



KWAZULU-NATAL PROVINCE

HEALTH
REPUBLIC OF SOUTH AFRICA

PROJECT NO.: ZNB 5360/2023-H

DESCRIPTION OF SERVICE: APPOINTMENT OF A MULTIDISCIPLINARY PROFESSIONAL TEAM FOR THE CONSTRUCTION OF STAFF OFFICES AT JOZINI MALARIA CONTROL PROGRAMME CENTRE

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.

TABLE OF CONTENT DOCUMENTATION TO BE SUBMITTED WITH BID

	PAGES
Section A Invitation to Bid	3-4
Section B Special Instructions and Notice to Bidders	5
Section C Registration on the Central Suppliers Database	6
Section D Declaration that information on Central Suppliers database is up to date	7
Section E Bidders Disclosure – SBD 4	8-10
Section F Form of offer	11-16
Section G Specification and Preference Point system	17-40
Section H Briefing Certificate	41
Section I Tax Clearance Certificate Requirements	42
Section J Authority to Sign a Bid	43-51
Appendix A Bid Pro-forma	53-54
Appendix B Checklist of returnable documents	55
Appendix C Contract data	56-59
Appendix D Pricing data	60-63
Appendix E Form A : Schedule of Team Members Proposed for the Project	
Appendix F Curriculum Vitae Template	
Appendix G Returnable: Responsiveness	
Appendix H Returnable: Eligibility Criteria	
Appendix I Returnable: Functionality / Quality Criteria	

SECTION A INVITATION TO BID

DESCRIPTION:

THE APPOINTMENT OF A MULTIDISCIPLINARY PROFESSIONAL TEAM LED BY A CIVIL ENGINEER/TECHNOLOGIST TO PROVIDE PROFESSIONAL CONSULTING SERVICES ON THE CONSTRUCTION OF OFFICE ACCOMODATION AT JOZINI MALARIA CONTROL CENTRE.

Project Number : ZNB 5360/2023-H
Closing Date : 27 September 2023
Closing Time : 11:00

Compulsory Briefing: Yes
Date : 06 September 2023
Time : 10:00
Venue : Jozini Malaria Control Programme Centre

Bid 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, 2022, 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

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Department : KZN - DEPARTMENT OF HEALTH
Contact Person : Mandla Maqalekane
Tel : (033) 940 2529
E-mail address : Mandla.Maqalekane@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
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 BIDDERS DISCLOSURE – SBD 4

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

- 2.1 Is the bidder or any of its directors / trustees / shareholders / members / partners or any person having controlling interest¹ in the enterprise, employed by the state?

YES / NO

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

Full Name	Identity Number	Name of State institution

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

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

2.2.1 If so, furnish particulars:

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

2.3.1 If so, furnish particulars:

3. DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

Signature

Date

Position

Name of Bidder

SECTION F

FORM OF OFFER AND ACCEPTANCE

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: CONSTRUCTION OF STAFF OFFICES AT JOZINI MALARIA CONTROL PROGRAMME CENTRE.

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 multidisciplinary team with an Architect as lead consultant, and other Consultancy Services, 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	Natural person or Partnership
Registration number:	Identity number:
Income Tax Reference 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:

CONSTRUCTION OF STAFF OFFICES AT JOZINI MALARIA CONTROL PROGRAMME CENTRE

2. Project Background and Specification

The Provincial Malaria Control & Prevention Services Centre in Jozini was built in 1996 and officially opened by former Hon. Minister of Health Dr. N.C. Zuma on 18 April 1997 with the aim to strategically 'Fight and Eradicate' Malaria in KwaZulu-Natal Province including the contribution of the same approach across its bordering areas. However, due to the expansion of the Programme Organizational Structure for the purpose of capacity building, the number of personnel has increased to accommodate the ongoing objectives and responsibilities of the Programme.

The same Provincial Malaria Centre is currently accommodating uMkhanyakude Health District management and some of the support staff where the programme was forced to convert some of the stores building into offices in attempt to accommodate the new staff members.

A concern has been brought to the attention of KZN Department of Health Infrastructure Development that the current working conditions for the staff are not conducive as staff members share offices and working spaces. Some of the staff members are using park homes as their temporary offices although Park home structures have been requested to be replaced by brick and mortar structures by the Department of Health.

