



KWAZULU-NATAL PROVINCE

PUBLIC WORKS & INFRASTRUCTURE
REPUBLIC OF SOUTH AFRICA

KZN DEPARTMENT OF HEALTH: WIMS: 062715: THE APPOINTMENT OF A MULTI-DISCIPLINARY TEAM WITH A STRUCTURAL ENGINEER AS THE PRINCIPAL AGENT TO PROVIDE A MULTI-DISCIPLINARY TEAM COMPRISING OF AN QS SERVICES FOR WENTWORTH EMS: CONSTRUCTION OF NEW ROOF TO ADDRESS STORM DAMAGE.

FACILITIES	WIMS NUMBER
WENTWORTH EMS	062715

DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE
Private Bag X9153
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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DESCRIPTION: THE APPOINTMENT OF A MULTI-DISCIPLINARY TEAM WITH A STRUCTURAL ENGINEER AS THE PRINCIPAL AGENT TO PROVIDE A MULTI-DISCIPLINARY TEAM COMPRISING OF AN QS SERVICES FOR WENTWORTH EMS: CONSTRUCTION OF NEW ROOF TO ADDRESS STORM DAMAGE.

WIMS NUMBER: 062715

CLOSING DATE: Refer to advert

CLOSING TIME: Refer to Advert

COMPULSORY BRIEFING SESSION:

DATE: Refer to advert

TIME: Refer to Advert

VENUE: Refer to advert

The successful bidder will be required to fill in and sign a written Contract Form

DEPOSITED IN THE BID BOX SITUATED AT
KZN DEPARTMENT OF PUBLIC WORKS, ETHEKWINI REGIONAL OFFICE
455A KING CETSHWAYO HIGHWAY, MAYVILLE
DURBAN
4091

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 8 hours a day, 5 days a week (normal office hours- 07H30- 16H00)

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 GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

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

NAME OF BIDDER	
POSTAL ADDRESS	
STREET ADDRESS	
TELEPHONE NUMBER	CODE.....NUMBER.....
CELLPHONE NUMBER	
FACSIMILE NUMBER	CODENUMBER.....
E-MAIL ADDRESS	
VAT REGISTRATION NUMBER	



SIGNATURE OF BIDDER

DATE

CAPACITY UNDER WHICH THIS BID IS SIGNED

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

Department : KZN - Department of Public Works and Infrastructure

Contact Person : Mrs. Matu Khumalo

Tel : 063 687 6593

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

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Contact Person : Mr Gcobani Nyakata

Tel : 087 159 5450

E-mail address : Gcobani.Nyakata@kznworks.gov.za

SECTION B

SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF FORMS

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

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and visa versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances whatsoever may the 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. The 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 may be rejected as being invalid.
7. All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids. Where, however, a bid is received open, it shall be sealed. If it is received without a bid number on the envelope, it shall be opened, the bid number ascertained, the envelope sealed and the quotation number written on the envelope.
8. A specific box is provided for the receipt of quotations, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.
9. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the quotation documentation, and proof of posting will not be accepted as proof of delivery.
10. No bid submitted by telefax, telegraphic or other electronic means will be considered.
11. Bid documents must not be included in packages containing samples. Such bids may be rejected as being invalid.
12. Any alteration made by the bidder must be initialed.
13. Use of correcting fluid is prohibited
14. Bids will be opened in public as soon as practicable after the closing time of bid.
15. Where practical, prices are made public at the time of opening bids.
16. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.

SECTION C

REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

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

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/authorized representative).....

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

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

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

.....
NAME OF BIDDER

.....
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

DATE:.....

SECTION E

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....

.....

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

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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

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.

REGISTRATION ON THE PROFESSIONAL BODY / COUNCIL

1. It is the requirement that either the director of the company/ member of the company /company itself is registered under relevant Professional Body /Council in order to qualify for this service.
2. Attached copy of certificate / letter as proof of registration in the council, body association. Current letters of good standing from the relevant council must be submitted with the bid.

Structural Engineer - Professional Registration Number

Quantity Surveyor - Professional Registration Number

SECTION F

FORM OF OFFER AND ACCEPTANCE

Offer

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

DESCRIPTION OF SERVICE : THE APPOINTMENT OF A MULTI-DISCIPLINARY TEAM WITH A STRUCTURAL ENGINEER AS THE PRINCIPAL AGENT TO PROVIDE A MULTI-DISCIPLINARY TEAM COMPRISING OF AN QS SERVICES FOR WENTWORTH EMS: CONSTRUCTION OF NEW ROOF TO ADDRESS STORM DAMAGE.

FACILITY	WIMS NUMBER
WENTWORTH EMS	062715

The tenderer, identified in the offer signature block, has examined the documents listed in the Tender Data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the Service Provider under the Contract including compliance with all its terms and conditions according to their true intent and meaning for remuneration to be determined in accordance with the conditions of Contract identified in the Contract Data.

The offered price, inclusive of value added tax, is

R (in figures)

.....

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

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

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

Company or close corporation: and: whose registration number is: and: whose income tax reference number is:	OR	Natural person or partnership: whose identity number(s) is/are: whose income tax reference number is/are:
--	----	--

.....
..

.....
.....

AND WHO IS (if applicable):

Trading under the name and style of:
.....

AND WHO IS:

Represented herein, and who is duly authorised to do so, by: Mr/Mrs/Ms: In his/her capacity as:	Note: A resolution / power of attorney, signed by all the directors / members / partners of the legal entity must accompany this offer, authorising the representative to make this offer.
---	---

SIGNED FOR THE TENDERER:

Name of representative	Signature	Date

WITNESSED BY:

Name of witness	Signature	Date

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

.....
.....

