



KWAZULU-NATAL PROVINCE

PUBLIC WORKS & INFRASTRUCTURE
REPUBLIC OF SOUTH AFRICA

WIMS NUMBER : 039295/0001

TENDER NO : ZNTU 04270 W

DESCRIPTION OF SERVICE : ZNTU 04270 W: WIMS 039295: KING CETSHWAYO DISTRICT: KZN DEPARTMENT OF TRANSPORT: EMPANGENI DLTC: THE APPOINTMENT OF A MULTI DISCIPLINE PROFESSIONAL TEAM WITH ARCHITECT AS PRINCIPAL AGENT SERVICE PROVIDER FOR DESIGN, CONSTRUCTION AND CLOSE OUT OF THE PROJECT (STAGE 1-7 OF FIDPM). THE PROJECT ENTAILS UPGRADES AND ADDITIONS TO THE FACILITY

Directorate: North Coast Region
Zululand District
Lot 709, Wombe Street,
Ulundi, 3838

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

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**SECTION A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
ZNQ NUMBER:	ZNTU 04270 W	CLOSING DATE:	19 January 2026	CLOSING TIME:	11H00
Validity Period	84 Calendar Days				
DESCRIPTION	ZNTU 04270 W: WIMS 039295: KING CETSHWAYO DISTRICT: KZN DEPARTMENT OF TRANSPORT: EMPANGENI DLTC: THE APPOINTMENT OF A MULTI DISCIPLINARY PROFESSIONAL TEAM WITH ARCHITECT AS PRINCIPAL AGENT SERVICE PROVIDER FOR DESIGN, CONSTRUCTION AND CLOSE OUT OF THE PROJECT (STAGE 1-7 OF FIDPM). THE PROJECT ENTAILS UPGRADES AND ADDITIONS TO THE FACILITY				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

KZN Department of Public Works and Infrastructure					
709 Wombe Street					
Ulundi A					
3838					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No	
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS) A REGISTERED AUDITOR NAME:			
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					

1.1.1.1 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]	1.1.1.2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW]
1.1.1.3 SIGNATURE OF BIDDER	1.1.1.4 DATE	
1.1.1.5 CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
1.1.1.6 TOTAL NUMBER OF ITEMS OFFERED		1.1.1.7 TOTAL BID PRICE (ALL INCLUSIVE)	
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY	Province of KwaZulu-Natal: Department of Public Works	CONTACT PERSON	Mr. M. Ngema
CONTACT PERSON	Sindi Mbatha	TELEPHONE NUMBER	066 488 8672
TELEPHONE NUMBER	035 874 3353/082-8846608	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	Silondiwe.magwaza@kznworks.gov.za
E-MAIL ADDRESS	Sindi.Mbatha@kznworks.gov.za		

SECTION B

SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF FORMS

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

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and visa versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances whatsoever may the quotation/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. The quotation submitted must be complete in all respects.
5. The quotation 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 quotation shall be addressed in accordance with the directives in the quotation 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 quotation other than that shown on the envelope. If this provision is not complied with, such quotations/bids may be rejected as being invalid.
7. All quotations received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the quotation/bids. Where, however, a quotation is received open, it shall be sealed. If it is received without a quotation/bid number on the envelope, it shall be opened, the quotation number ascertained, the envelope sealed, and the quotation number written on the envelope.
8. A specific box is provided for the receipt of quotations, and no quotation found in any other box or elsewhere after the closing date and time of quotation will be considered.
9. No quotation/bid sent through the post will be considered if it is received after the closing date and time stipulated in the quotation documentation, and proof of posting will not be accepted as proof of delivery.
10. No quotation submitted by telefax, telegraphic or other electronic means will be considered.
11. Quotation documents must not be included in packages containing samples. Such quotations may be rejected as being invalid.
12. Any alteration made by the bidder must be initiated.
13. Use of correcting fluid is prohibited
14. The quotation will be opened to the public as soon as practicable after the closing time of bid.
15. Where practical, prices are made public at the time of opening quotations.
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. The bidder must initial each and every page of the bid document

SECTION C

REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

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

CSD Number

SECTION D
DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE IS CORRECT
AND UP TO DATE

(To be completed by bidder)

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

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

.....

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

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

.....

NAME OF BIDDER

.....

SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

DATE:.....

SECTION E

REGISTRATION ON THE PROFESSIONAL BODY / COUNCIL

1. It is the requirement that either the director of the company/ member of the company / company itself is registered under a relevant Professional Body /Council in order to qualify for this service.
2. The attached copy of certificate / letter is proof of registration in the council, body association.

Professional Registration Number
(Director/ Member)

SECTION F

SBD 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of institution	State

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

- 2.2.1 If so, furnish particulars:

.....

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

.....

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:

.....

.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

SECTION G FORM OF OFFER AND ACCEPTANCE

Offer

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

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)

.....

..... **Rand** (in words)

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

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

Company or close corporation:

.....

.....

and: whose registration number is:

.....

and: whose income tax reference number is:

.....

OR

Natural person or partnership:

.....

.....

whose identity number(s) is/are:

.....

whose income tax reference number is/are:

.....

AND WHO IS (if applicable):

Trading under the name and style of:

AND WHO IS:

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

SIGNED FOR THE TENDERER:

Name of representative	Signature	Date

WITNESSED BY:

Name of witness	Signature	Date

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

.....

Other contact details of the Tenderer are:

Telephone no: Cellular phone no:

Fax no:

Postal address:

Banker: Branch:

Acceptance

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

The terms of the Contract are contained in:

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

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

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

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

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

For the Employer:

Name of signatory	Signature	Date

Name of Organisation:	Department of Public Works and Infrastructure
Address of organisation:	

Witnessed by:

Name of witness	Signature	Date

SECTION H

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
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:

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

- Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.
(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.
Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
<p>1. Ownership by Black People</p> <p>Documentary Proof Required:</p> <p>1) Sworn affidavit; signed and dated by commissioner of Oaths.</p>	10	
<p>1. Promotion of Enterprises (professional service provider) located within a specific municipal area for work done or services rendered (King Cetshwayo/ uMkhanyakude District/ or Zululand District, KwaZulu-Natal).</p> <p>Documentary proof required:</p> <p>1) Proof of municipal account depicting physical address of business which is not older than 03 months</p> <p>2) Lease Agreement</p>	10	

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 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”	<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 naturalisation- before 27 April 1994; or</p> <p>on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;”</p>
Definition of “Black Designated Groups”	<p>“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 under developed areas; Black military veterans who qualifies 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 Owned	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 & 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 naturalisation- 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 under developed areas; Black military veterans who qualifies 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

SECTION I

OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE

APPLICABLE		NOT APPLICABLE	X
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WIMS NUMBER : 039295/0001

TENDER NO : ZNTU 04270 W

DESCRIPTION OF SERVICE : ZNTU 04270 W: WIMS 039295: KING CETSHWAYO DISTRICT: KZN DEPARTMENT OF TRANSPORT: EMPANGENI DLTC: THE APPOINTMENT OF A MULTI DISCIPLINE PROFESSIONAL TEAM WITH ARCHITECT AS PRINCIPAL AGENT SERVICE PROVIDER FOR DESIGN, CONSTRUCTION AND CLOSE OUT OF THE PROJECT (STAGE 1-7 OF FIDPM). THE PROJECT ENTAILS UPGRADES AND ADDITIONS TO THE FACILITY.

