



**KWAZULU-NATAL PROVINCE**

**HEALTH**  
REPUBLIC OF SOUTH AFRICA

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**PROJECT NO.** : ZNB 10033/2021/H

**DESCRIPTION OF SERVICE** : APPOINTMENT OF A MULTIDISCIPLINARY PROFESSIONAL TEAM FOR EMERGENCY MEDICAL SERVICES: CONSTRUCTION OF EMS WASHBAYS PHASE 2 AND 3 ON VARIOUS HEALTH FACILITIES IN THE NORTHERN REGION : (AMAJUBA, KING CETSHWAYO, UMKHANYAKUDE, UMZINYATHI AND ZULULAND HEALTH DISTRICTS)

**DISCIPLINE** : MULTIDISCIPLINARY TEAM LED BY AN ARCHITECT

**DEPARTMENT OF HEALTH  
CENTRAL SUPPLY CHAIN MANAGEMENT DIRECTORATE  
Private Bag X9051  
Pietermaritzburg  
3200**

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

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## **SECTION A INVITATION TO BID**

### **DESCRIPTION:**

THE APPOINTMENT OF A MULTIDISCIPLINARY PROFESSIONAL TEAM LED BY AN ARCHITECT TO PROVIDE PROFESSIONAL CONSULTING SERVICES FOR EMERGENCY MEDICAL SERVICES: CONSTRUCTION OF EMS WASHBAYS PHASE 2 AND 3 ON VARIOUS HEALTH FACILITIES (AMAJUBA, KING CETSHWAYO, UMKHANYAKUDE, UMZINYATHI, AND ZULULAND DISTRICT)

Project Number : ZNB 10033/2021/H  
Closing Date : 4 March 2022  
Closing Time : 11:00  
Advert Date : 4 February 2022

Compulsory Briefing : Yes  
Date : 22 February 2022  
Time : 11:00  
Venue : Uthungulu Health District Office, 2 Lood Ave, Kuleka, Empangeni, 3880  
Validity period : 84 days

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM

### **BID DOCUMENTS MAY BE POSTED TO:**

HEAD: DEPARTMENT OF HEALTH  
CENTRAL SUPPLY CHAIN MANAGEMENT DIRECTORATE  
PRIVATE BAG X9051  
PIETERMARITZBURG,  
3200

OR

### **DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS):**

SUPPLY CHAIN MANAGEMENT  
OLD BOYS SCHOOL  
310 JABU NDLOVU STREET  
PIETERMARITZBURG  
3201

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

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

**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)  
THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT  
AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS**

**OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT  
THE FOLLOWING PARTICULARS MUST BE FURNISHED (FAILURE TO DO SO WILL RESULT IN YOUR BID BEING DISQUALIFIED)**

NAME OF BIDDER: \_\_\_\_\_

POSTAL ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Code: \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
Code: \_\_\_\_\_

TELEPHONE: Code: \_\_\_\_\_ Number: \_\_\_\_\_

CELL PHONE : Code: \_\_\_\_\_ Number: \_\_\_\_\_

FACSIMILE NUMBER: Code: \_\_\_\_\_ Number: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

VAT REGISTRATION NUMBER: \_\_\_\_\_

SIGNATURE OF BIDDER: \_\_\_\_\_  
\_\_\_\_\_

DATE: \_\_\_\_\_

CAPACITY UNDER WHICH THIS BID IS SIGNED: \_\_\_\_\_

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

Department : KZN - DEPARTMENT OF HEALTH  
Contact Person : Junitha Sookraj  
Tel : (033) 815 8369  
E-mail address : [junitha.sookraj@kznhealth.gov.za](mailto:junitha.sookraj@kznhealth.gov.za)

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

Department : KZN - DEPARTMENT OF HEALTH  
Contact Person : Amile Ndlovu  
Tel : (081) 717 5835  
E-mail address : [Amile.Ndlovu@kznhealth.gov.za](mailto:Amile.Ndlovu@kznhealth.gov.za)

## **SECTION B**

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

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

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and vice versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances, whatsoever may the bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
4. Bid submitted must be complete in all respects.
5. Bid shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.
6. Each bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, such bids will be rejected as being invalid.
7. A specific box is provided for the receipt of bids, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.
8. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the bid documentation, and proof of posting will not be accepted as proof of delivery.
9. No bid submitted by telefax, telegraphic or other electronic means will be considered.
10. Bid documents must not be included in packages containing samples. Such bids will be rejected as being invalid.
11. Any alteration made by the bidder must be initialled.
12. Use of correcting fluid is prohibited and will render the bid invalid.
13. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.

## **SECTION C**

### **REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE**

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

In addition, I am aware that incorrect or outdated information may be a cause for disqualification of this bid from the bidding process, and/or possible cancellation of the contract that may be awarded on the basis of this bid.

.....  
Name of bidder

.....  
Signature of bidder or authorised representative

.....  
Date

## SECTION E

### DECLARATION OF INTEREST – SBD 4

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price bid). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
  - the bidder is employed by the state; and/or
  - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
3. Full Name of bidder or his or her representative:
4. Identity Number:
5. Position occupied in the Company (director, trustee, shareholder<sup>2</sup>, member):
6. Registration number of company, enterprise, close corporation, partnership agreement or trust:
7. Tax Reference Number:

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<sup>1</sup> "State" means –  
any National or Provincial Department, National or Provincial Public Entity or Constitutional Institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);

- a) any Municipality or Municipal Entity;
- b) Provincial Legislature;
- c) National Assembly or the National Council of Provinces; or
- d) Parliament.

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



**8.** VAT Registration Number:

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

**10.** Are you or any person connected with the bidder presently employed by the state?

YES / NO

**11.** If so, furnish the following particulars:

---

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

---

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

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Position occupied in the state institution:

Any other particulars:

---

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**12.** If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?

YES / NO

**13.** If yes, did you attach proof of such authority to the bid document? (Note: Failure to submit proof of such authority, where applicable, will result in the disqualification of the bid)

YES / NO

**14.** If no, furnish reasons for non-submission of such proof:

---

15. Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?

YES / NO

16. If so, furnish particulars:

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17. Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?

YES / NO

18. If so, furnish particulars.

---

19. Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

YES / NO

20. If so, furnish particulars.

---

21. Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

YES / NO

22. If so, furnish particulars.

---

Full details of directors / trustees / members / shareholders.

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

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

**DECLARATION**

I, the undersigned

.....  
 (name)

Certify that the information furnished in paragraphs 2 and 3 above is correct.

I accept that the state may reject the bid or act against me should this declaration prove to be false.

.....  
 Signature

.....  
 Date

.....  
 Position

.....  
 Name of bidder

## **SECTION F**

### **FORM OF OFFER AND ACCEPTANCE**

#### **1. Offer**

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

**An Entity to provide a multidisciplinary team of experienced and skilled professional consulting services with an Architect as Lead Consultant**

For the project: Emergency Medical Services: Construction of EMS Wash bays Phase 2 and 3 on Various Health Facilities at Amajuba, King Cetshwayo, Umkhanyakude, Umzinyathi And Zululand Districts.

The bidder, 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 bidder, deemed to be duly authorized, signing this part of this form of offer and acceptance, the bidder 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.

#### **2. Price**

The offered price for the multidisciplinary team with an Architect as Lead Consultant, inclusive of value added tax, is

R (in figures)

---

and,

---

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 bidder before the end of the period of validity stated in the Tender Data, whereupon the bidder becomes the party named as the Service Provider in the conditions of Contract identified in the Contract Data.

3. This offer is made by the following Legal Entity: **(please cross out the block that is not applicable)**

Company or Close Corporation
Registration number:
Income Tax Reference number:

or

Natural person or Partnership
Identity number:
Income Tax Reference number:

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:

---

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.

4. **Signed for the bidder:**

---

Name of representative

---

Signature

---

Date

**5. Witnessed by:**

.....  
Name of representative

.....  
Signature

.....  
Date

**6. Domicilium Citandi Et Executandi**

The bidder 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):

Street address::

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

Code:

Postal address

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

Code:

Telephone:

Code:

Number:

Cell phone :

Code:

Number:

Facsimile number:

Code:

Number:

E-mail address:

.....

Banker:

Branch:

**7. Acceptance**

By signing this part of this form of offer and acceptance, the Employer identified below accepts the bidder'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 bidder's offer shall form an agreement between the Employer and the bidder upon the terms and conditions contained in this agreement and in the Contract that is the subject of this agreement.

**8. The terms of the Contract**

The terms of the Contract are contained in:

Part C1 Agreements and Contract Data, (which includes this agreement) Part C2 Pricing Data

and;

Documents or parts thereof, which may be incorporated by reference into Parts C1 to C2 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 bidder 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 bidder 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 bidder (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.

