

PROJECT NO.: ZNB 5497/2023-H

DESCRIPTION OFSERVICE: APPOINTMENT OF A MULTIDISCIPLINARY PROFESSIONAL

TEAM FOR DUNDEE HOSPITAL: RENOVATIONS AND EXTENSION TO THE EXISTING BUILDING TO PROVIDE A NEW ACCOMMODATION FOR COMMUNITY SERVICE

PROFESSIONALS

DISCIPLINE: MULTIDISCIPLINARY TEAM LED BY AN ARCHITECT

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

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

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SECTION A INVITATION TO BID

DESCRIPTION:

THE APPOINTMENT OF A MULTIDISCIPLINARY PROFESSIONAL TEAM LED BY AN ARCHITECTFOR DUNDEE HOSPITAL: RENOVATIONS AND EXTENSION TO THE EXISTING BUILDING TO PROVIDE A NEW ACCOMMODATION FOR COMMUNITY SERVICE PROFESSIONALS

PROJECT NUMBER : ZNB5497/2023-H Closing Date : 23 June 2023

Closing Time : 11:00 Compulsory Briefing : Yes

Date : 6 June 2023

Time : 11:00

Venue : Dundee Hospital 121 McKenzie Street Dundee

Bid Validity Period: 84 Days

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

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

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

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

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

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED) THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

THE FOLLOWING PARTICULARS MUST BE FURNISHED (FAILURE TO DO SO WILL RESULT IN YOUR BID BEING DISQUALIFIED)

NAME OF BIDDER:		
POSTAL ADDRESS:		
	Code:	
STREET ADDRESS:		
	Code:	
TELEPHONE:	Code:	Number:
CELL PHONE :	Code:	Number:
FACSIMILE NUMBER:	Code:	Number:
E-MAIL ADDRESS:		
VAT REGISTRATION N	UMBER:	
SIGNATURE OF BIDDE	R:	
DATE:		
CAPACITY UNDER WH	ICH 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: Tokozani Madikane
Tel: 033 940 2567

E-mail address: Thokozani.Madiakne@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
Orginators of blader of 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

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

	vote or power to influence or to direct the course and decisions terprise.
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:
submitting	RATION Indersigned, (name)ir the accompanying bid, do hereby make the following statements that I certify to be true ete in every respect:
3.2 I under true and co 3.3 The bid communicate between particulars or for not to sparticulars 3.4 The tendirectly or	read and I understand the contents of this disclosure; stand that the accompanying bid will be disqualified if this disclosure is found not to be emplete in every respect; deer has arrived at the accompanying bid independently from, and without consultation ation, agreement or arrangement with any competitor. However, communication artners in a joint venture or consortium ² will not be construed as collusive bidding. tion, there have been no consultations, communications, agreements or arrangements competitor regarding the quality, quantity, specifications, prices, including methods ormulas used to calculate prices, market allocation, the intention or decision to submit ubmit the bid, bidding with the intention not to win the bid and conditions or delivery of the products or services to which this bid invitation relates. The services in the accompanying bid have not been, and will not be, disclosed by the bidder, indirectly, to any competitor, prior to the date and time of the official bid opening or 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: DUNDEE HOSPITAL: RENOVATIONS AND EXTENSION TO THE EXISTING BUILDING TO PROVIDE A NEW ACCOMMODATION FOR COMMUNITY SERVICE PROFESSIONALS

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 a lead consultant and other Consultancy Services, inclusive of value added tax, is

R	(in figures)
and	
Ran	d (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.

арріїсавіе)		
Company or Close Corporation	or	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	o so, by:
In his/her capacity as:		
Note: A resolution / power of attorney, signed by must accompany this offer, authorising the repre		e directors / members / partners of the legal entity ative to make this offer.
4. Signed for the bidder:		
Name of representative		
Signature		
Date		

This offer is made by the following Legal Entity: (please cross out the block that in not

3.

5. W	litnessed by:		
Name o	f representative		
Signatu	re		
Date			
6. D	omicilium Citand	i Et Executandi	
		micilium citandi et executa erved, as (physical addres	andi in the Republic of South Africa, where any and s):
Street	address::		
		Code:	
Postal	address		
		Code:	
Teleph	none:	Code:	Number:
Cell ph	none :	Code:	Number:
Facsim	nile 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 En	ipioyer:		
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:

DUNDEE HOSPITAL: RENOVATIONS AND EXTENSION TO THE EXISTING BUILDING TO PROVIDE A NEW ACCOMMODATION FOR COMMUNITY SERVICE PROFESSIONALS

2. Project Background and Specification

Dundee Hospital is a health facility in Umzinyathi District Municipality in Endumeni Local Municipality; it is located in number 121 MaKenzie Street in Dundee. The KwaZulu-Natal Department of Health participate in the Community Service year programme. As such there is an annual need to house a number of community services medical professionals. This number can vary from year to year. Dundee Hospital receives a number of community service offices including Medical intern doctors. There is a shortage of accommodation to house the Community service officers in the hospital. Currently they are residing in the leased accommodation around Dundee town. Following the statistics of the previous years that was provided by the real estate component in the department, it was concluded that the Hospital needs 20 additional units in the facility to house the interns and the scarce skilled staff. An existing old double storey building has been identified as a suitable space to provide the accommodation however the structural investigation needs to be conducted to confirm the building's structural Integrity.