Other contact details of the Tenderer are:

Telephone no: Cellular phone no:
 Fax no:
 Postal address:
 Banker: Branch:

Acceptance

By signing this part of this form of offer and acceptance, the Employer identified below accepts the tenderer's offer. In consideration thereof, the Employer shall pay the Service Provider the amount due in accordance with the conditions of

Contract identified in the Contract Data. Acceptance of the tenderer's offer shall form an agreement between the Employer and the tenderer upon the terms and conditions contained in this agreement and in the Contract that is the subject of this agreement.

The terms of the Contract are contained in:

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

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

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

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

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

For the Employer:

Name of signatory	Signature	Date

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

Witnessed by:

Name of witness	Signature	Date

SECTION G

SPECIFICATION AND EVALUATION

1. BACKGROUND

Wentworth Emergency Medical Services (EMS) is located at eThekweni Municipal area within the health district in Durban, KwaZulu Natal. The EMS is operated by KwaZulu Natal Department of Health. This EMS operates on patients referral system via local clinics and is servicing the following areas: Austerville, Bluff, Cato Manor, Chesterville, Clairwood, Hillary, Jacobs, Lamontville, Merebank, Montclair, Umbilo, Seaview, Wentworth, Woodlands, and Yellowwood Park. Therefore, a suitably qualified and experienced Multidisciplinary firm is required to commission services for stages 2 to 6 of the project.

2. PURPOSE

The Department is seeking bids from experienced and skilled Registered Professional firm to provide services at Department of Health: Wentworth EMS: Construction of New Roof to address storm damage.

The Registered Professionals will be appointed for stages 2 to stage 6 as per the guideline scope of services on Government Gazette applicable to their profession. The Department is to invite bids from an entity who has the relevant capacity and expertise to provide professional services at Wentworth EMS.

3. SCOPE OF WORK

The construction of new Roof to address storm damage at Wentworth EMS is as follows but not limited to.

- The roof is to be extended from ridge of the existing higher roof to the edge of the existing office lower roof.
- New structural steel beams are to be bolted on the existing structural steel on ridge and to rest and bolted on proposed steel columns.
- 3x(150x150x6.0) SHS columns are to be constructed at the back of the office with the lower roof to provide support to the new added steel beams.
- The lower roof is to remain as it will be covered and will have no cost implication if it is not removed.
- Remove and replace clip-on rusted old sheets with 0.8 mm Zinc alum or similar, screwed into steel frame.

4. PROCUREMENT OBJECTIVES

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

- Registered Professional Structural Engineer – PrEng
- Registered Professional Quantity Surveyor – PRQS

The estimated construction cost is as follows for the respective schools:

FACILITY	CONSTRUCTION COST
WENTWORTH EMS	R 6 000 000.00

The services required for the full rollout are inclusive of **stages 2-6** in the following order:

- STAGE 2: Concept and Viability
- STAGE 3: Design Development (Review)
- STAGE 4: Documentation and Procurement
- STAGE 5: Construction Documentation and Management
- STAGE 6: Close-out

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

STRUCTURAL ENGINEER (PRINCIPAL AGENT)

The recommended services below are the minimum, but are not limited to, for the successful and complete finalization of the project (services to be provided are in accordance with Government Gazette N° 52691 dated 16/05/2025, Board Notice 783 of 2025).

Stage 2: Concept and Viability

Defined as: Prepare and finalise the project concept in accordance with the brief, including project scope, scale, character, form and function, plus preliminary programme and viability of the project

- Agree documentation programme as principal agent and other consultants involved.
- Attend design and consultants' meetings.
- Establish the concept design criteria.
- Prepare initial concept design and related documentation.
- Advise the client regarding further surveys, analyses, tests and investigations that may be required.
- Establish regulatory authorities' requirements and incorporate into the design.
- Refine and assess the concept design to ensure conformance with all regulatory requirements and consents.
- Establish access, utilities, services and connections required for the design.

- Participate in coordinated design interfaces with architect or other consultants involved.
- Prepare process designs (where required), preliminary designs, and related documentation for approval by authorities and client and suitable for costing.
- Provide cost estimates and life cycle costs, as required.
- Liaise, co-operate and provide necessary information to the client, principal consultant and other consultants involved.

Deliverables will typically include:

- Concept design
- Schedule of required surveys, tests and other investigations and related reports
- Process design
- Preliminary design
- Cost estimates, as required.

Stage 3 – Design Development

Defined as: Develop the approved concept to finalise the design, outline specifications, cost plan, financial viability and programme for the project

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

Deliverables will typically include:

- Design development drawings
- Outline specifications
- Local and other authority submission drawings and reports
- Detailed estimates of construction costs.

STAGE 4: DOCUMENTATION & PROCUREMENT

Defined as: Prepare procurement and construction documentation, confirm and implement the procurement strategies and procedures for effective and timeous procurement of necessary resources for execution of the project.

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

- Liaise, co-operate and provide necessary information as principal consultant to other consultants as required.
- Evaluate tenders.
- Prepare contract documentation for signature.
- Assess samples and products for compliance and design intent.
- Assist in pricing, documentation and tender evaluation as required when the detailed services for these activities are provided by others.

Deliverables will typically include:

- Specifications
- Services co-ordination
- Working drawings
- Budget construction cost
- Tender documentation
- Tender evaluation report
- Tender recommendations
- Priced contract documentation.

STAGE 5: CONTRACT ADMINISTRATION AND INSPECTION

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

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

Deliverables will typically include

- Schedules of predicted cash flow
- Construction documentation
- Drawing register
- Estimates for proposed variations
- Contract instructions
- Financial control reports
- Valuations for payment certificates
- Progressive and draft final accounts
- Practical completion and defects list
- All statutory certification and certificates of compliance as required by the local and other statutory authorities.

STAGE 6: CLOSE-OUT

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

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

Deliverables will typically include:

- Valuations for payment certificates
- Works and final completion lists
- Operations and maintenance manuals, guarantees and warranties
- As-built drawings and documentation
- Final accounts.