A site meeting with Jozini Malaria Centre officials was held on the 15th of June 2022 and a suitable site has been allocated for Malaria Centre additional staff offices within the Jozini Malaria Centre premises. The proposed location is mean to also accommodate the requested parking space for the Malaria Control fleet of vehicles. The total estimate will be based on measurements conducted by Department of Public Work and to be presented to the next FIPDM Stage.

3. Detailed Project Scope of Work

The site is located under Umkhanyakude District at the Jozini Municipality

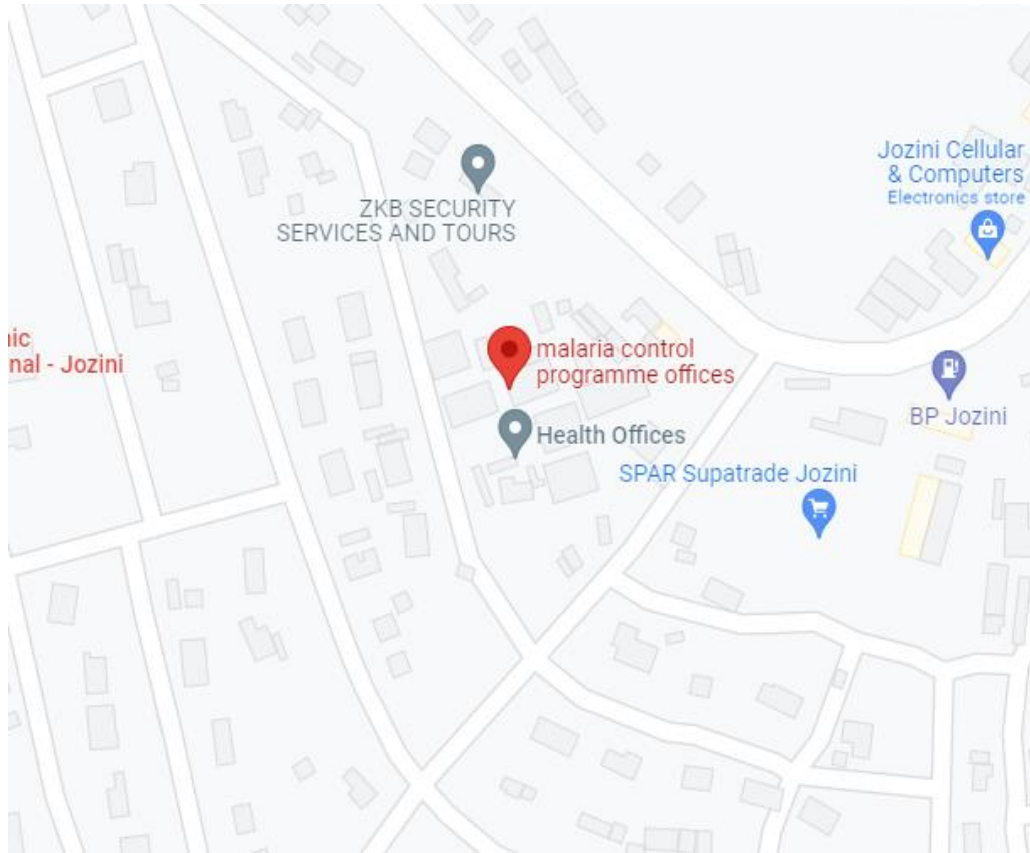


Figure 1: Jozini Malaria Control Programme Centre Location

4. Project Outcomes:

The identified works to be attended to include:

- Site clearance to ensure there are no shrubs and debris.
- The integrity of founding and existing guardhouse structure and ground material should be investigated and profiled. Should the integrity of the guardhouse structure be compromised, demolition should be in plan.
- Construction of the Jozini Malaria Centre to accommodate additional staff members consisting of:
 - Staff offices for 15 staff members.
 - Covered parking for 20 bays for state vehicles and 30 bays for staff parking. This is still to be confirmed depending on the availability of space.
 - One guardhouse at the front of the Centre and one at the back of the Centre
 - Entrance gates and fencing at the back of the Centre
- New structure to be supplied with full electrical fittings such as plugs, switches and distribution board
- Internal and external electrical works and compliance
- Connection of ablutions to the existing sewer system
- Connection of structure to existing potable water supply for kitchenette and ablutions
- All furnishes, including rainwater goods for the structure are to also be installed.