Date : NOT APPLICABLE

Time : NOT APPLICABLE

Venue : NOT APPLICABLE

THIS IS TO CERTIFY THAT (NAME)

ON BEHALF OF

VISITED AND INSPECTED THE SITE ON(DATE)

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

.....
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE
(PRINT NAME)

DATE:

.....
SIGNATURE OF DEPARTMENTAL REPRESENTATIVE
(PRINT NAME)

.....
DEPARTMENTAL STAMP :
(OPTIONAL)

DATE:

SECTION J

TAX COMPLIANCE STATUS (TCS)

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

T 2.2 AUTHORITY TO SIGN A BID

The bidder must indicate the enterprise status by ticking the appropriate box hereunder.

(I) CLOSE CORPORATION	(II) COMPANIES	(III) SOLE PROPRIETOR	(IV) PARTNERSHIP	(V) CO-OPERATIVE	(VI) JOINT VENTURE / CONSORTIUM	
					Incorporated	
					Unincorporated	

I/We, the undersigned, being the Member(s) of Cooperative/ Sole Owner (Sole Proprietor)/ Close Corporation/ Partners (Partnership)/ Company (Representative) or Lead Partner (Joint Venture / Consortium), in the enterprise trading as:

.....

hereby authorise Mr/Mrs/Ms

acting in the capacity of

whose signature is

to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

NAME	ADDRESS	SIGNATURE	DATE

(If the space provided is not enough, a separate list should be attached)

Note:

Members of the enterprise must complete this form in full according to the type of enterprise, authorising the signatory to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

Note: In a case of a Sole proprietor, a director may appoint himself/herself if they will be the one signing all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

SECTION L

SPECIFICATIONS AND EVALUATION

ZNTU 04270 W: WIMS 039295: KING CETSHWAYO DISTRICT: KZN DEPARTMENT OF TRANSPORT: EMPANGENI DLTC: THE APPOINTMENT OF A MULTI DISCIPLINARY PROFESSIONAL TEAM WITH ARCHITECT AS PRINCIPAL AGENT SERVICE PROVIDER FOR DESIGN, CONSTRUCTION AND CLOSE OUT OF THE PROJECT (STAGE 1-7 OF FIDPM). THE PROJECT ENTAILS UPGRADES AND ADDITIONS TO THE FACILITY.

1. BACKGROUND

The Facility is located in the North Coast Region, King Cetshwayo District Municipality, within Umkhanyakude Local Municipality, with GPS Co-ordinates, 28.7775° S, 31.8921° E

2. PURPOSE

To appoint a Multi Disciplinary Professional Service Provider for implementation of the project from stage 1 to 7 of FIPDM. The project outcome is for the client to have a fully resourced and upgraded facility.

3. SCOPE OF WORK/SPECIFICATION

3.1. Upgrading the existing DLTC Empangeni offices. This includes:

- Repair to any damages and making good of existing facility.
- Repainting of internal areas using client-specified colour scheme.
- Refurbishment and/or replacement of damaged signage to match client specification.
- Ensure all works are completed to a high standard and restore facility.
- Comply with all relevant building codes, health and safety regulations, and client instructions.

3.2. Construction of new carports. This includes:

- The carports are for 14 parking bays.
- Designing and engineering structurally stable carports suitable for the site conditions.
- Obtaining necessary approvals and ensuring compliance with building regulations.
- Installing roofing sheets and apply protective coatings where necessary.
- Conducting quality checks and structural inspections to verify compliance.

Scope of service:

3.3.1 The services required from the consultants are standard consultant project stages that are required to take a project through to the successful completion of construction and are in line with the Framework for Infrastructure Delivery and Procurement Management (FIDPM) guidelines.

3.3.2 Detailed deliverables from the consultants are as per the schedule of relevant Government Gazettes in Table A below. Consultants are required to undertake the project through all stages, as per the respective government gazettes and Departmental conditions of appointment of consultants.

3.3.3. Required Professional Consultants Registered

No	Registered Professional	Applicable Registration
1.	Registered professional Architect / PA	Pr. Arch. with South African Council for the Architectural Profession (SACAP)
2.	Registered professional Quantity Surveyor	Pr. QS South African council of Quantity surveyors (SACQSP)
3.	Registered professional Electrical Engineer	Pr. Eng. with Engineering Council of South Africa (ECSA)
4.	Registered professional Civil Engineer	Pr. Eng. with Engineering Council of South Africa (ECSA)
5.	Registered professional Structural Engineer	Pr. Eng. with Engineering Council of South Africa (ECSA)
6	Registered professional Health and Safety Agent	Pr. CHSA South African Council for Construction Management Profession
7.	Registered professional Geotechnical Engineer	Pr. Eng. with Engineering Council of South Africa (ECSA)
8.	Registered professional Land Surveyor	Pr. Land Surveyor with South African Geomatics Council (SAGC)

3.4. Costing

3.4.1. The Consultants' fees are for services required to complete the Framework for Infrastructure Delivery and Procurement Management (FIDPM) Stage 1 to 7 (Gazette Stages 1 to 6) of the Project.

3.4.2. The project budget is R9 520 000.00 (excluding VAT).

3.4.3. Consultants are required to base their fee estimates on the estimated project budget as above.

3.4.4. Pricing Schedule to be completed by bidder and transfer to form of offer.

3.4.5 Consultants will be remunerated using a "Value-based" fee as per the relevant Guidelines for Tariff of gazetted fees in Table below.

No.	Discipline	Applicable Gazette
1.	Architect / PA	Architect – SACAP Board Notice 672 of 2024 for project (Duties of Architect and Employer's Agent)
2.	Quantity Surveyor	Quantity Surveyor – SACQSP Gazette Notice 52152 of 2025
3.	Electrical Engineer	Electrical Engineer – ECSA Gazette No. 44333 Board Vol. 669 of 2021
4.	Civil Engineer	Civil Engineer – ECSA Gazette No. 44333 Board Vol. 669 of 2021
5.	Structural Engineer	Structural Engineer – ECSA Gazette No. 44333 Board Vol. 669 of 2021
6.	Safety Agent	Professional Construction Health and Safety Agent – SACPCMP Board Notice 167 OF 2019
7.	Geotechnical Engineer	Geotechnical Investigation – Time-based (Fixed Hours)
8.	Land Surveyor	Land Surveyor – Time-based (Fixed Hours)

3.4.6. The project team should be made up of the following disciplines possessing adequate experience in the specific field.