QUANTITY SURVEYOR

The recommended services below are the minimum, but are not limited to, for the successful and complete finalization of the project (services to be provided are in accordance with Government Gazette (No. 52152) on 21 February 2025 and replaces the 2015 Guideline of Fees for the below listed Recommended Services and Client Specific deliverables):

Government Gazette

Stage 2: Concept and viability (Concept design)

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

Stage 3: Design Development

- Review documentation program
- Attend design and consultant meetings
- Evaluate design and advise on cost control
- Review of financial feasibility
- Prepare detailed cost estimates

Stage 4: Documentation and procurement

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

Stage 5: Construction

- Attend site handover
- Prepare cash flow predictions
- Prepare estimates for variations
- Attend site, progress and technical meetings on and off site
- Resolving financial claims from contractors
- Assist with resolution of contractual claims
- Prepare and update cost reports for cost control
- Prepare payment certificates for monthly payments
- Prepare draft and progressive final accounts

Stage 6: Close-out

- Prepare monthly payment certificates
- Conclude and finalise final accounts

5. The estimated total building costs are:

FACILITIES	CONSTRUCTION COST
WENTWORTH EMS	R 6 000 000.00

For fee value structure allow the following percentages:

5.1 Discipline	% time with Documentation + % on site
Structural Engineer	
Quantity Surveyor	

5.2 Costing

5.2.1 The relevant Fee Guidelines are as per the following table;

DISCIPLINE	GAZETTE APPLICABLE PER DISCIPLINE
Structural Engineer	ECSA use rates as per Gazette N° 52691 dated 16/05/2025, Board Notice 783 of 2025
Quantity Surveyor	SACQSP (No. 52152) of 21 February 2025.

- 5.2.2 Disbursements as published in the monthly National Department of Public Works "Rates for Reimbursable Expenses" shall be used as a guideline. Discount can also be offered in this regard, but maximum rate applicable shall be for vehicles up to 2150cc.
- 5.2.3 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 (both for the applicable discipline) - whichever may be applicable at the time.
- 5.2.4 You are requested to submit your bid using the specified **Basis of Appointment indicated herein above** on your company letterhead duly signed by the Registered Professional who will be dedicated to this project and is based at the office address where the project is intended to be awarded within five (5) working days

6. CONDITIONS OF APPOINTMENT

- 6.1 The multi-disciplinary entity must have within their employment or display their ability to have access to all the professional consultants as listed in paragraph 5.2.1 above.
- 6.2 This can be submitted by way of an organogram with details of the Registered Professional who will be leading each discipline and detailed curriculum vitas of the proposed professional/s. Where a resource/professional is being outsourced, a contract or agreement between both parties is to be submitted.
- 6.3 You will be expected to attend a minimum of 2 site meetings per month which only will be paid for, based on attendance during the construction process.
- 6.5 Consultants must submit all returnable documents as listed on Appendix B herein. Failure to submit all the requested documents could result in the quote not being considered
- 6.6 Your detailed organogram is to provide details of the various professionals. **Registered Professional Structural Engineer (PrEng) and Registered Professional Quantity Surveyor (PrQS).**
who will be dedicated to this project. Approval must be made in writing to the Department for any replacement of the designated professional/s.
- 6.7 Appointment will be as per Departmental Standard Conditions of Appointment for the respective Entity.
- 6.8 The estimated respective project duration are as follows:

FACILITIES	DURATION
WENTWORTH EMS	8 Months

7. EVALUATION CRITERIA

7.1 The evaluation criteria will be in three phases

Phase 1:

Correctness of bid documents

- Administrative Compliance.
- Compliance with bid regulations (registration with CSD and other prescripts requirements) refer to Appendix B.
- Registration on the relevant professional council (Structural Engineer: ECSA and Quantity Surveyor: SACQSP).

7.2 Phase 2:

Mandatory Requirements

	Failure to submit any of the following documentation in the prescribed format will lead to immediate disqualification of the tender
1.	Organogram that sets out the roles and responsibilities of each proposed team member (1. Pr.Eng (Structural Engineer (Principal Agent)) and 2. Pr.QS (Quantity Surveyor), CVs (minimum 5 years' experience) & Valid Certified Professional Registration Certificates of all registered professionals to be submitted.
2.	Schedule of experience (per discipline is acceptable) on projects of 3 GB or higher completed in the previous five years, in building construction projects (minimum of 2 project) Award letters/purchase order and Reference letters for each project to be included as evidence , (bidders to use schedule of proforma evidence attached).
3.	Proof that the bidding entity carries adequate professional indemnity in line with the offered value of works. - Proof to be provided in the form of professional indemnity certificates or letter from insurer confirming existence of professional indemnity for the following discipline:- (Structural Engineer: R3,0 million, Quantity Surveying: R3,0 million (to be labelled as E5).

VALIDITY

This bid shall be valid for a period of one hundred and twenty (120) calendar days calculated from the closing time specified.

7.3 Phase 3:

- Price and specific goals.
- Evaluation using the point system

THE FOLLOWING SPECIFIC GOALS AS DEFINED IN THE PREFERENTIAL PROCUREMENT REGULATION 2022 WILL BE UTILIZED:

No.	SPECIFIC GOALS	Number of points (90/10 system)	Number of points (80/20 system)
1.	Ownership by Black people Documentary Proof Required: Original Affidavit or Certified copy 1. EME or QSE Sworn Affidavit; signed and dated by Commissioner of Oaths		10
2.	Ownership by People who are Women		
3.	Ownership by People who are Youth		
4.	Ownership by People living with Disabilities		
5.	51% Ownership by People who are Military Veterans		
6.	Exempted Micro-Enterprise (EME)		10
7.	Promotion of enterprise located within eThekweni and iLembe District 1. Proof of Municipal Account depicting Physical Address of the business (not older than 3 months or 2. Lease Agreement or 3. Letter from Ward Councilor (not older than 3 months)		
8.	Promotion of enterprises located in rural areas		20
	TOTAL		

(Note Max Points = 20 for the 80/20 specific goals, Max Points= 10 for the 90/10 specific goals)

PLEASE NOTE:

The following special conditions is applicable to the evaluation of this quotation:

- The Department reserves the right not to award to the lowest bidder.
- Failure to submit any of the above documentation in the prescribed format, will lead to immediate disqualification.
- Tenderers who have submitted all the above documentation in the prescribed format, will move onto the next stage of evaluation i.e. 80/20 principle.