- Construction of storm water systems for the facility.
- Connection of internet services to the location of the new facility.
- Provisions for the fire fighting and HVAC will need to be investigated and recommended by consultant.

5. Project Objectives:

- Promote safer and efficient facility and work environment for Jozini Malaria Centre staff and visitors.
- Provide a safe parking space for the state vehicles as well as the staff vehicles.
- To create an environment for collective, productivity and wellbeing, as well as spaces where employees can work and relax.
- To provide staff with safe and secure parking for their cars which will result in better productivity and ultimately improved service delivery.

6. Project Success Criteria:

The project success criteria can be quantified as follows:

- a. The project output will be the additional staff offices for the Malaria Control Programme Centre staff.
- b. Additional staff and state vehicle covered parking.
- c. The project output will yield a Malaria Control Programme Centre facility that provides adequate infrastructure and support to implement and provide the operation of Malaria Control Programme services.
- d. Being able to provide support services to protect all populations at risk to achieve at least 95% coverage with key vector suppression strategies and interventions for the period 2019-2023.

7. Scope of Works of the Construction Project:

Please refer to the Project Brief attached as **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 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
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9. Required Multidisciplinary Team Composition

- Architect (Principal Consultant and Principal Agent)
- Quantity Surveyor
- Structural Engineer/Technologist
- Civil Engineer/Technologist
- Mechanical Engineer/Technologist
- Electrical Engineer/Technologist
- Construction Health and Safety Agent
- Land Surveyor (to be appointed post award)
- Geotechnical Engineer/Technologist (to be appointed post award)
- IT Specialist (to be appointed post award)

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. Engineers/Technologists

Engineering Council of South Africa, Board Notice 138 of 2015, Government Gazette No. 39480 of 04 December 2015 from Stage 2 to Stage 7

10.2 Architect

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

10.3 Quantity Surveyor

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

10.4 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 the 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

10.7 IT Specialist

The Lead Consultant shall confirm the detailed scope of work that will be required from the IT Specialist. The IT Specialist 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 IT Specialist 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):

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

- The Facility
- DOH District
- DOH Head Office
- DOH Mental Health
- National DOH
- Local authority
- Other Authorities
- Statutory bodies
- Other Departments

11.4 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.

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

11.6 All approvals to be acquired as may be required

12 Planning and Programming

The Employer is desirous that the project follows 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.

PSP Deliverables according to FIDPM stages of work	Duration to produce deliverables from each stage
Stage 2: Concept & Viability Report	3 months
Stage 3: Design Development Report	3 months
Stage 4: Documentation & Procurement	5 months
Stage 5: Works	22 months
Stage 6: Handover	1 month
Stage 7: Project Close Out	11 months
TOTAL	45 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 programme 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.

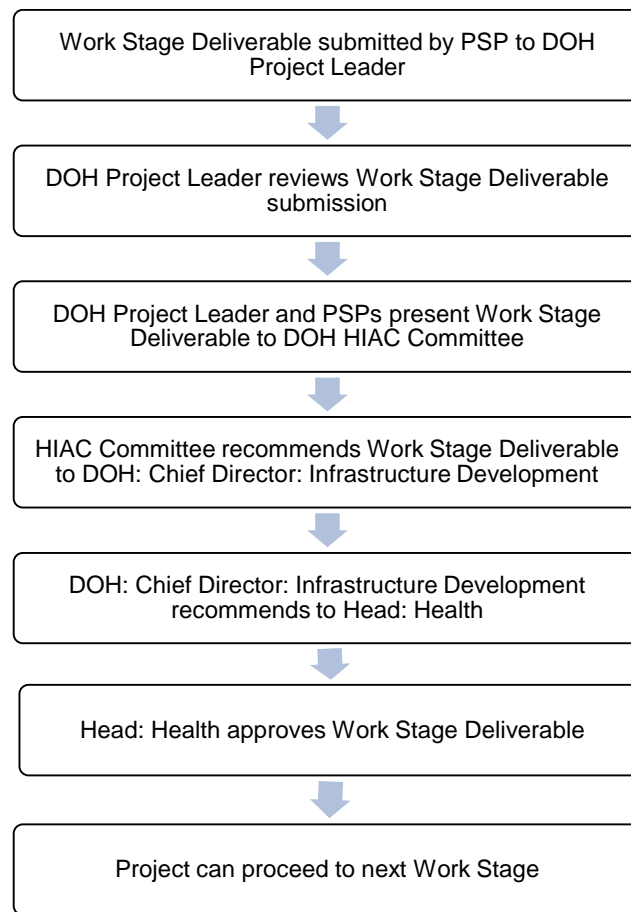
15 Co-operation with Other Service Providers and Affected Parties