3. Site Location

The Site:

Dundee hospital is located in 121 MacKenzie street Dundee

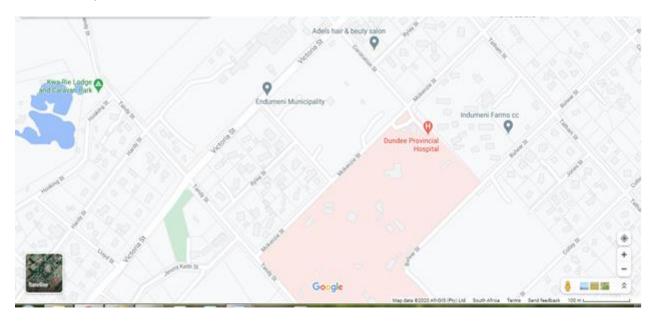


Figure 1: Dundee Hospital Location

Land Owner:	Provincial Gove	rnment		
Street Address (or directions):	121 MacKenzie street Dundee			
Postal Address:	Private Bag X2011, Dundee, 3000			
Telephone Number:	+27 (034) 212 1	111		
Hospital Manager:	Mrs TT Vilakazi			
Cadastral Description:	Latitude:	-28.1729023	Longitude:	30.22973983
Zoning:	Government			
Planning restrictions:	Nil			
Existing Infrastructure	Face brick and plastered brick with asbestos and metal roofs			

The site is next to key establishment like Community Police Station, Secondary School, Church, and is within a walking distance to a public transport route.

External access to the site is as:

- Access to the site The existing main gate is at the lower level eastern boundary of the site.
 The main entrance is poorly defined. A second vehicular entrance is at the north boundary at the highest site level.
- Access to Public transport is available from both entrances of the facility
- Pedestrian routes is available from the main entrance of the facility



Figure 2: Arial View showing Dundee Hospital



Figure 3: Ariel view showing the actual building to be renovated

4. Detailed Project Scope of Work.

Provide complete professional consultancy services for construction stages 1-6 on the project for constructing a new accommodation for community service professionals.

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

5. Project Outcomes:

There will be a safe and pleasing environment in which staff and especially Community Service Staff can reside, rest and socialise.

The hospital will be able to attain staff

Better service delivery

6. Project Objectives:

The project aims to provide a safe and reliable accommodation in order to attain more staff to work in Dundee hospital.

7. Project Success Criteria:

The success of the project will be measured by having completed the scope of the project with allocated budget and on time.

The project should meet all DOH specifications and requirements.

The hospital will not lease accommodation for community service professionals and will attain staff.

8. Scope of Works of the Construction Project:

8.1. Scope of works

- Renovate, alter and extend the existing double storey building to provide twenty single bed self-contained units with provision of one disabled unit.
- Provision to be made for communal spaces, laundry areas, waste areas and recreational areas
- The room set up will be as per category A units (IUSS Nursing Education institution Guide line). The reference will be Rietvlei Hospital staff accommodation consisting of 1 bedroom flats module
- Structural investigation to warrant that the double storey building is structural sound and can be safely altered
 must be conducted prior to the renovations.
- Provide parking for the units.
- Guardhouse with a control room
- High clear view fence to have spikes or barbed wire separating the main hospital and the residence
- CCTV on staircases
- Card readers as per DOH standards
- Sliding gate at the main entrance to the accommodation and an access control passenger gate to the hospital.
- Surveillance cameras on main circulation areas

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

9. 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

10. Required Multidisciplinary Team Composition

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

11. 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:

1) Architect

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

2) Engineers

Engineering Council of South Africa, Board Notice 138 of 2015, Government Gazette No. 39480 of 04 December 2015. For the scope of the Mechanical Engineer it is deemed to be inclusive of wet services, HVAC, Fire Engineering Services etc.

3) Quantity Surveyor

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

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.

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.

Geotechnical Engineer/Technologist

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

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

- 1) 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 Clinical Services/ District services
 - National DOH
 - · Local authority
 - · Other Authorities
 - · Statutory bodies
 - · Other Departments
- 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.
- 3) All additional required presentations to be done as may be required.
- 4) All approvals to be acquired as may be required

13. 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 month
Stage 3: Design Development Report	4 Months
Stage 4: Design Documentation	3 months
Stage 5: Works	18 months
Stage 6: Handover	1 month
Stage 7: Project Close Out	6 months
TOTAL PROJECT TIME	41 months

^{*}The total project time includes a procurement process with the duration of 6 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 Department 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 10 above and corresponding FIDPM Stages (2 to 7),

14. 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.

15. 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.

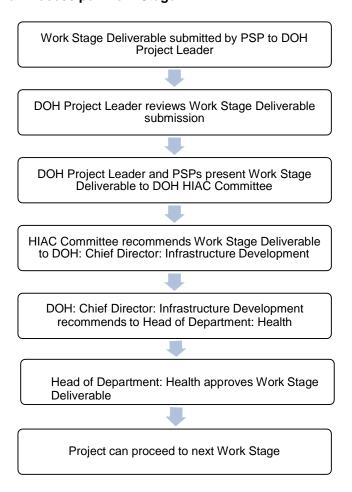
16. Co-operation with Other Service Providers and Affected Parties

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

17. Copyright

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

18. General Approval Process per Work Stage



19. 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.