SECTION H

OFFICIAL BRIEFING SESSION / SITE INSPECTION CERTIFICATE

Service: **THE APPOINTMENT OF A MULTI-DISCIPLINARY TEAM WITH A STRUCTURAL ENGINEER AS THE PRINCIPAL AGENT TO PROVIDE A MULTI-DISCIPLINARY TEAM COMPRISING OF AN QS SERVICES FOR WENTWORTH EMS: CONSTRUCTION OF NEW ROOF TO ADDRESS STORM DAMAGE.**

Date : Refer to advert

Time : Refer to advert

Venue : Refer to advert

THIS IS TO CERTIFY THAT (NAME)

ON BEHALF OF

VISITED AND INSPECTED THE SITE ON(DATE)

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

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

DATE:

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

.....
DEPARTMENTAL STAMP:
(OPTIONAL)

DATE:

SECTION I

TAX COMPLIANCE STATUS (TCS)

- 1 The State / Province may not award a contract resulting from the invitation of quotations to a bidder who is not properly registered and up to date with tax payments or, has not made satisfactory arrangements with S A Revenue Services concerning due tax payments.
- 2 The South African Revenue Services (SARS) has phased out the issuing of paper Tax Clearance Certificates. From 18 April 2016 SARS introduced an enhanced Tax Compliance system. The new system allows taxpayers to obtain a Tax Compliance Status (TCS) PIN, which can be utilized by authorized third parties to verify taxpayers' compliance status on line via SARS e-filing.
- 3 Bidders are required to apply via e-filing at any SARS branch office nationally. The Tax Compliance Status (TCS) requirements are also available to foreign bidders / individuals who wish to submit bids.
- 4 SARS will then furnish the bidder with a Tax Compliance Status (TCS) **PIN** that will be valid for a period of 1 (one) year from the date of approval.
- 5 In bids where Consortia / Joint Venture / Sub-contractors are involved, each party must submit a separate Tax Compliance Status (TCS) **PIN**.
- 6 Application for Tax Compliance Status (TCS) **PIN** can be done via e-filing at any SARS branch office nationally or on the website www.sars.gov.za.
- 7 Tax Clearance Certificates may be printed via e-filing. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.
- 8 Tax Compliance Status is not required for services below R30 000 ITO Practice Note Number: SCM 13 of 2007.
- 9 Kindly either provide an original tax clearance certificate, your tax number or pin number.

TAX NUMBER

PIN NUMBER

SECTION J

AUTHORITY TO SIGN A BID

A. COMPANIES

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

AUTHORITY BY BOARD OF DIRECTORS

By resolution passed by the Board of Directors on20.....

Mr/Mrs/Miss..... (whose signature appears below) has been duly authorised to sign all documents in connection with this bid on behalf of

(Name of Company)

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF COMPANY:

(PRINT NAME)

SIGNATURE OF SIGNATORY: DATE:

WITNESSES: 1

2

B. SOLE PROPRIETOR (ONE - PERSON BUSINESS)

I, the undersigned..... hereby confirm that I am the sole owner of the business trading as

.....

.....
SIGNATURE
(PRINT NAME)

.....
DATE

C. PARTNERSHIP

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

Full name of partner	Residential address	Signature
.....		
.....		
.....		
.....		

We, the undersigned partners in the business trading as.....
hereby authorizedto sign this bid as well as any contract resulting from the
bid and any other documents and correspondence in connection with this bid and /or contract on behalf of

..... SIGNATURE (PRINT NAME)	 SIGNATURE (PRINT NAME)	 SIGNATURE (PRINT NAME)
..... DATE	 DATE	 DATE

D. CLOSE CORPORATION

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

By resolution of members at a meeting on 20..... at

.....Mr/Mrs/Miss....., whose
signature appears below, has been authorized to sign all documents in connection with this bid on behalf of (Name of
Close Corporation)

SIGNED ON BEHALF OF CLOSE CORPORATION: (PRINT NAME)

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

SIGNATURE OF SIGNATORY:

WITNESSES: 1
2

E CO-OPERATIVE

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

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

SIGNATURE OF AUTHORISED REPRESENTATIVE/SIGNATORY:
(PRINT NAME)

.....

IN HIS/HER CAPACITY AS:.....

DATE:

SIGNED ON BEHALF OF CO-OPERATIVE:.....

NAME IN BLOCK LETTERS:.....

WITNESSES: 1

2

F JOINT VENTURE

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

AUTHORITY TO SIGN ON BEHALF OF THE JOINT VENTURE

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

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

Mr/Mrs/Miss.....and Mr/Mrs/Miss.....
(whose signatures appear below) have been duly authorised to sign all documents in
connection with this bid on behalf of:

(Name of Joint Venture).....

IN HIS/HER CAPACITY AS:.....

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

SIGNATURE :..... **DATE:**

IN HIS/HER CAPACITY AS:.....

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

SIGNATURE:..... DATE:.....

IN HIS/HER CAPACITY AS:.....

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

SIGNATURE:..... DATE:.....

IN HIS/HER CAPACITY AS:.....

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

SIGNATURE:..... DATE:.....

G. CONSORTIUM

If a bidder is a consortium, a certified copy of the resolution/agreement passed/reached signed by the duly 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/agreement passed/reached by the consortium on.....20...

Mr/Mrs/Miss.....

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

(Name of Consortium).....