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 required to 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 1, 2, 3, 4 and 6) of the relevant gazettes as stated in point 10 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 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 1-6) in accordance with the tables below:

Architect (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	7.5%

Electrical Engineering

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

Mechanical 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

The estimated project works value is R 17 079 341, 96 (Seventeen Million, Seventy Nine Thousand, Three hundred and forty one Rand and Ninety-six Cents inclusive of VAT) and is the construction cost of new offices, addition of parking and carports, and construction of guardhouse.

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 lead consultant, prior to any further payments. Disputes relating to the apportionment of total fees are to be resolved by the Professional Team.

The tendered lump sum 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 10 above).

30 Project Details

30.3 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:

- Architects (Principal Consultant and Principal Agent)
- Structural Engineer/Technologist
- Civil Engineer/technologist
- Quantity Surveyor
- Electrical Engineer/Technologist
- Mechanical Engineer/Technologist
- Construction Health and Safety Agent
- Land Surveyor (Appointed Post Award)
- Geotechnical Engineer/Technologist (Appointed Post Award)
- IT Specialist (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
Structural and Civil Engineers/Technologists	Engineering Council of South Africa, Board Notice 138 of 2015, Government Gazette No. 39480, 04 December 2015
Electrical Engineers	Engineering Council of South Africa, Board Notice 138 of 2015, Government Gazette No. 39480, 04 December 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
Construction Health & Safety Agent	South African Council for the Project and Construction Management Professions, Board Notice 167 of 2019 Government Gazette No. 42697 of 13 September 2019

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

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

30.6 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.

30.7 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.

30.8 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

31.3 The Entity must have within their employment or display their ability to have access to the professional consultants as listed in paragraph 30.1 above. Lead consultant and Architect cannot be outsourced and must be provided by in-house by the bidding entity. Bidders are to provide a letter outlining the services to be provided in-house by the bidding entity, as well as letters of agreement securing Professional Services for those professional disciplines to be provided by others. 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.

31.4 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.

31.5 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.

31.6 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 Mechanical 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 or Registered

Professional Technologists. All Registered Professionals and Candidates must be in good-standing with their respective council and their membership must be valid. Proof of good-standing will be required to be submitted for all Professionals and Candidates **prior to the signing of the contract**. Failure to provide this proof will result in the award being withdrawn. PROFESSIONAL LEAD MUST HAVE A MINIMUM OF 6 YEARS POST PROFESSIONAL REGISTRATION EXPERIENCE AND THE REST MUST HAVE A MINIMUM OF 3 YEARS. 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 2,0 million
 - Electrical, Mechanical Engineering: R 1,0 million
 - Architectural: R 3,0 million
 - Quantity Surveyor: R 2,0 million
 - Health and Safety: R 0,5 million
 - Other: R 0,5 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 returnable should be tabbed, labelled and included in the designated areas as per the instructions below.