**9. Signed for the Employer:**

.....  
Name of representative

.....  
Signature

.....  
Date

Street address:

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

Code:

.....

Telephone:

Code:

Number:

.....

Facsimile number:

Code:

Number:

.....

**10. Witnessed by:**

.....  
Name of representative

.....  
Signature

.....  
Date



**11. Schedule of Deviations**

1	Subject	.....
	Details	..... ..... ..... .....
2	Subject	.....
	Details	..... ..... ..... .....
3	Subject	.....
	Details	..... ..... ..... .....
4	Subject	.....
	Details	..... ..... ..... .....
5	Subject	.....
	Details	..... ..... ..... .....

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

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

## SECTION G

### SPECIFICATIONS, SCOPE, EVALUATION

#### AN ENTITY TO PROVIDE A MULTIDISCIPLINARY TEAM OF EXPERIENCED AND SKILLED PROFESSIONAL CONSULTING SERVICES WITH AN ARCHITECT AS LEAD CONSULTANT

##### 1. Project Description:

Emergency Medical Services: Construction of EMS Washbays Phase 2 and 3 on Various Health Facilities at Amajuba, King Cetshwayo, Umkhanyakude, Umzinyathi And Zululand Districts - Construct new wash bay facilitates for ambulances comprising sluice, gas storage, equipment store, waste store and vehicle wash area.

##### 2. Project Background and Specification

Kwa-Zulu Natal Emergency Medical Services (KZN EMS) is one of the three core functions within the Department of Health, which aims to provide a quality, efficient, professional and caring emergency medical and rescue service throughout the Province of KwaZulu-Natal. It is a specialized 24hrs ambulance service catering for the needs of the people of KZN, from the city canterers to the most rural areas.

In July 2014 changes were made to the National Health Act, 2003 (Act No.61 of 2003) that introduced new regulations for emergency services. These include washing services for vehicles like ambulances and buses for both the private and public sector. The Department of Health identified that their facilities are not in line with these new standards especially in terms of wash bays, sluice facilities and gas storage.

Compliance with current standards is essential for operating licenses to be renewed. EMS identified a task team to lead the infrastructure component of the new regulations due to the magnitude of the exercise, with rural health districts being prioritised.

##### 3. Detailed Project Scope of Work

The existing layouts, components and drawings of a typical KZN EMS Washbay will be displayed at the briefing meeting. Upon successful award of the project to the bidder, the required EMS Washbay layouts, components and drawings will be explored, developed and finalised with the successful bidder with the assistance of the EMS authorities. The final design that will be provided by the successful bidder will also take into account the specific site conditions at each facility site.

The facilities are packaged to be implemented by individual contractors as follows in the below tables.

##### Package 1:

No	Facility Name	District	Facility Owner	Latitude	Longitude
1	KwaMagwaza Hospital (Melmoth EMS Base)	King Cetshwayo	Government Provincial	-28.629327	31.34105
2	Eshowe FPS EMS Base	King Cetshwayo	Government Provincial	-28.891004	31.466456
3	Ekhombe Hospital Base	King Cetshwayo	Government Provincial	-28.641347	30.893213
4	Mseleni Hospital	UMkhanyakude	Government Provincial	-27.325663	32.556644

**Package 2:**

No	Facility Name	District	Facility Owner	Latitude	Longitude
1	Ceza Hospital	Zululand	Government - Provincial	-27.996074	31.377188
2	Ulundi Stand Alone EMS Base	Zululand	Government - Provincial		
3	Nongoma Hospital (Benedictine)	Zululand	Government - Provincial	-27.8910013	31.639325
4	Vryheid Hospital Base	Zululand	Government - Provincial	-27.7583528	30.7970875

**Package 3:**

No	Facility Name	District	Facility Owner	Latitude	Longitude
1	Dannhauser CHC	Amajuba	Government - Provincial	-28.013526	30.057398
2	Utrecht EMS Base	Amajuba	Government - Provincial		
3	Madadeni EMS Base	Amajuba	Government - Provincial	-27.763598	30.050801
4	Charles Johnson Hospital	UMzinyathi	Government - Provincial	-28.211963	30.672921

**Location:**

- Province: Kwa-Zulu Natal
- District Municipality: King Cetshwayo, Zululand, UMkhanyakude, UMzinyathi & Amajuba
- Local Municipality: Various Municipalities
- Ward: N/A
- Cadastral description: Above in Package 1,2 and 3 tables
- Facility name: Above in Package 1,2 and 3 tables
- Telephone number: (081) 717 5835 (Technical enquiries)

**4. Project Outcomes:**

Construction of new wash bays that will promote improved working environment to staff in line with compliance to Department of Health standards.

**5. Project Objectives:**

To improve the working conditions of EMS response staff by providing them with world class facilities for the washing of their vehicles, storage of waste, gas and other equipment. This will further improve service delivery to the patients using the service.

**6. Project Success Criteria:**

Success will be measured by job creation, improved working conditions for staff and compliance with National Health Act, 2003 (Act No. 61 of 2003) and improved service delivery as a result.

## 7. Scope of Works of the Construction Project:

Please refer to the Project Brief attached as Appendix D for the proposed full scope of the project.

## 8. Statutory Requirements:

Legislation:	All applicable Acts and Regulations pertaining to the Health Environment; OHS Act and Regulations; and All applicable Acts and Regulations for the various Professional Consultancy Services
Norms:	Infrastructure Unit Support Systems (IUSS) guidelines
Standards:	Infrastructure Unit Support Systems (IUSS) guidelines; Standard for Infrastructure Procurement and Delivery Management; Framework for Infrastructure Delivery and Procurement Management (FIDPM) and All applicable standards, regulations and/or specifications of KZN Department of Health
Policies:	All applicable policies of KZN Department of Health
Other Requirements:	Relevant SANS codes All applicable standards, regulations and/or specifications of KZN Department of Health

## 9. Required Multidisciplinary Team Composition

- Architect including Principal Consultant and Principal Agent Services
- Quantity Surveyor
- Structural Engineer/Technologist
- Civil Engineer/Technologist
- Electrical Engineer/Technologist
- Construction Health and Safety Agent
- Land Surveyor
- Geotechnical Engineer/Technologist

## 10. Scope of Services required from Team of Professional Service Providers (PSP):

The standard services/deliverables required (for All Construction Stages) from the consultants are as set out in the following government gazettes:

### 10.1. Architect including Principal Consultant and Principal Agent Services

South African council for the Architectural Profession, Board Notice 122 of 2015, Government Gazette No. 38863, 12 June 2015

### 10.2. Quantity Surveyor

The South African Council for the Quantity Surveying Professions, Board Notice 170 of 2015, Government Gazette No 391134 of 28 August 2015

10.3. Engineers/Technologist

Engineering Council of South Africa, Board Notice 138 of 2015, Government Gazette No. 39480 of 04 December 2015

10.4. Construction Health & Safety Agent

All roles, responsibilities and deliverables as stated in the South African Council for the Project and Construction Management Professions, Board Notice 167 of 2019 Government Gazette No. 42697 of 13 September 2019 pertaining to the Construction Health and Safety Profession.

10.5. Land Surveyor

The Lead Consultant shall confirm the detailed scope of work that will be required from Land Surveyor. The Land Surveyor shall be procured by the Lead Consultant post award of this contract and shall be paid through the Lead Consultant as a disbursement. The Lead Consultant shall be required to source 3 quotations from Professional Land Surveyors in the area with the lowest quotation being accepted. No additional fees shall be due to the Lead Consultant in respect of this service

10.6. Geotechnical Engineer/Technologist

The Lead Consultant shall confirm the detailed scope of work that will be required from Geotechnical Engineer/Technologist. The Geotechnical Engineer/Technologist shall be procured by the Lead Consultant post award of this contract and shall be paid through the Lead Consultant as a disbursement. The Lead Consultant shall be required to source 3 quotations from Professional Geotechnical Engineers/Technologist in the area with the lowest quotation being accepted. No additional fees shall be due to the Lead Consultant in respect of this service

**11. Additional items on Services required from Team of Professional Service Providers (PSP):**

11.1. Extensive consultation is to take place over all construction stages which will include (but is not exclusive) consultation with:

- The Facilities
- DOH Districts
- DOH Head Office
- DOH EMS
- National DOH
- Local authority
- Other Authorities
- Statutory bodies
- Other Departments

11.2. All consultants will be required to present end of stage deliverables for review and recommendations to the Health Infrastructure Approval Committee according to FIDPM and KZN DOH policies.

11.3. All additional required presentations to be done as may be required

11.4. All approvals to be acquired as may be required

## 12. Planning and Programming

The Employer is desirous that the project follow the timelines shown below. However, should the bidder feel that these timelines are not achievable then the Bidder must submit a motivation as to why it considers them not achievable and must propose alternative timelines for the Employer's consideration and approval.