IN HIS/HER CAPACITY AS:.....

SIGNATURE:..... DATE:.....
(PRINT NAME)

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

³ 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.

APPENDIX A : BID PROFOMA

KZN DEPARTMENT OF HEALTH: WIMS 062715: THE APPOINTMENT OF A MULTI-DISCIPLINARY TEAM WITH A STRUCTURAL ENGINEER AS THE PRINCIPAL AGENT TO PROVIDE A MULTI-DISCIPLINARY TEAM COMPRISING OF AN QS SERVICES FOR WENTWORTH EMS: CONSTRUCTION OF NEW ROOF TO ADDRESS STORM DAMAGE.

General Notes –

- For fee based appointment allow an additional time based work carried out up to a maximum of 50 hours, by written prior approval of the Department Project Leader.
- For percentage-based appointment – Consultants are requested to complete Table 1 of Appendix A.
- Preference Points and Percentage discount offered take precedence over any additional detailed fee calculations submitted, where there is any ambiguity
- Disbursements as published in the monthly National Department of Public Works “Rates for Reimbursable Expenses” shall be used as a guideline. Discount can also be offered in this regard, but maximum rate applicable shall be for vehicles up to 2150cc (latest published)

Allow additional 75 Hours for the appointment of an Architect if and when it is required

PROFESSIONAL STRUCTURAL ENGINEER FEES CALCULATION

ECSA Gazette no. 52691

Estimated Value : Structural Works	R 2 000 000,00
Primary Fee	R 178 500,00
Secondary Fee	R 161 500,00
Total Fees	R 340 000,00
Architect Principal 3,75hrs @ R2282/hr	R 8 557,50
Architect Professional 31.25hrs @ R1668/hr	R 52 125,00
Architect Technician 40hrs @ R1396/hr	R 55 840,00
	R 116 522,50

APPORTIONMENT OF FEES

Stages	Apportionment (%)	Applicable (%)	Fees
Stage 1 : Inception1	5%	0%	R 0,00
Stage 2 : Concept & Vaibility	20%	100%	
Stage 3 : Design Document	30%	100%	
Stage 4 : Documentation & Procurement	15%	100%	
Stage 5: Construction	25%	100%	
Stage 6 Closeout	5%	100%	
Sub-Total 1			
Add Disbursement @ 5%			
Sub-Total 2			
Less Discount Offered @ %			
Architectural Disbursement to Structural			R 116 522,50
Sub-Total 3			
VAT @ 15%			
Total fees carried to Summary			

APPENDIX A : BID PROFOMA

KZN DEPARTMENT OF HEALTH: WIMS 062715: THE APPOINTMENT OF A MULTI-DISCIPLINARY TEAM WITH A STRUCTURAL ENGINEER AS THE PRINCIPAL AGENT TO PROVIDE A MULTI-DISCIPLINARY TEAM COMPRISING OF AN QS SERVICES FOR WENTWORTH EMS: CONSTRUCTION OF NEW ROOF TO ADDRESS STORM DAMAGE.

General Notes –

- For fee based appointment allow an additional time based work carried out up to a maximum of 50 hours, by written prior approval of the Department Project Leader.
- For percentage-based appointment – Consultants are requested to complete Table 1 of Appendix A.
- Preference Points and Percentage discount offered take precedence over any additional detailed fee calculations submitted, where there is any ambiguity
- Disbursements as published in the monthly National Department of Public Works “Rates for Reimbursable Expenses” shall be used as a guideline. Discount can also be offered in this regard, but maximum rate applicable shall be for vehicles up to 2150cc (latest published)
- Fee Calculation is Based on SACQSP Board Notice 741 Of 2025.

PROFESSIONAL QS FEES CALCULATION

Estimate Project Cost (excl) VAT	R 6 000 000,00	
	Primary Fee	R 540 500,00
	Marginal Fee	R 219 000,00
0% of R 6 000 000 (bal over 8 000 000)	Total Fees	R 759 500,00
	Principal Agent	0% R 0,00
	Alteration Factor	0% R 0,00
	Alteration Fees	R 0,00
		R 759 500,00

APPORTIONMENT OF FEES

Stages	Apportionment (%)	Reduction(%)	Fees
Stage 1 : Inception1	5%	0%	R 0,00
Stage 2 : Concept & Vaibility	10%	100%	
Stage 3 : Design Document	15%	100%	
Stage 4 : Documentation & Procurement	40%	100%	
Stage 5: Construction	25%	100%	
Stage 6 Closeout	5%	100%	
Sub-Total 1			
Add Disbursement @_5_ %			
Sub-Total 2			
Less Discount Offered @___ %			
Sub-Total 3			
VAT @ 15%			
Total fees carried to Summary			

SUMMARY OF PROFESSIONAL FEES

THE APPOINTMENT OF A MULTI-DISCIPLINARY TEAM WITH A STRUCTURAL ENGINEER AS THE PRINCIPAL AGENT TO PROVIDE A MULTI-DISCIPLINARY TEAM COMPRISING OF AN QS SERVICES FOR WENTWORTH EMS: CONSTRUCTION OF NEW ROOF TO ADDRESS STORM DAMAGE.