Eligibility criteria	Documentation to be provided
<p>1. The professional multi-disciplinary team must consist of:</p> <ul style="list-style-type: none"> • Registered Professional Architect with experience in building works (Lead Consultant/Principal Agent) with a minimum of 6 years post professional registration experience. • Registered Professional Structural Engineer/Technologist with experience in structures and steel works • Registered Professional Civil Engineer/Technologist • Registered Professional Quantity Surveyor • Registered Professional Electrical Engineer/Technologist • Registered Professional Mechanical Engineer/Technologist <p>with a minimum of 3 years post professional registration experience.</p> <ul style="list-style-type: none"> • Registered Professional Construction Health and Safety Agent <p>with a minimum of 1 year post professional registration experience.</p>	<p>TAB LABEL: G-1</p> <p>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"> • Civil, Structural Engineering: R 2,0 million • Electrical, Mechanical Engineering: R 1,0 million • Architectural: R 3,0 million • Quantity Surveyor: R 2,0 million • Health and Safety: R 0,5 million • Other: R 0,5 million 	<p>TAB LABEL: G-2</p> <p>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>

ELIGIBILITY SUMMARY TABLE

NB: For Evaluation Committee use only

			Specific Project Eligibility Criteria			
			Professional Registration		Indemnity Insurance	
			Number of Years Post Registration Experience	Eligibility (Yes/NO)	Indemnity Amount Provided (R million)	Eligibility (Yes/NO)
Project Multi-disciplinary Team	1	Registered Professional Architect(Lead Consultant/Principal Agent)				
	2	Registered Professional Quantity Surveyor				
	3	Registered Professional Structural Engineer/Technologist				
	4	Registered Professional Civil engineer/Technologist				
	5	Registered Professional Mechanical Engineer/Technologist				
	6	Registered Professional Electrical Engineer/Technologist				
	7	Registered Professional Construction Health and Safety Agent				
<u>Comments:</u>						

Quality/Functionality Criteria

Each bid is required to meet the minimum qualifying evaluation score of **70%** as per criteria below. All functionality/quality returnable 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 construction of a building and construction of parking's with a value of over R 5 million in the past 7 years per discipline (7 disciplines i.e. Architecture, Structural, Mechanical Engineering, Civil engineering, mechanical engineering, Quantity Surveying, Electrical Engineering, Construction Health and Safety)</p>	<p>TAB LABEL: H-1</p> <p>1.1 Bidder to complete one (1) Curriculum Vitae (CV) for the allocated Lead Professionals per discipline. The required CVs may be from different firms, one firm allocated per one or more discipline. 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. are compulsory and are to be inserted under the provided cover pages as Appendix I.</p> <p>1.1.2. CVs to be provided for the Lead Professionals per discipline for a MINIMUM total of 7 CVs. Each Lead Professional's experience must align to their allocated discipline.</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 the Lead Professional per discipline for their past project experience (Maximum 3 projects and relevant to the Lead Professional per discipline and must align with project experience stated on the CV). Their past experience is not required to be from their current bidding Lead Professional firms. Past projects may be referenced from the Lead Professional's former employer(s).</p> <p>1.2. Contractor award letters OR signed final account summaries OR signed reference letters from the client; clearly stating the project value, project start date and end date MUST be provided to prove value of projects. Maximum 3 projects and relevant to the Lead Professional per discipline and must align with project experience stated on the CV). Their past experience is not required to be from their current bidding Lead Professional firms. Past projects may be referenced from the Lead Professional's former employer(s).</p> <p>Documents requested in 1.1.4 and 1.2. are compulsory and are to be inserted under the provided cover pages as Appendix I.</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 per CV submitted.</p>	<p>70 points (see scoring table below for the point breakdown)</p>

Evaluation criteria	Documentation to be provided	Points allocated
	<p><u>Allocation of points will be as follows:</u></p> <ul style="list-style-type: none"> - 2 points will be awarded per completed compliant CV per discipline for each Lead Professional. - 0 points will be awarded for incorrectly completed, incomplete or no CV submitted on the required template and project experience that does not meet the above experience submission criteria. <p><u>AND</u></p> <ul style="list-style-type: none"> - 8 points will be awarded per past project that is of a general building, construction of parking and carports, is greater than R5 million in value and has been completed in the past 7 years, provided proof of value is submitted. - 4 points will be awarded per past project that is of a general building, construction of parking and carports, and is between R3 million and R5 million in value and has been completed in the past 7 years, provided proof of value is submitted. - 2 points will be awarded per past project that is of a general building, construction of parking and carports, and is between R3 million and R2 million in value and has been completed in the past 7 years, provided proof of value is submitted. - 0 points will be awarded for per past project that is less than R2 million in value, incomplete or no past project experience documentation submitted, and projects that do not meet the above experience submission criteria 	
<p>2. Organogram of Resources Proposed for the Project per Professional Discipline</p>	<p>TAB LABEL: H-2</p> <p>2. One 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 for the Project (Information provided for the Lead Professional member 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 team organogram to be provided</p> <p>2.2. Seven individual organograms must be provided, 1 for each Professional Discipline I.e. Civil Engineering, Structural Engineering, Mechanical engineering, Architectural, Quantity Surveying, Electrical Engineering, Construction Health and Safety.</p>	<p>30 points (see scoring table below for the point breakdown)</p>