<b>PSP Deliverables according to FIDPM stages of work</b>	<b>Duration to produce deliverables from each stage</b>
Stage 2: Concept & Viability Report	3 months
Stage 3: Design Development Report (stage 3 to be submitted with stage 4)	2 month
Stage 4: Documentation & Procurement	8 months
Stage 5: Works	12 months
Stage 6: Handover	4 months
Stage 7: Project Close Out	3 months

The Lead Consultant is required to submit for approval a formal programme listing activities, level of detail, critical path activities and their dependencies, frequency of updating key dates, particulars of phased completion, programme constraints, milestone dates for completion, etc. including the activities to be carried out by the Employer or by others. The programme should factor in the receipt and subsequent approval (by Head of Health or designated relevant authority) of all deliverables as stipulated under the relevant Construction Work Stage (Work Stages 2, 3, 4 and 6) of the relevant gazettes as stated in point 9 above and corresponding FIDPM Stages (2 to 7),

## 13. Software Application for documents

- Programming software shall be the latest version of MS Projects
- Drawing program software will be the latest version/s of Autodesk AutoCAD and/or Revit
- Quantity surveying software will be the latest version of WinQS
- General software will be MS Office based software and Adobe Acrobat

All documentation that is to be sent to the Client should be in both the required software package file type, as well as in a readable PDF format.

## 14. Use of Reasonable Skill and Care

The Lead consultant and individual team members are to consist of one or more Registered Professionals as per the relevant Councils. They are required to perform the required service with reasonable skill, care and diligence.

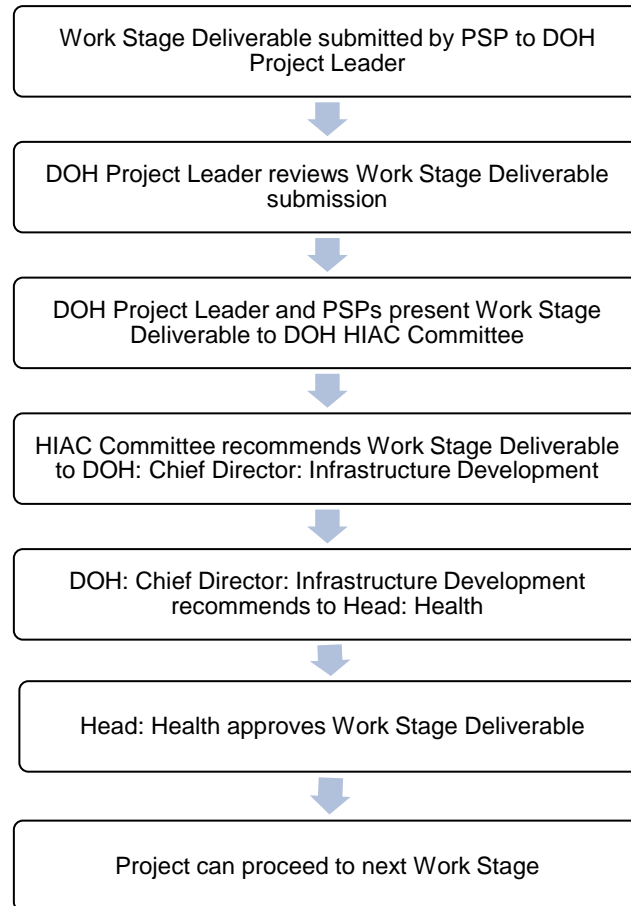
## 15. Co-operation with Other Service Providers and Affected Parties

The Lead Consultant is required to identify other service providers and affected parties on the project and establish how interactions are to take place.

## 16. Copyright

Copyright of all documents provided by the Consultant team will vest with the KwaZulu-Natal Department of Health.

## 17. General Approval Process per Work Stage



## 18. Access to Land / Buildings / Sites

Arrangements for access to land / buildings / sites and any restrictions thereto shall be the responsibility of the Employer. However, the Lead Consultant shall be aware of such arrangements and advise the Employer's Project Manager timeously to prevent any delays that may arise due to restricted access.

## 19. Quality Management

The Bidder shall submit their proposed quality assurance plan and control procedures to fulfil their duties as stipulated in the relevant clauses of the appropriate discipline's Guideline Scope of Services.

## 20. Format of Communications

These will be made available to the Lead Consultant on award of tender.

## 21. Key Personnel

Changes to key personnel shall only be effected once authorisation has been obtained from the Employer.

## 22. Management Meetings

Project Management meetings to monitor project progress will take place every 14 calendar days

## 23. Forms for Contract Administration

Standard forms of contract administration purposes will be made available to the successful bidder upon award.

## 24. Daily Records

Daily time sheets of all personnel on the project shall be kept by the Lead Consultant and will be made available as and when required by the Employer. Time sheets are to clearly state work performed.

## 25. Fee Claims and Apportionment of Fees

Receipt and subsequent approval (by Head of Health or designated relevant authority) of all deliverables as stipulated under the relevant Construction Work Stage (Work Stages 2, 3, 4 and 6) of the relevant gazettes as stated in point 9 above and corresponding FIDPM Stages (2 to 7), is a prerequisite for payment of said stage. Only Construction Work Stage 5 will receive interim payments on a quarterly basis based on the proportion of the value of construction work completed at the time of invoice.

Payment of disbursements is based on a proven cost basis only in accordance with the National Department of Public Works, Rates for Reimbursable Expenses. Further clauses relating to the claiming and payment of fees and disbursements are stated in under point 28 and C2. PRICING DATA.

Payment of fees shall be apportioned to Construction Work Stages (Stages 2-6) in accordance with the tables below:

Architecture (Principal Consultant and Principal Agent)

Stage 2	15%
Stage 3	20%
Stage 4	30%
Stage 5	27%
Stage 6	8%



### Quantity Surveying

Stage 2	5%
Stage 3	7.5%
Stage 4	35%
Stage 5	45%
Stage 6	10%

### Electrical Engineering

Stage 2	15%
Stage 3	20%
Stage 4	20%
Stage 5	35%
Stage 6	10%

### Civil Engineering

Stage 2	25%
Stage 3	25%
Stage 4	15%
Stage 5	25%
Stage 6	10%

### Structural Engineering

Stage 2	20%
Stage 3	30%
Stage 4	15%
Stage 5	25%
Stage 6	10%

## Construction Health and Safety

Stage 2	25%
Stage 3	25%
Stage 4	15%
Stage 5	25%
Stage 6	10%

### 26. Use of Documents by the Employer

Critical information, which will track the progress of the project, will be recorded and updated by the Lead Consultant on a monthly basis. These will be presented to the Employer as required by the Lead Consultant and other relevant professionals and may include but not be limited to the following documents:

- Progress reports
- Financial control methodology - cost reports and cash flows
- Risk registers including full risk assessments and mitigating action
- Issue registers including full analysis and action plans
- Project programmes

### 27. Mentorship of Employers Trainees / Interns

From time to time, the Employer may second trainees / interns to the Consultant/s. The Consultant/s shall provide structured mentorship and exposure to seconded trainees / interns. A training / activity schedule shall be prepared for each trainee / intern for the duration of his or her stay on the project. The schedule shall have clear targets and objectives, which will be measured at the end of the training period. The Consultant/s shall allocate a mentor for each trainee / intern who will be responsible for the learning outcomes for the period of secondment.

The mentorship and training falls beyond the Consultant/s obligations in terms of criteria under Section G – Specifications.

A separate training and mentorship agreement will be concluded with the Consultant/s at the time of placing trainees / interns.

### 28. Project Construction Cost

The estimated project works value is R 76 249 333 (Seventy Six Million, Two Hundred and Forty Nine Thousand, Three Hundred and Thirty Three Rand excluding VAT).

### 29. Cost and pricing of the project

Professional Fees for the team shall be tendered as a **PERCENTAGE** based on the value of the construction works. The percentage shall then be apportioned by percentage amongst the various professional disciplines. The percentage shall remain fixed for the entire project however the apportionment amongst the various disciplines may change should it be required. Changes to the apportionment are to be agreed by the Professional Team and the Employer is to be duly informed in writing by an official letter from the Principal Consultant, prior to any further payments. Disputes relating to the apportionment of total fees are to be resolved by the Professional Team.

The tendered percentage is to include for any and all surcharges applicable to the project for all professionals and **THE TENDERED PERCENTAGE SHALL REMAIN UNCHANGED FOR THE DURATION OF THE PROJECT**. All other adjustment of fees for each professional discipline will be regulated by the relevant Government Gazette (as stated in point 9 above).

