



KWAZULU-NATAL PROVINCE

PUBLIC WORKS & INFRASTRUCTURE
REPUBLIC OF SOUTH AFRICA

INVITATION TO TENDER: WIMS 077440

FULL DESCRIPTION: KZN DEPARTMENT OF HEALTH: THE APPOINTMENT OF A MULTI-DISCIPLINARY ENTITY TO PROVIDE AN ARCHITECT (PRINCIPAL AGENT), QUANTITY SURVEYOR, CONSTRUCTION HEALTH & SAFETY AGENT, ELECTRICAL ENGINEER, MECHANICAL ENGINEER, CIVIL AND STRUCTURAL ENGINEER FOR GENERAL JUSTICE GIZENGA MPANZA REGIONAL HOSPITAL: MODIFICATIONS TO THE OLD MATERNITY UNIT

1 EVALUATION PROCESS AND CRITERIA

The evaluation criteria will be done in three phases:

1.1 Phase 1: SCM Administrative Compliance

- a) Correctness of bid documents
- b) Registration on the relevant professional council as a Registered Professional

1.2 Phase 2: Mandatory Technical Requirements

(Failure to submit information listed below will lead to immediate disqualification.)

1.2.1 Architect

No.	Mandatory Technical Criteria Description
1.	<p>Proof of confirmation of Professional Indemnity Insurance with minimum value of R5 000 000.00 or more.</p> <p>Documentary proof required:</p> <ul style="list-style-type: none">a) An original signed verifiable letter or certified copy of the original letter of confirmation of Professional Indemnity Insurance in the insurance company's letterhead. The letter must be from a registered Financial Services Provider.

No.	Mandatory Technical Criteria Description														
2.	<p>Schedule of projects undertaken and successfully completed by the firm in the past seven (7) years. Your appointment scope of work must as a minimum include Stages 2 to 6 with respect to the SACAP¹ scope of services or Stage 2 to 7 with respect to the FIDPM² i.e., your scope of appointment as a minimum must include:</p> <table border="1"> <thead> <tr> <th>SACAP</th><th>FIDPM</th></tr> </thead> <tbody> <tr> <td>Stage 2: Concept and Viability</td><td>Stage 2: Concept</td></tr> <tr> <td>Stage 3: Design Development</td><td>Stage 3: Design Development</td></tr> <tr> <td>Stage 4: Documentation and Procurement</td><td>Stage 4: Design Documentation</td></tr> <tr> <td>Stage 5: Contract Administration and Inspection</td><td>Stage 5: Works</td></tr> <tr> <td></td><td>Stage 6: Handover</td></tr> <tr> <td>Stage 6: Close-out</td><td>Stage 7 Close-out</td></tr> </tbody> </table> <p>Documentary proof required:</p> <ul style="list-style-type: none"> a) Schedule of previous work (minimum of two projects) completed in the past seven (7) years in general building construction projects (7GB or above). b) Award letters c) Practical completion certificates d) Reference letter(s) confirming the involvement of the firm in the projects listed in the schedule (Appendix E) 	SACAP	FIDPM	Stage 2: Concept and Viability	Stage 2: Concept	Stage 3: Design Development	Stage 3: Design Development	Stage 4: Documentation and Procurement	Stage 4: Design Documentation	Stage 5: Contract Administration and Inspection	Stage 5: Works		Stage 6: Handover	Stage 6: Close-out	Stage 7 Close-out
SACAP	FIDPM														
Stage 2: Concept and Viability	Stage 2: Concept														
Stage 3: Design Development	Stage 3: Design Development														
Stage 4: Documentation and Procurement	Stage 4: Design Documentation														
Stage 5: Contract Administration and Inspection	Stage 5: Works														
	Stage 6: Handover														
Stage 6: Close-out	Stage 7 Close-out														
3	<p>Details of the key Registered Professional to be assigned to this project – the professional must have a minimum of five years' experience.</p> <p>Documentary proof required:</p> <ul style="list-style-type: none"> a) Organogram with details & role of the lead Registered Professional who will be allocated to this project b) CV with a minimum of 3 traceable references. c) Certified copies of qualifications not older than 3 months. d) Professional Registration certificate with the relevant council. Note: The validity of Professional Registration will also be verified with the relevant councils. 														

1.2.2 Quantity Surveyor

No.	Mandatory Technical Criteria Description
1	<p>Proof of confirmation of Professional Indemnity Insurance with minimum value of R5 000 000.00 or more.</p> <p>Documentary proof required:</p>

¹ SACAP: South African Council for the Architectural Profession

² FIDPM: Framework for infrastructure delivery and procurement management

No.	Mandatory Technical Criteria Description													
	<p>a) An original signed verifiable letter or certified copy of the original letter of confirmation of Professional Indemnity Insurance in the insurance company's letterhead. The letter must be from a registered Financial Services Provider.</p>													
2	<p>Schedule of projects undertaken and successfully completed by the firm in the past seven (7) years. Your appointment scope of work must as a minimum include Stages 2 to 6 with respect to the SACQSP³ scope of services or Stage 2 to 7 with respect to the FIDPM⁴ i.e., your scope of appointment as a minimum must include:</p> <table border="1" data-bbox="400 521 1430 927"> <thead> <tr> <th>SACQSP</th><th>FIDPM</th></tr> </thead> <tbody> <tr> <td>Stage 2: Concept and Viability</td><td>Stage 2: Concept</td></tr> <tr> <td>Stage 3: Design Development</td><td>Stage 3: Design Development</td></tr> <tr> <td>Stage 4: Documentation and Procurement</td><td>Stage 4: Design Documentation</td></tr> <tr> <td rowspan="2">Stage 5: Contract Administration and Inspection</td><td>Stage 5: Works</td></tr> <tr> <td>Stage 6: Handover</td></tr> <tr> <td>Stage 6: Close-out</td><td>Stage 7 Close-out</td></tr> </tbody> </table> <p>Documentary proof required:</p> <p>a) Schedule of previous work (minimum of two projects) completed in the past seven (7) years in general building construction projects (7GB or above).</p> <p>b) Letters of appointment.</p> <p>c) Practical completion certificates</p> <p>d) Reference letter(s) confirming the involvement of the firm in the projects listed in the schedule (Appendix E)</p>	SACQSP	FIDPM	Stage 2: Concept and Viability	Stage 2: Concept	Stage 3: Design Development	Stage 3: Design Development	Stage 4: Documentation and Procurement	Stage 4: Design Documentation	Stage 5: Contract Administration and Inspection	Stage 5: Works	Stage 6: Handover	Stage 6: Close-out	Stage 7 Close-out
SACQSP	FIDPM													
Stage 2: Concept and Viability	Stage 2: Concept													
Stage 3: Design Development	Stage 3: Design Development													
Stage 4: Documentation and Procurement	Stage 4: Design Documentation													
Stage 5: Contract Administration and Inspection	Stage 5: Works													
	Stage 6: Handover													
Stage 6: Close-out	Stage 7 Close-out													
3	<p>Details of the key Registered Professional to be assigned to this project – the professional must have a minimum of five years experience.</p> <p>Documentary proof required:</p> <p>a) Organogram with details & role of the lead Registered Professional who will be allocated to this project</p> <p>b) CV with a minimum of 3 traceable references.</p> <p>c) Certified copies of qualifications not older than</p> <p>d) Professional Registration certificate with the relevant council. Note: The validity of Professional Registration will also be verified with the relevant councils. 3 months.</p>													

³ SACQSP: South African Council for the Quantity Surveying Profession

⁴ FIDPM: Framework for infrastructure delivery and procurement management

1.2.3 Construction Health & Safety Agent

No.	Mandatory Technical Criteria Description													
1.	<p>Proof of confirmation of Professional Indemnity Insurance with minimum value of R3 000 000.00 or more.</p> <p>Documentary proof required:</p> <p>a) An original signed verifiable letter or certified copy of the original letter of confirmation of Professional Indemnity Insurance in the insurance company's letterhead. The letter must be from a registered Financial Services Provider.</p>													
2.	<p>Schedule of projects undertaken and successfully completed by the firm in the past seven (7) years. Your appointment scope of work must as a minimum include Stages 2 to 6 with respect to the SACPCMP⁵ scope of services or Stage 2 to 7 with respect to the FIDPM⁶ i.e., your scope of appointment as a minimum must include:</p> <table border="1" data-bbox="400 824 1430 1229"> <thead> <tr> <th>SACPCMP</th><th>FIDPM</th></tr> </thead> <tbody> <tr> <td>Stage 2: Concept and Viability</td><td>Stage 2: Concept</td></tr> <tr> <td>Stage 3: Design Development</td><td>Stage 3: Design Development</td></tr> <tr> <td>Stage 4: Documentation and Procurement</td><td>Stage 4: Design Documentation</td></tr> <tr> <td rowspan="2">Stage 5: Contract Administration and Inspection</td><td>Stage 5: Works</td></tr> <tr> <td>Stage 6: Handover</td></tr> <tr> <td>Stage 6: Close-out</td><td>Stage 7 Close-out</td></tr> </tbody> </table> <p>Documentary proof required:</p> <p>a) Schedule of previous work (minimum of two projects) completed in the past seven (7) years in general building construction projects (7GB or above).</p> <p>b) Letters of appointment.</p> <p>c) Practical completion certificates</p> <p>d) Reference letter(s) confirming the involvement (i.e., stage 2 to 6) of the firm in the projects listed in the schedule (Appendix E).</p>	SACPCMP	FIDPM	Stage 2: Concept and Viability	Stage 2: Concept	Stage 3: Design Development	Stage 3: Design Development	Stage 4: Documentation and Procurement	Stage 4: Design Documentation	Stage 5: Contract Administration and Inspection	Stage 5: Works	Stage 6: Handover	Stage 6: Close-out	Stage 7 Close-out
SACPCMP	FIDPM													
Stage 2: Concept and Viability	Stage 2: Concept													
Stage 3: Design Development	Stage 3: Design Development													
Stage 4: Documentation and Procurement	Stage 4: Design Documentation													
Stage 5: Contract Administration and Inspection	Stage 5: Works													
	Stage 6: Handover													
Stage 6: Close-out	Stage 7 Close-out													
3	<p>Details of the key Registered Professional to be assigned to this project – the professional must have a minimum of five years experience.</p> <p>Documentary proof required:</p> <p>a) Organogram with details & role of the lead Registered Professional who will be allocated to this project</p>													

⁵ SACPCMP: South African Council for the Project and Construction Management Professions

⁶ FIDPM: Framework for infrastructure delivery and procurement management

No.	Mandatory Technical Criteria Description
	b) CV with a minimum of 3 traceable references. c) Certified copies of qualifications not older than 3 months. d) Professional Registration certificate with the relevant council. Note: The validity of Professional Registration will also be verified with the relevant councils.

1.2.4 Civil Engineer

No.	Mandatory Technical Criteria Description													
1.	<p>Proof of confirmation of Professional Indemnity Insurance with minimum value of R3 000 000.00 or more.</p> <p>Documentary proof required:</p> <p>a) An original signed verifiable letter or certified copy of the original letter of confirmation of Professional Indemnity Insurance in the insurance company's letterhead. The letter must be from a registered Financial Services Provider.</p>													
2.	<p>Schedule of projects undertaken and successfully completed by the firm in the past seven (7) years. Your appointment scope of work must as a minimum include Stages 2 to 6 with respect to the ECSA⁷ scope of services or Stage 2 to 7 with respect to the FIDPM⁸ i.e., your scope of appointment as a minimum must include:</p> <table border="1"> <thead> <tr> <th>ECSA</th><th>FIDPM</th></tr> </thead> <tbody> <tr> <td>Stage 2: Concept and Viability</td><td>Stage 2: Concept</td></tr> <tr> <td>Stage 3: Design Development</td><td>Stage 3: Design Development</td></tr> <tr> <td>Stage 4: Documentation and Procurement</td><td>Stage 4: Design Documentation</td></tr> <tr> <td rowspan="2">Stage 5: Contract Administration and Inspection</td><td>Stage 5: Works</td></tr> <tr> <td>Stage 6: Handover</td></tr> <tr> <td>Stage 6: Close-out</td><td>Stage 7 Close-out</td></tr> </tbody> </table> <p>Documentary proof required:</p> <p>a) Schedule of previous work (minimum of two projects) completed in the past seven (7) years in general building construction projects (7GB or above).</p> <p>b) Letters of appointment.</p> <p>c) Practical completion certificates</p> <p>d) Reference letter(s) confirming the involvement of the firm in the projects listed in the schedule (Appendix E).</p>	ECSA	FIDPM	Stage 2: Concept and Viability	Stage 2: Concept	Stage 3: Design Development	Stage 3: Design Development	Stage 4: Documentation and Procurement	Stage 4: Design Documentation	Stage 5: Contract Administration and Inspection	Stage 5: Works	Stage 6: Handover	Stage 6: Close-out	Stage 7 Close-out
ECSA	FIDPM													
Stage 2: Concept and Viability	Stage 2: Concept													
Stage 3: Design Development	Stage 3: Design Development													
Stage 4: Documentation and Procurement	Stage 4: Design Documentation													
Stage 5: Contract Administration and Inspection	Stage 5: Works													
	Stage 6: Handover													
Stage 6: Close-out	Stage 7 Close-out													

⁷ ECSA: Engineering Council of South Africa

⁸ FIDPM: Framework for infrastructure delivery and procurement management

No.	Mandatory Technical Criteria Description
3	<p>Details of the key Registered Professional to be assigned to this project – the professional must be able to demonstrate the Civil Engineering experience and must have a minimum of five years' experience.</p> <p>Documentary proof required:</p> <ul style="list-style-type: none"> a) Organogram with details & role of the lead Registered Professional who will be allocated to this project b) CV with a minimum of 3 traceable references. c) Certified copies of engineering qualifications not older than 3 months. d) Professional Registration certificate with the relevant council. Note: The validity of Professional Registration will also be verified with the relevant councils.