WENTWORTH EMS	
DISCIPLINE	FEES OFFERED
STRUCTURAL ENGINEERING	R
QUANTITY SURVEYING	R
TOTAL	R
TOTAL CARRIED OVER TO FORM OF OFFER (SECTION F)	R

APPENDIX B – RETURNABLE DOCUMENTS

CHECKLIST OF RETURNABLE DOCUMENTS			
Item No.	Required Document	Tick	
		Y	N
1.	Central Supplier Database Registration with National Treasury (Unique Reference Number & Supplier Number)		
2.	Proof of Registration with Council (Attach Letter of Good standing with the relevant council if applicable dated during the year of Quotation) (to be labelled as E2)		
3.	Proof of Registration with Companies and Intellectual Property Commission (CIPC) (printout not older than 1 month) (to be labelled as E3)		
4.	Declaration of interest by Consultant – SBD 4		
5.	Proof of Residential Address (Municipality Rates Bills, Telephone Bill, or current lease agreement letter from Ward councillor or affidavit from Commissioner of oaths, if office is in an area where rates are not paid) (to be labelled as E4)		
6.	Quotation from the Consultant (Attach Appendix A – Stamped and dated)		
7.	Documentary Proof Required: EME or QSE Original Sworn Affidavit signed and dated by Commissioner of Oaths or certified copy if claiming preference points under identified Specific Goals: Original affidavit or certified copy. Promotion of enterprise located within eThekweni Municipality 1. Proof of Municipal Account depicting Physical Address of the business (not older than 3 months) or 2. Lease Agreement or 3. Letter from Ward Councilor (not later than 3 months)		

APPENDIX C – CONTRACT DATA

C1.2 Contract Data

C1.2.1 Standard Professional Services Contract

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

C1.2.2 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.
1	The Employer is the Department of Public Works and Infrastructure .
1	The Period of Performance is from inception of this Contract until the Service Provider has completed all Deliverables in accordance with the Scope of Services.
1	The Project is to the provision of Standard Professional Services for the Project.
3.4 and 4.3.2	The authorised and designated representative of the Employer is the departmental project manager, details of whom are as indicated in T1.1 Notice and Invitation to Tender under item T1.1.4.
3.4.1	Communication by e-mail is not permitted.
3.5	The Services shall be executed in the Service Provider's own office and on the Project site. No portion of the work may be performed by a person employed by the State. No portion of the work may be sublet to any other person or persons without the prior written approval of the Employer.
3.6	Omit the following: “... within two (2) years of completion of the Service ...”.
3.11.1	Period of Performance shall be sub dividable in separate target dates according to the programme to be submitted in terms of clause 5.13 hereof. A Penalty amount of R500 per day will be applicable per target date, to a maximum equal to R15 000, after which the contract may be terminated.
3.14	<u>For fees stipulated as “value based” in C2.1 Pricing Instructions, C2.1.1.1:</u> Programme: A programme for the performance of the Service shall be submitted by the Service Provider, identified as the principal agent, to the departmental project manager, within a period of two (2) weeks following the briefing meeting. The programme will be the result of the co-ordination of all appointed Service Providers' inputs and shall be in sufficient detail describing key milestones, events and activities linked to the fastest realistic timeframes in which the Service can be delivered. Milestones and events are to be listed based on the Scope of Services described of the various appointed Service Providers' tender documents and presented in bar chart format. No milestones may, at the co-ordination

	stage, be extended beyond the timeframes outlined in Project Programme without acceptable reasons. The programme thus compiled and presented by the principal agent must be counter-signed by all appointed Service Providers as proof that the programme was agreed upon by all during the said co-ordination action. The Employer retains the right to negotiate such submitted programme with the principal agent in consultation with the appointed Service Providers, if required, to promote the interest of the project. <u>For fees stipulated as “time based” Pricing Instructions:</u> <u>Project Execution Plan (PEP):</u> A PEP for the performance of the Service shall be submitted by the Service Provider, to the departmental project manager, within a period of two (2) weeks following the briefing meeting. In the event of the Employer not being satisfied with the submitted PEP, the Parties will negotiate in good faith towards a PEP that will be agreeable to both. Such an agreed-upon PEP will form the basis for the management of the appointment and remuneration purposes. Should circumstance change from the initial briefing, the Service Provider and the Employer will negotiate a revised PEP to satisfy such change(s). Should the Parties fail to reach agreement on the PEP or revised PEP, the matter will be dealt with in terms of the General Conditions of Contract. Should the mediation process fail, the Contract will be deemed to have been mutually terminated and any reasonable fees accrued at that stage settled by the Employer.
4.1.1	Briefing meeting: The departmental project manager shall arrange a briefing meeting, compulsory for all appointed Service Providers, as soon as practicable after the appointment of the professional team as referred to in C3.5.1 Service Providers, or after the appointment of the core members of the professional team required to commence with the Services if not appointed at the same time, during which meeting the departmental project manager, together with any supporting advisors, will verbally brief the professional team comprehensively regarding the requirements of the project and the Scope of Services and hand over, to the Service Providers, all documentation relevant to the execution of the Service.
4.4	A list of others providing Services on this Project will be provided by the Project Leader.
5.4.1	Minimum professional insurance cover of R3 million, with the first amount payable not exceeding 5% of the value of indemnity, and/or personal liability – all as more comprehensively described as provided by the Service Provider and in respect of which the Service Provider must provide data as required.
5.5	The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions: 1. Travelling for which payment will be claimed. Travelling and subsistence arrangements and tariffs of charges; 2. Deviate from the final programme as per the programme above; 3. Deviate from the programme (delayed or earlier); 4. Deviate from or change the Scope of Services; 5. Change Key Personnel on the Service.
8.1	The Service Provider is to commence the performance of the Services immediately after the Contract becomes effective and execution to be as per the Programme, Scope of Services and Brief.
8.4.3 (c)	The period of suspension is not to exceed two (2) years.
9.1	Copyright of documents prepared for the Project shall be vested with the Employer.
12.1.2	Interim settlement of disputes is to be by mediation.
12.2.1	In the event that the Parties fail to agree on a mediator, the mediator is to be nominated by the president of the Association of Arbitrators (Southern Africa).
12.2.4 /	Final settlement is by litigation.

12.3.4	
13.1.3	All partners in a joint venture or consortium shall carry the same professional indemnity insurance as per the General Conditions of Contract.
13.4	Neither the Employer nor the Service Provider is liable for any loss or damage resulting from any occurrence unless a claim is formally made within 5 years from the date of termination or completion of the Contract.
13.5	The amount of compensation is unlimited.
14.4	In the first sentence, change "... period of twenty four months after ..." to "... period of thirty six months after ...".
15	In respect of any amount owed by the Service Provider to the Employer, the Service Provider shall pay the Employer interest at the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act no1 of 1999).