### 30. Project Details

30.1. You are requested to quote for the delivery of Lead Consultant Services, Principal Agent Services and the appointment of a Multi-disciplinary team, and their total costs, which should as a minimum consist of:

- Architect (Principal Consultant and Principal Agent)
- Quantity Surveyor
- Structural Engineer/Technologist
- Civil Engineer/Technologist
- Electrical Engineer/Technologist
- Construction Health and Safety Agent
- Land Surveyor (Appointed Post Award)
- Geotechnical Engineer/Technologist (Appointed Post Award)

The relevant Guidelines are as per the following:

Architect	South African Council for the Architectural Profession, Board Notice 122 of 2015, Government Gazette No. 38863, 12 June 2015
Quantity Surveyor	The South African Council for the Quantity Surveying Professions, Board Notice 170 of 2015, Government Gazette No. 39134 of 28 August 2015
Structural, Civil & Electrical Engineers/Technologist	Engineering Council of South Africa, Board Notice 138 of 2015, Government Gazette No. 39480, 04 December 2015
Construction Health and Safety	South African Council for the Project and Construction Management Professions, Board Notice 167 of 2019 Government Gazette No. 42697 of 13 September 2019

30.2. Consultants will be expected to attend all necessary meetings with various stakeholders as reasonably required.

30.3. Consultants will be expected to attend a minimum of two (2) site meetings per month during the construction stage.

30.4. Disbursements as published in the monthly National Department of Public Works “Rates for Reimbursable Expenses” shall be used as guideline. Discount can also be offered in this regards, but a maximum rate applicable shall be for vehicles up to 2150 cc.

30.5. Please note that total final fees payable will be calculated on final value of contract for “fee purposes” only or final contract cost estimates for “fee purposes” only - whichever may be applicable at the time.

- 30.6. You are requested to submit your bid using the FEE BASED QUOTE PROFORMA (Appendix A, Table 1), stamped utilizing your official company stamp and duly signed by the Registered Lead Professional who will be dedicated to this project and is based at the office address where the project is intended to be awarded.

### **31. Conditions Of Appointment**

- 31.1. The Entity must have within their employment or display their ability to have access to the professional consultants as listed in paragraph 29.1 above. Multiple Principal consultant and Architectural Services may be subcontracted as suited for the packages. However, Principal consultant and Architectural Services consortiums and joint venture documentation must be included in the bid submission. Bidders are to provide a letter outlining the services to be provided in-house by the bidding entity, all outsourced subcontractors, as well as letters of agreement securing Professional Services for those professional disciplines to be provided by others. Failing to submit all documentation for the consortiums and joint ventures will lead to submission disqualification. Outsourced services agreement letters are to be signed by the bidder and the Principal of the outsourced firm and be on the bidder's official company letterhead. Furthermore, Form A must be completed confirming the firm and Registered Professional assigned to the project for each service.
- 31.2. Upon project award, Consultants may only amend the list of the required Lead Professionals upon written replacement request to the Client prior to the signing of the project contract. The replacement request will only be reviewed should the new Lead Professional be at the same level of qualification as the previously supplied name or better.
- 31.3. Registered Professionals listed as the Lead Professional for each Professional discipline on the project (as per Form A) must play an active and visible role on the project. Lead Professionals must attend a minimum of 70% of all meetings. Failure to comply with this condition will constitute a breach of this contract.
- 31.4. Consultants must submit all returnable documents as listed on Appendix B herein. Failure to submit all the requested documents will result in the bid not being considered.

### **32. Evaluation Criteria**

The evaluation of bids will be conducted in three (3) phases:

#### PHASE 1: Responsiveness

- Correctness of bid document
- Compliance with SCM regulations (registration with Central Suppliers Database (CSD), Tax compliance, other prescripts requirements and submission of all documentation and information as per Appendix G)

## PHASE 2: Eligibility and Quality/Functionality Evaluation

### Eligibility Criteria

In order to be eligible to be awarded this bid, the following criteria MUST be satisfied:

- The professional multi-disciplinary team must consist of:
  - Professional Registered Architect (Lead Consultant/Principal Agent)
  - Professional Registered Quantity Surveyor
  - Professional Registered Structural Engineer/Technologist
  - Professional Registered Civil Engineer/Technologist
  - Professional Registered Electrical Engineer/Technologist
  - Professional Registered Construction Health and Safety Agent

All Professionals are to be registered with the applicable South African regulating body/council for their Professional discipline. All Professional Leads must be Registered Professionals and NOT Registered Professional Technologists. All Registered Professionals must be in good-standing with their respective council and their membership must be valid. ALL PROFESSIONAL LEADS MUST HAVE A MINIMUM OF 3 YEARS POST PROFESSIONAL REGISTRATION EXPERIENCE. THE PROFESSIONAL LEAD FOR CONSTRUCTION HEALTH AND SAFETY AGENT MUST HAVE A MINIMUM OF 1 YEAR POST PROFESSIONAL REGISTRATION EXPERIENCE.

Proof of Registration for each discipline shall be attached under the appropriate cover page provided under Appendix H. Failure to attach the valid Proof of Registrations in the provided designated sections will render the bid non-responsive and result in the bid being excluded from further consideration.

- Proof of all the relevant valid Professional Indemnity Insurance must be provided as per the list below:
  - Civil, Structural Engineering: R 5,0 million
  - Electrical: R 2,0 million
  - Architectural: R 5,0 million
  - Quantity Surveyor: R 5,0 million
  - Health and Safety: R 1,0 million
  - Other: R 2,0 million

Proof of valid Professional Indemnity Insurance for each discipline shall be attached under the appropriate cover page provided under Appendix H. Failure to attach the valid Proof of Professional Indemnity Insurance in the provided designated sections will render the bid non-responsive and result in the bid being excluded from further consideration.

Professional Indemnity Insurance for all Professionals is to remain valid and in force for the full duration of the project and for the minimum amounts stated above. Failure to provide proof of valid and compliant Professional Indemnity Insurance Policies for all consultants, at any stage during the project when requested, will result in termination of services and damages claimable.

All eligibility criteria returnables should be tabbed, labelled and included in the designated areas as per the instructions below.

Eligibility criteria	Documentation to be provided	FOR EVALUATION COMMITTEE USE ONLY	
		Eligibility Criteria Met (Yes/No)	Comments
<p>1. The professional multi-disciplinary team must consist of:</p> <ul style="list-style-type: none"> <li>Registered Professional Architect (Lead Consultant/Principal Agent)</li> <li>Registered Professional Quantity Surveyor</li> <li>Registered Professional Structural Engineer/Technologist</li> <li>Registered Professional Civil Engineer/Technologist</li> <li>Registered Professional Electrical Engineer/Technologist with a minimum of 3 years post professional registration experience.</li> <li>Registered Professional Construction Health and Safety Agent with a minimum of 1 year post professional registration experience.</li> </ul>	<p><b>TAB LABEL: G-1</b> Valid Proof of Registration (registered with the applicable South African regulating body/council for their Professional discipline) for each Professional Lead Member per discipline shall be attached under the appropriate cover page provided under Appendix H.</p> <p>Completed Form A (Appendix E)</p>		
<p>2. Proof of all the relevant valid Professional Indemnity Insurance must be provided as per the list below:</p> <ul style="list-style-type: none"> <li>Civil, Structural Engineering: R 5,0 million</li> <li>Electrical: R 2,0 million</li> <li>Architectural: R 5,0 million</li> <li>Quantity Surveyor: R 5,0 million</li> <li>Health and Safety: R 1,0 million</li> <li>Other: R 2,0 million</li> </ul>	<p><b>TAB LABEL: G-2</b> Proof of valid Professional Indemnity Insurance for each discipline complying with the minimum amounts stated shall be attached under the appropriate cover page provided under Appendix H</p>		

Quality/Functionality Criteria

Each bid is required to meet the minimum qualifying evaluation score of 60% as per criteria below. All functionality/quality returnables should be tabbed, labelled and included in the designated areas as per the instructions below.