Evaluation criteria	Documentation to be provided	Points allocated
	<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"> - 9 points will be awarded for the submission of a team organogram detailing the Architect (Principal Consultant) and all other Lead Professionals per discipline. - 0 points will be awarded for no submission and irrelevant submissions. <p><u>AND</u></p> <ul style="list-style-type: none"> - 3 points will be awarded per organogram per discipline for fully completed organograms that comply fully with the above instructions. - 2 points will be awarded per organogram per discipline for organograms that partially comply with the above instructions. - 0 points will be awarded for no submission and irrelevant submissions. 	

FUNCTIONALITY SCORING TABLE
NB: For Evaluation Committee use only

			Specific Project Functionality Criteria													
			CV's		Project Experience (Max. of 3 projects)				Multi-disciplinary Team Organogram		Individual Discipline Organogram					
			Maximum Points	Points Allocated	Maximum Points per project	Max Weighted Points	Points Allocated per project	Allocated Weighted Points	Maximum Points	Points Allocated	Maximum Points	Points Allocated				
Project Multi-disciplinary Team	1	Registered Professional Architect(Lead Consultant/Principal Agent)	2		8	24*7 /3			9			3				
					8											
					8											
	2	Registered Professional Quantity Surveyor	2		8										3	
					8											
					8											
	3	Registered Professional Structural Engineer	2		8										3	
					8											
					8											
	4	Registered Professional Civil Engineer/Technologist	2		8										3	
				8												
				8												
5	Registered Professional Mechanical Engineer/Technologist	2		8								3				
				8												
				8												
6	Registered Professional Electrical engineer/ Technologist	2		8								3				
				8												
				8												
7	Registered Professional Construction Health and Safety Agent	2		8								3				
				8												
				8												
Sub-Total 1 Points			14			56			9			21				
Sub-Total 2 Points		70					/30							
TOTAL SCORE			...../100												

1. Eligible Y/N: _____ 2. Functionality points: _____/100 3. Above 70% threshold Y/N: _____ 4. Bid value: (Rands) _____

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 2022

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

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

1. GENERAL CONDITIONS

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

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

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

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

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

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

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

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an

invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Companies who are at least 51% Owned by Black People	20			

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[Tick applicable box]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

<p>.....</p> <p>SIGNATURE(S) OF TENDERER(S)</p>
<p>SURNAME AND NAME:</p>
<p>DATE:</p>
<p>ADDRESS:</p> <p>.....</p> <p>.....</p> <p>.....</p>

SECTION H
OFFICIAL BRIEFING SESSION / SITE INSPECTION CERTIFICATE

Bid No:	ZNB 5360/2023-H
Service:	APPOINTMENT OF A MULTIDISCIPLINARY PROFESSIONAL TEAM FOR THE CONSTRUCTION OF STAFF OFFICES AT THE JOZINI MALARIA CONTROL CENTRE.
Date:	06 September 2023
Time:	10:00
Venue:	Malaria Control Programme Offices, Jozini , 3969

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.

- 33 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.

- 34 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.

- 35 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.

- 36 In bids where Consortia / Joint Venture / Sub-contractors are involved, each party must submit a separate Tax Compliance Status (TCS) PIN.

- 37 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.

- 38 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.

- 39 Tax Compliance Status is not required for services below R 30 000.00 ITO Practice Note Number: SCM 13 of 2007.