C1.2.3 Data provided by the Service Provider

Clause	
	Each item of data given below is cross-referenced to the clause in the General Conditions of Contract to which it mainly applies.
1	The Service Provider is the company, close corporation, natural person or partnership named in the Form of Offer and Acceptance by the tendering Service Provider.
5.3	The authorised and designated representative of the Service Provider is the person named in the resolution by the tendering Service Provider.
5.4.1	<u>Indemnification of the Employer</u> I, the undersigned, being duly authorized by the Service Provider, in terms of the completed resolution (Name of authorized person) hereby confirm that the Service Provider known as: (Legal name of entity tendering herein) tendering on the project: (Name of project as per C1.1 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 *exceptionis non causa debiti, non numeratae pecuniae* and *excussionis* 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:

CAPACITY:

SIGNATURE:

7.1.2

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 / functions in relation to the Services are:

Name	Principal and/or employed professional(s)	Specific duties
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

7.2

A Personnel Schedule is not required.

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

APPLYING THE CIDB SKILLS STANDARD IN CONSTRUCTION PROJECTS (PROFESSIONAL SERVICES)

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

Provide workplace Training Opportunities Relevant to Professional Service Contracts

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

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

APPLICATION OF THE SKILLS STANDARD

Professional services contracts: > R 5m and 12 months duration or longer

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

E.g. R5 million contract value

5 X 150 hours

= 750 hours

Therefore PSP must employ a person using method 3 or 4 for a minimum period of 750hrs.

For more details: Refer to CIDB guide lines

C2: APPENDIX D: PRICING DATA

C2.1 Pricing Instructions

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

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

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

C2.1.1.2 Tenderers are to tender:

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

or

The different rates for the different categories in the Activity Schedule for Time Based Fees, column (c) (in the event of the basis for remuneration being indicated above as a "time based" fee)

all as set out below.

C2.1.2 Remuneration for Professional Service Providers

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

- **In the event of the basis for remuneration being a "value based" fee, of the normal fees tendered** plus Value Added Tax, all according to the provisions

or

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

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

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

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

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

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

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

C2.1.2.7 For all Services provided on a time basis, time sheets giving full particulars of the work, date of execution and time duration, should be submitted with each fee account.

C2.1.2.8 Payments to the Service Provider will be made electronically according to the banking details furnished by the Service Provider. Any change in such banking details must be communicated to the departmental project manager timeously. Fee accounts, correct in all respects, will be deemed submitted when received by the Employer and settled when electronically processed by the Employer. The Employer reserves the right to dispute the whole account, any item or part of an item at any time and will deal with such case in terms of the General Conditions of Contract.

C2.1.2.9 Accounts for Services rendered may be submitted on the successful completion of each stage of work. Interim accounts will only be considered during the construction stage of the works and then not more frequently than quarterly except if otherwise agreed between the authorised and designated representative of the Service Provider and the Employer. Payment of accounts rendered will be subject to the checking thereof by the departmental project manager. The Employer reserves the right to amend the amounts claimed in order to conform to the rates stipulated in this Contract and make payment on the basis of the balance of the account in accordance with the General Conditions of Contract.

C2.1.3 Value based fees

C2.1.3.1 Fees for work done under a value based fee
Where value based fees are payable (if basis of remuneration has been set at "value basis"), the Service Provider will be remunerated for Services rendered, subject to the provisions above and subject to the specific terms and conditions stated below and elsewhere in this document. This tariff of fees will be payable for the full Period of Performance.

C2.1.3.2 Normal services
The fee for normal services shall be based on the fee provided.

Where the Service Provider is required to perform a portion of the normal services only, the relevant portion of the fee shall be paid.

C2.1.3.3 Interim payments to the Service Provider
For the purposes of ascertaining the interim payments due, the cost of the works, which shall exclude any provisional allowances made to cover contingencies and escalation, shall be:

- the applicable portion of the net amount of the accepted tender, or
- if no tender is accepted, the net amount of the applicable portion of the lowest suitable tender, unless acceptable motivation can be provided to prove that such amount is unreasonable, or
- if the contract is awarded by negotiation the negotiated price, or
- if no tenders are invited or if no suitable tenders are received or if no negotiation is concluded, the estimate. The estimate shall be the one accepted by the Employer as representing the value of the works, which for purposes of interim payments will be deemed to be 80% of the engineers estimate or if appointed, 80% of the quantity surveyors estimate.

C2.1.3.4 Fees for documentation for work covered by a provisional sum
Where a provisional sum is included in the bills of quantities for work to be documented at a later stage, the documentation fee in respect of such work shall be remunerated at the time when the documentation has been completed. The fee shall relate to the type of documentation drawn in respect of each section of such work.

C2.1.3.5 Time charges for work done under a value based fee
Where time charges are payable according to the rates set out below, will be applicable.

C2.1.3.5.1 Time charges are reimbursable at rates applicable at the time of the actual execution of the specific service. The "Rates for Reimbursable Expenses" as amended from time to time and referred to below, is obtainable on the Employer's Website: <http://www.publicworks.gov.za/> under "Documents"; "Consultants Guidelines"; item 1.

C2.1.3.5.2 The scale of fees on time charges, on which Value Added Tax is excluded, shall be at the following rates per hour, rounded off to the nearest rand: (see Table 8 of "Rates for Reimbursable Expenses" for the actual amounts calculated in accordance with to the principles laid down below):

- (i) registered professional principals*: 18,75 cents for each R100,00 of the total annual remuneration package attached to the lowest notch of a level 13 salary range (Director) in the Public Service;
- (ii) registered professionals*: 17,5 cents for each R100,00 of the total annual remuneration package attached to the lowest notch of a level 12 salary range (Deputy Director second leg) in the Public Service;
- (iii) registered technicians**: 16,5 cents for each R100,00 of his/her **gross annual remuneration**; provided that this hourly rate shall not exceed 16,5 cents for each R100,00 of the total annual remuneration package attached to the lowest notch of a level 11 salary range (Deputy Director first leg) in the Public Service.