20. 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.

21. Format of Communications

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

22. Key Personnel

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

23. Management Meetings

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

24. Forms for Contract Administration

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

25. 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.

26. Fee Claims and Apportionment of Fees

Receipt and subsequent approval (by Head of Department: 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 (1 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 <u>proven cost basis</u> 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 30 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 1	5%
Stage 2	15%
Stage 3	20%
Stage 4	30%
Stage 5	27%
Stage 6	3%

Civil Engineering

Stage 1	5%
Stage 2	25%
Stage 3	25%
Stage 4	15%
Stage 5	25%
Stage 6	5%

Structural Engineering

Stage 1	5%
Stage 2	20%
Stage 3	30%
Stage 4	15%
Stage 5	25%
Stage 6	5%

Electrical Engineering

Stage 1	5%
Stage 2	15%
Stage 3	20%
Stage 4	20%
Stage 5	35%
Stage 6	5%

Mechanical Engineering (including Fire and Wet Services Engineer)

Stage 1	5%
Stage 2	15%
Stage 3	20%
Stage 4	20%
Stage 5	35%
Stage 6	5%

Quantity surveyor

Stage 1	2.5%
Stage 2	5%
Stage 3	7.5%
Stage 4	35%
Stage 5	45%
Stage 6	5%

Construction Health & Safety Agent

Stage 1	5%
Stage 2	25%
Stage 3	25%
Stage 4	15%
Stage 5	25%
Stage 6	5%

27. 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

28. 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.

29. Project

The estimated project works value is R 30 909 000 (Thirty Million nine hundred and nine thousand rands only, exclusive of 15% VAT) and is the construction of new accommodation for community service professionals.

30. 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 <u>for any and all surcharges</u> 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).

31. Project Details

- You are requested to quote for the delivery of Lead Consultant Services, Principal Agent Services and the appointment of a Multi-disciplinary team, and their total costs, which should as a minimum consist of:
- Architect (Principal Consultant and Principal Agent)
- Civil Engineer
- Structural Engineer
- Quantity Surveyor
- Electrical Engineer
- Mechanical Engineer
- Construction Health and Safety Agent
- Land Surveyor (Appointed Post Award)
- Geotechnical Engineer/Technologist (Appointed Post Award)

The relevant Guidelines are as per the following:

Architect	South African Council for the Architectural Profession, Board Notice 122 of 2015, Government Gazette No. 38863, 12 June 2015
Civil/Structural Engineers	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

Mechanical 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

- 2) Consultants will be expected to attend all necessary meetings with various stakeholders as reasonably required.
- 3) Consultants will be expected to attend a minimum of two (2) site meetings per month during the construction stage. No full time supervision is required for the project and will not be compensated or remunerated for. The Lead Consultants are required to be on site as frequently as and when required per stage throughout the project.
- 4) Disbursements as published in the monthly National Department of Public Works "Rates for Reimbursable Expenses" shall be used as guideline. Discount can also be offered in this regards, but a maximum rate applicable shall be for vehicles up to 2150 cc.
- 5) Please note that total final fees payable will be calculated on final value of contract for "fee purposes" only or final contract cost estimates for "fee purposes" only whichever may be applicable at the time.
- 6) You are requested to submit your bid using the FEE BASED QUOTE PROFORMA (AppendixA, Table 1), stamped utilizing your official company stamp and duly signed by the RegisteredLead Professional who will be dedicated to this project and is based at the office address where the project is intended to be awarded.

32. Conditions of Appointment

- 1) 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 Architectural Services 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.
- 2) Upon project award, Consultants may only amend the list of the required Lead Professionals upon written replacement request to the Client prior to the signing of the project contract. The replacement request will only be reviewed should the new Lead Professional be at the same level of qualification as the previously supplied name or better.
- 3) Registered Professionals listed as the Lead Professional for each Professional discipline on the project (as per Form A) must play an active and visible role on the project. Lead Professionals must attend a minimum of 70% of all meetings. Failure to comply with this condition will constitute a breach of this contract.

4) Consultants must submit all returnable documents as listed on Appendix B herein. Failure to submit all the requested documents will result in the bid not being considered.

33. 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:
 - Registered Professional Architect (Lead Consultant/Principal Agent)
 - o Registered Professional Civil Engineer
 - o Registered Professional Structural Engineer
 - o Registered Professional Quantity Surveyor
 - o Registered professional Electrical Engineer
 - Registered professional Mechanical Engineer
 - Registered Professional 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. 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.