Evaluation criteria	Documentation to be provided	Points allocated
<p>1. Bidder to demonstrate Technical Competency and relevant Experience relating to constructing healthcare facilities with a value of over R30 million in the past 10 years per discipline (6 disciplines i.e. Architectural, Quantity Surveying, Electrical Engineering, Civil Engineering, Structural Engineering, Construction Health and Safety)</p>	<p><b>TAB LABEL: H-1</b></p> <p>1.1 Bidder to complete Curriculum Vitae (CV) for the allocated Lead Professional per discipline. Multiple CVs submissions are allowed should the number of Principal Leads to be subcontracted be more than one person. The following conditions must be met to receive points in this category:</p> <p>1.1.1 CVs must be filled and submitted on the provided template and inserted under the provided cover pages as Appendix I. Please refer to Appendix F for the CV template. Documents requested in 1.1.4. &amp; 1.1.5. to be inserted under the provided cover pages as Appendix I</p> <p>1.1.2 CVs to be provided for the Lead Professional per discipline ONLY for a total of 6 CVs</p> <p>1.1.3. CVs provided must align with the information submitted in Form A (Appendix E)</p> <p>1.1.4. Completion certificates per project must be provided to obtain points for past project experience (Maximum 3 projects and relevant to the Professional per discipline and must align with project experience stated on CV)</p> <p>1.1.5. Contractor award letters <b>OR</b> signed final account summaries <b>OR</b> signed reference letters from the client; clearly stating the project value must be provided to prove value of projects (Maximum 3 projects and relevant to the Professional per discipline and must align with project experience stated on CV)</p> <p>Only the first 3 stated past projects per professional CV will be evaluated as per the CV template Failure to meet the requirements of points 1.1.1 to 1.1.3 above will result in 0 points being awarded.</p> <p><u>Allocation of points will be as follows:</u></p> <p>- 4 points will be awarded per completed compliant CV per discipline should there only be one lead professional.</p> <p>OR</p> <p>- 2 points will be awarded per completed compliant CV per discipline for multiple lead professionals. Only first two CVs per discipline will count towards the evaluation points</p>	<p>60</p> <p>(6 x 4 points for CVs) + (6 x 6 points for project exp.)</p> <p><b>OR</b></p> <p>60</p> <p>(12 x 2 points for CVs) + (6 x 6 points for project exp.)</p>

Evaluation criteria	Documentation to be provided	Points allocated
	<p><b><u>AND</u></b></p> <ul style="list-style-type: none"> <li>- 6 points will be awarded per past project that is of a General building works nature, is greater than R30 million in value and has been completed in the past 10 years</li> <li>- 4 points will be awarded per past project that is of a General Building Works nature, is between R30 million and R25 million in value and has been completed in the past 10 years</li> <li>- 2 points will be awarded per past project that is of a General building works nature, is between R25 million and R20 million in value and has been completed in the past 10 years</li> <li>- 0 points will be awarded for incomplete or no CV submitted on the required template and projects that do not meet the above experience submission criteria</li> </ul>	
<p>2. Organogram of Resources Proposed for the Project per Professional Discipline</p>	<p><b><u>TAB LABEL: H-2</u></b></p> <p>2. One full team organogram displaying the Architect (Principal Consultant) and the Lead Professionals per discipline that falls under the Principal Consultant as part of the Multidisciplinary team. In addition, an organogram per discipline that sets out the roles of each proposed team member and states the name and Professional Registration Number of the Lead Professional(s) for the Project (Information provided for the Lead Professional member(s) must align with Form A) must be provided. The following conditions must be met to receive points in this category:</p> <p>2.1. One full team organogram to be provided</p> <p>2.2. Six individual organograms must be provided, 1 for each Professional Discipline i.e. Architectural, Quantity Surveying, Electrical Engineering, Civil Engineering, Structural Engineering, Construction Health and Safety. Each organogram must highlight the number of Professional leads per discipline</p> <p>2.3. Organograms must be inserted under the provided cover page as Appendix I</p> <p><u>Allocation of points will be as follows:</u></p> <ul style="list-style-type: none"> <li>- 10 points will be awarded for the submission of a team organogram detailing the Architect (Principal Consultant(s)) and all other Lead Professionals per discipline</li> <li>- 0 points will be awarded for no submission and irrelevant submissions</li> </ul> <p><b><u>AND</u></b></p> <ul style="list-style-type: none"> <li>- 5 points will be awarded per organogram per discipline for fully completed organograms that comply fully with the above instructions</li> </ul>	<p>40 (10 points for team organogram + (6 x 5 points each for individual organograms)</p>



Evaluation criteria	Documentation to be provided	Points allocated
	<ul style="list-style-type: none"> <li>- 2 points will be awarded per organogram per discipline for organograms that partially comply with the above instructions</li> <li>- 0 points will be awarded for no submission and irrelevant submissions</li> </ul>	

**PHASE 3: Price and Preference**

- Tendered Price and preference points
- Evaluation using the Point System

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

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

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

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (BBBEE) Status Level of Contribution

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

### 1. General conditions

1.1. The following preference point system are applicable to this bid:

The 80/20 preference point system will be applicable to this tender

1.2. Points for this bid shall be awarded for:

- Price; and
- B-BBEE Status Level of Contributor.

1.3. The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

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

1.5. The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

### 2. Definitions

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

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

“bid” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price bids, advertised competitive bidding processes or proposals;

“Broad-Based Black Economic Empowerment Act” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

“EME” means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

“functionality” means the ability of a bidder to provide goods or services in accordance with specifications as set out in the tender documents.

“prices” includes all applicable taxes less all unconditional discounts;

“proof of B-BBEE status level of contributor” means:

- B-BBEE Status level certificate issued by an authorized body or person;
- A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
- Any other requirement prescribed in terms of the B-BBEE Act;

“QSE” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

“rand value” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

### 3. Points awarded for price

The 80/20 Preference Point System

A maximum of 80 points is allocated for price on the following basis:  
80/20

$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

- P<sub>s</sub> = Points scored for price of bid under consideration
- P<sub>t</sub> = Price of bid under consideration
- P<sub>min</sub> = Price of lowest acceptable bid

Points Awarded for BBBEE Status Level Of Contributor

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

BBBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

**Bid Declaration**

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

BBBEE Status Level Of Contributor Claimed:

BBEE Status Level of Contributor: \_\_\_\_\_ = \_\_\_\_\_ (maximum of 20 points)

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

**4. Sub-Contracting**

Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

4.1.1. If yes, indicate:

- i. What percentage of the contract will be subcontracted \_\_\_\_\_ %
- ii. The name of the sub-contractor \_\_\_\_\_
- iii. The B-BBEE status level of the sub-contractor \_\_\_\_\_
- iv. Whether the sub-contractor is an EME or QSE \_\_\_\_\_

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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

<b>Designated Group: An EME or QSE which is at last 51% owned by:</b>	<b>EME</b> √	<b>QSE</b> √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

**5. Declaration with regard to Company/Firm**

5.1. Name of company/firm:

---

5.2. VAT registration number:

---

5.3. Company registration number:

---

5.4. Type of Company/ Firm

(Tick applicable box)

<input type="checkbox"/>	One-person business/sole propriety
<input type="checkbox"/>	Company
<input type="checkbox"/>	Partnership/Joint Venture / Consortium
<input type="checkbox"/>	Close corporation
<input type="checkbox"/>	(Pty) Limited
<input type="checkbox"/>	

5.5. Describe principal business activities

---

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5.6. Company classification

(Tick applicable box)

<input type="checkbox"/>	Manufacturer
<input type="checkbox"/>	Supplier
<input type="checkbox"/>	Professional service provider
<input type="checkbox"/>	Other service providers, e.g. transporter, etc.

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

---

I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I/we acknowledge that:

- i. The information furnished is true and correct;
- ii. The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii. In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv. If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - disqualify the person from the bidding process;
  - recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - 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;
  - recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National

Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and  
- forward the matter for criminal prosecution.

Signature/s of Bidder/s
Date
Address:

Signature/s of Witnesses
Witness 1:
Witness 2:

## SECTION H

### OFFICIAL BRIEFING SESSION / SITE INSPECTION CERTIFICATE

Bid No:	ZNB 10033/2021/H
Service:	APPOINTMENT OF A MULTIDISCIPLINARY PROFESSIONAL TEAM FOR EMERGENCY MEDICAL SERVICES: CONSTRUCTION OF EMS WASHBAYS PHASE 2 AND 3 ON VARIOUS HEALTH FACILITIES AT AMAJUBA, KING CETSHWAYO, UMKHANYAKUDE, UMZINYATHI AND ZULULAND DISTRICTS
Date:	22 FEBRUARY 2022
Time:	11:00
Venue:	Uthungulu (King Cetshwayo) Health District Office, 2 Lood Ave, Kuleka, Empangeni, 3880

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/s of Bidder/s
.....
.....
(Print Name)
.....
.....
Date:

Departmental Representative
.....
.....
(Print Name)
.....
.....
Departmental Stamp (Optional)
.....
Date:



## **SECTION I**

### **TAX COMPLIANCE STATUS (TCS)**

1. The State / Province may not award a contract resulting from the invitation of bids to a bidder who is not properly registered and up to date with tax payments or, has not made satisfactory arrangements with SA Revenue Services concerning due tax payments.
2. The South African Revenue Services (SARS) has phased out the issuing of paper Tax Clearance Certificates. From 18 April 2016, SARS introduced an enhanced Tax Compliance system. The new system allows taxpayers to obtain a Tax Compliance Status (TCS) PIN, which can be utilized by authorized third parties to verify taxpayers' compliance status on line via SARS e-filing.
3. Bidders are required to apply via e-filing at any SARS branch office nationally. The Tax Compliance Status (TCS) requirements are also available to foreign bidders / individuals who wish to submit bids.
4. SARS will then furnish the bidder with a Tax Compliance Status (TCS) PIN that will be valid for a period of 1 (one) year from the date of approval.
5. In bids where Consortia / Joint Venture / Sub-contractors are involved, each party must submit a separate Tax Compliance Status (TCS) PIN.
6. Application for Tax Compliance Status (TCS) PIN can be done via e-filing at any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).
7. Tax Clearance Certificates may be printed via e-filing. In order to use this provision, taxpayers will need to register with SARS as an e-Filer through the website [www.sars.gov.za](http://www.sars.gov.za).
8. Tax Compliance Status is not required for services below R 30 000.00 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 J**  
**AUTHORITY TO SIGN A BID**

**A Companies**

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

**Authority by Board of Directors**

By resolution passed by the Board of Directors on

.....  
(date)

.....  
(name and whose signature appears below)

has been duly authorised to sign all documents in connection with this bid on behalf of

.....  
(Name of Company)

In his/her capacity as:

.....  
Signed on behalf of Company:

.....  
(print name)

.....  
Signature of signatory:

.....  
Date:

Witnesses:

1. ....