- 40 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, 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:

Full name of partner	Residential address	Signature

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:

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 (based on the PRICE only) 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 as stipulated in Table 1 but shall be claimed and paid on a PROVEN COST BASIS ONLY. The Land Surveyor, Geotechnical Engineer/Technologist, and IT Specialist costs will be paid from the disbursement allowance. Disbursement rates as published in the monthly National Department of Public Works "Rates for Reimbursable Expenses" shall be used for claiming.
- The estimated Value of Work for Fees is an estimate and not the final value. The tendered PERCENTAGE will be based on the actual project works value determined upon project completion.
- Table below is NOT to be modified by Tenderer

TABLE 1

Value of Work for Fees	R 17 079 341,96
Total Tendered Fee Percentage for Team (to 2 decimal places)	%
Total Fees for Team	R
ADD Allowance for Disbursements	R 853 967,10
Sub-Total 1	R
ADD VAT at 15%	R
GRAND TOTAL (to be carried to the Form of Offer and Acceptance)	R

COMPANY STAMP:

DATE:

TABLE 2 – APPORTIONMENT OF FEES

Principal Consultant / Principal Agent / Architect	%
Quantity Surveyor	%
Civil Engineer	%
Structural Engineer	%
Electrical Engineer	%
Mechanical Engineer including Specialist Fire Engineer and Wet Services Engineer	%
Construction Health and Safety	%
TOTAL TENDERED FEE PERCENTAGE FOR TEAM (to 2 decimal places)	%

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

APPENDIX B – RETURNABLE DOCUMENTS

CHECKLIST OF RETURNABLE DOCUMENTS			
Item No.	Required Documents	Tick	
		Yes	No
Please ensure the following items are fully completed and complied with:			
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.	Bidders Disclosure – 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		
The following documents are to be submitted under Appendix: G			
7.	Proof of Registration with Companies and Intellectual Property Commission (CIPC) (printout not older than 1 month)		
8.	Proof of ownership in the form of printouts from CSD or CIPC clearly indicating ownership details to receive Preference Points for Specific Goals		
9.	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)		
The following documents are to be submitted under Appendix H under the relevant cover pages:			
10.	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)		
11.	Proof of the relevant professional Indemnity Insurance – Civil, Structural Engineering: R 2,0 million Electrical, Mechanical Engineering: R 1,0 million Architectural: R 3,0 million Quantity Surveyor: R 2,0 million Health and Safety: R 0,5 million Other: R 0,5 million		
The following documents are to be submitted under Appendix I under the relevant cover pages:			
12.	CV per Lead Professional including supporting documentation (completion certificates and award letters / signed final accounts / reference letters)		
13.	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.

*A letter indicating which discipline's firm attended the brief meeting on behalf of which Lead firm should be appended

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 the construction of staff offices at the Jozini Malaria Control Programme Centre.
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 R500.00 per day will be applicable per target date, to a maximum equal to R50,000.00, 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.
5.5	The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions:

Clause	
	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>
5.4.1	<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"> i. accepts herewith full liability for the due fulfilment of all obligations in respect of this Service; and ii. hereby indemnifies, and undertakes to keep indemnified, the Employer in respect of all actions, proceedings, liability, claims, damages, costs and expenses in relation to and arising out of the agreement and/or from the aforesaid Service Provider's intentional and/or negligent wrongful acts, errors and/or omissions in its performance on this Contract. <p>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 expenses for one-direction travel to a facility for distances **over 176.4 km** from 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. Please note that no travelling time and subsistence charges are claimable for any trips taken by the Consultants. The costs of travelling time should be accounted for in the tendered percentage

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 authorized 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, or

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 apart from the Construction Health and Safety Agent fee. 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/technologists. 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.

C2.1.4 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), 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 trips to the site for distances for one-direction travel to a facility in for distances **under 176.4 km**. Travelling costs related to trips to cover travel distances above the stipulated distances 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 100 km (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 Gazette 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.