No.	Discipline	Experience / Special Requirements
1.	Architect / PA	Design and construction supervision with experience in the design of buildings of similar size.
2.	Quantity Surveyor	Design and construction supervision with experience in the design of buildings of similar size.
3.	Electrical Engineer	Design and construction supervision with experience in the design of buildings of similar size.
4.	Civil Engineer	Carports design and construction supervision with experience in the design of carports of similar size
5.	Structural Engineer	Carports design and construction supervision with experience in the design of carports of similar size
6.	Safety Agent	Construction supervision
7.	Geotechnical Engineer	Work of similar nature
8..	Land Surveyor	Work of similar nature

3.4.7. FIPDM Work Stages

a) Implementation of the Project as per FIDPM Stage requirements **(Refer to Appendix C)**

<ul style="list-style-type: none"> • Stage 1 – inception – establish client requirements, project brief and requirements. • Stage 2 – Project Feasibility Assessment and Concept Design – Approval by the Department of Transport • Stage 3 – Detailed Design – & Scope of works • Stage 4 – Tender Document Production – Approval by the Department of Public Works and Infrastructure 	8 months
<ul style="list-style-type: none"> • Stage 5 – Construction Monitoring 	12 months
<ul style="list-style-type: none"> • Stage 6 – Handover 	1 month
<ul style="list-style-type: none"> • Stage 7 – Project Closeout 	12 days from completion of stage 6
TOTAL PROJECT DURATION	33 Months

3.4.8 The bid is to be based upon the relevant Guideline for Tariff of Fees, as per 3.4.5, less percentage discount offered on the estimated fees.

3.4.9. The total final fees payable will be calculated on final value of contract for “fee purposes” only or final contract cost estimates for “fee purposes” only (both for the applicable discipline) - whichever may be applicable at the time.

3.4.10. The work type and fee categories for Engineering Services will be as per the relevant Guidelines for Tariff of gazetted fees table 1 for Civil and Structural Engineering services project pertaining to engineering projects, and table 8 for Electrical Engineering services pertaining to building projects.

3.4.11. Disbursement reimbursement in accordance with the prevailing tariffs laid down by National Department of Public Works and Infrastructure will be made in respect of the costs of copies of drawings and of typing and copying of Reports and Specifications but not for typing and copying of minutes of meetings, general correspondence, payments, postage, etc

Reimbursement in accordance with the prevailing tariffs laid down by National Department of Public Works and Infrastructure will be made in respect of travel costs.

Please note that travelling costs in terms of mileage may only be claimed when the site of the Works is beyond a 50-kilometre radius from your place of practice or when, for official purposes, the return trip exceeds 50 kilometres.

Please note that travelling costs in terms of travelling time may only be claimed when the site of the Works is beyond a 50-kilometre radius from your place of practice or when, for official purposes, the return trip exceeds 50 kilometres.

Traveling reimbursement is as per National Department of Public Works and Infrastructure rates, table 3, and should not exceed the vehicle capacity of 2150cc. This may be relaxed at the discretion of the delegated official at the request by the appointed consultant.

4. CONDITIONS OF APPOINTMENT

4.1. The professional entity must have within their employment or display, their ability to have access to all the professional consultants as listed in paragraph 3.3.3 above. This can be submitted by way of an organogram and detailed curriculum vitae of the proposed professionals. Where a resource/professional is being outsourced, a contract or agreement between both parties is to be submitted.

4.2. A detailed organogram is to provide details of the various Registered Professional Architect (PR ARCH), Registered Professional Quantity Surveyor (PR QS), Registered Professional Engineers (PR ENG) and Registered Professional Construction Health & Safety Agent (PR CHSA), who will be dedicated to this project as well as the details of who will lead the team. Approval must be made in writing to the Department for any replacement of the designated professional/s at any time during the contract.

4.3. The Architect shall be responsible for assembling the multi-disciplinary team, and for submitting the Bid document.

4.4. The Professional team shall be expected to attend a minimum of two (2) planning / site / technical / progress meetings per month, for the full duration of the project, as and when required to do so. Reimbursement will only be paid for based on attendance of such meetings.

4.5. Failure to submit all the requested documents could result in the quote/bid not being considered.

4.6. The appointment will be as per the Departmental Standard Conditions of Appointment for the respective Disciplines (copies may be requested from the Department).

5. QUALIFICATIONS AND EXPERIENCE

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

- Registered Professional Architect – PR ARCH
- Registered Professional Quantity Surveyor – PR QS
- Registered Professional Structural Engineer – PR ENG
- Registered Professional Civil Engineer – PR ENG
- Registered Professional Electrical Engineer – PR ENG
- Registered Professional Geotechnical Engineer – PR ENG
- Registered Professional Construction Safety Agent – PR CHSA
- Registered Professional Land Surveyor

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

- STAGE 1: Project Initiation and Briefing
- STAGE 2: Concept and Viability
- STAGE 3: Design Development
- STAGE 4: Documentation and Procurement
- STAGE 5: Construction, Documentation and Management
- STAGE 6: Close-out

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

6.1 ARCHITECT

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

- Overall co-ordination of the project initiation, documentation, implementation and close-out.
- Overall Assessment of the existing facility.
- Preliminary and Detailed Design with cognisance to compliance with construction regulations, IUSS and other applicable standards.
- Approvals of design by Health Infrastructure Approval Committee and Design Review Committees
- Contract Documentation & Administration.
- Compilation of as-built information.
- The Architect will be fully responsible and accountable for project compliance with the infrastructure Delivery Management System (IDMS) throughout the project life cycle.

6.2. QUANTITY SURVEYOR

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

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

6.3. 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 including but not limited to:

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

6.4. ELECTRICAL ENGINEER

- The role of an electrical engineer is to assess the existing system and manage the design and construction of any upgrades so that they comply with the necessary codes.
- His responsibilities include designing, testing, installing and maintaining electrical systems that transmit and generate power.
- At design stage, the electrical engineers typically need the skills to work with computer models to have a better idea of what they should design. In addition, electrical engineers may be responsible for calculating the costs of electrical equipment i.e. generators and scheduling delivery dates from supplies.
- At the end of a project, the electrical engineer is responsible for making sure that all codes are met.
- He will be responsible for testing and commissioning all installed electrical equipment and produce as-built drawings of the building's wiring and power supply for submission to council for approval.
- The electrical engineer must have an in-depth knowledge of the building codes.