2. ....

**B Sole proprietor (one - person business)**

I, the undersigned

.....  
(name)

Hereby confirm that I am the sole owner of the business trading as

.....  
(name)

.....  
Signature of signatory:

.....  
Date

**C Partnership**

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

<b>Full name of partner</b>	<b>Residential address</b>	<b>Signature</b>

We, the undersigned partners in the business trading as

.....  
(name)

hereby authorized

.....  
(name)

to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and /or contract on behalf of:

.....  
(print name)

.....  
Signature of signatory:

.....  
Date:

.....  
(print name)

.....  
Signature of signatory:

.....  
Date:

.....  
(print name)

.....  
Signature of signatory:

.....  
Date:

**D Close Corporation**

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

Authority to sign on behalf of the Close Corporation

---

By resolution of members at a meeting on

(date)

---

(name and whose signature appears below)

---

has been duly authorised to sign all documents in connection with this bid on behalf of

(Name of Closed Corporation)

---

In his/her capacity as:

---

Signed on behalf of Closed Corporation:

(print name)

---

Signature of signatory:

---

Date:

---

Witnesses:

1.

---

2.

---

**E Co-Operative**

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

Authority to sign on behalf of the Co-Operative

By resolution of members at a meeting on

(date)

(name and whose signature appears below)

has been duly authorised to sign all documents in connection with this bid on behalf of

(Name of Co-Operative)

In his/her capacity as:

Signed on behalf of Co-Operative:

(print name)

Signature of signatory:

Date:

Witnesses:

1.

2.

**F Joint Venture**

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

Authority to sign on behalf of the Joint Venture

By resolution/agreement passed/reached by the Joint Venture partners on

.....  
(date)

.....  
(name and whose signature appears below)

.....  
(name and whose signature appears below)

.....  
(name and whose signature appears below)

.....  
(name and whose signature appears below)

has been duly authorised to sign all documents in connection with this bid on behalf of

.....  
(Name of Joint Venture)

In his/her capacity as:

.....  
Signed on behalf of Joint Venture:

.....  
(print name)

.....  
Signature of signatory:

.....  
Date:

---

(print name)

---

Signature of signatory:

---

Date:

---

(print name)

---

Signature of signatory:

---

Date:

---

(print name)

---

Signature of signatory:

---

Date:



**G Consortium**

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

Authority to sign on behalf of the Consortium

By resolution of the members on

.....  
(date)

.....  
(name and whose signature appears below)

has been duly authorised to sign all documents in connection with this bid on behalf of

.....  
(Name of Consortium)

In his/her capacity as:

.....  
Signed on behalf of Consortium:

.....  
(print name)

.....  
Signature of signatory:

.....  
Date:

.....  
(print name)

.....  
Signature of signatory:

.....  
Date:

---

(print name)

---

Signature of signatory:

---

Date:

## SECTION K

### DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES – SBD 8

(To be completed by Bidder.)

1. This Standard Bidding Document must form part of all bids invited.
2. It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
3. The bid of any bidder may be disregarded if that bidder, or any of its directors have-
  - a) abused the institution's supply chain management system;
  - b) committed fraud or any other improper conduct in relation to such system; or
  - c) failed to perform on any previous contract.
4. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
Tick applicable			
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the audi alteram partem rule was applied).  The Database of Restricted Suppliers now resides on the National Treasury's website ( <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> ) and can be accessed by clicking on its link at the bottom of the home page.		
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?  The Register for Tender Defaulters can be accessed on the National Treasury's website ( <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> ) by clicking on its link at the bottom of the home page.		
4.2.1	If so, furnish particulars:		

Item	Question	Yes	No
Tick applicable			
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?		
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?		
4.4.1	If so, furnish particulars:		

**Certification**

I, the undersigned

.....  
 (full name)

Certify that the information furnished on this declaration form is true and correct.

I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

.....  
 Signature

.....  
 Date

.....  
 Position

.....  
 Name of bidder

## SECTION L

### CERTIFICATE OF INDEPENDENT BID DETERMINATION – SBD 9

1. This Standard Bidding Document (SBD) must form part of all bids<sup>3</sup> invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>4</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a) disregard the bid of any bidder if that bidder or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b) cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
4. This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Institution)

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

I certify, on behalf of:

---

that:

---

(Name of Bidder)

<sup>3</sup> Includes price bids, advertised competitive bids, limited bids and proposals.

<sup>4</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

- 5.1. I have read and I understand the contents of this Certificate;
- 5.2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
- 5.3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
- 5.4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
- 5.5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - a) has been requested to submit a bid in response to this bid invitation;
  - b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
- 5.6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>5</sup> will not be construed as collusive bidding.
- 5.7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - a) prices;
  - b) geographical area where product or service will be rendered (market allocation)
  - c) methods, factors or formulas used to calculate prices;
  - d) the intention or decision to submit or not to submit, a bid;
  - e) the submission of a bid which does not meet the specifications and conditions of the bid;  
or
  - f) bidding with the intention not to win the bid.
- 5.8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 5.9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

---

<sup>5</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract

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

---

Signature

---

Date

---

Position

---

Name of Bidder

# APPENDICES



## APPENDIX A - BID PROFORMA

(To be completed by the Lead Consultant)

### General Notes -

- Bidders are requested to complete Table 1 and Table 2 of Appendix A. The total fees from Table 1 must be carried to the form of offer.
- Preference Points and Total Percentage offered take precedence over any additional detailed fee calculations submitted, where there is any ambiguity
- Bidders are to tender a total percentage (to 2 decimal places) for the entire team based on the value of work for fees estimate. This percentage will remain fixed throughout the project and is deemed to include for any surcharges due to alterations works and for Principal Consultant and Principal Agent Fees.
- Disbursements shall be allowed for at 5% of the total tendered fee but shall be claimed and paid on a PROVEN COST BASIS ONLY. Disbursement rates as published in the monthly National Department of Public Works "Rates for Reimbursable Expenses" shall be used for claiming.
- Table below is NOT to be modified by Tenderer

**TABLE 1**

Value of Work for Fees excluding VAT	R 76 249 333.00
Total Tendered Fee Percentage for Team (to 2 decimal places)	%
Total Fees for Team	
ADD Allowance for Disbursements	R 3 812 466.65
Sub-Total 1	
ADD VAT at 15%	
<b>GRAND TOTAL (to be carried to the Form of Offer and Acceptance)</b>	<b>R</b>

COMPANY STAMP:

DATE:

**TABLE 2 – APPORTIONMENT OF FEES**

Principal Consultant / Principal Agent / Architect	%
Quantity Surveyor	%
Civil Engineer/Technologist	%
Structural Engineer/Technologist	%
Electrical Engineer/Technologist	%
Construction Health and Safety	%
<b>TOTAL TENDERED FEE PERCENTAGE FOR TEAM (to 2 decimal places)</b>	<b>%</b>