- All Professional Leads (with the exclusion of Construction Health and Safety) must have a minimum of 3 years post professional registration experience.
- The Professional Lead for Construction Health and Safety must have a **minimum of 2 years** 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:
 - o Architect: R 10,0 million
 - Structural Engineer: R 5,0 million
 - o Civil Engineer: R 5,0 million
 - Quantity Surveyor: R 5,0 million
 - Mechanical Engineer: 3,0 million
 - Electrical: R 3,0 million
 - Health and Safety: R 2,0 million
 - Other: R 1,0 million

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

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

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

Eligibility criteria	Documentation to be provided		
 1. The professional multi-disciplinary team must consist of: Registered Professional Architect (Lead Consultant/Principal Agent) Registered Professional Structural Engineer Registered Professional Civil Engineer Registered Professional Quantity Surveyor Registered Professional Electrical Engineer Registered Professional Mechanical Engineer all with a minimum of 3 years post professional registration experience. Registered Professional Construction Health and Safety Agent with a minimum of 2 years post professional registration experience. 	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. Completed Form A (Appendix E)		
 2. Proof of all the relevant valid Professional Indemnity Insurance must be provided as per the list below: Architect: R 10,0 million Structural Engineer: R 5,0 million Civil Engineer: R 5,0 million Quantity Surveyor: R 5,0 million Mechanical Engineer: 3,0 million Electrical: R 3,0 million Health and Safety: R 2,0 million Other: R 1,0 million 	TAB LABEL: G-2 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		

ELIGIBILITY SUMMARY TABLE

NB: For Evaluation Committee use only

		-	Specific Project Eligibility Criteria			
			Professional Registration		Indemnity Insurance	
			Number of	Eligibility	Indemnity	Eligibility
			Years Post	(Yes/NO)	Amount	(Yes/NO)
			Registration		Provided	
			Experience		(R million)	
	1	Registered Professional Architect				
		(Lead Consultant/Principal Agent)				
	2	Registered Professional Structural				
am		Engineer				
Te	3	Registered Professional Civil				
lary		Engineer				
Project Multi-disciplinary Team	4	Registered Professional				
		Quantity Surveyor				
ti-d	5	Registered Professional Electrical				
Mul		Engineer				
<u>ک</u>	6	Registered Professional				
roje		Mechanical Engineer				
	7	Registered Professional				
		Construction Health and Safety				
		Agent				
Con	nmen	ts:				

Quality/Functionality Criteria

Each bid is required to meet the minimum qualifying evaluation score of **60%** 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
1. Bidder to demonstrate Technical Competency and relevant Experience relating to accommodation or general building design of a value of over R 20 million in the past 7 years per discipline (7 disciplines i.e., Civil Engineering, Structural Engineering, Architecture, Quantity Surveying, Electrical Engineering, Mechanical Engineering, Construction Health and Safety)	TAB LABEL: H-1 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: 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. 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. 1.1.3. CVs provided must align with the information submitted in Form A (Appendix E). 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). 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 firms. Past projects may be referenced from the Lead Professional's former employer(s). Documents requested in 1.1.4 and 1.2. are compulsory and are to be inserted under the provided cover pages as Appendix I. Only the first 3 stated past	84 points (see scoring table below for the poin breakdown

Allocation of points will be as follows: - 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. AND - 10 points will be awarded for a past project that is of an accommodation facility or general building, is greater than R20 million in value and has been completed in the past 7 years, provided proof of value is submitted. - 5 points will be awarded for a past project that is of an accommodation facility or general building and is between R15 million and R20 million in value and has been completed in the past 7 years, provided proof of value is submitted. - 3 points will be awarded for a past project that is of an accommodation or general building and is between R10 million and R15 million in value and has been completed in the past 7 years, provided proof of value is submitted.	Evaluation criteria	Documentation to be provided	Points allocated
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. AND - 10 points will be awarded for a past project that is of an accommodation facility or general building, is greater than R20 million in value and has been completed in the past 7 years, provided proof of value is submitted. - 5 points will be awarded for a past project that is of an accommodation facility or general building and is between R15 million and R20 million in value and has been completed in the past 7 years, provided proof of value is submitted. - 3 points will be awarded for a past project that is of an accommodation or general building and is between R10 million and R15 million in value		Allocation of points will be as follows:	
CV submitted on the required template and project experience that does not meet the above experience submission criteria. AND - 10 points will be awarded for a past project that is of an accommodation facility or general building, is greater than R20 million in value and has been completed in the past 7 years, provided proof of value is submitted. - 5 points will be awarded for a past project that is of an accommodation facility or general building and is between R15 million and R20 million in value and has been completed in the past 7 years, provided proof of value is submitted. - 3 points will be awarded for a past project that is of an accommodation or general building and is between R10 million and R15 million in value			
 - 10 points will be awarded for a past project that is of an accommodation facility or general building, is greater than R20 million in value and has been completed in the past 7 years, provided proof of value is submitted. - 5 points will be awarded for a past project that is of an accommodation facility or general building and is between R15 million and R20 million in value and has been completed in the past 7 years, provided proof of value is submitted. - 3 points will be awarded for a past project that is of an accommodation or general building and is between R10 million and R15 million in value 		CV submitted on the required template and project experience that	
accommodation facility or general building, is greater than R20 million in value and has been completed in the past 7 years, provided proof of value is submitted. - 5 points will be awarded for a past project that is of an accommodation facility or general building and is between R15 million and R20 million in value and has been completed in the past 7 years, provided proof of value is submitted. - 3 points will be awarded for a past project that is of an accommodation or general building and is between R10 million and R15 million in value		AND	
accommodation facility or general building and is between R15 million and R20 million in value and has been completed in the past 7 years, provided proof of value is submitted. - 3 points will be awarded for a past project that is of an accommodation or general building and is between R10 million and R15 million in value		accommodation facility or general building, is greater than R20 million in value and has been completed in the past 7 years, provided	
or general building and is between R10 million and R15 million in value		accommodation facility or general building and is between R15 million and R20 million in value and has been completed in the past	
submitted.		or general building and is between R10 million and R15 million in value and has been completed in the past 7 years, providedproof of value is	
- 0 points will be awarded for a past project that is less than R10 million in value, incomplete or no past project experience documentation submitted, and projects that do not meet the above experience submission criteria		million in value, incomplete or no past project experience documentation submitted, and projects that do not meet the above	
TAB LABEL: H-2		TAB LABEL: H-2	
2. Organogram of Resources Proposed for the Project per (Information provided for the Lead Professional member must align (see scorin table be	Resources Proposed	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	16 points (see scoring table below
Professional Discipline 2.1. One team organogram to be provided	-	2.1. One team organogram to be provided	for the point breakdown)
2.2. Seven individual organograms must be provided, 1 for each Professional Discipline I.e. Architectural, Civil Engineering, Structural Engineering, Quantity Surveying, Electrical Engineering, Mechanical Engineering and Construction Health and Safety.		Professional Discipline I.e. Architectural, Civil Engineering, Structural Engineering, Quantity Surveying, Electrical Engineering,	, in the second
2.3. Organograms must be inserted under the provided cover page as Appendix I			