6.5. CONSTRUCTION HEALTH & SAFETY AGENT

The scope of services is as per the gazetted scope of services for Professional Construction Health and Safety Agent administered by the South African Council for the Project and Construction Management Professions including but not limited to:

- Preliminary and Detailed Safety Specification including project baseline risk assessment process
- Compilation of Bills of Quantities including project hazard identification and risk assessment plan
- Concept and feasibility overall
- Planning Health and safety communication
- Reviewing of the risk control measures for design
- Preparation and briefing checklist
- Providing Construction phase risk profile and monitoring
- Monthly valuations of risk analysis, monitoring and reporting on compliance
- Production of site safety Reports
- General Contract Administration
- The Construction Health and Safety Agent will be obligated to comply with the Infrastructure Delivery
- Management System requirements throughout the project rollout when and as instructed by the Department of Public Works and Infrastructure

7. For fee value structure allow the following percentages

Discipline	% time with Documentation + % on site (considering the 33 months contract period)
Architect	100%
Quantity Surveyor	100%
Structural Engineer	20%
Civil Engineer	30%
Electrical Engineer	15%
Construction Health and Safety Agent	100%
Geotechnical Engineer	Time basis (maximum 150hrs)
Land Surveyor	Time basis (maximum 150hrs)

- The bid is to be based upon the relevant Guideline for Tariff of Fees (Para. ii) as published annually for the respective Discipline Council, less percentage discount (discount percentage on the estimated fee value as above of the Works per discipline) proposed for all disciplines as per table above.
- 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.
- Bidders to note that total final fees payable will be calculated on final value of contract for “fee purposes” only or final contract cost estimates for “fee purposes” only (both for the applicable discipline) - whichever may be applicable at the time.
- Bids to be submitted using the specified Basis of Appointment indicated herein above under Section G 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.
- The estimated project duration is **33 months**.

NB Service provider’s must factor 3960Hours for Contract Skills Development Goals (CSDG) as per Government gazette No. 48491 of volume 694 when submitting their bid offers, in line with BUILD Programme

8. EVALUATION CRITERIA

8.3. The evaluation criteria will be in three phases:

8.3.1. Phase 1:

SCM ADMINISTRATIVE COMPLIANCE

- Correctness of bid documents
- Compliance with bid regulations (registration with CSD, tax clearance certificate and other prescripts requirements)
- Registration on the relevant professional council as a Registered Professional

8.3.2. Phase 2:

MANDATORY CRITERIA

1.	Each Professional team member should have 5-12 years of work experiences – “with a minimum of 3 years of post-registration experience
2.	Bidder must submit a site or company organogram and curriculum Vitae (CV) that sets out the roles of each proposed team member.
3.	Bidder must submit an agreement between the lead consultant and the other entities/person/s. An agreement must be signed by both parties.
4.	A bidder must have previously completed a minimum of two (2) project of similar complexity in the previous 5 (five) years from the closing date of this bid for each discipline. Award letter, practical completion certificate or completion and reference letters for each project must be submitted.
5.	Architect/PA must be Registered as a Professional Architect (Pr. Arch) with South African Council for Architectural Profession (SACAP) with a minimum of 3 years of experience in Architectural designs. Professional Draughtsman is not permissible. Supporting documents - a certified copy certificate of registration as Pr. Arch with SACAP and a detailed Curriculum Vitae showing the required experience.

6.	Quantity Surveyor must be Registered as a Professional Quantity Surveyor (Pr. QS) with South African Council for Quantity Surveying Profession (SACQSP) with a minimum of 3 years of experience in Quantity Surveying. Candidate Quantity Surveyor is not permissible. Supporting documents - a certified copy certificate of registration as Pr. QS with SACQSP and a detailed Curriculum Vitae showing the required experience.
7.	Electrical Engineer must be Registered as a Professional Engineer (Pr. Eng) with Engineering Council of South Africa (ECSA) with a minimum of 3 years of experience in the design of electrical works. Professional Technologist (Pr. Tech Eng) is not permissible. Supporting documents - a certified copy certificate of registration as Pr. Eng with ECSA and a detailed Curriculum Vitae showing the required experience.
8.	Civil Engineer must be Registered as a Professional Engineer (Pr. Eng) with Engineering Council of South Africa (ECSA) with a minimum of 3 years of experience in the design of civil works. Professional Technologist (Pr. Tech Eng) is not permissible. Supporting documents - a certified copy certificate of registration as Pr. Eng with ECSA and a detailed Curriculum Vitae showing the required experience.
9.	Structural Engineer must be Registered as a Professional Engineer (Pr. Eng) with Engineering Council of South Africa (ECSA) with a minimum of 3 years of experience in the design of structural works. Professional Technologist (Pr. Tech Eng) is not permissible. Supporting documents - a certified copy certificate of registration as Pr. Eng with ECSA and a detailed Curriculum Vitae showing the required experience.
10.	Geotechnical Engineer must be Registered as a Professional Engineer (Pr. Eng) with Engineering Council of South Africa (ECSA) with a minimum of 3 years of experience in the design of geotechnical works. Professional Technologist (Pr. Tech Eng) is not permissible. Supporting documents - a certified copy certificate of registration as Pr. Eng with ECSA and a detailed Curriculum Vitae showing the required experience.
11.	Safety Agent must be Registered as a Professional Construction Health and Safety Agent (Pr. CHSA) with South African Council for Project and Construction Management Profession (SACPCMP) with a minimum of 3 years of experience in construction works. Candidate Safety Agent is not permissible. Supporting documents - a certified copy certificate of registration as Pr. CHSA with SACPCMP and a detailed Curriculum Vitae showing the required experience.
12.	Land Surveyor must be Registered with SAGC with a minimum of 3 years of experience in surveying. Supporting documents - a certified copy certificate of registration as Pr. Land Surveyor with SAGC and a detailed Curriculum Vitae showing the required experience.
13.	Proof of the relevant professional Indemnity Insurance – Civil and Structural Engineering: R5,0 million Electrical Engineering: R3,0 million Architectural: R5,0 million Other: R3,0 million

8.3.3. Phase 3:

- Discount offered and preference points.
- Evaluating using the Point System

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

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

CONSTRUCTION VALUE

Estimated Final Value of Contract (As per Project Brief)	R 11 200 000.00
Less: 15% Value Added Tax (VAT)	R 1 680 000.00
Estimated Final Value for Fee Purposes	R 9 520 000.00

APPENDIX A – BID PROFORMA

(To be completed by the Consultant/s)

General Notes –

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

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

TABLE 1		PERCENTAGE BASED FEES			
DISCIPLINE	GAZETTE APPLICABLE PER DISCIPLINE	FEE BREAKDOWN	RAND VALUE	CONSULTANT FULL NAME (Authorised Person)	CONSULTANT SIGNATURE
ARCHITECT & PRINCIPAL AGENT	SACAP Board Notice 672 of 2024	Value for fee purposes: All-inclusive Fee:	R 9 520 000.00 Excl. VAT R _____		
		SUB-TOTAL FEES CARRIED TO SUMMARY:	R _____		
Note – Percentage discount above also applies to any additional time based work carried out up to a maximum of 50 hours, by written prior approval of Project Leader.					

COMPANY STAMP:

DATE:

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

General Notes –

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

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

TABLE 1	PERCENTAGE BASED FEES				
DISCIPLINE	GAZETTE APPLICABLE PER DISCIPLINE	FEE BREAKDOWN	RAND VALUE	CONSULTANT FULL NAME (Authorised Person)	CONSULTANT SIGNATURE
QUANTITY SURVEYOR	SACQSP use rates as per Gazette Notice 52152 of 2025	Value for fee purposes: All-inclusive Fee:	R 9 520 000.00 Excl. VAT R _____		
		TOTAL FEES CARRIED TO SUMMARY:	R _____		
Note – Percentage discount above also applies to any additional time based work carried out up to a maximum of 50 hours, by written prior approval of Project Leader.					