1.2.5 Structural Engineer

No.	Mandatory Technical Criteria Description													
1.	<p>Proof of confirmation of Professional Indemnity Insurance with minimum value of R3 000 000.00 or more.</p> <p>Documentary proof required:</p> <ul style="list-style-type: none"> b) An original signed verifiable letter or certified copy of the original letter of confirmation of Professional Indemnity Insurance in the insurance company's letterhead. The letter must be from a registered Financial Services Provider. 													
2.	<p>Schedule of projects undertaken and successfully completed by the firm in the past seven (7) years. Your appointment scope of work must as a minimum include Stages 2 to 6 with respect to the ECSA⁹ scope of services or Stage 2 to 7 with respect to the FIDPM¹⁰ i.e., your scope of appointment as a minimum must include:</p> <table border="1"> <thead> <tr> <th>ECSA</th><th>FIDPM</th></tr> </thead> <tbody> <tr> <td>Stage 2: Concept and Viability</td><td>Stage 2: Concept</td></tr> <tr> <td>Stage 3: Design Development</td><td>Stage 3: Design Development</td></tr> <tr> <td>Stage 4: Documentation and Procurement</td><td>Stage 4: Design Documentation</td></tr> <tr> <td rowspan="2">Stage 5: Contract Administration and Inspection</td><td>Stage 5: Works</td></tr> <tr> <td>Stage 6: Handover</td></tr> <tr> <td>Stage 6: Close-out</td><td>Stage 7 Close-out</td></tr> </tbody> </table> <p>Documentary proof required:</p>	ECSA	FIDPM	Stage 2: Concept and Viability	Stage 2: Concept	Stage 3: Design Development	Stage 3: Design Development	Stage 4: Documentation and Procurement	Stage 4: Design Documentation	Stage 5: Contract Administration and Inspection	Stage 5: Works	Stage 6: Handover	Stage 6: Close-out	Stage 7 Close-out
ECSA	FIDPM													
Stage 2: Concept and Viability	Stage 2: Concept													
Stage 3: Design Development	Stage 3: Design Development													
Stage 4: Documentation and Procurement	Stage 4: Design Documentation													
Stage 5: Contract Administration and Inspection	Stage 5: Works													
	Stage 6: Handover													
Stage 6: Close-out	Stage 7 Close-out													

⁹ ECSA: Engineering Council of South Africa

¹⁰ FIDPM: Framework for infrastructure delivery and procurement management

No.	Mandatory Technical Criteria Description
	<ul style="list-style-type: none"> a) Schedule of previous work (minimum of two projects) completed in the past seven (7) years in general building construction projects (7GB or above). b) Letters of appointment. c) Practical completion certificates d) Reference letter(s) confirming the involvement of the firm in the projects listed in the schedule (Appendix E)
3	<p>Details of the key Registered Professional to be assigned to this project – the professional must be able to demonstrate the Structural Engineering experience and must have a minimum of five years experience.</p> <p>Documentary proof required:</p> <ul style="list-style-type: none"> a) Organogram with details & role of the lead Registered Professional who will be allocated to this project b) CV with a minimum of 3 traceable references. c) Certified copies of engineering qualifications not older than 3 months. d) Professional Registration certificate with the relevant council. Note: The validity of Professional Registration will also be verified with the relevant councils.

1.2.6 Electrical Engineer

No.	Mandatory Technical Criteria Description								
1.	<p>Proof of confirmation of Professional Indemnity Insurance with minimum value of R3 000 000.00 or more.</p> <p>Documentary proof required:</p> <ul style="list-style-type: none"> a) An original signed verifiable letter or certified copy of the original letter of confirmation of Professional Indemnity Insurance in the insurance company's letterhead. The letter must be from a registered Financial Services Provider. 								
2.	<p>Schedule of projects undertaken and successfully completed by the firm in the past seven (7) years. Your appointment scope of work must as a minimum include Stages 2 to 6 with respect to the ECSA¹¹ scope of services or Stage 2 to 7 with respect to the FIDPM¹² i.e., your scope of appointment as a minimum must include:</p> <table border="1"> <thead> <tr> <th>ECSA</th><th>FIDPM</th></tr> </thead> <tbody> <tr> <td>Stage 2: Concept and Viability</td><td>Stage 2: Concept</td></tr> <tr> <td>Stage 3: Design Development</td><td>Stage 3: Design Development</td></tr> <tr> <td>Stage 4: Documentation and Procurement</td><td>Stage 4: Design Documentation</td></tr> </tbody> </table>	ECSA	FIDPM	Stage 2: Concept and Viability	Stage 2: Concept	Stage 3: Design Development	Stage 3: Design Development	Stage 4: Documentation and Procurement	Stage 4: Design Documentation
ECSA	FIDPM								
Stage 2: Concept and Viability	Stage 2: Concept								
Stage 3: Design Development	Stage 3: Design Development								
Stage 4: Documentation and Procurement	Stage 4: Design Documentation								

¹¹ ECSA: Engineering Council of South Africa

¹² FIDPM: Framework for infrastructure delivery and procurement management

No.	Mandatory Technical Criteria Description						
	<table border="1" data-bbox="400 257 1430 432"> <tr> <td data-bbox="400 257 935 315">Stage 5: Contract Administration and Inspection</td><td data-bbox="935 257 1430 315">Stage 5: Works</td></tr> <tr> <td data-bbox="400 315 935 374"></td><td data-bbox="935 315 1430 374">Stage 6: Handover</td></tr> <tr> <td data-bbox="400 374 935 432">Stage 6: Close-out</td><td data-bbox="935 374 1430 432">Stage 7 Close-out</td></tr> </table> <p>Documentary proof required:</p> <ul style="list-style-type: none"> a) Schedule of previous work (minimum of two projects) completed in the past seven (7) years in general building construction projects (7GB or above). b) Letters of appointment. c) Practical completion certificates d) Reference letter(s) confirming the involvement of the firm in the projects listed in the schedule (Appendix E) 	Stage 5: Contract Administration and Inspection	Stage 5: Works		Stage 6: Handover	Stage 6: Close-out	Stage 7 Close-out
Stage 5: Contract Administration and Inspection	Stage 5: Works						
	Stage 6: Handover						
Stage 6: Close-out	Stage 7 Close-out						
3	<p>Details of the key Registered Professional to be assigned to this project – the professional must be able to demonstrate the Electrical Engineering experience and must have a minimum of five years experience.</p> <p>Documentary proof required:</p> <ul style="list-style-type: none"> a) Organogram with details & role of the lead Registered Professional who will be allocated to this project b) CV with a minimum of 3 traceable references. c) Certified copies of engineering qualifications not older than 3 months. d) Professional Registration certificate with the relevant council. Note: The validity of Professional Registration will also be verified with the relevant councils. 						

1.2.7 Mechanical Engineer

No.	Mandatory Technical Criteria Description
1.	<p>Proof of confirmation of Professional Indemnity Insurance with minimum value of R3 000 000.00 or more.</p> <p>Documentary proof required:</p> <ul style="list-style-type: none"> a) An original signed verifiable letter or certified copy of the original letter of confirmation of Professional Indemnity Insurance in the insurance company's letterhead. The letter must be from a registered Financial Services Provider.
2.	<p>Schedule of projects undertaken and successfully completed by the firm in the past seven (7) years. Your appointment scope of work must as a minimum include Stages 2 to 6 with respect</p>

No.	Mandatory Technical Criteria Description													
	<p>to the ECSA¹³ scope of services or Stage 2 to 7 with respect to the FIDPM¹⁴ i.e., your scope of appointment as a minimum must include:</p> <table border="1" data-bbox="400 344 1430 752"> <thead> <tr> <th>ECSA</th><th>FIDPM</th></tr> </thead> <tbody> <tr> <td>Stage 2: Concept and Viability</td><td>Stage 2: Concept</td></tr> <tr> <td>Stage 3: Design Development</td><td>Stage 3: Design Development</td></tr> <tr> <td>Stage 4: Documentation and Procurement</td><td>Stage 4: Design Documentation</td></tr> <tr> <td rowspan="2">Stage 5: Contract Administration and Inspection</td><td>Stage 5: Works</td></tr> <tr> <td>Stage 6: Handover</td></tr> <tr> <td>Stage 6: Close-out</td><td>Stage 7 Close-out</td></tr> </tbody> </table> <p>Documentary proof required:</p> <ul style="list-style-type: none"> e) Schedule of previous work (minimum of two projects) completed in the past seven (7) years in general building construction projects (7GB or above). f) Letters of appointment. g) Practical completion certificates h) Reference letter(s) confirming the involvement of the firm in the projects listed in the schedule (Appendix E). 	ECSA	FIDPM	Stage 2: Concept and Viability	Stage 2: Concept	Stage 3: Design Development	Stage 3: Design Development	Stage 4: Documentation and Procurement	Stage 4: Design Documentation	Stage 5: Contract Administration and Inspection	Stage 5: Works	Stage 6: Handover	Stage 6: Close-out	Stage 7 Close-out
ECSA	FIDPM													
Stage 2: Concept and Viability	Stage 2: Concept													
Stage 3: Design Development	Stage 3: Design Development													
Stage 4: Documentation and Procurement	Stage 4: Design Documentation													
Stage 5: Contract Administration and Inspection	Stage 5: Works													
	Stage 6: Handover													
Stage 6: Close-out	Stage 7 Close-out													
3	<p>Details of the key Registered Professional to be assigned to this project – the professional must be able to demonstrate the Mechanical Engineering experience and must have a minimum of five years experience.</p> <p>Documentary proof required:</p> <ul style="list-style-type: none"> a) Organogram with details & role of the lead Registered Professional who will be allocated to this project b) CV with a minimum of 3 traceable references. c) Certified copies of engineering qualifications not older than 3 months. d) Professional Registration certificate with the relevant council. Note: The validity of Professional Registration will also be verified with the relevant councils. 													

¹³ ECSA: Engineering Council of South Africa

¹⁴ FIDPM: Framework for infrastructure delivery and procurement management

1.3 Phase 3: Price and Preference

a) Price (discount offered) and Specific Goals

b) Evaluating using the Point System of 80/20 (Price and Specific Goals)

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

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	Applicable or Not Applicable	Number of points allocated (80/20 system) (To be completed by the organ of state)
Ownership by Black People. Documentary Proof Required: 1) EME or QSE Sworn Affidavit; signed and dated by Commissioner of Oaths.	Applicable	10
Promotion of enterprises located in eThekweni Metropolitan Municipality for work to be done or services to be rendered. Documentary Proof Required: 1) Proof of Municipal Account depicting Physical Address of the business, which is less than 3 months old. or 2) Lease Agreement. OR 3) Original or certified copy of letter from Ward Councillor, which is less than 3 months old.	Applicable	10

NB The following special conditions are applicable to the evaluation of this quotation/bid:

- The Department reserves the right not to award to the lowest bidder.

2 Downloading of Bid Documents

Tender documents may be downloaded from the Departmental Website:

<https://www.kznworks.gov.za/> or collected at no cost prior to the starting time of pretender briefing meeting.