Evaluation criteria	Documentation to be provided	Points allocated
	Allocation of points will be as follows:	
	- 2 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.	
	AND	
	- 2 points will be awarded per organogram per discipline for fully completed organograms that comply fully 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		-		xperier projec		disciplinary		Disc	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	
	1	Registered Professional			10								
		Architect (Lead	2		10	-					2		
		Consultant/Principal Agent)	2		10								
	2	Pagistarad Professional	2		10	30 x 7 /3							
		Registered Professional Structural Engineer			10				2		2		
					10								
_	3	Registered Professional			10						2		
ean		Civil Engineer	2		10								
ıry T					10								
olina	4 Registered Professiona	Registered Professional			10								
iscip		Quantity Surveyor	2		10						2		
Project Multi-disciplinary Team	E	3			10								
Mu	5	Registered Professional Electrical Engineer	2		10						2		
) je ct					10								
Prc	6				10 10								
	Registered Professiona Mechanical Engineer	Registered Professional	2		10						2		
		Mechanical Engineer			10								
		Registered Professional			10								
	7	Construction Health and	2		10						2		
		Safety Agent			10								
	Sub-Total 1 Points		14			70			2		14		
	Sub-Total 2 Points			/84/16									
	TOTAL SCORE			/100									

1. Eligible Y/N:
2. Functionality points:/100
3. Above 60% threshold Y/N:
4. Bid value: (Rands)

- 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.

SECTION H

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

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.

1. General conditions

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

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

- 1.2. Points for this bid shall be awarded for:
 - Price: and
 - Specific Goals.
- 1.3. The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
TOTAL POINTS FOR PRICE AND SPECIFIC GOALS	100

- 1.4. 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.
- 1.5. The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. Definitions

"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;

"price" means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

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

"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

"the Act" means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. Points awarded for price

The 80/20 Preference Point System

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

$$Ps = 80 \left(1 - \frac{Pt - P \min}{P \min} \right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration
Pmin = Price of lowest acceptable bid

4. Points awarded for Specific Goals

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:

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) 3any 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	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]

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

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

SECTION I

OFFICIAL BRIEFING SESSION / SITE INSPECTION CERTIFICATE

Bid No:	ZNB 5497/2023-H
Service:	THE APPOINTMENT OF A MULTIDISCIPLINARY PROFESSIONAL TEAM LED BY AN ARCHITECT FOR DUNDEE HOSPITAL: RENOVATIONS TO THE EXISTING BUILDING TO PROVIDE A NEW ACCOMMODATION FOR COMMUNITY SERVICE PROFESSIONALS
Date:	6 JUNE 2023
Time:	11:00
Venue:	Dundee hospital, 121 McKenzie Street Dundee

This is to certify that	
(name)	
On behalf of	
Visited and inspected the site on	
(date)	
And is therefore familiar with the circumstances ar	nd the scope of the service to be rendered.
Signature/s of Bidder/s	Departmental Representative
(Print Name)	(Print Name)
	Departmental Stamp (Optional)
Date:	Date:

SECTION J

TAX COMPLIANCE STATUS (TCS)

- 1. The State / Province may not award a contract resulting from the invitation of bids to a bidder who is not properly registered and up to date with tax payments or, has not made satisfactory arrangements with SA Revenue Services concerning due tax payments.
- 2. The South African Revenue Services (SARS) has phased out the issuing of paper Tax Clearance Certificates. From 18 April 2016, SARS introduced an enhanced Tax Compliance system. The new system allows taxpayers to obtain a Tax Compliance Status (TCS) PIN, which can be utilized by authorized third parties to verify taxpayers' compliance status on line via SARS e-filing.
- 3. Bidders are required to apply via e-filing at any SARS branch office nationally. The Tax Compliance Status (TCS) requirements are also available to foreign bidders / individuals who wish to submit bids.
- **4.** SARS will then furnish the bidder with a Tax Compliance Status (TCS) PIN that will be valid for a period of 1 (one) year from the date of approval.
- 5. In bids where Consortia / Joint Venture / Sub-contractors are involved, each party must submit a separate Tax Compliance Status (TCS) PIN.
- **6.** Application for Tax Compliance Status (TCS) PIN can be done via e-filing at any SARS branch office nationally or on the website www.sars.gov.za.
- 7. Tax Clearance Certificates may be printed via e-filing. In order to use this provision, taxpayers will need to register with SARS as an e-Filer through the website www.sars.gov.za.
- **8.** Tax Compliance Status is not required for services below R 30 000.00 ITO Practice Note Number: SCM 13 of 2007.
- **9.** Kindly either provide an original tax clearance certificate, your tax number or pin number.