COMPANY STAMP:

DATE:

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

General Notes –

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

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

TABLE 1		PERCENTAGE BASED FEES			
DISCIPLINE	GAZETTE APPLICABLE PER DISCIPLINE	FEE BREAKDOWN	RAND VALUE	CONSULTANT FULL NAME (Authorised Person)	CONSULTANT SIGNATURE
ELECTRICAL ENGINEER	Government Gazette 44333 Board Vol. 669 of 2021	Value for fee purposes: All-inclusive Fee:	R 1 428 000.00 Excl. VAT R _____		
		TOTAL PROJECT FEES CARRIED TO SUMMARY:	R		
Note – Percentage discount above also applies to any additional time based work carried out up to a maximum of 50 hours, by written prior approval of Project Leader.					

COMPANY STAMP:

DATE:

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

General Notes –

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

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

TABLE 1		PERCENTAGE BASED FEES			
DISCIPLINE	GAZETTE APPLICABLE PER DISCIPLINE	FEE BREAKDOWN	RAND VALUE	CONSULTANT FULL NAME (Authorised Person)	CONSULTANT SIGNATURE
CIVIL ENGINEER	Government Gazette 44333 Board Vol. 669 of 2021	Value for fee purposes: All-inclusive Fee:	R 2 856 000.00 Excl. VAT R _____		
		TOTAL PROJECT FEES CARRIED TO SUMMARY:	R _____		
Note – Percentage discount above also applies to any additional time based work carried out up to a maximum of 50 hours, by written prior approval of Project Leader.					

COMPANY STAMP:

DATE:

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

General Notes –

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

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

TABLE 1		PERCENTAGE BASED FEES			
DISCIPLINE	GAZETTE APPLICABLE PER DISCIPLINE	FEE BREAKDOWN	RAND VALUE	CONSULTANT FULL NAME (Authorised Person)	CONSULTANT SIGNATURE
STRUCTURAL ENGINEER	Government Gazette 44333 Board Vol. 669 of 2021	Value for fee purposes: All-inclusive Fee:	R 1 904 000.00 Excl. VAT R _____		
		TOTAL PROJECT FEES CARRIED TO SUMMARY:	R _____		
Note – Percentage discount above also applies to any additional time based work carried out up to a maximum of 50 hours, by written prior approval of Project Leader.					

COMPANY STAMP:

DATE:

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

General Notes –

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

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

TABLE 1		PERCENTAGE BASED FEES			
DISCIPLINE	GAZETTE APPLICABLE PER DISCIPLINE	FEE BREAKDOWN	RAND VALUE	CONSULTANT FULL NAME (Authorised Person)	CONSULTANT SIGNATURE
OHS AGENT	OHS – SACPCMP Board Notice 167 OF 2019	Value for fee purposes: All-inclusive Fee:	R 9 520 000.00 Excl. VAT R _____		
		TOTAL PROJECT FEES CARRIED TO SUMMARY:	R _____		
Note – Percentage discount above also applies to any additional time-based work carried out up to a maximum of 50 hours, by written prior approval of Project Leader.					

COMPANY STAMP:

DATE:

B.U.I.L.D PROGRAMME

Item	Description	Constant factor as per skills standard	Total of professional fees	Professional fees in millions of Rands	Hours of placement provided
	Skills Development				
	Minimum Contract Skills Development Goal (CSDG) (professional fees in millions of Rands x 150 = number of hours of placement (R5,6m x 150 = 840 hours)	150	R	R	= fees in millions of rands x constant factor = hours

Calculation of hosting a student/candidate in months:

_____ hours / 8 hours per day = _____ days

_____ days / 21.67 working days per month = _____ months

Cost of hosting a learner / candidate using Table 3 of the skills standard:

For example, using:

Method 4: candidates with 3 year Diploma or 4 years qualification

(national cost per person per Quarter obtained from CIDB stipend schedule) R_____ / 3 = R_____ (total cost per month to host a learner)

Total cost : R _____ x _____ months = R _____ (this includes the stipend, mentorship and provision for additional cost as described in the skills standard).

Total amount to be carried to final summary under B.U.I.L.D programme

FEES SUMMARY

NO	DESCRIPTION	Item		% Fees including discount offered	FINAL AMOUNT
		Estimated Construction Cost R 9 520 000.00 (excluding VAT)			
	Discipline	Estimated Value for Fee	Estimated Fees	% Discount	R
1	Architect – SACAP Board Notice 672 of 2024 for project (Duties of Architect and Employer's Agent)	R 9 520 000.00			
2..	Quantity Surveyor – SACQSP Gazette Notice 52152 of 2025	R 9 520 000.00			
3.	Electrical Engineer – ECSA Gazette 44333 Board Vol. 669 of 2021	R 1 428 000.00			
4.	Civil Engineer – ECSA Gazette 44333 Board Vol. 669 of 2021	R 2 856 000.00			
5.	Structural Engineer – ECSA Gazette 44333 Board Vol. 669 of 2021	R 1 904 000.00			
6.	Construction Health and Safety Agent – SACPCMP Board Notice 167 of 2019	R 9 520 000.00			
7.	Geotechnical Investigation – Time based (Hours)	150 hours (Max)			
8.	Land surveyor – Time-based (Hours)	100 hours (Max)			
9.	B.U.I.L.D. programme			N/A	
SUB-TOTAL CARRIED TO FINAL SUMMARY					

DISBURSEMENT CALCULATIONS

DISBURSEMENTS RELATED TO KILOMETRES TRAVELLED (To be completed for each of the following disciplines, *Architect, Quantity Surveyor, Electrical, Civil, Structural, Health and Safety Agent*) and total carried to final summary)

Project Stage	No. of Return Trips from Your Office to Destinations Below (A)	Total Distance Travelled (B)	Rate (C)	Amount (D = A X B X C)	Toll fees excl VAT(if applicable) ('E)	Total Amount F = D +E
Planning	Ulundi	2				
	PMB	2				
	Site	3				
Construction	Site	63				
Close- Out	Ulundi	1				
TOTAL CARRIED TO FINAL SUMMARY						

DISBURSEMENTS RELATED TO KILOMETRES TRAVELLED (To be completed for each of the following disciplines, *Architect, Quantity Surveyor, Electrical, Civil, Structural, Health and Safety Agent*) and total carried to final summary)

Project Stage	No. of Return Trips from Your Office to Destinations Below (A)		Total Distance Travelled (B)	Rate ('C)	Amount (D = A X B X C)	Toll fees excl VAT(if applicable) ('E)	Total Amount F = D +E
Planning	Ulundi	2					
	PMB	2					
	Site	3					
Construction	Site	63					
Close- Out	Ulundi	1					
<u>TOTAL CARRIED TO FINAL SUMMARY</u>							