DESCRIPTION: THE APPOINTMENT OF A MULTI-DISCIPLINARY ENTITY FOR KZN DEPARTMENT OF HEALTH: TO PROVIDE AN ARCHITECT (PRINCIPAL

**AGENT), QUANTITY SURVEYOR, CONSTRUCTION HEALTH & SAFETY
AGENT, ELECTRICAL ENGINEER, MECHANICAL ENGINEER, CIVIL AND
STRUCTURAL ENGINEER FOR GENERAL JUSTICE GIZENGA MPANZA
REGIONAL HOSPITAL: MODIFICATIONS TO THE OLD MATERNITY UNIT**

WIMS NUMBER: 077440

CLOSING DATE: Refer to Advert

CLOSING TIME: Refer to Advert

COMPULSORY BRIEFING SESSION: NO

DATE: N/A

TIME: N/A

VENUE: N/A

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Department: KwaZulu-Natal Department of Public Works

Contact Person: Mrs Matu Khumalo

Tel: 063 687 6593

E-mail Address: matu.khumalo@kznworks.gov.za

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Department: KwaZulu-Natal Department of Public Works

Contact Person: Miss Shwetha Ramdeen

Tel: 066 305 2812

E-mail Address: shwetha.ramdeen@kznworks.gov.za

NB: Telegraphic, telephonic, telex, facsimile, e-mail and late Tender Proposals will not be accepted.

KWAZULU-NATAL PROVINCIAL GOVERNMENT BIDDING FORMS

PART A	INVITATION TO BID (SBD 1)	13-14
PART B	TERMS AND CONDITIONS FOR BIDDING (SBD 1)	15
SECTION A	SPECIAL INSTRUCTIONS REGARDING COMPLETION OF BID	16
SECTION B	REGISTRATION ON CENTRAL SUPPLIERS DATABASE	17
SECTION C	DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE IS CORRECT AND UP TO DATE	18
SECTION D	OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE	19
SECTION E	BIDDER'S DISCLOSURE (SBD 4)	20-22
SECTION F	FORM OF OFFER AND ACCEPTANCE	23-26
SECTION G	PREFERENCE POINTS CLAIM FORM (SBD 6.1)	27-37
SECTION H	GENERAL CONDITIONS OF CONTRACT	38-45
SECTION I	SPECIAL CONDITIONS OF CONTRACT	46
SECTION J	TAX COMPLIANCE STATUS	47
SECTION K	AUTHORITY TO SIGN A BID	48-51
SECTION L	TERMS OF REFERENCE / DETAILED SPECIFICATION	52-74
APPENDIX A	BID PRO-FORMA	75-82
APPENDIX B	SUMMARY OF PROFESSIONAL FEES	83
APPENDIX C	CHECKLIST OF RETURNABLE DOCUMENTS	84
APPENDIX D	CONTRACT DATA & PRICING DATA	85-96
APPENDIX E	FORMAT FOR TRACEABLE REFERENCE LETTERS	97-98
APPENDIX F	PROJECT BRIEF	99

PART A INVITATION TO TENDER

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE KZN DEPARTMENT OF PUBLIC WORKS					
BID NUMBER:	WIMS 077440	CLOSING DATE:	TBC	CLOSING TIME:	TBC
DESCRIPTION	KZN DEPARTMENT OF HEALTH: THE APPOINTMENT OF A MULTI-DISCIPLINARY ENTITY TO PROVIDE AN ARCHITECT (PRINCIPAL AGENT), QUANTITY SURVEYOR, CONSTRUCTION HEALTH & SAFETY AGENT, ELECTRICAL ENGINEER, MECHANICAL ENGINEER, CIVIL AND STRUCTURAL ENGINEER FOR GENERAL JUSTICE GIZENGA MPANZA REGIONAL HOSPITAL: MODIFICATIONS TO THE OLD MATERNITY UNIT				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
KZN DEPARTMENT OF PUBLIC WORKS: ETHEKWINI REGIONAL OFFICE					
455A KING CETSHWAYO HIGHWAY					
DURBAN					
4091					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mrs Matu Khumalo		CONTACT PERSON	Miss Shwetha Ramdeen	
TELEPHONE NUMBER	063 687 6593		TELEPHONE NUMBER	066 305 2812	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	matu.khumalo@kznworks.gov.za		E-MAIL ADDRESS	shwetha.ramdeen@kznworks.gov.za	
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					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA

B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[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 THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS			
<p>IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.</p>			

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
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, 2022, 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).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA .
2.3 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.4 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.5 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 A
SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE
COMPLETION OF BIDDING FORMS

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and vice 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. Bids submitted must be complete in all respects.
5. Bids 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 bid number written on the envelope.
8. A specific box is provided for the receipt of bids, 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 bid 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. Bidding 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 initialled.
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.
17. Bidder must initial each and every page of the bid document.

SECTION B

REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

1. In terms of the National Treasury Instruction Note, all suppliers of goods and services to the State are required to register on the Central Suppliers Database.
2. Prospective suppliers should self-register on the CSD website www.csd.gov.za
3. If a business is registered on the Database and it is found subsequently that false or incorrect information has been supplied, then the Department may, without prejudice to any other legal rights or remedies it may have:
 - 3.1 Cancel a bid or a contract awarded to such supplier, and the supplier would become liable for any damages if a less favourable bid is accepted, or less favourable arrangements are made.
 - 3.2 The same principles as set out in paragraph 3 above are applicable should the supplier fail to request updating of its information on the Central Suppliers Database, relating to changed particulars or circumstances.

IF THE SUPPLIER IS NOT REGISTERED AT THE CLOSING TIME OF BID, THE SUPPLIER WILL BE DISQUALIFIED AT THE BID EVALUATION PROCESS.

SECTION C
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/authorized representative), WHO
REPRESENTS (state name of bidder) CSD Registration
Number.....

AM AWARE OF THE CONTENTS OF THE CENTRAL SUPPLIER 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 BID.

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

.....
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

DATE:

SECTION D

Applicable		Not Applicable	X
------------	--	----------------	----------

OFFICIAL BRIEFING SESSION / SITE INSPECTION CERTIFICATE

Bid No.: **WIMS: 077440** **ZNT: 05376W**

Service: THE APPOINTMENT OF A MULTI-DISCIPLINARY ENTITY FOR KZN DEPARTMENT OF HEALTH: TO PROVIDE AN ARCHITECT (PRINCIPAL AGENT) , QUANTITY SURVEYOR, CONSTRUCTION HEALTH & SAFETY AGENT, ELECTRICAL ENGINEER, MECHANICAL ENGINEER, CIVIL AND STRUCTURAL ENGINEER FOR GENERAL JUSTICE GIZENGA MPANZA REGIONAL HOSPITAL: MODIFICATIONS TO THE OLD MATERNITY UNIT

Date: N/A

Time: N/A

Venue: N/A

This is to certify that (bidder's representative name) _____

On behalf of (company name) _____

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 Authorized Representative

(PRINT NAME)

DATE: ____/____/____

Name of Departmental or Public Entity Representative

(PRINT NAME)

Departmental Stamp with Signature

SECTION E

BIDDER'S DISCLOSURE

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.

BIDDER'S DECLARATION

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹⁵ 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**

¹⁵ 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.

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

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

DECLARATION

3. 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 consortium¹⁶ 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.

¹⁶ 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.

- 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.

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 F
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:

**WIMS 077440: THE APPOINTMENT OF A MULTI-DISCIPLINARY ENTITY FOR KZN
DEPARTMENT OF HEALTH: TO PROVIDE AN ARCHITECT (PRINCIPAL AGENT)
, QUANTITY SURVEYOR, CONSTRUCTION HEALTH & SAFETY AGENT,
ELECTRICAL ENGINEER, MECHANICAL ENGINEER, CIVIL AND STRUCTURAL
ENGINEER FOR GENERAL JUSTICE GIZENGA MPANZA REGIONAL HOSPITAL:
MODIFICATIONS TO THE OLD MATERNITY UNIT**

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)**

..... **Rands (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:

<p>Represented herein, and who is duly authorised to do so, by:</p> <p>Mr/Mrs/Ms:</p> <p>.....</p> <p>In his/her capacity as:</p> <p>.....</p>	<p>Note:</p> <p>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.</p>
--	--

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 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 Section C 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

Name of Organisation:	KZN Department of Public Works
Address of Organisation:	455A King Cetshwayo Highway, Mayville, Durban

Witnessed by:

Name of Witness	Signature	Date

SECTION G

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

- 1.1.1 the 80/20 system for requirements with a Rand value of up to R 50 000 000 (all applicable taxes included); and
- 1.1.2 the 90/10 system for requirements with a Rand value above R 50 000 000 (all applicable taxes included)

1.2 To be completed by the organ of state

- (a) The applicable preference point system for this tender is the **80/20** preference point system.
- (b) **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
TOTAL POINTS FOR PRICE AND SPECIFIC GOALS	100

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1 POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) & \mathbf{or} & P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) \end{array}$$

Where:

- P_s = Points scored for price of tender under consideration
- P_t = Price of tender under consideration
- P_{min} = 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:

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) & \mathbf{or} & P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \end{array}$$

Where:

- P_s = Points scored for price of tender under consideration
- P_t = Price of tender under consideration
- P_{min} = 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	Applicable or Not Applicable	Number of points allocated (80/20 system) (To be completed by the organ of state)
Ownership by Black People. Documentary Proof Required: 1) EME or QSE Sworn Affidavit; signed and dated by Commissioner of Oaths.	Applicable	10
Promotion of enterprises located in eThekweni Metropolitan Municipality for work to be done or services to be rendered. Documentary Proof Required: 1) Proof of Municipal Account depicting Physical Address of the business, which is less than 3 months old. or 2) Lease Agreement. OR	Applicable	10

3) Original or certified copy of letter from Ward Councillor, which is less than 3 months old.		
--	--	--

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3 Name of company/firm

4.4 Company registration number

4.5 TYPE OF COMPANY / FIRM

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

[TICK APPLICABLE BOX]

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

- (i) the information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- (iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only

- the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

	SIGNATURE(S) OF TENDERER(S)
SURNAME AND NAME:
DATE:
ADDRESS:

EME'S AND QSE'S MUST COMPLETE THE FOLLOWING APPLICABLE AFFIDAVIT FORM TO CLAIM PREFERENCE POINTS

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE

I, the undersigned,

Full Name & Surname	
Identity Number	

Hereby declare under oath as follows:

The contents of this statement are to the best of my knowledge a true reflection of the facts.

I am a member / director / owner of the following enterprise and am duly authorized to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of “Black People”	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians – who are citizens of the Republic of South Africa by birth or descent;</p> <p>or</p> <p>who became citizens of the Republic of South Africa by naturalization</p> <ul style="list-style-type: none"> - before 27 April 1994; or - on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;”
Definition of “Black Designated Groups”	<p>“Black Designated Groups means:</p> <p>Unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;</p> <p>Black people who are youth as defined in the National Youth Commission Act of 1996;</p> <p>Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act;</p> <p>Black people living in rural and underdeveloped areas;</p> <p>Black military veterans who qualify to be called a military veteran in terms of the Military Veterans Act 18 of 2011;”</p>

I hereby declare under Oath that:

The Enterprise is _____ % Black Owned as per Amended Code Series 100 of the amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as amended by Act No 46 of 2013,

The Enterprise is _____ % Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

The Enterprise is _____ % Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

Black Designated Group Owned % Breakdown as per the definition stated above:

Black Youth % = _____ %

Black Disabled % = _____ %

Black Unemployed % = _____ %

Black People living in Rural areas % = _____ %

Black Military Veterans % = _____ %

Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was R10,000,000.00 (Ten Million Rands) or less,

Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At least 51% Black Owned	Level Two (125% B-BBEE procurement recognition level)	
Less than 51% Black	Level Four (100% B-BBEE procurement recognition level)	

I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise, which I represent in this matter.

The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: ____ / ____ / ____

Stamp

Signature of Commissioner of Oaths

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE

I, the undersigned,

Full Name and Surname:	
Identity Number:	

Hereby declare under oath as follows:

The contents of this statement are to the best of my knowledge a true reflection of the facts.