TAX NUMBER:		
PIN NUMBER:		

SECTION K AUTHORITY TO SIGN A BID

Authority by Board of Directors

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

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.				

I, the undersigned
(name)
Hereby confirm that I am the sole owner of the business trading as
(name)
Signature of signatory:
Date

В

Sole proprietor (one - person business)

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 th	e business trading as	
(name)		
hereby authorized		
(name)		
to sign this bid as well as any cont correspondence in connection with		
(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

2.

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

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)F
(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:	
dignature of signatory.	
Date:	
Dale.	

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 Environmental 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	30,909,000.00
Total Tendered Fee Percentage for Team (to 2 decimal places)		%
Total Fees for Team	R	
ADD Allowance for Disbursements	R	1 000 000.00
Sub-Total 1	R	
ADD VAT at 15%	R	
GRAND TOTAL (to be carried to the Form of Offer and Acceptance)	R	

COMPANY STAMP:		

TABLE 2 - APPORTIONMENT OF FEES

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

COMPANY STAMP:	
DATE:	

APPENDIX B - RETURNABLE DOCUMENTS

CHECKLIST OF RETURNABLE DOCUMENTS				
Item	Paguirad Decuments	Tic	:k	
No.	Required Documents	Yes	No	
Please	e 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 fo	ollowing documents are to be submitted under Appendix: G			
8	Proof of Registration with Companies and Intellectual Property Commission (CIPC)			
9.	Original certified copy of BBBEE Certificate			
The fo	pllowing documents are to be submitted under Appendix H under the relevant cover	pages:		
11.	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)			
Proof of the relevant professional Indemnity Insurance – • Architect: R 10,0 million • Structural Engineer: R 5,0 million • Civil Engineer: R 5,0 million • Quantity Surveyor: R 5,0 million • Mechanical Engineer: 3,0 million • Electrical: R 3,0 million • Health and Safety: R 2,0 million • Other: R 1,0 million				
The fo	pllowing documents are to be submitted under Appendix I under the relevant cover p	pages:		
13.	CV per Lead Professional including supporting documentation (completion certificates and award letters / signed final accounts / reference letters)			
14.	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 to the Briefing Session Certificate. The letter should be signed by both the attendee and Lead Consultant.

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	
	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.
	Each item of data given below is cross-referenced to the clause in the General Conditions of Contract to which it mainly applies.
	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 DUNDEE HOSPITAL: RENOVATIONS AND EXTENSION TO THE EXISTING BUILDING TO PROVIDE A NEW ACCOMMODATION FOR COMMUNITY SERVICE PROFESSIONALS
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	Period of Performance shall be sub dividable in separate target dates according to the programme to be submitted in terms of SECTION G part 12 hereof.
	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.
3.15.1	The programme shall be submitted within 14 days of the award of the contract.
3.15.2	The Service Provider shall update the programme at intervals not exceeding 8 weeks.
3.16	Time-based fees are not applicable to this appointment and therefore no adjustments for inflation are applicable.
5.4.1	The Service Provider is required to provide professional indemnity cover as set out in the Professional Indemnity Schedule as per point 12 of Appendix B.

Clause					
5.5	The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions: a) Deviate from the programme (delayed or earlier); b) Deviate from or change the Scope of Services; c) Change Key Personnel on the Service.				
8.1	The Service Provider is to commence the performance of the Services immediately after the Contract becomes effective and execution to be as per the programme.				
8.4.3 (c)	The period of suspension under clause 8.5 is not to exceed two (2) years.				
9.1	Copyright of documents prepared for the Project shall be vested with the Employer.				
12.1.	Interim settlement of disputes is to be by mediation.				
12.2. / 12.3.	Final settlement is by litigation.				
12.2.1	In the event that the Parties fail to agree on a mediator, the mediator is to be nominated by the president of the Association of Arbitrators (Southern Africa).				
13.1.3	All partners in a joint venture or consortium shall carry the same professional indemnity insurance as per clause 5.4.1 of the General Conditions of Contract.				
13.5.1	The amount of compensation is unlimited.				
13.6	The provisions of 13.6 do not apply to the Contract.				
15	In respect of any amount owed by the Service Provider to the Employer, the Service Provider shall pay the Employer interest at the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No 1 of 1999).				