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
Architectural Firm:					
• Lead Professional:					
• Support Professional/Candidate:					
Quantity Surveying Firm:					
• Lead Professional:					
• Support Professional/Candidate:					
Electrical Engineering 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"> Lead Professional: 					
<ul style="list-style-type: none"> Support Professional/Candidate: 					
Mechanical Engineering Firm:					
<ul style="list-style-type: none"> Lead Professional: 					
<ul style="list-style-type: none"> Support Professional/Candidate: 					
Civil Engineering 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"> • Lead Professional: 					
<ul style="list-style-type: none"> • Support Professional/Candidate: 					
Structural Engineering Firm:					
<ul style="list-style-type: none"> • Lead Professional: 					
<ul style="list-style-type: none"> • Support Professional/Candidate: 					
Construction Health and Safety 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"> Lead Professional: 					
<ul style="list-style-type: none"> Support Professional/Candidate: 					

APPENDIX F:

CURRICULUM VITAE TEMPLATE

CURRICULUM VITAE TEMPLATE



1. Personal Details

Name:	
Date of Birth:	
Current Employer:	
Current Position Held:	

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

Qualification	Year Obtained	Institution

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 CIVIL
ENGINEER/TECHNOLOGIST
CERTIFICATE AND PROFESSIONAL
INDEMNITY**

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

**REGISTERED PROFESSIONAL
MECHANICAL
ENGINEER/TECHNOLOGIST
CERTIFICATE AND PROFESSIONAL
INDEMNITY**

**REGISTERED PROFESSIONAL
ELETRICAL
ENGINEER/TECHNOLOGIST
CERTIFICATE AND PROFESSIONAL
INDEMNITY**

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

**APPENDIX I:
RETURNABLES – FUNCTIONALITY
CRITERIA**

LEAD ARCHITECT CV

**LEAD ARCHITECT PROJECT
COMPLETION CERTIFICATES,
LETTERS OF AWARD / SIGNED FINAL
ACCOUNT SUMMARY**

LEAD QUANTITY SURVEYOR CV

**LEAD QUANTITY SURVEYOR
PROJECT COMPLETION
CERTIFICATES, LETTERS OF AWARD
/ SIGNED FINAL ACCOUNT SUMMARY**

**LEAD CIVIL
ENGINEER/TECHNOLOGIST CV**

**LEAD CIVIL
ENGINEER/TECHNOLOGIST PROJECT
COMPLETION CERTIFICATES,
LETTERS OF AWARD / SIGNED FINAL
ACCOUNT SUMMARY**

**LEAD STRUCTURAL
ENGINEER/TECHNOLOGIST CV**

**LEAD STRUCTURAL
ENGINEER/TECHNOLOGIST PROJECT
COMPLETION CERTIFICATES,
LETTERS OF AWARD / SIGNED FINAL
ACCOUNT SUMMARY**

**LEAD MECHANICAL
ENGINEER/TECHNOLOGIST CV**

**LEAD MECHANICAL
ENGINEER/TECHNOLOGIST PROJECT
COMPLETION CERTIFICATES,
LETTERS OF AWARD / SIGNED FINAL
ACCOUNT SUMMARY**

**LEAD ELETRICAL
ENGINEER/TECHNOLOGIST CV**

**LEAD ELECTRICAL
ENGINEER/TECHNOLOGIST PROJECT
COMPLETION CERTIFICATES,
LETTERS OF AWARD / SIGNED FINAL
ACCOUNT SUMMARY**

**LEAD CONSTRUCTION HEALTH AND
SAFETY AGENT CV**

**LEAD CONSTRUCTION HEALTH AND
SAFETY AGENT PROJECT
COMPLETION CERTIFICATES,
LETTERS OF AWARD / SIGNED FINAL
ACCOUNT SUMMARY**

ARCHITECTS DISCIPLINE ORGANOGRAM

**QUANTITY SURVEYING DISCIPLINE
ORGANOGRAM**

**STRUCTURAL
ENGINEER/TECHNOLOGIST
DISCIPLINE ORGANOGRAM**

CIVIL ENGINEERING DISCIPLINE ORGANOGRAM

**MECHANICAL
ENGINEER/TECHNOLOGIST
DISCIPLINE ORGANOGRAM**

**ELECTRICAL
ENGINEER/TECHNOLOGIST
DISCIPLINE ORGANOGRAM**

CONSTRUCTION HEALTH AND SAFETY DISCIPLINE ORGANOGRAM