DISBURSEMENTS RELATED TO TRAVELLING TIME (To be completed for each of the following disciplines, *Architect, Quantity Surveyor, Electrical, Civil, Structural, Health and Safety Agent*) and total carried to final summary)

Project Stage	No. of Return Trips from Your Office to Destinations Below (A)		Nett Travel Time per return trip = Gross Travel Time minus Two Hours (B)	Name of Person (Category or Designation)	Category (ii) or (iii)	Rate (C')	Total Amount D = A X B X C
Planning	Ulundi	2					
	PMB	2					
	Site	3					
Construction	Site	63					
Close- Out	Ulundi	1					
<u>TOTAL CARRIED TO FINAL SUMMARY</u>							

DISBURSEMENTS RELATED TO KILOMETRES TRAVELLED (To be completed for each of the following disciplines, *Architect, Quantity Surveyor, Electrical, Civil, Structural, Health and Safety Agent*) and total carried to final summary)

Project Stage	No. of Return Trips from Your Office to Destinations Below (A)		Total Distance Travelled (B)	Rate ('C)	Amount (D = A X B X C)	Toll fees excl VAT(if applicable) ('E)	Total Amount F = D +E
Planning	Ulundi	2					
	PMB	2					
	Site	3					
Construction	Site	63					
Close- Out	Ulundi	1					
<u>TOTAL CARRIED TO FINAL SUMMARY</u>							

DISBURSEMENTS RELATED TO KILOMETRES TRAVELLED (To be completed for each of the following disciplines, *Architect, Quantity Surveyor, Electrical, Civil, Structural, Health and Safety Agent*) and total carried to

final summary)							
Project Stage	No. of Return Trips from Your Office to Destinations Below (A)		Total Distance Travelled (B)	Rate ('C)	Amount (D = A X B X C)	Toll fees excl VAT(if applicable) ('E)	Total Amount F = D +E
Planning	Ulundi	2					
	PMB	2					
	Site	3					
Construction	Site	63					
Close- Out	Ulundi	1					
<u>TOTAL CARRIED TO FINAL SUMMARY</u>							

<u>DISBURSEMENTS RELATED TO KILOMETRES TRAVELLED</u> (To be completed for each of the following disciplines, <i>Architect, Quantity Surveyor, Electrical, Civil, Structural, Health and Safety Agent</i>) and total carried to final summary)							
Project Stage	No. of Return Trips from Your Office to Destinations Below (A)		Total Distance Travelled (B)	Rate ('C)	Amount (D = A X B X C)	Toll fees excl VAT(if applicable) ('E)	Total Amount F = D +E
Planning	Ulundi	2					
	PMB	2					
	Site	3					
Construction	Site	63					
Close- Out	Ulundi	1					
<u>TOTAL CARRIED TO FINAL SUMMARY</u>							

<u>DISBURSEMENTS RELATED TO KILOMETRES TRAVELLED</u> (To be completed for each of the following disciplines, <i>Architect, Quantity Surveyor, Electrical, Civil, Structural, Health and Safety Agent</i>) and total carried to final summary)							
Project Stage	No. of Return Trips from Your Office to Destinations Below (A)		Total Distance Travelled (B)	Rate ('C)	Amount (D = A X B X C)	Toll fees excl VAT(if applicable) ('E)	Total Amount F = D +E
Planning	Ulundi	2					
	PMB	2					
	Site	3					
Construction	Site	63					
Close- Out	Ulundi	1					
<u>TOTAL CARRIED TO FINAL SUMMARY</u>							

<u>DISBURSEMENTS RELATED TO KILOMETRES TRAVELLED</u> (To be completed for each of the following disciplines, <i>Land Surveyor and Geotechnical Engineer</i>) and total carried to final summary)						
	No. of Return Trips from	Total	Rate ('C)	Amount	Toll fees	Total

Project Stage	Your Office to Destinations Below (A)	Distance Travelled (B)	(D = A X B X C)	excl VAT(if applicable) ('E)	Amount F = D +E
Planning	Ulundi	1			
	PMB	1			
	Site	1			
Construction	Site	1			
Close- Out	Ulundi	1			
TOTAL CARRIED TO FINAL SUMMARY					

DISBURSEMENTS RELATED TO TRAVELLING TIME (To be completed for each of the following disciplines, *Land Surveyor and Geotechnical Engineer*) and total carried to final summary)

Project Stage	No. of Return Trips from Your Office to Destinations Below (A)	Nett Travel Time per return trip = Gross Travel Time minus Two Hours (B)	Name of Person (Category or Designation)	Category (ii) or (iii)	Rate (C')	Total Amount D = A X B X C
Planning	Ulundi	1				
	PMB	1				
	Site	1				
Construction	Site	1				
Close- Out	Ulundi	1				
TOTAL CARRIED TO FINAL SUMMARY						

Service provider's must factor 3960Hours for Contract Skills Development Goals (CSDG) as per Government gazette No. 48491 of volume 694 when submitting their bid offers, in line with BUILD Programme

FINAL SUMMARY

<u>FINAL SUMMARY</u>	
TOTAL PROFESSIONAL FEES INCLUDING B.U.I.L.D PROGRAMME	R
TOTAL DISBURSEMENTS RELATED TO KILOMETRES TRAVELLED	R
TOTAL DISBURSEMENTS RELATED TO TRAVELLING TIME	R
SUB-TOTAL	R
MISCELLANEOUS DISBURSEMENTS AT 1%	R
TOTAL AMOUNT EXCLUDING VAT	R
DISCOUNT @ ----%	
DISCOUNT FEES INCLUDING DISBURSEMENTS	
Vat @ 15%	R
Total Carried to Form of offer	R

APPENDIX B

PROFORMA OF REFERENCE CHECK

BID – DETAILS OF PREVIOUS SIMILAR PROJECT EXPERIENCE

To be completed by reference and returned

PROJECT 1:

Name of Project:

Name of firm/ Bidder:

Client/ client Department:

Contract Amount:

Contract Duration:

Actual Contract Duration:

Description / Performance	Poor (0)	Fair (1)	Good (3)	Excellent (4-5)	Comment
Overall Project Planning by Consultant					
Cost Management					
Timeous cooperation during implementation of contract/ Adherence to set time frames					
Performance of resources during project implementation					
Quality of reports					
Technical experience of resources					
Timeous compilation of final accounts/ as built drawings/					
Contribution to risk management					
Timeous communication					
Total score (sum of all scores)					

Reference Name

Reference Signature:

Designation:

Date:

Telephone number:

Stamp

APPENDIX C – CONTRACT DATA

C1.2 Contract Data

C1.2.1 Standard Professional Services Contract

The conditions applicable to this Contract are the Standard Professional Services Contract (August 2005) Second Edition of CIDB document 1015, published by the Construction Industry Development Board.C1.2.2

Data provided by the Employer.