C1.2.3 Data provided by the Service Provider

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

Tendering on the project:
(Name of project as per Form of Offer and Acceptance)
holds professional indemnity insurance cover, from an approved insurer, duly registered with the Finance Services Board, of not less than the amount required as cover relative to the size of project, with the first amount payable not exceeding 5% of the value of indemnity. I further confirm that the Service Provider will keep such professional indemnity fully subscribed. I further confirm that should the professional indemnity insurance, with no knowledge of the Employer, be allowed to lapse at any time or in the event of the Service Provider cancelling such professional indemnity insurance, with no knowledge of the Employer, at any time or if such professional indemnity cover is not sufficient, then the Service Provider,
 i. accepts herewith full liability for the due fulfilment of all obligations in respect of this Service; and ii. hereby indemnifies, and undertakes to keep indemnified, the Employer in respect of all actions, proceedings, liability, claims, damages, costs and expenses in relation to and arising out of the agreement and/or from the aforesaid Service Provider's intentional and/or negligent wrongful acts, errors and/or omissions in its performance on this Contract.
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.
I confirm that the Service Provider renounces the benefit of the <i>exceptionis non causa debiti, non numeratae</i> pecuniae and <i>excussionis</i> or any other exceptions which may be legally raised against the enforceability of this indemnification.
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.
Name:
Signature:
Capacity:

Clause							
	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.						
	The Key Persons and their jobs / f	functions in relation to the	Services are:				
	The Ney 1 crooms and their jobs / 1	discions in relation to the	, dervices are.				
7.1.2	Name	Principal and/or employed professional(s)	Specific duties				
	1.						
	2.						
	3.						
	4.						
	5.						
	6.						
	7.						
	8.						
	9.						
	10.						
7.2	A Personnel Schedule is not requi	red.					
1.2	•		describe the specific duties, this space may be				

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 onlyand 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 conditionslaid out under section C2.1.5
- C2.1.1.5 <u>Disbursements in respect of all travelling expenses</u> <u>will not be paid for separately</u> except for attending offsite meetings (greater than 50km one way from the office of the service provider) at the request of the employer where only travelling costs (mileage only) shall be claimable in accordance with the rulesset 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 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 (only upon prior approval by Head of department: Health) Time charges are reimbursable at <u>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.</u>
- 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 <u>in writing</u> by or obtained prior approval <u>in writing</u> 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

Travel costs will only be considered where the Service Provider has been requested to attend an off-site meeting with the destination being further than **50km** (one way) from the Service Provider's office. Travelling costs will be paid in the form of a disbursement for mileage only.

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
Architect Firm:(Lead Consultant)					
Lead Professional: Output Bartania at 10 and 11 to 12.					
Support Professional/Candidate:					
Structural Engineer Engineering Firm:					
Lead Professional:					
Support Professional/Candidate:					

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
Civil Engineering Firm:					
Lead Professional:					
Support Professional/Candidate:					
Electrical Engineering Firm:					
Lead Professional:					
Support Professional/Candidate:					

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
Mechanical Engineering Firm:					
Lead Professional:					
Support Professional/Candidate:					
Quantity Surveying Firm:					
Lead Professional:					
Support Professional/Candidate:					

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
	WITH RELEVANT PROFESSIONAL COUNCIL	WITH RELEVANT REGISTRATION PROFESSIONAL AS A COUNCIL PROFESSIONAL /	WITH RELEVANT REGISTRATION REGISTRATION IN GOOD STANDING COUNCIL PROFESSIONAL / (YES/NO)	WITH RELEVANT REGISTRATION REGISTRATION IN GOOD STANDING NUMBER COUNCIL PROFESSIONAL / (YES/NO)

APPENDIX F: CURRICULUM VITAE TEMPLATE

CURRICULUM VITAE TEMPLATE



1. Personal Details

Name:							
Date of Birth:							
Current Employer:							
Current Position Held:							
2. <u>Education</u> (Degrees, Diplomas, Bachelor/B Tech and Post Graduate Qualifications ONLY)							
Qualification	Year Obtained	Institution					