I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of “Black People”	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians – who are citizens of the Republic of South Africa by birth or descent; or who became citizens of the Republic of South Africa by naturalization <ul style="list-style-type: none">- before 27 April 1994; or- on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;”
Definition of “Black Designated Groups”	“Black Designated Groups means: Unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; Black people who are youth as defined in the National Youth Commission Act of 1996; Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; Black people living in rural and underdeveloped areas; Black military veterans who qualify to be called a military veteran in terms of the Military Veterans Act 18 of 2011;”

I hereby declare under Oath that:

The Enterprise is _____ % Black Owned as per Amended Code Series 100 of the amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as amended by Act No 46 of 2013,

The Enterprise is _____ % Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

The Enterprise is _____ % Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

Black Designated Group Owned % Breakdown as per the definition stated above:

Black Youth % = _____ %

Black Disabled % = _____ %

Black Unemployed % = _____ %

Black People living in Rural areas % = _____ %

Black Military Veterans % = _____ %

Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was between

R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),

Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At least 51% Black Owned	Level Two (125% B-BBEE procurement recognition level)	

I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise, which I represent in this matter.

The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: ____ / ____ / _____

Stamp

Signature of Commissioner of Oaths

CONTRACT FORM - RENDERING OF SERVICES

APPLICABLE	X	NOT APPLICABLE	
------------	---	----------------	--

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution) in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Proof of tax compliance status;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations 2022;
 - Bidder's Disclosure form;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT):

CAPACITY:

SIGNATURE:

NAME OF FIRM:

DATE:

WITNESSES

1.

2.

DATE:

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I in my capacity as accept your bid under reference number dated for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATES

4. I confirm that I am duly authorised to sign this contract.

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

--

WITNESSES

1.

2.

DATE

SECTION H

GENERAL CONDITIONS OF CONTRACT

1. Definitions

The following terms shall be interpreted as indicated:

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

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

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

“Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

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

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

“Day” means calendar day.

“Delivery” means delivery in compliance of the conditions of the contract or order.

“Delivery ex stock” means immediate delivery directly from stock actually on hand.

“Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

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

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

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

“GCC” means the General Conditions of Contract.

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

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

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

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

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

“Project site”, where applicable, means the place indicated in bidding documents.

“Purchaser” means the organization purchasing the goods.

“Republic” means the Republic of South Africa.

“SCC” means the Special Conditions of Contract.

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

“Written” or **“in writing”** means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

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

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

6. Patent rights

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

7. Performance security

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

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

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

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

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

8. Inspections, tests and analyses

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

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

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

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

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

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

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

- performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- furnishing of tools required for assembly and/or maintenance of the supplied goods;
- furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

- such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- in the event of termination of production of the spare parts:
 - Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if request

15. Warranty

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

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

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

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

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

16. Payment

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

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

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

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

- if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- if the Supplier fails to perform any other obligation(s) under the contract; or
- if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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

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

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

- the name and address of the supplier and / or person restricted by the purchaser;
- the date of commencement of the restriction
- the period of restriction; and
- the reasons for the restriction.

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

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

Anti-dumping and countervailing duties and rights

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

in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

24. Force Majeure

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

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

25. Termination for insolvency

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

26. Settlement of Disputes

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

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

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

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

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

- the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- the purchaser shall pay the supplier any monies due the supplier.

27. Limitation of liability

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

- the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

28. Governing language

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

29. Applicable law

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

30. Notices

Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

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

31. Taxes and duties

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

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

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

32. National Industrial Participation (NIP) Programme

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

33. Prohibition of Restrictive practices

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

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

SECTION I

SPECIAL CONDITIONS

This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2022; the General Conditions of Contract (GCC) and the following applicable other Special Conditions of Contract.

1. Supplier must be registered on CSD to be awarded.
2. Supplier must deliver as per the specification provided.
3. Should bidders not quote for all items, they will be considered as being non-responsive.
4. The total quotation price must be inclusive of the cost of the supply, delivery.
5. The Department reserves the right not to award to the lowest bidder.
6. The Department reserves the right to conduct a detailed risk assessment prior to the award.
7. The offers must remain valid for a period of 120 days from the closing date of the submission of bids.
8. The form of contract applicable for this bid is the Standard Professional Services Contract.

SECTION J

TAX COMPLIANCE STATUS

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.
7. Tax Clearance Certificates may be printed via e-filing. In order to use this provision, taxpayers will need to register with SARS as e-Filers through the website 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 K
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 authorised to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and /or contract on behalf of

.....
SIGNATURE
(PRINT NAME)

.....
SIGNATURE
(PRINT NAME)

.....
SIGNATURE
(PRINT NAME)

.....
DATE

.....
DATE

.....
DATE

D. CLOSE CORPORATION

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

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

SIGNED ON BEHALF OF CLOSE CORPORATION:
(PRINT NAME)

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

SIGNATURE OF SIGNATORY:

WITNESSES: 1.

2.

E. CO-OPERATIVE

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

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

SIGNATURE OF AUTHORISED REPRESENTATIVE / SIGNATORY:
(PRINT NAME)

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

SIGNED ON BEHALF OF CO-OPERATIVE:

NAME IN BLOCK LETTERS:

WITNESSES: 1.
2.

F. JOINT VENTURE

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

AUTHORITY TO SIGN ON BEHALF OF THE JOINT VENTURE

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

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

Mr/Mrs/Miss.....and Mr/Mrs/Miss.....

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

(Name of Joint Venture)

IN HIS/HER CAPACITY AS:

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

SIGNATURE: **DATE:**

IN HIS/HER CAPACITY AS:

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

SIGNATURE: **DATE:**

IN HIS/HER CAPACITY AS:

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

SIGNATURE: **DATE:**

IN HIS/HER CAPACITY AS:

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

SIGNATURE: **DATE:**

G. CONSORTIUM

If a bidder is a consortium, a certified copy of the resolution/agreement passed/reached signed by the duly authorized 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 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 Consortium)

IN HIS/HER CAPACITY AS:

SIGNATURE: **DATE:**

SIGNED ON BEHALF OF (CONSORTIUM NAME):
(PRINT NAME)

SECTION L

TERMS OF REFERENCE

1.	BACKGROUND
1.1	<p>The General Justice Gizenga Mpanza Regional Hospital has shifted its focus to the care of respiratory diseases, such as TB wards that were previously accommodated in Parkhomes and Paediatric care. Also included in the Parkhomes are MMC, Urology and Occupational Therapy which will also be relocated in this project.</p> <p>The upgrade to the kitchen has been a long-standing matter, with the increase in patient numbers placing a great strain on the already fragile kitchen facility. Therefore, with the re-location of the workshops in the Bulk Store, Archives and Fencing project, there is the opportunity to renovate this building for a more suitable function.</p> <p>The long-term masterplan of the Hospital does not include the construction of a new Mother's Lodge. Therefore, it is recommended that the existing Mothers Lodge is refurbished to meet current standards.</p>
1.2	<p>Site</p> <p>The site is located at 23A King Shaka Street, KwaDukuza.</p>
2	PURPOSE
2.1	<p>The Department is seeking bids from experienced and skilled Registered Professional firms to provide services at Department of Health: General Justice Gizenga Mpanza Regional Hospital for modifications to the old maternity unit.</p> <p>The Registered Professionals will be appointed for stages 2 – 6 as per the guideline scope of services on Government Gazette applicable to their profession. The Department is to invite bids from an entity who has the relevant capacity and expertise to provide professional services at General Justice Gizenga Mpanza Regional Hospital: Modifications to the old maternity unit.</p>
3	SCOPE OF WORK
3.1	<ul style="list-style-type: none"> o Co-ordination of all required design components and buildings in accordance with the Master plan o External Works design and co-ordination of hospital planning reconfiguration such access roads, entrances, relocation, landscaping and demolitions as required for the areas of intervention o Site fire compliance for the Hospital. o The areas of intervention are as follows: <ul style="list-style-type: none"> • RENOVATE GYNAE AND POST NATAL WARDS TO ACCOMMODATE MALE AND FEMALE TB WARDS <ul style="list-style-type: none"> o Renovate all existing ablutions o Replace asbestos roof o Replace floor finish o Renovate ward to accommodate maternity patients and include service spaces. • PAEDIATRIC SURGICAL WARD: Renovate the existing gynae ward to accommodate a complaint pediatric surgical ward. • RARU UNIT:

	<p>Convert area at ambulance emergency entry to accommodate for 4-6 x patient holding beds, 1x anteroom adjoining Assessment/treatment room- Design not to impede on ambulance flow. RARU unit to remain as permanent structure.</p> <ul style="list-style-type: none"> KITCHEN: Workshop building to be converted to new kitchen. Kitchen to be located from the current position at the staff residences. New Workshop to be constructed as per Bulk Store, Archives and Fencing Project. Additional building area to be added to be complaint. OT, MMC, UROLOGY: These services are currently operating from Parkhomes. It is required that all parkhomes are vacated and that this space is used more effectively. It is proposed that these services are relocated to a new position as indicated, with donor Parkhome relocated to new position. REFURBISHMENT OF MOTHERS LODGE: This was originally a pediatric ward which was converted to a Mothers Lodge 20 years ago. The infrastructure has not been well maintained and does not meet the standards for a Mother's Lodge. Therefore, this space is to be upgraded. 																
4.	DELIVERABLES																
4.1	<p>Detailed deliverables from the consultants are as per the schedule of relevant Government Gazettes in Table 1 below. Consultants are required to undertake the project through all stages, as per the respective government gazettes and Departmental conditions of appointment of consultants.</p> <p style="text-align: center;">Table 1</p> <table border="1"> <thead> <tr> <th>Discipline</th><th>Applicable Gazette</th></tr> </thead> <tbody> <tr> <td>Registered Professional Architect</td><td>Gazette No. 51352 Board Notice 672 of 2024</td></tr> <tr> <td>Registered Professional Quantity Surveyor</td><td>Gazette No. 52152 Board Notice 741 of 2025</td></tr> <tr> <td>Registered Professional Construction Health & Safety Agent</td><td>Gazette No. 42697 Board Notice 167 of 2019</td></tr> <tr> <td>Registered Professional Electrical Engineer</td><td>Gazette No. 52691 Board Notice 783 of 2025</td></tr> <tr> <td>Registered Professional Mechanical Engineer</td><td>Gazette No. 52691 Board Notice 783 of 2025</td></tr> <tr> <td>Registered Professional Civil Engineer</td><td>Gazette No. 52691 Board Notice 783 of 2025</td></tr> <tr> <td>Registered Professional Structural Engineer</td><td>Gazette No. 52691 Board Notice 783 of 2025</td></tr> </tbody> </table> <p>The multi-disciplinary entity is to provide a full team of the following experienced and skilled professional consultants</p> <ul style="list-style-type: none"> - Registered Professional Architect and Principal Agent- PrArch - Registered Professional Quantity Surveyor – PrQS - Registered Construction Health & Safety Agent – PrCHSA - Registered Professional Civil Engineer – PrEng - Registered Professional Structural Engineer- PrEng - Registered Professional Electrical Engineer – PrEng - Registered Professional Mechanical Engineer – PrEng 	Discipline	Applicable Gazette	Registered Professional Architect	Gazette No. 51352 Board Notice 672 of 2024	Registered Professional Quantity Surveyor	Gazette No. 52152 Board Notice 741 of 2025	Registered Professional Construction Health & Safety Agent	Gazette No. 42697 Board Notice 167 of 2019	Registered Professional Electrical Engineer	Gazette No. 52691 Board Notice 783 of 2025	Registered Professional Mechanical Engineer	Gazette No. 52691 Board Notice 783 of 2025	Registered Professional Civil Engineer	Gazette No. 52691 Board Notice 783 of 2025	Registered Professional Structural Engineer	Gazette No. 52691 Board Notice 783 of 2025
Discipline	Applicable Gazette																
Registered Professional Architect	Gazette No. 51352 Board Notice 672 of 2024																
Registered Professional Quantity Surveyor	Gazette No. 52152 Board Notice 741 of 2025																
Registered Professional Construction Health & Safety Agent	Gazette No. 42697 Board Notice 167 of 2019																
Registered Professional Electrical Engineer	Gazette No. 52691 Board Notice 783 of 2025																
Registered Professional Mechanical Engineer	Gazette No. 52691 Board Notice 783 of 2025																
Registered Professional Civil Engineer	Gazette No. 52691 Board Notice 783 of 2025																
Registered Professional Structural Engineer	Gazette No. 52691 Board Notice 783 of 2025																