Clause	
	<p>The General Conditions of Contract in the Standard Professional Services Contract (2009 applicable to different disciplines) 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 and Infrastructure.
1	The Period of Performance is from inception of this Contract for period on 33 months / completion of SIPDM Stage 7, which ever come first.
1	The Scope is: ZNTU 04270 W: WIMS 039295: KING CETSHWAYO DISTRICT: KZN DEPARTMENT OF TRANSPORT: EMPANGENI DLTC: THE APPOINTMENT OF A MULTI DISCIPLINE PROFESSIONAL TEAM WITH ARCHITECT AS PRINCIPAL AGENT SERVICE PROVIDER FOR DESIGN, CONSTRUCTION AND CLOSE OUT OF THE PROJECT (STAGE 1-7 OF FIDPM). THE PROJECT ENTAILS UPGRADES AND ADDITIONS TO THE FACILITY.
3.4 and 4.3.2	The authorised and designated representative of the Employer is the departmental project manager, details of whom are as indicated in T1.1 Notice and Invitation to Tender under item T1.1.4.
3.4.1	Communication by e-mail is not permitted.
3.5	<p>The Services shall be executed for the KZN Department of Public Works and Infrastructure, North Coast Regional Office, in Ulundi.</p> <p>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.</p>
3.6	Omit the following: “... within two (2) years of completion of the Service ...”.
3.11.1	<p>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.</p> <p>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.</p>
3.14	<p>For fees stipulated as “value based” in C2.1 Pricing Instructions, C2.1.1.1:</p> <p>Programme:</p> <p>A programme for the performance of the Service shall be submitted by the Service Provider, identified as the principal agent, to the departmental project manager, within a period of two (2) weeks following the briefing meeting.</p> <p>The programme will be the result of the co-ordination of all appointed Service Providers’ inputs and shall be in sufficient detail describing key milestones, events and activities linked to the fastest realistic timeframes in which the Service can be delivered. Milestones and events are to</p>

	<p>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. In the event of the Employer not being satisfied with the submitted PEP, the Parties will negotiate in good faith towards a PEP that will be agreeable to both. Such an agreed-upon PEP will form the basis for the management of the appointment and remuneration purposes. Should circumstance change from the initial briefing, the Service Provider and the Employer will negotiate a revised PEP to satisfy such change(s). Should the Parties fail to reach agreement on the PEP or revised PEP, the matter will be dealt with in terms of the General Conditions of Contract. Should the mediation process fail, the Contract will be deemed to have been mutually terminated and any reasonable fees accrued at that stage settled by the Employer</p>
4.1.1	<p>Briefing meeting: applicable</p> <p>The departmental project manager shall arrange a briefing meeting, compulsory for all appointed Service Providers, as soon as practicable after the appointment of the professional team as referred to in C3.5.1 Service Providers, or after the appointment of the core members of the professional team required to commence with the Services if not appointed at the same time, during which meeting the departmental project manager, together with any supporting advisors, will verbally brief the professional team comprehensively regarding the requirements of the project and the Scope of Services and hand over, to the Service Providers, all documentation relevant to the execution of the Service.</p>
4.4	A list of others providing Services on this Project will be provided by the Project Manager.
5.4.1	Minimum professional insurance cover of to a maximum as may be required by claim, with the first amount payable not exceeding 5% of the value of indemnity, and/or personal liability – all as more comprehensively described in C1.2.3 Data provided by the Service Provider and in respect of which the Service Provider must provide data as required.
5.5	<p>The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions:</p> <ol style="list-style-type: none"> 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 in clause 3.14 above (see Appendix C Scope of Services, and Accommodation schedule extracted from the Brief).
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 clause 5.4.1 of the General Conditions of Contract.
13.4	Neither the Employer nor the Service Provider is liable for any loss or damage resulting from any occurrence unless a claim is formally made within 5 years from the date of termination or completion of the Contract.
13.5	The amount of compensation is unlimited.
13.6	The provisions of 13.6 do not apply to the Contract.
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).
16	The multi discipline shall achieve in the performance of the contract the Contract Skills Development Goal (CSDG) established in the CIDB Standard for Development Skills through infrastructure contracts, published in Gazette Notice No. 48491 of 28 April 2023

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 C1.1 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 PA-15.1 by the tendering Service Provider.
5.4.1	<p><u>Indemnification of the Employer</u></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 <i>exceptionis non causa debiti, non numeratae pecuniae</i> and <i>excussionis</i> or any other exceptions which may be legally raised against the enforceability of this indemnification.</p> <p>Notwithstanding the indemnification required above, the Employer reserves the right to claim damages from the Service Provider for this Project where the Service Provider neglects to discharge its obligations in terms of this agreement.</p> <p>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>		
	Name	Principal and/or employed professional(s)	Specific duties
	1.		
	2.		
	3.		
	4.		
	5.		
	6.		
	7.		
	8.		
	9.		
	10.		
7.2	A Personnel Schedule is not required.		

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

C2: PRICING DATA

C2.1 Pricing Instructions

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

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

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

C2.1.1.2 Tenderers are to tender:

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

or

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

C2.1.2 Remuneration for Professional Service Providers

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

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

or

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

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

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

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

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

C2.1.2.5 All fee accounts must be accompanied by an updated original written certification by the quantity surveyor, if appointed, of the amount(s) on which fees are based. The onus, however, rests on the Service Provider to calculate fees on the appropriate value and according to the correct fee scale, read. in conjunction with this Contract.

C2.1.2.6 All fee accounts need to be signed by a principal of the Service Provider and submitted in original. format, failing which the accounts will be returned. Copies, facsimiles, electronic and other versions of fee accounts will not be considered for payment.

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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.

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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

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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 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.

C2.1.3.6.6 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.

C2.1.3.6.7 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

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

C2.1.4 Time based fees

C2.1.4.1 Fees for work done under a time based fee

Where time based fees are payable (if basis of remuneration has been set at "time basis" according to the bid as per the NDPW Rates.

C2.1.4.3 Work will be remunerated for at the category level in which it falls as defined above, irrespective of whether the person who in fact executed the work functions at a higher category of responsibility and competence.

C2.1.5 Set off

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

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

C2.1.6.1 Reimbursable rates

The costs of typing, printing and duplicating work in connection with the documentation which must of necessity be done, except those which must in terms of the relevant Manual or other instructions be provided free of charge, shall be reimbursable at rates applicable at the time of the execution of such work. The document "Rates for Reimbursable Expenses" as amended from time to time and referred to below, is obtainable on the Employer's Website: <http://www.publicworks.gov.za/> under "Documents"; "Consultants Guidelines"; item 1.

C2.1.6.2 Typing and duplicating

If the Service Provider cannot undertake the work himself, he may have it done by another service provider which specialises in this type of work and he shall be paid the actual costs incurred upon submission of statements and receipts which have been endorsed by him confirming that the tariff is the most economical for the locality concerned.

If the Service Provider undertakes the work himself, he shall be paid in respect of actual expenses incurred subject to the maximum tariffs per A4 sheet as set out in Table 1 in the "Rates for Reimbursable Expenses".

