the construction stage of the works and then not more frequently than quarterly except if otherwise agreed between the authorised and designated representative of the Service Provider and the Employer. Payment of accounts rendered will be subject to the checking thereof by the departmental project manager. The Employer reserves the right to amend the amounts claimed in order to conform to the rates stipulated in this Contract and make payment on the basis of the balance of the account in accordance with the General Conditions of Contract.

### **C2.1.3 Value based fees**

- C2.1.3.1 Fees for work done under a value based fee  
Where value based fees are payable (if basis of remuneration has been set at “value basis”), the Service Provider will be remunerated for Services rendered, subject to the provisions above and subject to the specific terms and conditions stated below and elsewhere in this document. This tariff of fees will be payable for the full Period of Performance.
- C2.1.3.2 Normal services  
The fee for normal services shall be based on the fee provided.
- Where the Service Provider is required to perform a portion of the normal services only, the relevant portion of the fee shall be paid.
- C2.1.3.3 Interim payments to the Service Provider  
For the purposes of ascertaining the interim payments due, the cost of the works, which shall exclude any provisional allowances made to cover contingencies and escalation, shall be:
- the applicable portion of the net amount of the accepted tender, or
  - if no tender is accepted, the net amount of the applicable portion of the lowest suitable tender, unless acceptable motivation can be provided to prove that such amount is unreasonable, or
  - if the contract is awarded by negotiation the negotiated price, or

- if no tenders are invited or if no suitable tenders are received or if no negotiation is concluded, the estimate. The estimate shall be the one accepted by the Employer as representing the value of the works, which for purposes of interim payments will be deemed to be 80% of the engineers estimate or if appointed, 80% of the quantity surveyors estimate.

C2.1.3.4 Fees for documentation for work covered by a provisional sum

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

C2.1.3.5 Time charges for work done under a value based fee

Where time charges are payable according to the rates set out below, will be applicable.

C2.1.3.5.1 Time charges are reimbursable at rates applicable at the time of the actual execution of the specific service. The "Rates for Reimbursable Expenses" as amended from time to time and referred to below, is obtainable on the Employer's Website: <http://www.publicworks.gov.za/> under "Documents"; "Consultants Guidelines"; item 1.

C2.1.3.5.2 The scale of fees on time charges, on which Value Added Tax is excluded, shall be at the following rates per hour, rounded off to the nearest rand: (see Table 8 of "Rates for Reimbursable Expenses" for the actual amounts calculated in accordance with to the principles laid down below):

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

\*(includes professional architects, professional quantity surveyors, professional engineers, professional technologists [engineering], professional planners and professional construction project managers)

\*\* (includes professional technicians [engineering] professional senior technologists [architectural], principal technologists [architectural] and technical planner).

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

C2.1.3.5.3 Unless otherwise specifically agreed in writing, remuneration for the time expended by principals in (i) above on a project shall be limited to 5 per cent of the total time expended for time charges in respect of the Project. Any time expended by principals in excess of the 5 per cent limit shall be remunerated at the rates determined in (ii) or (iii) above.

C2.1.3.5.4 Notwithstanding the above, where work is of such a nature that Personnel as described in C2.1.3.5.2 (iii) above are capable of performing such work, it shall be remunerated at that

level and not at the rates described in (i) and (ii) above, irrespective of who in fact executed the work.

C2.1.3.5.5 Gross annual remuneration in C2.1.3.5.2 (iii) above shall mean basic salary and guaranteed annual bonus; fringe benefits not included in basic salary; income benefit, as determined from time to time by the South African Revenue Services for income tax purposes, for the private use of a motor vehicle by the employer; employer's contribution to pension/provident fund, medical aid and group life assurance premiums; Compensation Fund and Unemployment Fund contributions, Metropolitan Council levies and any other statutory contributions or levies; all other costs and benefits as per conditions of appointment but excluding any share of profit and payment for overtime.