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 STRUCTURAL ENGINEER CERTIFICATE AND PROFESSIONAL INDEMNITY

REGISTERED PROFESSIONAL CIVIL ENGINEER CERTIFICATE AND PROFESSIONAL INDEMNITY

REGISTERED PROFESSIONAL QUANTITY SURVEYOR CERTIFICATE AND PROFESSIONAL INDEMNITY

REGISTERED PROFESSIONAL ELECTRICAL ENGINEER CERTIFICATE AND PROFESSIONAL INDEMNITY

REGISTERED PROFESSIONAL MECHANICAL ENGINEER CERTIFICATE AND PROFESSIONAL INDEMNITY

REGISTERED PROFESSIONAL CONSTRUCTION HEALTH AND SAFETY CERTIFICATE AND PROFESSIONAL

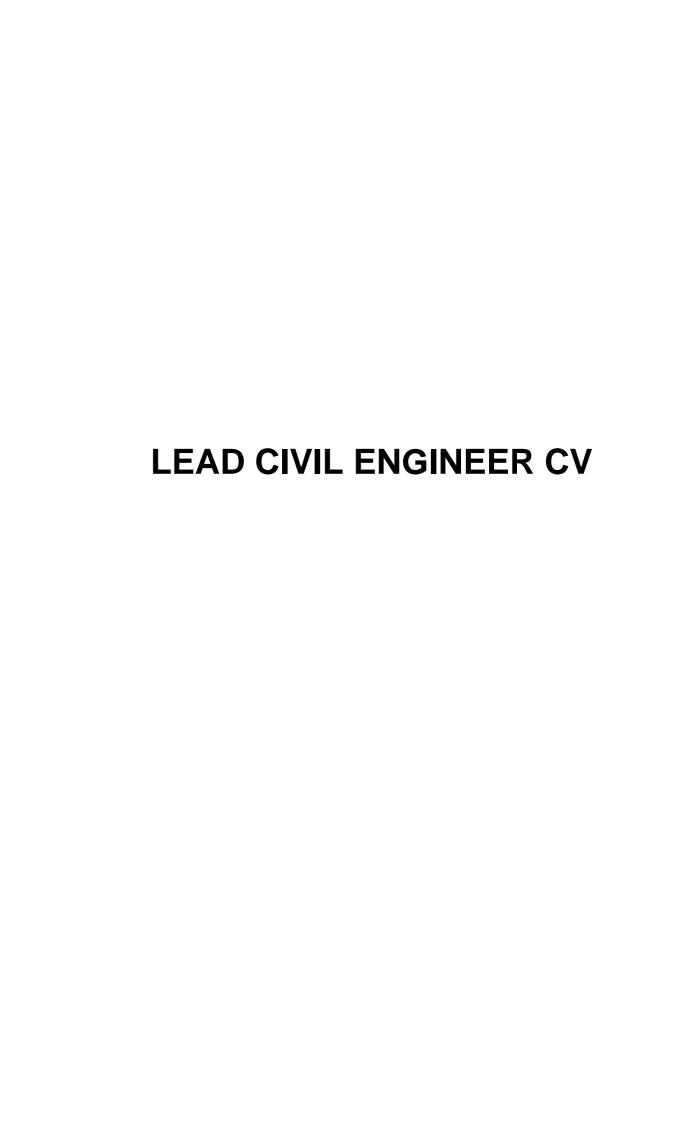
APPENDIX I: RETURNABLES – FUNCTIONALITY CRITERIA



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



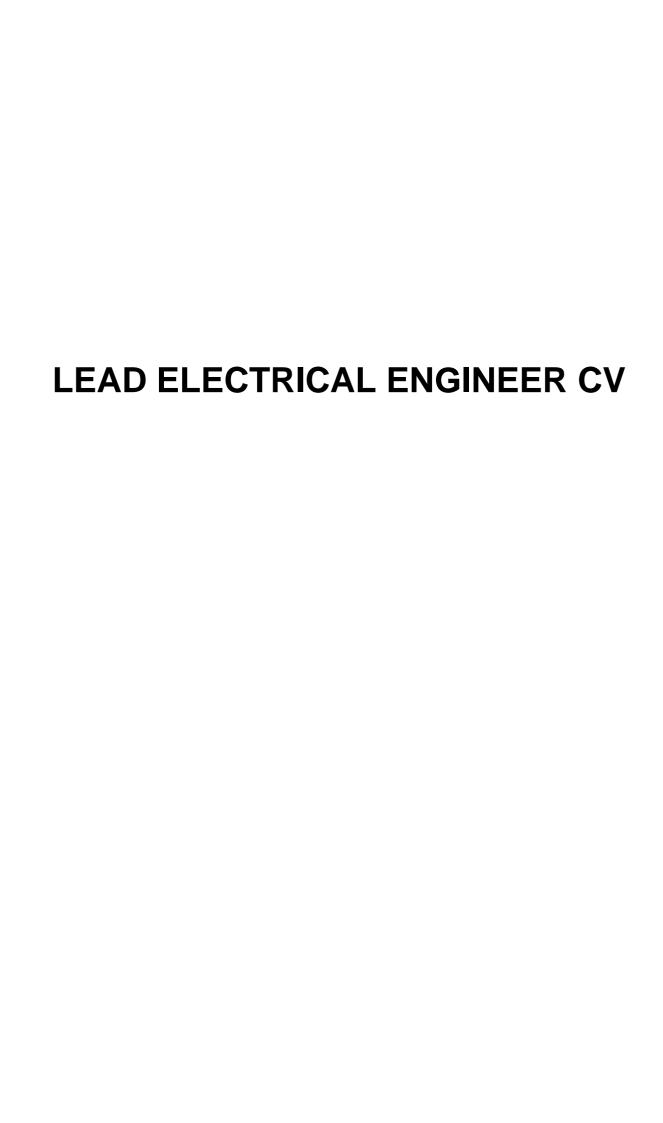
LEAD STRUCTURAL ENGINEER PROJECT COMPLETION CERTIFICATES, LETTERS OF AWARD / SIGNED FINAL ACCOUNT SUMMARY/REFFERENCE LETTERS



LEAD CIVIL ENGINEER COMPLETION CERTIFICATES, LETTERS OF AWARD / SIGNED FINAL ACCOUNT SUMMARY/REFFERENCE LETTERS



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



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



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

LEAD CONSTRUCTION HEALTH AND SAFETY CV

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



ARCHITECT DISCIPLINE ORGANOGRAM

STRUCTURAL ENGINEERING DISCIPLINE ORGANOGRAM

CIVIL ENGINEERING DISCIPLINE ORGANOGRAM

QUANTITY SURVEYING DISCIPLINE ORGANOGRAM

ELECTRICAL ENGINEERING DISCIPLINE ORGANOGRAM

MECHANICAL ENGINEERING DISCIPLINE ORGANOGRAM

CONSTRUCTION HEALTH AND SAFETY DISCIPLINE ORGANOGRAM