	<p>The services required for the full rollout are inclusive of stages 2-6 in sequential order as detailed in the relevant gazette contained in Table 1 of this section whilst also in concordance with the FIDPM stages. Each stage to obtain approval from IPAC before proceeding with the next.</p> <p>THE REQUESTED DISCIPLINES WILL PROVIDE THE SERVICES AS STATED HEREIN ABOVE NOT WITHSTANDING THE STANDARD SERVICES AS SET OUT IN THEIR RESPECTIVE GAZETTES</p>																
5.	STAGE APPROVALS																
5.1	<p>Departmental projects are subject to Stage approvals in terms of IDMS. Completion of each stage will therefore be confirmed by approval from the Department's Infrastructure Projects Approval Committee (IPAC). A copy of IPAC Terms of Reference and Procedures will be forwarded on request.</p> <p>Department of Health projects may be further subjected to approval at DOH Health Infrastructure Approval Committee (HIAC). A copy of HIAC Terms of Reference and Procedures will be forwarded on request</p>																
6.	FEE STRUCTURE																
6.1	The Consultants will be remunerated using the appropriate fee guideline as listed in Table 1 of 4.1																
6.2	The estimated total construction cost for the project is R 45 480 091. 68 including VAT																
6.3	<p>For fee value structure allow for the following percentages:</p> <table border="1"> <caption>Table 2</caption> <thead> <tr> <th>Discipline</th><th>% time with Documentation + % on site</th></tr> </thead> <tbody> <tr> <td>Architect</td><td>100%</td></tr> <tr> <td>Quantity Surveyor</td><td>100%</td></tr> <tr> <td>Construction Health & Safety Agent</td><td>100%</td></tr> <tr> <td>Electrical Engineer</td><td>100%</td></tr> <tr> <td>Mechanical Engineer</td><td>100%</td></tr> <tr> <td>Civil</td><td>100%</td></tr> <tr> <td>Structural Engineer</td><td>100%</td></tr> </tbody> </table>	Discipline	% time with Documentation + % on site	Architect	100%	Quantity Surveyor	100%	Construction Health & Safety Agent	100%	Electrical Engineer	100%	Mechanical Engineer	100%	Civil	100%	Structural Engineer	100%
Discipline	% time with Documentation + % on site																
Architect	100%																
Quantity Surveyor	100%																
Construction Health & Safety Agent	100%																
Electrical Engineer	100%																
Mechanical Engineer	100%																
Civil	100%																
Structural Engineer	100%																
6.4	Your quote is to be based upon the relevant Guidelines for tariff (as per 6.1 above), less percentage discount.																
6.5	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.																
6.6	You are requested to submit your bid using the specified Basis of Appointment 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.																
7.	CONDITIONS OF APPOINTMENT																
7.1	The appointed entity will be working with other appointed professionals who are responsible for Architectural, Quantity Surveying, Construction Health & Safety Agent, Civil Engineering and Structural Engineering, Electrical Engineering and Mechanical services. 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 outsourced, a contract or agreement between both parties is to be submitted.
7.2	You 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.
7.3	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
7.4	Your detailed organogram is to provide details of the various professionals. Registered Professional Architect (PrArch), Registered Professional Quantity Surveyor (PrQS), Registered Professional Construction Health & Safety Agent (PrCHSA), Registered Professional Civil Engineer (PrEng), Registered Professional Electrical Engineer (PrEng), Registered Professional Mechanical Engineer (PrEng), Registered Professional Structural Engineer (PrEng) who will be dedicated to this project. Approval must be made in writing to the Department for any replacement of the designated professional/s.
7.5	Appointment will be as per Departmental Standard Conditions of Appointment for the respective Discipline.
7.6	The estimated project construction duration is 18 Months

THE REQUESTED DISCIPLINES WILL PROVIDE THE SERVICES AS STATED BELOW NOT WITHSTANDING THE STANDARD SERVICES AS SET OUT IN THEIR RESPECTIVE GAZETTES:

ARCHITECT – PRINCIPAL AGENT

The Architect will be expected to lead the design team as the Principal Agent. All co-ordination of information and reporting to the client will be the responsibility of the Principal Agent who will report to the Department of Public Works Project Leader.

This appointment will be done in terms of the Department's Conditions and Procedures under which Consultant Architects in Private Practice are Commissioned (January 2003 Version) a copy of which will be forwarded on request.

The minimum standard services the architect will be expected to deliver which are as per Government Gazette No: 51352 BN 672 of 2024 are:

Stage 2: Concept and viability (Concept design)

- a) Prepare an initial design concept and advise on;
 - i) The intended space provisions and planning relationships
 - ii) Proposed materials and intended building services; and
 - iii) The technical and functional characteristics of the design.
- b) Check for conformity of the concept with the rights to the use of the land.
- c) Consult with local and statutory authorities.
- d) Review the anticipated costs of the project
- e) Review the project programme

Stage 3: Design Development

- a) Develop all aspects of the design from client approved concept design to full development including, but not limited to, construction systems, materials, fittings and finishes selections;
- b) Review the programme and budget with the client, principal consultant or other consultants;
- c) Coordinate other consultants designs into building design;
- d) Prepare design development drawings including drafting technical details and material specifications;
- e) Discuss and agree on the building plan application and approval requirements with the local authority

Stage 4: Documentation and procurement

Stage 4.1

- a) Prepare documentation required for local authority building plan application submission;
- b) Co-ordinate technical documentation with the consultants and complete primary co-ordination sufficient to support building plan submission;
- c) Review the costing and programme with the consultants;
- d) Obtain the client's authority, and submit documents for approval at the local authority.

Stage 4.2

- a) Prepare specifications for the works;
- b) Complete technical documentation sufficient for tender ;
- c) Obtain offers for the execution of the works (where required);
- d) Evaluate offers, and recommend a successful tenderer for appointment (where required);
- e) Prepare the contract documentation and arrange the signing of the building contract by the client and the successful tenderer;
- f) Complete all remaining technical and construction documentation and coordinate same with the consultants;

Stage 5: Construction

- a) Administer the building contract:
- b) Give possession of the site to the contractor (where required)
- c) Issue construction documentation;
- d) Review sub-contractor designs, shop drawings and documentation for conformity of design intent;
- e) Inspect the works for conformity with the contract documentation and acceptable quality in terms of the industry standards as well as client's standards (IUSS);
- f) Administer and perform the duties and obligations assigned to the principal agent in the building contract;
- g) Manage the completion process of the project;
- h) Assist the client in obtaining the required documentation necessary for the client to obtain the occupation certificate.

Stage 6: Close-out

- a) Facilitate the project close-out including the collation of the necessary documentation to effect completion, handover and operational manual of the project.
- b) When the contractor's obligations with respect to the building contract have been fulfilled, the architectural professional shall issue the certificates related to the contract completion (where required)
- c) Provide the client with construction record documentation and the relevant technical and contractual undertakings by the contractor and sub-contractors.

QUANTITY SURVEYOR

The recommended services below are the minimum, but are not limited to, for the successful and complete finalization of the project (services to be provided are in accordance with Government Gazette No.52152 BN 741 of 2025, the below listed Recommended Services and Client Specific deliverables):

Stage 2: Concept and viability (Concept design)

- a) Consolidate with the principal agent on the documentation program
- b) Attend design and consultant meetings
- c) Review and provide input on design concepts and viability of projects
- d) Acquiring cost estimates from consultant team
- e) Preparing cost estimates
- f) Assist client on preparing financial feasibility

Stage 3: Design Development

- a) Review documentation program
- b) Attend design and consultant meetings
- c) Evaluate design and advise on cost control
- d) Review of financial feasibility
- e) Prepare detailed cost estimates

Stage 4: Documentation and procurement

- a) Attend consultant and design meetings
- b) Assist and advise PA on formulation of procurement method of contractors and subcontractors
- c) Review working drawings to comply with construction budget
- d) Prepare contract documentation for contractor and subcontractors
- e) Calling on tenders and negotiating prices
- f) Financial evaluation of tenders received
- g) Prepare contract documentation for client signature

Stage 5: Construction

- a) Attend site handover
- b) Prepare cash flow predictions
- c) Prepare estimates for variations
- d) Attend site, progress and technical meetings on and off site
- e) Resolving financial claims from contractors
- f) Assist with resolution of contractual claims

- g) Prepare and update cost reports for cost control
- h) Prepare payment certificates for monthly payments
- i) Prepare draft and progressive final accounts

Stage 6: Close-out

- a) Prepare monthly payment certificates
- b) Conclude and finalise final accounts

CONSTRUCTION HEALTH & SAFETY AGENT

The recommended services below are the minimum, but are not limited to, for the successful and complete finalization of the project (services to be provided are in accordance with Government Gazette No. 42697 BN. 167 of 2019, the below listed Recommended Services and Client Specific deliverables):

STAGE 2 – CONCEPT AND FEASIBILITY

Definition Finalisation of the project concept and feasibility.

Amended Standard Services Pertaining to this Contract

- Agree the documentation programme with the principal consultant and other consultants
- Review and evaluate design concepts and advise on construction project health and safety in conjunction with the other consultants
- Review, update and agree the construction project health and safety risk profile and prepare the construction health and safety policy for the construction project
- Monitor the implementation of the appropriate specialists health and safety plans, including periodic audits
- Agree the format and procedures for health, safety and hygiene construction project control
- Advise and agree with the other consultants regarding their construction project health and safety requirements and related design risk management responsibilities

STAGE 3 – DESIGN DEVELOPMENT

- Review the documentation programme with the principal consultant and the other consultants
- Monitor the integration of health and safety aspects for constructability, maintainability and operation ability of the structure during the design process and finalise the construction project baseline risk assessment
- Monitor the implementation of necessary construction health and safety plans, including periodic audits for early works
- Assist the cost consultant with detailed information for initial construction project health and safety cost estimates/budgets

STAGE 4 - TENDER DOCUMENTATION AND PROCUREMENT

- Assist in developing a clear construction project health and safety procurement process
- Finalise construction project tender health and safety specifications and integrate with procurement documentation
- Provide and record construction project health, safety, hygiene and design risk information to the principal consultant and other consultants
- Prepare construction project health and safety documentation for submission to authorities

STAGE 5 - CONSTRUCTION DOCUMENTATION AND MANAGEMENT

- Assess, discuss, negotiate and approve the contractor(s) construction project health and safety plans
- Submit necessary construction health and safety documentation to authorities and facilitate permits that may be required to commence the construction work
- Attend site handover meetings and lead construction project health and safety mobilisation and access plans
- Attend regular site, technical and progress meetings
- Prepare revised construction project health and safety risk profile, specifications and cost estimates/budgets where there is scope of work changes
- Monitor the implementation of the construction project health and safety plans in accordance with the construction project health and safety specification and further scope of work changes and recommend stop work orders where necessary
- Monitor design risk management
- Perform incident and accident investigations where necessary
- Audit compliance with the construction project health and safety plans and brief the project management team and contractor(s) following site audits
- Conduct construction health and safety management system audits
- Facilitate construction health and safety system and plans reviews for continual improvement
- Monitor the compilation of the construction project health and safety file by the contractor(s)
 - Prepare and maintain the consolidated health and safety file
- Prepare the structure commissioning health and safety plans

STAGE 6 - PROJECT CLOSE - OUT

- Review, discuss and approve the health and safety file with the contractor(s) and manage the construction project health and safety during the defect's liability period
- Cancel all construction project health and safety legal appointments

- Prepare the health and safety operations and maintenance report
- Prepare the consolidated construction project health and safety close - out report

ADDITIONAL RELATED SERVICES

- Provide advice to the Client on health and safety competence and resources of up to [number] proposed designers prior to arrangements being made for design work to begin.
- Prepare [number] additional copies of the health and safety file.
- Prepare [number] copies of abstracts of the health and safety file for delivery to tenants by the Client/Owner's (The contents of the abstracts to be determined in consultation with the Client/Owner's legal advisors).
- Seek the co - operation of and co – operate with anyone else involved in a construction project at an adjoining site so far as necessary to enable them to perform their duties under the Construction Regulations.
- Facilitate co – operation and co – ordination in relation to duty holders on adjoining construction sites as it may affect the project; ensuring that suitable arrangements are made and implemented for the co – ordination of health and safety measures during planning and preparation for the construction phase.
- Keep a record of the health and safety file.
- Convert the health and safety files on other projects to match Client/ Owner's electronic format.
- Carry out necessary inspections at the appropriate stages to verify that the construction of the relevant structure is carried out in accordance with the design.
- To stop any contractor from executing any construction work that is not in accordance with the relevant design's health and safety aspects.
- Assist in the development of maintenance schedules for the Client/Owners completed structure.
- Inspect the structure on behalf of the Client/Owner once every six (6) months for the first two (2) years on completion of the structure and then yearly thereafter, to ensure the structure remains safe for continued use and records are kept of such in the structures health and safety file

ELECTRICAL ENGINEER

The recommended services below are the minimum, but are not limited to, for the successful and complete finalization of the project (services to be provided are in accordance with Government Gazette No. 52691 BN. 783 of 2025, the below listed

Stage 2 – Concept and Viability (often called preliminary design)

1. Agree documentation programme with principal agent or consultant and other consultants involved.
2. Attend design and consultants' meetings.
3. Establish the concept design criteria.
4. Prepare initial concept design and related documentation.