C2.1.3.5.6 The salaries referred to in C2.1.3.5.2 (i) to (iii) above can change from time to time, which will, therefore, change the rates applicable. These rates will, however, only be adjusted on the first day of each calendar year irrespective of any changes in salary ranges during the relevant year. The rates applicable at the time of the execution of the work as set out in Table 8 of the "Rates for Reimbursable Expenses", as amended from time to time, may be claimed.

#### C2.1.3.6 Additional Services

##### C2.1.3.6.1 Additional Services pertaining to all Stages of the Project

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

##### C2.1.3.6.2 Construction monitoring

The construction monitoring requirements are as specified.

(a) If Level One, part time, monitoring has been specified then no separate payment shall be made for construction monitoring staff or for the transport of the monitoring staff. The cost of providing construction monitoring staff and transport shall be deemed to be included in the value based fee tendered for normal services.

(b) If Level Two, full time, monitoring has been specified then provision shall be made in the Activity Schedule for the envisaged site staffing requirements as specified. The unit of measure shall be the rate per calendar month (pro rata for part of a month). Payment shall only be applicable for the period actually established on site and shall in no instance be prior to the date of official handover of the Works to the Contractor or after the date of issue of the Certificate of Completion for the Works contract. The rates tendered for the relevant site staff shall include full compensation for all costs including, inter alia, the following:

- Salary
- Additional allowances
- Bonuses
- Leave and sick leave
- All company contributions such as provident fund, group life benefits, medical aid etc.
- Levies
- Office equipment
- Relocation cost and accommodation
- Travelling

- Handling cost and profit.

Payment for personnel shall exclude any periods of leave or sick leave. Time sheets for staff shall be included in the monthly fee account submitted to the Employer for payment. Replacement of staff as a result of any extended period of leave or sick leave outside of the normal contractor's year end break shall be to the approval of the Employer.

No separate payment shall be made for the transport of the construction monitoring staff and the cost of the transport shall be deemed to be included in the monthly rate tendered for the provision of the staff.

**C2.1.3.6.3 Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)**

No separate payment shall be made for the service specified. The cost of providing this service shall be deemed to be included in the value based fee tendered for normal services.

**C2.1.3.6.4 Quality Assurance System**

No separate payment shall be made for the implementation of a quality management system as specified. The cost of providing this service shall be deemed to be included in the value based fee tendered for normal services.

**C2.1.3.6.5 Lead Consulting Engineer**

No separate payment shall be made for assuming the leadership of an Employer specified joint venture, consortium or team of consulting engineers as specified. The cost of providing this service shall be deemed to be included in the value based fee tendered for normal services.

**C2.1.3.6.6 Principal Agent of the Client**

No separate payment shall be made for assuming the role of principle agent of the Employer if specified. The cost of providing this service shall be deemed to be included in the value based fee tendered for normal services.

**C2.1.3.6.7 Environmental Impact Assessment**

No separate payment shall be made for the service specified. The cost of providing this service shall be deemed to be included in the value based fee tendered for normal services.

**C2.1.3.6.8 Other unspecified services**

The Employer may order duties that fall outside the scope of the project as tendered. Such additional duties may involve, but not limited to:

- Additional design requirements
- Evaluation of alternative tenders
- Additional investigations during the Defects and Liability Period
- Diverse other services

Any such additional services that may be required will be remunerated on a Time Basis as set out. The level of expertise necessary for any such additional work shall be concomitant with the issues to be addressed. The category of personnel necessary to undertake the work shall be approved by the Employer. Any additional identified service shall be fully scheduled and submitted to the Employer for approval prior to the commencement thereof.

**C2.1.4 Time based fees**

- C2.1.4.1 Fees for work done under a time based fee  
Where time based fees are payable (if basis of remuneration has been set at "time basis" according to the bid as per the NDPW Rates.
- C2.1.4.3 Work will be remunerated for at the category level in which it falls as defined above, irrespective of whether the person who in fact executed the work functions at a higher category of responsibility and competence.