Typing and duplicating expenses shall only be refunded in respect of the final copies of the following documents namely formal reports, formal soil investigation reports, specifications, feasibility reports,

bills of quantities, material lists, minutes of site meetings and final accounts. The cost of printed hard covers shall only be paid in respect of documents which will be made available to the public such as bills of quantities and specifications or where provision of hard covers is specifically approved. The typing of correspondence, appendices and covering letters are deemed to be included in the value based fees and time based fees paid.

C2.1.6.3 Drawing duplication

(a) For drawing duplication the standard rate as set out in Table 2 in the “Rates for Reimbursable Expenses” may be claimed or may be claimed according to the provisions as in (b) or (c) below.

(b) If the Service Provider undertakes the duplication of drawings, using his own duplication equipment, he shall be paid the actual cost incurred on condition that it is not higher than the lowest of three quotations of local firms doing drawing duplication in his locality. Such quotations must accompany his account.

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

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(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.

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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

C.6. FIPDM STAGES

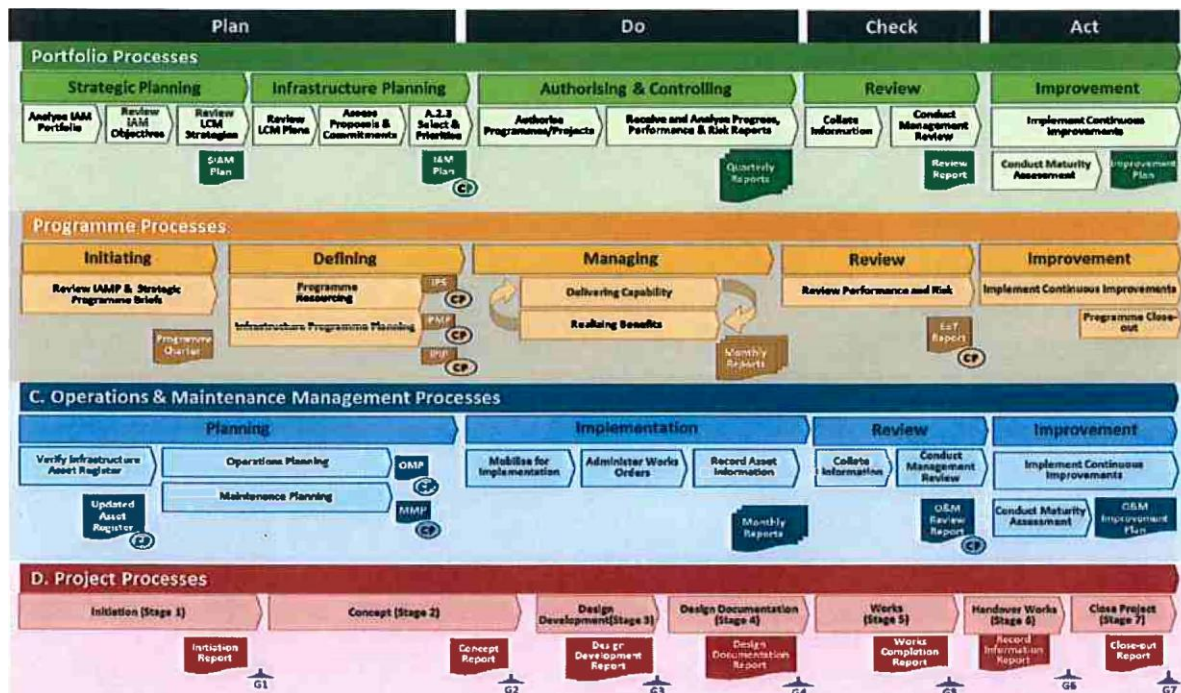


Figure 20: IDM Progress Diagram - FIDPM

(Source: Framework for infrastructure Delivery and Procurement Management, Oct . , 2019)

Stage 1 PROJECT INITIATIONS

- Deliverable Initiation report
- The initiation report, which defines project objectives, needs, acceptance criteria, organization's priorities and aspirations, procurement strategies, and which sets out the basis for the development of the concept report.

Stage 2 CONCEPT

- Deliverable Concept report
- The concept stage represents an opportunity for the development of the different design concepts to satisfy the project requirements, as developed during stage 1. It also presents, through the testing of alternative approaches, an opportunity to select a particular conceptual approach. The ultimate objective of this stage is to determine whether the project is viable to proceed, with respect to available budget, technical solutions, time-frame and other information that may be required.
- The concept report should as a minimum, provide the following information:
- Document the initial design criteria, cost plan, design options and the selection of the preferred design option, or the methods and procedures required to maintain the condition of infrastructure for the project.
- Establish the detailed brief, scope, scale, form and cost plan for the project, including, where necessary, the obtaining of site studies and construction and special advice.
- Provide an indicative schedule for documentation and construction or maintenance services, associated with the project.
- Include a site development plan, or other suitable schematic layout of the works.
- Describe the statutory permissions, funding approvals and utility approvals required to proceed with the works associated with the project.
- Include a baseline risk assessment for the project, and a health and safety plan, which is a requirement for the construction Regulation, issued in terms of the Occupational Health and Safety Act.
- Contain a risk report linked to the need for further surveys, tests, other investigations and consents and approvals, if any, during subsequent and identified health, safety and environmental risk.

Stage 3 DESIGN DEVELOPMENT

- Deliverable Design development report
- The design development report shall as necessary:
- Develop in detail the approved concept to finalise the design and definition criteria ○ Establish the detailed form, character, function and costing.
- Define all components in terms of overall size, typical detail, performances and outline specification.
- Describe how infrastructure or elements or components thereof are to function, how they are to be safely constructed, how they are to be maintained and how they are to be commissioned.
- Confirm that the project scope can be completed within the budget or propose a revision to the budget.

Stage 4 DESIGN DOCUMENTATION

- Deliverable Design documentation
- Design documentation provides the:
- Production information that details, performance definition, specification, sizing and positioning of all systems and components that would enable construction
- Manufacture, fabrication and construction information for specific components of the work informed by the production information.

Stage 5 WORKS

- Deliverable Completed Works capable of being used or occupied
- The following is required for completion of the Works Stage:
- Completion of the works is certified in accordance with the provisions of the contract:
- The goods and associated services are certified as being delivered in accordance with the provisions of the contract.

Stage 6 HANDOVER

- Deliverable Works which have been taken over by user or owner; completed training; Record information
- The following activities shall be undertaken during the handover stage:
- Finalize and assemble record information which accurately reflects the infrastructure that is acquired, rehabilitated, refurbished or maintained; o Hand over the works and record information to the user organization and if necessary, train end user staff in the operation of the work

Stage 7 CLOSE OUT

- Deliverable Defects certificates or certificates of final completion issued
- Final amount due to the contractor in terms of the contract is certified
- Close out report is accepted
- Sub-deliverable 1 The Close-Out Stage commences when the end users accepts liability for the works. It is complete when:
 - Record information is archived.
 - Defects certificates and certificates of final completion are issued in terms of the contract.
 - Final amount due to the contractor is certified, in terms of the contract;
 - Close-out report is prepared by the implementer and approved by the Client Department