5. Advise the client regarding further surveys, analyses, tests and investigations that may be required.
6. Establish regulatory authorities' requirements and incorporate into the design.
7. Refine and assess the concept design to ensure conformance with all regulatory requirements and consents.
8. Establish access, utilities, services and connections required for the design.
9. Participate in coordinated design interfaces with architect or other consultants involved.
10. Prepare process designs (where required), preliminary designs, and related
11. documentation for approval by authorities and client and suitable for costing.
12. Provide cost estimates and life cycle costs, as required.
13. Liaise, co-operate and provide necessary information to the client, principal consultant and other consultants involved.

Deliverables will typically include:

- concept design
- schedule of required surveys, tests and other investigations and related reports
- process design
- preliminary design
- undertake soil resistivity test for lightning protection design
- cost estimates, as required.

Stage 3 – Design Development (also termed detailed design)

1. Review documentation programme with principal consultant and other consultants involved.
2. Attend design and consultants' meetings.
3. Incorporate client's and authorities' detailed requirements into the design.
4. Incorporate other consultants' designs and requirements into the design.
5. Prepare design development drawings including draft technical details and specifications.
6. Review and evaluate design and outline specification and exercise cost control.
7. Prepare detailed estimates of construction cost.
8. Liaise and provide necessary information to the principal consultant and other consultant involved.

9. Submit the necessary design documentation to local and other authorities for approval.

Deliverables will typically include:

- design development drawings
- outline specifications
- local and other authority submission drawings and reports
- detailed estimates of construction costs.

Stage 4 – Documentation and Procurement

1. Attend design and consultants' meetings.
2. Prepare specifications and preambles for the works.
3. Accommodate services design.
4. Check cost estimates and adjust designs and documents, if necessary, to remain within budget.
5. Formulate the procurement strategy for contractors or assist the principal consultant where relevant.
6. Prepare documentation for contractor procurement.
7. Review designs, drawings and schedules for compliance with approved budget.
8. Call for tenders and/or negotiation of prices and/or assist the principal consultant or quantity surveyor where relevant.
9. Liaise, co-operate and provide necessary information to the principal consultant and the other consultants as required.
10. Evaluate tenders.
11. Prepare contract documentation for signature.
12. Assess samples and products for compliance and design intent.
13. Assist in pricing, documentation and tender evaluation as required when the detailed services for these activities are provided by others.

Deliverables will typically include:

- specifications
- services co-ordination
- working drawings
- budget construction cost
- tender documentation
- tender evaluation report
- tender recommendations
- priced contract documentation.

Stage 5 – Contract Administration and Inspection

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

1. Attend site handover.
2. Issue construction documentation in accordance with the documentation schedule including, in the case of structural engineering, reinforcing bending schedules and detailing, and specifications of structural steel sections and connections.
3. Carry out contract administration procedures in terms of the contract.
4. Prepare schedules of predicted cash flow.
5. Prepare pro-active estimates of proposed variations for client decision-making.
6. Attend regular site, technical and progress meetings.
7. Inspect the works for conformity to contract documentation as described under Clause 3.3.2.
8. Review the outputs of quality assurance procedures and advise the contractor and client on adequacy and need for additional controls, inspections and testing.
9. Adjudicate and resolve financial claims by contractors.
10. Assist in the resolution of contractual claims by the contractor.
11. Establish and maintain a financial control system.
12. Clarify details and descriptions during construction as required.
13. Prepare valuations for payment certificates to be issued by the principal agent.
14. Witness and review of all tests and mock-ups carried out on site.
15. Check and approve contractor drawings for compliance with contract documents.
16. Update and issue drawings register.
17. Issue contract instructions as and when required.
18. Review and comment on operation and maintenance manuals, guarantee certificates and warranties.
19. Inspect the works and issue practical completion and defects lists.
20. Arranging for the delivery of all test certificates, including any Certificates of Compliance, statutory and other approvals, and record drawings and operating manuals.

Deliverables will typically include:

- schedules of predicted cash flow
- construction documentation
- drawing register
- estimates for proposed variations
- contract instructions
- financial control reports
- valuations for payment certificates

- progressive and draft final accounts
- practical completion and defects list
- all statutory certification and certificates of compliance as required by the local and other statutory authorities.

Stage 6 – Close-Out

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

1. Inspect and verify the rectification of defects.
2. Receive, comment and approve relevant payment valuations and completion certificates.
3. Prepare and/or procure operations and maintenance manuals, guarantees and warranties.
4. Prepare and/or procure as-built drawings and documentation.
5. Conclude the final accounts where relevant.

Deliverables will typically include:

- valuations for payment certificates
- works and final completion lists
- operations and maintenance manuals, guarantees and warranties
- as-built drawings and documentation
- final accounts.

Additional services pertaining to all stages of the project

1. All services related to defining the scope of work, previously carried out under Clause 3.1, planning, studies, investigations and assessments, and that are normally paid for on a time and cost basis.
2. Enquiries not directly concerned with the works and its subsequent utilisation.
3. Valuation for purchase, sale or leasing of plant, equipment, material, systems, land or buildings or arranging for such valuation.

4. Making arrangements for way leaves, servitudes or expropriations.
5. Negotiating and arranging for the provision or diversion of services and or infrastructure not forming part of the works.
6. Additional work in obtaining the formal approval of the appropriate government departments or public authorities, including the making of such revisions as may be required as a result of decisions of such departments or authorities arising out of changes in policy, undue delay, or other causes beyond the consulting engineer's control.
7. Additional work related to monitoring as required by any government departments or authorities to facilitate regulatory approvals and certification (e.g. Mines Health and Safety Act, 29 of 1996).
8. Topographical and environmental surveys, analyses, tests and site or foundation or other investigations, model tests, laboratory tests and analyses carried out on behalf of the client.
9. Setting out or staking out the works and indicating any boundary beacons and other reference marks.
10. Preparation of drawings for manufacture and installation or detailed checking of such for erection or installation fit.
11. Detailed inspection, reviewing and checking of designs and drawings not prepared by the consulting engineer and submitted by any contractor or potential contractor as alternative to those embodied in tender or similar documents prepared by the consulting engineer.
12. Inspection and testing, other than on site, of materials and plant, including inspection and testing during manufacture.
13. Preparing and setting out particulars and calculations in a form required by any relevant

authority.

14. Abnormal additional services by or costs to the consulting engineer due to the failure of a contractor or others to perform their required duties adequately and on time.

15. Executing or arranging for the periodic monitoring and adjustment of the works, after final handover and completion of construction and commissioning, to optimise or maintain proper functioning of any process or system.

16. Investigating or reporting on tariffs or charges leviable by or to the client.

17. Advance ordering or reservation of materials and obtaining licences and permits.

18. Preparing detailed operating, operation and maintenance manuals.

19. Preparing record drawings on designs done by others or related to alterations to existing works.

20. Additional services, duties and/or work resulting from project scope changes, alterations and/or instructions by the client, or his duly authorised agents, requiring the consulting engineer to advise upon, review, adapt and/or alter his completed designs and/or any other documentation and/or change the scope of his services and/or duties. Such additional services are subject to agreement in writing between the consulting engineer and the client prior to the execution thereof.

21. Work and or services related to targeted procurement that could entail, but is not necessarily limited to any or all of the following:

- Incorporation of any targeted participation goals, the measuring of key participation indicators.
- The selection, appointment and administration of participation.
- Auditing compliance to the above by any contractors and/or professional consultant.

22. Exceptional arrangements, communication, facilitation and agreements with any stakeholders other than the client and contractors appointed for the works on which the consulting engineer provides services.

23. Any other additional services, of whatever nature, specifically agreed to in writing between the consulting engineer and the client.

24. Building Information Modelling (BIM) compliancy. Where BIM is a specified project requirement, the appointment a BIM manager, the preparation and approval by the client of the BIM Execution Plan and the additional effort over conventional projects to set up the project to be fully BIM compliant as required by the client.

The appointed Electrical Engineer will also be responsible for delivering the following services:

- **Conduct Soil Resistivity Tests for L.P.D**

MECHANICAL ENGINEER

The recommended services below are the minimum, but are not limited to, for the successful and complete finalization of the project (services to be provided are in accordance with Government Gazette No. 52691 BN. 783 of 2025, the below listed Recommended Services and Client Specific deliverables):

The Mechanical Engineer will be expected to lead the multi-disciplinary team and be the responsible party in all dealings with the client. All co-ordination of information and reporting to the client will be the responsibility of the Mechanical Engineer.

STAGE 2: CONCEPT

- Agree documentation programme with principal consultant and other consultants involved
- Attend design and consultants' meetings.
- Establish the concept design criteria.
- Prepare 3 initial concept design and related documentation.
- Advise the client regarding further surveys, analyses, tests and investigations which may be required.
- Establish regulatory authorities' requirements and incorporate into the design.
- Refine and assess the concept design to ensure conformance with all regulatory requirements and consents
- Establish access, utilities, services and connections required for the design.
- Coordinate design Interfaces with other consultants Involved.
- Prepare process designs (where required), preliminary designs, and related documentation for approval by authorities and client and suitable for costing.
- Provide cost estimates and life cycle costs as required.
- Liaise, co-operate and provide necessary information to the client, principal consultant and other consultants involved.

In addition, the following Client Specific deliverables are required:

- Prepare and submit 3 initial design proposal for review and approval, of which one will be selected
- Provide confirmation of the concept with the rights to the use of the land
- Provide the anticipated costs of the project
- Provide the project programme
- Engineer to produce all drawings and other documentation in connection with the project if and when required to do so by the Head
- Submit report on Targets for Socio-economic imperatives and progress on achievement of the Targets for Architectural Services on this project.

STAGE 3: DESIGN DEVELOPMENT

Recommended Services:

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

In addition, the following Client Specific deliverables are required:

- Prepare and submit design for review and approval by relevant Departmental Committee
- Engineer to produce all drawings and other documentation in connection with the project if and when required to do so by the Head
- Submit report on Targets for Socio-economic imperatives and progress on achievement of the Targets for Architectural Services on this project.

STAGE 4: DOCUMENTATION & PROCUREMENT

Recommended Services:

- Attend design and consultants' meetings.
- Prepare specifications and preambles for the works.
- Accommodate services design.
- Check cost estimates and adjust designs and documents if necessary to remain within budget
- Formulate the procurement strategy for contractors or assist the principal consultant where relevant
- Prepare documentation for contractor procurement
- Review designs, drawings and schedules for compliance with approved budget

- Assist in calling for tenders and/or negotiation of prices and/or assist the principal consultant where relevant
- Liaise, co-operate and provide necessary information to the principal consultant and the other consultants as required
- Assist in the evaluation of tenders.
- Assist with the preparation of contract documentation for signature.
- Assess samples and products for compliance and design intent

In addition, the following Client Specific deliverables are required:

- Prepare and submit design for review and approval by relevant Departmental Committee
- Engineer to produce all drawings and other documentation in connection with the project if and when required to do so by the Head
- Submit report on Targets for Socio-economic imperatives and progress on achievement of the Targets for Architectural Services on this project

STAGE 5: CONTRACT ADMINISTRATION AND INSPECTION

Recommended Services:

- Attend site handover.
- Issue construction documentation in accordance with the documentation schedule including, in the case of structural engineering, reinforcing bending schedules and detailing and specifications of structural steel sections and connections.
- Carry out contract administration procedures In terms of the contract
- Prepare schedules of predicted cash flow.
- Prepare pro-active estimates of proposed variations for Client decision making
- Attend regular site, technical and progress meetings.
- Review the Contractor's quality control programme and advise and agree and quality assurance plan
- Inspect work for conformity to contract documentation in line with agreed level of service anticipated by the Client (minimum Level 1: Part-time Construction Monitoring).
- Review the outputs of quality assurance procedures and advise the Contractor and Client on the adequacy and need for additional controls, inspections and testing
- Adjudicate and resolve financial claims by Contractor(s)
- Assist in the resolution of contractual claims by the contractor.
- Establish and maintain a financial control system
- Clarify details and descriptions during construction as required.
- Prepare valuations for payment certificates (to the Quantity Surveyor) to be issued by the principal agent
- Instruct, witness and review of all tests and mock ups carried out both on and off site.
- Check and approve contractor drawings for design Intent.
- Update and Issue drawings register.
- Issue contract Instructions, through the Principal Agent as and when required.
- Review and comment on operation and maintenance manuals, guarantee certificates and warranties
- Inspect the works and issue practical completion and defects lists for the works.
- Arrange for the delivery of all test certificates, including any Certificates of Compliance, Statutory (regulatory) and other approvals, as built drawings and operating manuals.