<p>COMPANY STAMP:</p>          <p>DATE:</p>
---

## APPENDIX B – RETURNABLE DOCUMENTS

CHECKLIST OF RETURNABLE DOCUMENTS			
Item No.	Required Documents	Tick	
		Yes	No
<b>Please ensure the following items are fully completed and complied with:</b>			
1.	Bid from the Consultant (Attach Appendix A – Stamped and dated)		
2.	Central Supplier Database Registration with National Treasury (Unique Reference Number & Supplier Number)		
3.	Declaration that information on central supplier database is correct and up to date		
4.	Declaration of interest by Consultant – SBD 4		
5.	Official Briefing Session / Site Inspection Certificate		
6.	Valid SARS Tax Clearance Pin Number, Tax number or original tax Clearance certificate (Tax clearance certificate to be included under Appendix G)		
7.	Authority To Sign A Bid		
8.	Declaration of bidders Past Supply Chain Management practice – SBD 8		
9.	Certificate of Independent Bid Determination – SBD 9		
<b>The following documents are to be submitted under Appendix: G</b>			
10.	Proof of Registration with Companies and Intellectual Property Commission (CIPC) (printout not older than 1 month)		
11.	Original certified copy of BBBEE Certificate		
12.	Proof of Residential Address (Municipality Rates Bills, Telephone Bill, or current lease agreement letter from Ward councillor or affidavit from Commissioner of oaths, if office is in an area where rates are not paid)		
<b>The following documents are to be submitted under Appendix H under the relevant cover pages:</b>			
13.	Proof of Registration with Council / Professional Body for all Lead Professionals (Attach Letter of Good standing with the relevant council if applicable dated during the year of Bid)		
14.	Proof of the relevant professional Indemnity Insurance – Civil, Structural Engineering: R 5,0 million Electrical, Mechanical Engineering: R 2,0 million Architectural: R 5,0 million Quantity Surveyor: R 5,0 million Health and Safety: R 1,0 million Other: R2,0 million		
<b>The following documents are to be submitted under Appendix I under the relevant cover pages:</b>			
15.	CV per Lead Professional including supporting documentation (completion certificates and award letters / signed final accounts / reference letters)		
16.	Organogram for each Professional Discipline Team		

### BIDDERS TO NOTE

Submission of the above returnable documents is mandatory. Failure to submit all the requested documents will result in the tender not being considered.

# APPENDIX C - CONTRACT DATA

## C1. Contract Data

### C1.1 Standard Professional Services Contract

The conditions applicable to this Contract are the Standard Professional Services Contract (July 2009) Third Edition of CIDB document 1015, published by the Construction Industry Development Board.

#### C1.1.1 Data provided by the Employer

Clause	
	<p>The General Conditions of Contract in the Standard Professional Services Contract (July 2009) 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>
	The Employer is the KZN Department of Health.
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 the Notice and Invitation to Tender.
1	The Project is for the provision of complete Professional Consultancy (including Lead Consultancy) Services for Emergency Medical Services: Construction of EMS Washbays Phase 2 And 3 on Various Health Facilities
1	The Period of Performance is from inception of this Contract until the Service Provider has completed all Deliverables in accordance with the Scope of Services listed in Section G of the bid document.
1	The Start Date is the date from which this contract is fully signed and accepted by the KZN Department of Health
3.4.1	Communications by facsimile is not permitted.
3.5	The Services shall be executed in the Service Provider's own office and on the Project site as described in Section G. No portion of the work may be performed by a person employed by the State. No portion of the work may be sublet to any other person or persons without the prior written approval of the Employer.
3.6	Omit the following: "... within two (2) years of completion of the Service ...".
3.12	<p>Period of Performance shall be sub dividable in separate target dates according to the programme to be submitted in terms of SECTION G part 7 hereof.</p> <p>A Penalty amount of R5000.00 per day will be applicable per target date, to a maximum equal to R500,000.00, after which the contract may be terminated.</p>
3.15.1	The programme shall be submitted within 14 days of the award of the contract.
3.15.2	The Service Provider shall update the programme at intervals not exceeding 8 weeks.
3.16	Time-based fees are not applicable to this appointment and therefore no adjustments for inflation are applicable.
5.4.1	The Service Provider is required to provide professional indemnity cover as set out in the Professional Indemnity Schedule as per point 12 of Appendix B.

Clause	
5.5	The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions: a) Deviate from the programme (delayed or earlier); b) Deviate from or change the Scope of Services; c) 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.
8.4.3 (c)	The period of suspension under clause 8.5 is not to exceed two (2) years.
9.1	Copyright of documents prepared for the Project shall be vested with the Employer.
12.1.	Interim settlement of disputes is to be by mediation.
12.2. / 12.3.	Final settlement is by litigation.
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).
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.
13.5.1	The amount of compensation is unlimited.
13.6	The provisions of 13.6 do not apply to the Contract.
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 No 1 of 1999).

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

Clause	
	Each item of data given below is cross-referenced to the clause in the General Conditions of Contract to which it mainly applies.
1	The Service Provider is the company, close corporation, natural person, consortium, joint venture or partnership named in Form of Offer and Acceptance by the tendering Service Provider.
5.3	The authorised and designated representative of the Service Provider is the Lead Consultant / Professional Architect named on the Project by the Service Provider
5.4.1	<p>Indemnification of the Employer</p> <p>I, the undersigned, being duly authorized by the Service Provider, in terms of the completed resolution</p> <p>.....</p> <p>(Name of authorized person)</p> <p>hereby confirm that the Service Provider known as:</p> <p>.....</p> <p>(Legal name of entity tendering herein)</p> <p>.....</p> <p>Tendering on the project:</p> <p>.....</p>

Clause	
	<p style="text-align: center;">..... (Name of project as per 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,</p> <ul style="list-style-type: none"> <li>i. accepts herewith full liability for the due fulfilment of all obligations in respect of this Service; and</li> <li>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.</li> </ul> <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>Signature: _____</p> <p>Capacity: _____</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>

Clause		
Name	Principal employed professional(s) and/or	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 Multi-Disciplinary Services will be paid on Value basis.

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:

A value based fee utilizing the stated estimated project construction value multiplied by a fixed tendered percentage which is then apportioned amongst the multi-disciplinary team.

C2.1.1.3 The amount tendered herein (*Section F – Form of Offer and Acceptance*) is for tender purposes only and will be amended according to the application of the actual cost of construction.

C2.1.1.4 Reimbursable rates for typing, printing and duplicating work shall be in accordance with the conditions laid out under section C2.1.5

C2.1.1.5 Disbursements in respect of all travelling and related expenses including all travelling costs, time charges and subsistence allowances for travel over 50 km between sites and the office location related thereto will not be paid for separately except for attending off-site meetings at the request of the employer where only travelling costs (mileage only) shall be claimable in accordance with the rules set out in C2.1.6.3

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 tendered fees as stated in C2.1.1.1

C2.1.1.6 N/A

C2.1.1.7 All fee accounts need to be signed by a principal of the Service Provider and submitted in original format, failing which the accounts will be returned. Copies, facsimiles, electronic and other versions of fee accounts will not be considered for payment.

C2.1.1.8 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.

C2.1.1.9 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 clause 14.3 of the General Conditions of Contract.



- C2.1.1.10 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 clause 14.3 of the General Conditions of Contract.
- C2.1.2 Value based fees
- C2.1.2.1 Fees for work done under a value based fee shall be calculated according to the tendered percentage for fees for the team and apportioned to construction stages(for each professional discipline) according to the relevant stated tariff of fee guide as stated in *Section G*, of this document.
- C2.1.2.2 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
- C2.1.2.3 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.
- C2.1.2.4 Time charges for work done under a value based fee (upon approval by Head of Health)  
Time charges are reimbursable at rates applicable at the time of the actual execution of the specific service adjustable utilizing the discount for time based fees offered within the tender document. The "Rates for Reimbursable Expenses" as amended from time to time and referred to below, is obtainable on the Website: <http://www.publicworks.gov.za/> under "Documents"; "Consultants Guidelines"; item 1.
- C2.1.2.5 Unless otherwise specifically agreed in writing, remuneration for the time expended by principals in terms of time based fees 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 Additional Services
- C2.1.3.1 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 specified in the relevant tariff of fees guide. The cost of providing these services shall be deemed to be included in the value based fee tendered for normal services.
- C2.1.3.2 Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)  
No separate payment shall be made. The cost of providing this service shall be deemed to be included in the value based fee tendered for normal services.
- C2.1.3.3 Quality Assurance System  
No separate payment shall be made for the implementation of a quality management system. The cost of providing this service shall be deemed to be included in the value based fee tendered for normal services.

- C2.1.3.4 Lead Consulting Engineer/Technologist  
No separate payment shall be made for assuming the leadership of an Employer specified joint venture, consortium or team of consulting engineers. The cost of providing this service shall be deemed to be included in the value based fee tendered for normal services.
- C2.1.3.5 Principal Agent of the Client  
No separate payment shall be made for assuming the role of principle agent. 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 Environmental Impact Assessment  
No separate payment shall be made for the service of conducting a full Environmental Impact Assessment. The cost of providing this service shall be deemed to be included in the value based fee tendered for normal services. However, a Basic Environmental Assessment is required from the Consultant and will be remunerated as part of the Consultant fees.
- C2.1.4 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.
- C2.1.5 Typing, printing and duplicating work
- C2.1.5.1 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 Website: : <http://www.publicworks.gov.za/> under "Documents"; "Consultants Guidelines"; item 1.
- C2.1.5.2 Typing and duplicating  
If the Service Provider cannot undertake the work himself, he may have it done by another service provider which specializes 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 subject to the maximum tariffs per A4 sheet as set out in Table 1 in the "Rates for Reimbursable Expenses".
- 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 Travelling and subsistence arrangements and tariffs of charges  
Notwithstanding the ruling in C2.1.1.5 above (regarding disbursements and travelling expenses which will not be paid separately for over 50 km travel between sites and the office location), 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 C2.1.6.1 to C2.1.6.3 herein.