**C2.1.5 Set off**

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

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

- C2.1.6.1 Reimbursable rates  
The costs of typing, printing and duplicating work in connection with the documentation which must of necessity be done, except those which must in terms of the relevant Manual or other instructions be provided free of charge, shall be reimbursable at rates applicable at the time of the execution of such work. The document "Rates for Reimbursable Expenses" as amended from time to time and referred to below, is obtainable on the Employer's Website: <http://www.publicworks.gov.za/> under "Documents"; "Consultants Guidelines"; item 1.
- C2.1.6.2 Typing and duplicating  
If the Service Provider cannot undertake the work himself, he may have it done by another service provider which specialises in this type of work and he shall be paid the actual costs incurred upon submission of statements and receipts which have been endorsed by him confirming that the tariff is the most economical for the locality concerned.
- If the Service Provider undertakes the work himself, he shall be paid in respect of actual expenses incurred subject to the maximum tariffs per A4 sheet as set out in Table 1 in the "Rates for Reimbursable Expenses".
- Typing and duplicating expenses shall only be refunded in respect of the final copies of the following documents namely formal reports, formal soil investigation reports, specifications, feasibility reports, bills of quantities, material lists, minutes of site meetings and final accounts. The cost of printed hard covers shall only be paid in respect of documents which will be made available to the public such as bills of quantities and specifications or where provision of hard covers is specifically approved.
- The typing of correspondence, appendices and covering letters are deemed to be included in the value based fees and time based fees paid.
- C2.1.6.3 Drawing duplication  
(a) For drawing duplication the standard rate as set out in Table 2 in the "Rates for Reimbursable Expenses" may be claimed **or** may be claimed according to the provisions as in (b) or (c) below.
- (b) If the Service Provider undertakes the duplication of drawings, using his own duplication equipment, he shall be paid the actual cost incurred on condition that it is not higher than the lowest of three quotations of local firms doing drawing duplication in his locality. Such quotations must accompany his account.



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

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

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

**C2.1.6.4 Forwarding charges**

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

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

**C2.1.7 Travelling and subsistence arrangements and tariffs of charges**

Notwithstanding the ruling in C2.1.2.4 above (regarding disbursements and travelling expenses which will not be paid separately), when the Service Provider is requested in writing by or obtained prior approval in writing from the Employer to attend specific meetings at any of the Employer's offices or any extraordinary meetings on site or elsewhere, he will be remunerated according to the provisions under C2.1.7.1 to C2.1.7.5 herein.

**C2.1.7.1 General**

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

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

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

**C2.1.7.2 Travelling time**

Fees for travelling time are as set out in Table 8 in the "Rates for Reimbursable Expenses".

Fees are payable for travelling time at the tariff, as set less 2 hours of each journey on time charges for work done under a value based fee. Travelling time will be fully reimbursed.

**C2.1.7.3 Travelling costs**

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

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

Compensation for the use of private motor transport will be in accordance with the Government tariff for the relevant engine swept volume, up to a maximum of 2100 cubic centimetres, prescribed from time to time and as set out in Table 3 in the "Rates for Reimbursable Expenses".

**C2.1.7.4 Hired vehicles**

In cases where use is made of hired vehicles, the most economical sized vehicle available is to be used but compensation shall nevertheless be restricted to the cost of a hired car not exceeding a capacity of 1600 cc. Where use of a special vehicle is essential (e.g. four track or minibus to accommodate more people), prior approval in writing must be obtained from the departmental project manager.

**C2.1.7.5 Subsistence allowance**

The subsistence allowances are as set out in Tables 4 and 5 in the "Rates for Reimbursable Expenses".

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

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

**C2.2 Activity Schedule**

**C2.2.1 Activities**

**C2.2.1.1** The services as defined in the Scope of Services are required. The activity schedule below lists the normal services as defined in the Government Gazetted as well as additional services as defined in the Scope of Services, of this document.

**C2.2.1.2** The estimated normal fees have been calculated using the Government Gazetted Tariffs - by applying the applicable fee scale given for a building project, to determine the basic fee and by multiplying the basic fee by the applicable multiplication factor given respectively.

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

**C2.2.1.3** The services are to be provided in stages and the proportioning of the fee for normal services over the various stages shall be as set out in the Government Gazetted Tariffs

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

## Appendix D