In addition, the following Client Specific deliverables are required:

- Submit monthly report with anticipated completion
- Issue construction drawings
- Engineer to produce all drawings and other documentation in connection with the project if and when required to do so by the Head
- Maintain records
- Submit report on Targets for Socio-economic imperatives and progress on achievement of the Targets for Architectural Services on this project.

STAGE 6: CLOSE-OUT

Recommended Services:

- Inspect and verify the rectification of defects
- Receive, approve and compile relevant payment valuations and completion certificates
- Prepare and/or procure operations and maintenance manuals, guarantees and warranties
- Prepare and/or procure as-built drawings and documentation
- Assist in concluding the final account where relevant.

In addition, the following Client Specific deliverables are required:

- Engineer to produce all drawings and other documentation in connection with the project if and when required to do so by the Head
- Maintain records
- Submit report on Targets for Socio-economic imperatives and progress on achievement of the Targets for Engineering Services on this project

The appointed Mechanical Engineer will also be responsible for delivering the following services:

Fire protection plans in accordance with SANS 10400 Part T.

Rational fire design.

Fire detection design.

Fire proofing and directional fire signage plans.

All Wet Services for the project.

Energy modelling of rational design to assess performance.

CIVIL & 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 (Government Gazette No: 52691 BN 783 of 2025) including but not limited to:

STAGE 2: CONCEPT

Recommended Services:

- Agree documentation programme with principal consultant and other consultants involved
- Attend design and consultants' meetings.
- Establish the concept design criteria.
- Prepare 3 initial concept design and related documentation.
- Advise the client regarding further surveys, analyses, tests and investigations which may be required.
- Establish regulatory authorities' requirements and incorporate into the design.
- Refine and assess the concept design to ensure conformance with all regulatory requirements and consents
- Establish access, utilities, services and connections required for the design.
- Coordinate design Interfaces with other consultants Involved.
- Prepare process designs (where required), preliminary designs, and related documentation for approval by authorities and client and suitable for costing.
- Provide cost estimates and life cycle costs as required.
- Liaise, co-operate and provide necessary information to the client, principal consultant and other consultants involved.

In addition, the following Client Specific deliverables are required:

- Prepare and submit 3 initial design proposal for review and approval, of which one will be selected
- Provide confirmation of the concept with the rights to the use of the land
- Provide the anticipated costs of the project
- Provide the project programme
- Engineer to produce all drawings and other documentation in connection with the project if and when required to do so by the Head
- Submit report on Targets for Socio-economic imperatives and progress on achievement of the Targets for Architectural Services on this project.

STAGE 3: DESIGN DEVELOPMENT

Recommended Services:

- Review documentation programme with principal consultant and other consultants involved
- Attend design and consultants' meetings.
- Incorporate client's and authorities' detailed requirements into the design.
- Incorporate other consultant's designs and requirements into the design.
- Prepare design development drawings including draft technical details and specifications.

- Review and evaluate design and outline specification and exercise cost control.
- Prepare detailed estimates of construction cost.
- Liaise, co-operate and provide necessary information to the principal consultant and other consultants involved
- Submit the necessary design documentation to local and other authorities for approval.

In addition, the following Client Specific deliverables are required:

- Prepare and submit design for review and approval by relevant Departmental Committee
- Engineer to produce all drawings and other documentation in connection with the project if and when required to do so by the Head
- Submit report on Targets for Socio-economic imperatives and progress on achievement of the Targets for Architectural Services on this project.

STAGE 4: DOCUMENTATION & PROCUREMENT

Recommended Services:

- Attend design and consultants' meetings.
- Prepare specifications and preambles for the works.
- Accommodate services design.
- Check cost estimates and adjust designs and documents if necessary to remain within budget
- Formulate the procurement strategy for contractors or assist the principal consultant where relevant
- Prepare documentation for contractor procurement
- Review designs, drawings and schedules for compliance with approved budget
- Assist in calling for tenders and/or negotiation of prices and/or assist the principal consultant where relevant
- Liaise, co-operate and provide necessary information to the principal consultant and the other consultants as required
- Assist in the evaluation of tenders.
- Assist with the preparation of contract documentation for signature.
- Assess samples and products for compliance and design intent

In addition, the following Client Specific deliverables are required:

- Prepare and submit design for review and approval by relevant Departmental Committee
- Engineer to produce all drawings and other documentation in connection with the project if and when required to do so by the Head
- Submit report on Targets for Socio-economic imperatives and progress on achievement of the Targets for Architectural Services on this project

STAGE 5: CONTRACT ADMINISTRATION AND INSPECTION

Recommended Services:

- Attend site handover.

- Issue construction documentation in accordance with the documentation schedule including, in the case of structural engineering, reinforcing bending schedules and detailing and specifications of structural steel sections and connections.
- Carry out contract administration procedures In terms of the contract
- Prepare schedules of predicted cash flow.
- Prepare pro-active estimates of proposed variations for Client decision making
- Attend regular site, technical and progress meetings.
- Review the Contractor's quality control programme and advise and agree and quality assurance plan
- Inspect work for conformity to contract documentation in line with agreed level of service anticipated by the Client (minimum Level 1: Part-time Construction Monitoring).
- Review the outputs of quality assurance procedures and advise the Contractor and Client on the adequacy and need for additional controls, inspections and testing
- Adjudicate and resolve financial claims by Contractor(s)
- Assist in the resolution of contractual claims by the contractor.
- Establish and maintain a financial control system
- Clarify details and descriptions during construction as required.
- Prepare valuations for payment certificates (to the Quantity Surveyor) to be issued by the principal agent
- Instruct, witness and review of all tests and mock ups carried out both on and off site.
- Check and approve contractor drawings for design Intent.
- Update and Issue drawings register.
- Issue contract Instructions, through the Principal Agent as and when required.
- Review and comment on operation and maintenance manuals, guarantee certificates and warranties
- Inspect the works and issue practical completion and defects lists for the works.
- Arrange for the delivery of all test certificates, including any Certificates of Compliance, Statutory (regulatory) and other approvals, as built drawings and operating manuals.

In addition, the following Client Specific deliverables are required:

- Submit monthly report with anticipated completion
- Issue construction drawings
- Engineer to produce all drawings and other documentation in connection with the project if and when required to do so by the Head
- Maintain records
- Submit report on Targets for Socio-economic imperatives and progress on achievement of the Targets for Architectural Services on this project.

STAGE 6: CLOSE-OUT

Recommended Services:

- Inspect and verify the rectification of defects
- Receive, approve and compile relevant payment valuations and completion certificates
- Prepare and/or procure operations and maintenance manuals, guarantees and warranties
- Prepare and/or procure as-built drawings and documentation
- Assist in concluding the final account where relevant.

In addition, the following Client Specific deliverables are required:

- Engineer to produce all drawings and other documentation in connection with the project if and when required to do so by the Head
- Maintain records
- Submit report on Targets for Socio-economic imperatives and progress on achievement of the Targets for Engineering Services on this project

APPENDIX A1 – BID PROFORMA

(To be completed by the Consultant)

General Notes –

- For fee-based appointment allow an additional time-based work carried out up to a maximum of 50 hours, by written prior approval of the Department Project Leader.
- **For percentage-based appointment – Consultants are requested to complete Table 1 of Appendix A.**
- 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).
- Surcharges for Alterations and Heritage buildings will be in terms of relevant SACAP Gazetted Fee Guidelines where applicable.
- Table below is **NOT** to be modified by Consultant.

TABLE 1		PERCENTAGE BASED FEES	
DISCIPLINE	GAZETTE APPLICABLE PER DISCIPLINE	FEE BREAKDOWN	RAND VALUE
Architect- Principal Agent	SACAP Gazette No. 51352, Board Notice 672 of 2024	Value for Fee Purposes	R 38 658 077. 93
		Primary Fee (High Complexity)	R 1 901 782. 84
		Secondary Fee	R 3 163 640. 89
		Sub-Total	R 5 065 423. 73
		Less: Stage 1	R 101 308. 47
		Sub-Total	R 4 964 115. 26
		Add: Disbursements: 5% Allowance	R 248 205. 76
		Sub-Total	R 5 212 321. 02
		Less: Discount (____) %	R _____
		Sub-Total- Carried to Summary Page 83	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 Manager.

COMPANY STAMP:

DATE:

CONSULTANT FULL NAME (Authorised Person)

CONSULTANT SIGNATURE

APPENDIX A2 – BID PROFORMA

(To be completed by the Consultant)

General Notes –

- For fee-based appointment allow an additional time-based work carried out up to a maximum of 50 hours, by written prior approval of the Department Project Leader.
- **For percentage-based appointment – Consultants are requested to complete Table 1 of Appendix A.**
- 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
Quantity Surveyor	SACQSP Gazette No. 52152, Board Notice 741 of 2025	Value for Fee Purposes	R 38 658 077. 93
		Primary Fee	R 3 070 500. 00
		Secondary Fee	R 492 697. 76
		Sub-Total	R 3 563 197. 76
		Less: Stage 1	R 89 079. 94
		Sub-Total	R 3 474 117. 82
		Add: Disbursements: 5% Allowance	R 173 705. 89
		Sub-Total	R 3 647 823. 71
		Less: Discount (____)%	R_____
		Sub-Total- Carried to Summary Page 83	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 Manager.			

COMPANY STAMP:

DATE:

CONSULTANT FULL NAME (Authorised Person)

CONSULTANT SIGNATURE

APPENDIX A3 – BID PROFORMA

General Notes –

- For fee-based appointment allow an additional time-based work carried out up to a maximum of 50 hours, by written prior approval of the Department Project Leader.
- **For percentage-based appointment – Consultants are requested to complete Table 1 of Appendix**

A.

- 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
Construction Health & Safety Agent	SACPCMP Gazette No. 42697, Board Notice 167 of 2019	Value for Fee Purposes	R 38 658 077. 93
		Primary Fee	R 632 248. 00
		Secondary Fee	R 498 170. 68
		Sub-Total	R 1 130 418. 68
		Less: Stage 1	R 56 520. 93
		Less: Stage 2 (2%)	R 221 562. 07
		Less: Stage 3 (2%)	R 221 562. 07
		Less: Stage 4 (2%)	R 110 781. 03
		Sub-Total	R 519 992. 59
		Add: Disbursements: 5%	R 25 999. 63
		Sub-Total	R 545 992. 22
		Less: Discount (_____)%	R_____
		Sub-Total- Carried to Summary Page 83	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 Manager.	

COMPANY STAMP:

DATE:

CONSULTANT FULL NAME (Authorised Person)

CONSULTANT SIGNATURE

APPENDIX A4 – BID PROFORMA

(To be completed by the Consultant)

General Notes –

- For fee-based appointment allow an additional time-based work carried out up to a maximum of 50 hours,

by written prior approval of the Department Project Leader.

- **For percentage-based appointment – Consultants are requested to complete Table 1 of Appendix A.**
- 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
Electrical Engineer	ECSA Gazette No. 52691, Board Notice 783 of 2025	Value for Fee Purposes	R 5 798 711. 69
		Primary Fee	R 248 900. 00
		Secondary Fee	R 584 956. 75
		Sub-Total	R 833 856. 75
		Less: Stage 1	R 35 066. 10
		Sub-Total	R 666 255. 91
		Add: Disbursements: 10% Allowance	R 66 625. 59
		Sub-Total	R 732 881. 50
		Less: Discount (____)%	R_____
		Sub-Total- Carried to Summary Page 83	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 Manager.			