C2.1.6.1 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 mal- performance 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.

C2.1.6.2 Travelling time  
No travelling time shall be paid on this project.

C2.1.6.3 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 provided that the destination is greater than 50km away (one way) from the Service Provider's stated office address at the time of tender. Travelling costs related to trips to the site for distances over 50 km travel shall not be claimable and will be deemed to be included in your tendered professional fee, Travel costs will only be considered where the Service Provider has been requested to attend an off-site meeting with the destination being further than 50km (one way) from the Service Provider's office.

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 2150 cubic centimetres, prescribed from time to time and as set out in Table 3 in the "Rates for Reimbursable Expenses".

C2.2 Activity Schedule

C2.2.1 Activities

C2.2.1.1 For services where the apportionment of fees is not provided for in SECTION G, proportioning of the fee for normal services over the various stages shall be as set out in the relevant Government Gazetted Tariffs.

C2.2.1.2 The tenderer must make provision for all activities necessary for the execution of the service as set out in the Scope of Services.

# **APPENDIX D: PROJECT BRIEF**

**APPENDIX E:  
FORM A - SCHEDULE OF TEAM  
MEMBERS PROPOSED FOR THE  
PROJECT**

**FORM A**

**SCHEDULE OF TEAM MEMBERS PROPOSED FOR THE PROJECT**

Please note that if any of the information disclosed in the table below is found to be dishonest or inaccurate, this may result in the withdrawal of any award already and a repudiation of this agreement. Further appropriate action may also be taken.

<b>PROPOSED TEAM MEMBERS</b>	<b>REGISTERED WITH RELEVANT PROFESSIONAL COUNCIL (YES/NO)</b>	<b>DATE OF REGISTRATION AS A PROFESSIONAL / CANDIDATE</b>	<b>PROFESSIONAL REGISTRATION IN GOOD STANDING (YES/NO)</b>	<b>PROFESSIONAL REGISTRATION NUMBER</b>	<b>YEARS OF POST REGISTRATION EXPERIENCE</b>
Architectural Firm:					
• Lead Professional(s):					
• Support Professional/Candidate(s):					
Quantity Surveying Firm:					
• Lead Professional(s):					
• Support Professional/Candidate(s):					

PROPOSED TEAM MEMBERS	REGISTERED WITH RELEVANT PROFESSIONAL COUNCIL (YES/NO)	DATE OF REGISTRATION AS A PROFESSIONAL / CANDIDATE	PROFESSIONAL REGISTRATION IN GOOD STANDING (YES/NO)	PROFESSIONAL REGISTRATION NUMBER	YEARS OF POST REGISTRATION EXPERIENCE
Electrical Engineering/Technologist Firm:					
<ul style="list-style-type: none"> <li>Lead Professional(s):</li> </ul>					
<ul style="list-style-type: none"> <li>Support Professional/Candidate(s):</li> </ul>					
Civil Engineering/Technologist Firm:					
<ul style="list-style-type: none"> <li>Lead Professional(s):</li> </ul>					
<ul style="list-style-type: none"> <li>Support Professional/Candidate(s):</li> </ul>					
Structural Engineering/Technologist Firm:					

PROPOSED TEAM MEMBERS	REGISTERED WITH RELEVANT PROFESSIONAL COUNCIL (YES/NO)	DATE OF REGISTRATION AS A PROFESSIONAL / CANDIDATE	PROFESSIONAL REGISTRATION IN GOOD STANDING (YES/NO)	PROFESSIONAL REGISTRATION NUMBER	YEARS OF POST REGISTRATION EXPERIENCE
<ul style="list-style-type: none"> <li>Lead Professional(s):</li> </ul>					
<ul style="list-style-type: none"> <li>Support Professional/Candidate(s):</li> </ul>					
Construction Health and Safety Firm:					
<ul style="list-style-type: none"> <li>Lead Professional(s):</li> </ul>					
<ul style="list-style-type: none"> <li>Support Professional/Candidate(s):</li> </ul>					



# **APPENDIX F: CURRICULUM VITAE TEMPLATE**

# CURRICULUM VITAE TEMPLATE

## 1. Personal Details

<b>Name:</b>	
<b>Date of Birth:</b>	
<b>Current Employer:</b>	
<b>Current Position Held:</b>	
<b>Period with Current Employer: (mm-yyyy to mm-yyyy)</b>	
<b>Previous Employer:</b>	
<b>Position Held with Previous Employer:</b>	
<b>Period with Previous Employer: (mm-yyyy to mm-yyyy)</b>	

## 2. Education (Degrees, Diplomas, BTech and Post Graduate Qualifications ONLY)

<b>Qualification</b>	<b>Year Obtained</b>	<b>Institution</b>

**3. Professional Registration/s**

Professional Body	Year Obtained	Expiry Date	Category of Professional Registration

**4. Relevant Project Experience (Provide a maximum of 3 relevant projects)**

Name of Project	Client	Project Start Date	Project End Date	Project Value	Role on Project

# **APPENDIX G: RETURNABLES – RESPONSIVENESS**

# **APPENDIX H: RETURNABLES – ELIGIBILITY CRITERIA**

# **REGISTERED PROFESSIONAL ARCHITECT CERTIFICATE AND PROFESSIONAL INDEMNITY**

**REGISTERED PROFESSIONAL  
QUANTITY SURVEYOR CERTIFICATE  
AND PROFESSIONAL INDEMNITY**

**REGISTERED PROFESSIONAL  
STRUCTURAL ENGINEER  
CERTIFICATE AND PROFESSIONAL  
INDEMNITY**



# **REGISTERED PROFESSIONAL CIVIL ENGINEER CERTIFICATE AND PROFESSIONAL INDEMNITY**

**REGISTERED PROFESSIONAL  
ELECTRICAL ENGINEER CERTIFICATE  
AND PROFESSIONAL INDEMNITY**

**REGISTERED PROFESSIONAL  
CONSTRUCTION HEALTH AND SAFETY  
CERTIFICATE AND PROFESSIONAL  
INDEMNITY**

# **APPENDIX I: RETURNABLES – FUNCTIONALITY CRITERIA**

# **LEAD ARCHITECT(S) CV**

**LEAD ARCHITECT(S) PROJECT  
COMPLETION CERTIFICATES,  
LETTERS OF AWARD / SIGNED FINAL  
ACCOUNT SUMMARIES / REFERENCE  
LETTERS**

# **LEAD QUANTITY SURVEYOR(S) CV**

**LEAD QUANTITY SURVEYOR(S)  
PROJECT COMPLETION  
CERTIFICATES, LETTERS OF AWARD /  
SIGNED FINAL ACCOUNT SUMMARIES  
/ REFERENCE LETTERS**



# **LEAD STRUCTURAL ENGINEER(S) CV**

**LEAD STRUCTURAL ENGINEER(S)  
PROJECT COMPLETION  
CERTIFICATES, LETTERS OF AWARD /  
SIGNED FINAL ACCOUNT SUMMARIES  
/ REFERENCE LETTERS**

# **LEAD CIVIL ENGINEER(S) CV**

**LEAD CIVIL ENGINEER(S) PROJECT  
COMPLETION CERTIFICATES,  
LETTERS OF AWARD / SIGNED FINAL  
ACCOUNT SUMMARIES / REFERENCE  
LETTERS**

# **LEAD ELECTRICAL ENGINEER(S) CV**

**LEAD ELECTRICAL ENGINEER(S)  
PROJECT COMPLETION  
CERTIFICATES, LETTERS OF AWARD /  
SIGNED FINAL ACCOUNT SUMMARIES  
/ REFERENCE LETTERS**

# **LEAD CONSTRUCTION HEALTH AND SAFETY AGENT(S) CV**

**LEAD CONSTRUCTION HEALTH AND  
SAFETY AGENT(S) PROJECT  
COMPLETION CERTIFICATES,  
LETTERS OF AWARD / SIGNED FINAL  
ACCOUNT SUMMARIES / REFERENCE  
LETTERS**



# **ARCHITECTURAL DISCIPLINE ORGANOGRAM**

# **QUANTITY SURVEYING DISCIPLINE ORGANOGRAM**

# **STRUCTURAL ENGINEERING DISCIPLINE ORGANOGRAM**

# **CIVIL ENGINEERING DISCIPLINE ORGANOGRAM**

# **ELECTRICAL ENGINEERING DISCIPLINE ORGANOGRAM**

# **CONSTRUCTION HEALTH AND SAFETY DISCIPLINE ORGANOGRAM**