COMPANY STAMP:

DATE:

CONSULTANT FULL NAME (Authorised Person)

CONSULTANT SIGNATURE

APPENDIX A5 – BID PROFORMA

(To be completed by the Consultant)

General Notes –

- For fee-based appointment allow an additional time-based work carried out up to a maximum of 50 hours, by written prior approval of the Department Project Leader.
- **For percentage-based appointment – Consultants are requested to complete Table 1 of Appendix A.**
- 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

- Table below is **NOT** to be modified by Consultant.

COMPANY STAMP:	
DATE:	

CONSULTANT SIGNATURE

(To be completed by the Consultant)

- For fee-based appointment allow an additional time-based work carried out up to a maximum of 50 hours, by written prior approval of the Department Project Leader.
- **For percentage-based appointment – Consultants are requested to complete Table 1 of Appendix A.**
- 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
Structural Engineer	ECSA Gazette No. 52691, Board Notice 783 of 2025	Value for Fee Purposes	R 7 731 615. 59
		Primary Fee	R 237 400. 00
		Secondary Fee	R 699 913. 87
		Alterations fees	R 70 298. 54
		Less: Stage 1	R 20 152. 25
		Sub-Total	R 977 384. 04
		Add: Disbursements: 10% Allowance	R 97 738. 40
		Sub-Total	R 1 075 122. 44
		Less: Discount (____)%	R_____
		Sub-Total- Carried to Summary Page 83	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 Manager.			

COMPANY STAMP:

DATE:

CONSULTANT FULL NAME (Authorised Person)

CONSULTANT SIGNATURE

APPENDIX A7 – BID PROFORMA

(To be completed by the Consultant)

General Notes –

- For fee-based appointment allow an additional time-based work carried out up to a maximum of 50 hours, by written prior approval of the Department Project Leader.
- For percentage-based appointment – Consultants are requested to complete Table 1 of Appendix A.**
- 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
---------	-----------------------

APPENDIX B

SUMMARY OF PROFESSIONAL FEES

WIMS: 077440

KZN DEPARTMENT OF HEALTH: THE APPOINTMENT OF A MULTI-DISCIPLINARY ENTITY TO PROVIDE AN ARCHITECT (PA), QUANTITY SURVEYOR, CONSTRUCTION HEALTH AND SAFETY AGENT ELECTRICAL ENGINEER, MECHANICAL ENGINEER, CIVIL ENGINEER AND STRUCTURAL ENGINEER FOR GENERAL JUSTICE GIZENGA MPANZA REGIONAL HOSPITAL: MODIFICATIONS TO THE OLD MATERNITY UNIT

DISCIPLINE	FEES OFFERED (INCL. DISCOUNT)
ARCHITECT	R
QUANTITY SURVEYOR	R
CONSTRUCTION HEALTH & SAFETY AGENT	R
ELECTRICAL ENGINEER	R
MECHANICAL ENGINEER	R
CIVIL ENGINEER	R
STRUCTURAL ENGINEER	R
SUBTOTAL	R
CIDB Skills Development Programme Fee	R 158 995. 98
SUBTOTAL 2	R
15% VAT	R
TOTAL CARRIED OVER TO FORM OF OFFER (SECTION F)	R

**APPENDIX C
RETURNABLE DOCUMENTS**

CHECKLIST OF RETURNABLE DOCUMENTS																			
Item No.	Required Document	Tick																	
		Y	N																
1.	Central Supplier Database Registration with National Treasury (Unique Reference Number & Supplier Number)																		
2.	Proof of Registration with Council (Attach a valid registration certificate) (to be labelled as C2)																		
3.	Proof of Registration with Companies and Intellectual Property Commission (CIPC) (printout not older than 1 month) (to be labelled as C3)																		
4.	Proof of Specific Goals met (80/20 system)																		
5.	Proof of Residential Address (Municipality Rates Bills, Telephone Bill, or current lease agreement letter from Ward Councillor or affidavit from Commissioner of oaths, if office is in an area where rates are not paid) (to be labelled as C4)																		
6.	Quotation from the Consultant (Attach Appendix A – Stamped and dated)																		
7.	<p>Proof of relevant professional indemnity cover as specified in the table below:</p> <table border="1"> <thead> <tr> <th>Discipline</th> <th>Minimum Value of Professional Indemnity Insurance Required</th> </tr> </thead> <tbody> <tr> <td>Architect</td> <td>R 5 000 000.00</td> </tr> <tr> <td>Quantity Surveyor</td> <td>R 5 000 000.00</td> </tr> <tr> <td>Constr. Health & Safety Agent</td> <td>R 3 000 000. 00</td> </tr> <tr> <td>Electrical Engineer</td> <td>R 3 000 000. 00</td> </tr> <tr> <td>Mechanical Engineer</td> <td>R 3 000 000. 00</td> </tr> <tr> <td>Civil Engineer</td> <td>R 3 000 000. 00</td> </tr> <tr> <td>Structural Engineer</td> <td>R 3 000 000. 00</td> </tr> </tbody> </table> <p>(To be labelled as C5)</p>	Discipline	Minimum Value of Professional Indemnity Insurance Required	Architect	R 5 000 000.00	Quantity Surveyor	R 5 000 000.00	Constr. Health & Safety Agent	R 3 000 000. 00	Electrical Engineer	R 3 000 000. 00	Mechanical Engineer	R 3 000 000. 00	Civil Engineer	R 3 000 000. 00	Structural Engineer	R 3 000 000. 00		
Discipline	Minimum Value of Professional Indemnity Insurance Required																		
Architect	R 5 000 000.00																		
Quantity Surveyor	R 5 000 000.00																		
Constr. Health & Safety Agent	R 3 000 000. 00																		
Electrical Engineer	R 3 000 000. 00																		
Mechanical Engineer	R 3 000 000. 00																		
Civil Engineer	R 3 000 000. 00																		
Structural Engineer	R 3 000 000. 00																		

APPENDIX D – 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 Department of Public Works .
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 Part A (Invitation to Bid) under item any enquiries regarding technical information may be directed to:
3.4.1	Communication by e-mail is 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>For fees stipulated as “value based” in C2.1 Pricing Instructions, C2.1.1.1: Programme: 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>For fees stipulated as “time based” Pricing Instructions: Project Execution Plan (PEP): 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>

	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.																
4.1.1	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.																
4.4	A list of others providing Services on this Project will be provided by the Project Manager.																
5.4.1	<p>Proof of relevant professional indemnity cover as specified in the table below:</p> <table border="1"> <thead> <tr> <th>Discipline</th><th>Minimum Value of Professional Indemnity Insurance Required</th></tr> </thead> <tbody> <tr> <td>Architect</td><td>R 5 000 000.00</td></tr> <tr> <td>Quantity Surveyor</td><td>R 5 000 000.00</td></tr> <tr> <td>Constr. Health & Safety Agent</td><td>R 3 000 000. 00</td></tr> <tr> <td>Electrical Engineer</td><td>R 3 000 000. 00</td></tr> <tr> <td>Mechanical Engineer</td><td>R 3 000 000. 00</td></tr> <tr> <td>Civil Engineer</td><td>R 3 000 000. 00</td></tr> <tr> <td>Structural Engineer</td><td>R 3 000 000. 00</td></tr> </tbody> </table> <p>The successful bidder must confirm validity of this professional indemnity insurance within 14 days of award of this tender.</p>	Discipline	Minimum Value of Professional Indemnity Insurance Required	Architect	R 5 000 000.00	Quantity Surveyor	R 5 000 000.00	Constr. Health & Safety Agent	R 3 000 000. 00	Electrical Engineer	R 3 000 000. 00	Mechanical Engineer	R 3 000 000. 00	Civil Engineer	R 3 000 000. 00	Structural Engineer	R 3 000 000. 00
Discipline	Minimum Value of Professional Indemnity Insurance Required																
Architect	R 5 000 000.00																
Quantity Surveyor	R 5 000 000.00																
Constr. Health & Safety Agent	R 3 000 000. 00																
Electrical Engineer	R 3 000 000. 00																
Mechanical Engineer	R 3 000 000. 00																
Civil Engineer	R 3 000 000. 00																
Structural Engineer	R 3 000 000. 00																
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"> 1. Travelling for which payment will be claimed. Travelling and subsistence arrangements and tariffs of charges; 2. Deviate from the final programme as per the programme above; 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 equivalent to professional insurance.
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	<p>Indemnification of the Employer</p> <p>I, the undersigned, being duly authorized by the Service Provider, in terms of the completed resolution</p> <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>.....(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 exceptionis non causa debiti, non numeratae pecuniae and excussionis 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>NAME:</p> <p>CAPACITY:</p> <p>SIGNATURE:</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, and/or, 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 be included with the tender as part of the returnable documentation.</p> <p>The Key Persons and their jobs / functions in relation to the Services are:</p> <table border="1"> <thead> <tr> <th>Name</th><th>Principal and/or employed professional(s)</th><th>Specific duties</th></tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> <tr><td>5.</td><td></td><td></td></tr> <tr><td>6.</td><td></td><td></td></tr> <tr><td>7.</td><td></td><td></td></tr> <tr><td>8.</td><td></td><td></td></tr> <tr><td>9.</td><td></td><td></td></tr> <tr><td>10.</td><td></td><td></td></tr> </tbody> </table>	Name	Principal and/or employed professional(s)	Specific duties	1.			2.			3.			4.			5.			6.			7.			8.			9.			10.		
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.																																	

	<p>If the space provided in the table above is not sufficient to describe the specific duties, this space may be utilized for such purpose:</p>
--	--

APPENDIX D – CONTRACT DATA

C2: APPENDIX D – CONTRACT 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 principal 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

- 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.
- 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.
- C2.2.1.3 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.
- C2.2.1.4 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
- C2.2.1.5 The tenderer must make provision for all activities necessary for the execution of the service as set out in the Scope of Services.

C3 CIDB BUILD PROGRAMME

- C3.1 In terms of sections 5(2) of the Construction Industry Development Board Act, 2000 (Act no.38 of 2000) (the Act), the Construction Industry Development Board is empowered to promote best practice Standards. This best practice Standard for developing skills through infrastructure contracts, establishes the minimum contract skills development goals to be achieved in the performance of such contracts relating to the provision of workplace opportunities, linked to or leading to:
- a) a part- or full occupational qualification registered on the National Qualification Framework;
 - b) a trade qualification leading to a listed trade (GG No. 35625, 31 August 2012);
 - c) a national diploma registered on the National Qualification Framework; and
 - d) registration in a professional category by one of the professional bodies listed in the standard

- C3.2 In the event that the cost of PSP exceed R5 Mil, Skills development should apply as per Gazette 48491 of 28 April 2023.

Method 3 - To provide work integrated learning opportunities for; university of Technology; or comprehensive University P1 & P2. Applicable to this project.

Method 4 - To provide structured workplace learning for; candidates for professional registration with statutory council.

Contract Skills Development Goal (CSDG); Hours Professional Service Contract at 150 hours allocated for placement per R1 millions of contract value.

APPENDIX E – PROFORMA FOR TRACEABLE REFERENCE LETTERS

Referee Full Name:			
Project Role (indicate) or Project Client:			
Contact No./s: (1)		(2)	(3)
Email Address:		Other Contact Details:	
WIMS No. & Bid Description:			
Has the project been completed? <input type="checkbox"/> YES <input type="checkbox"/> NO _____% complete (if NO)			
Provide a brief description of the project below:			
Describe the service and nature of work the bidder provided to you below:			
Criteria / Risks (mark with an X)	BELOW expectations	MEETS expectations	EXCEEDS expectations
Professionalism – did the service provider always behave in a professional manner, while fulfilling their duties and providing the relevant service/s?			
Delivery of services – was the service delivered timeously? Are services currently being delivered timeously?			
Delivery of services – was/is the service delivered/being delivered satisfactorily to the specifications of the project?			
Sourcing– did/has the service provider source/d all required materials, equipment, and resources to ensure timeous delivery of the project?			
Knowledge – did/does the service provider show satisfactory understanding of the project?			
Dealing with challenges – when challenges arose was the service provider able to satisfactorily address these challenges?			

Communication – was/is the service provider able to effectively communicate to parties during the project?			
Project management – was/is the service provider able to coordinate and undertake multiple processes of the project concurrently and ensure effective project management during the project?			
Would you use the provider again? <input type="checkbox"/> YES <input type="checkbox"/> NO			
Overall Impression:			
Other Comments:			
Approximate value of contract / Value for fee purposes: R _____ (strike off whichever is not applicable)			
Completed by:			
Signature:			
Company Name:			
Contact Telephone Number:			
Date:			

Note: If the space provided is insufficient, the comments may be included in an attachment (attached document to follow the above format).