*(includes professional architects, professional quantity surveyors, professional engineers, professional technologists [engineering], professional planners and professional construction project managers)

** (includes professional technicians [engineering] professional senior technologists [architectural], principal technologists [architectural] and technical planner).

Hourly rates calculated in terms of (i), (ii) and (iii) above shall be deemed to include overheads and charges in respect of time expended by clerical Personnel which shall, therefore, not be chargeable separately.

C2.1.3.5.3 Unless otherwise specifically agreed in writing, remuneration for the time expended by principals in (i) above on a project shall be limited to 5 per cent of the total time expended for time charges in respect of the Project. Any time expended by principals in excess of the 5 per cent limit shall be remunerated at the rates determined in (ii) or (iii) above.

C2.1.3.5.4 Notwithstanding the above, where work is of such a nature that Personnel as described in C2.1.3.5.2 (iii) above are capable of performing such work, it shall be remunerated at that level and not at the rates described in (i) and (ii) above, irrespective of who in fact executed the work.

C2.1.3.5.5 Gross annual remuneration in C2.1.3.5.2 (iii) above shall mean basic salary and guaranteed annual bonus; fringe benefits not included in basic salary; income benefit, as determined from time to time by the South African Revenue Services for income tax purposes, for the private use of a motor vehicle by the employer; employer's contribution to pension/provident fund, medical aid and group life assurance premiums; Compensation Fund and Unemployment Fund contributions, Metropolitan Council levies and any other statutory contributions or levies; all other costs and benefits as per conditions of appointment but excluding any share of profit and payment for overtime.

C2.1.3.5.6 The salaries referred to in C2.1.3.5.2 (i) to (iii) above can change from time to time, which will, therefore, change the rates applicable. These rates will, however, only be adjusted on the first day of each calendar year irrespective of any changes in salary ranges during the relevant year. The rates applicable at the time of the execution of the work as set out in Table 8 of the "Rates for Reimbursable Expenses", as amended from time to time, may be claimed.

C2.1.3.6 Additional Services

C2.1.3.6.1 Additional Services pertaining to all Stages of the Project
Unless separately provided for hereunder and scheduled in the Activity Schedule, no separate payment shall be made for the additional services. The cost of providing these services shall be deemed to be included in the value based fee tendered for normal services.

C2.1.3.6.2 Construction monitoring

The construction monitoring requirements are as specified.

(a) If Level One, part time, monitoring has been specified then no separate payment shall be made for construction monitoring staff or for the transport of the monitoring staff. The cost of providing construction monitoring staff and transport shall be deemed to be included in the value based fee tendered for normal services.

(b) If Level Two, full time, monitoring has been specified then provision shall be made in the Activity Schedule for the envisaged site staffing requirements as specified. The unit of measure shall be the rate per calendar month (pro rata for part of a month). Payment shall only be applicable for the period actually established on site and shall in no instance be prior to the date of official handover of the Works to the Contractor or after the date of issue of the Certificate of Completion for the Works contract. The rates tendered for the relevant site staff shall include full compensation for all costs including, inter alia, the following:

- Salary
- Additional allowances
- Bonuses
- Leave and sick leave
- All company contributions such as provident fund, group life benefits, medical aid etc.
- Levies
- Office equipment
- Relocation cost and accommodation
- Travelling
- Handling cost and profit.

Payment for personnel shall exclude any periods of leave or sick leave. Time sheets for staff shall be included in the monthly fee account submitted to the Employer for payment. Replacement of staff as a result of any extended period of leave or sick leave outside of the normal contractor's year end break shall be to the approval of the Employer.

No separate payment shall be made for the transport of the construction monitoring staff and the cost of the transport shall be deemed to be included in the monthly rate tendered for the provision of the staff.

C2.1.3.6.3 Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)

No separate payment shall be made for the service specified. The cost of providing this service shall be deemed to be included in the value based fee tendered for normal services.

C2.1.3.6.4 Quality Assurance System

No separate payment shall be made for the implementation of a quality management system as specified. The cost of providing this service shall be deemed to be included in the value based fee tendered for normal services.

C2.1.3.6.5 Lead Consulting Engineer

No separate payment shall be made for assuming the leadership of an Employer specified joint venture, consortium or team of consulting engineers as specified. The cost of providing this service shall be deemed to be included in the value based fee tendered for normal services.

C2.1.3.6.6 Principal Agent of the Client

No separate payment shall be made for assuming the role of principle agent of the Employer if specified. The cost of providing this service shall be deemed to be included in the value based fee tendered for normal services.

C2.1.3.6.7 Environmental Impact Assessment

No separate payment shall be made for the service specified. The cost of providing this service shall be deemed to be included in the value based fee tendered for normal services.

C2.1.3.6.8 Other unspecified services

The Employer may order duties that fall outside the scope of the project as tendered. Such additional duties may involve, but not limited to:

- Additional design requirements
- Evaluation of alternative tenders
- Additional investigations during the Defects and Liability Period
- Diverse other services

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

C2.1.4 Time based fees

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

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

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

C2.1.5 Set off

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

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

C2.1.6.1 Reimbursable rates

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

C2.1.6.2 Typing and duplicating

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

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

Typing and duplicating expenses shall only be refunded in respect of the final copies of the following documents namely formal reports, formal soil investigation reports, specifications, feasibility reports, bills of quantities, material lists, minutes of site meetings and final accounts. The cost of printed hard covers shall only be paid in respect of documents which will be made available to the public such as bills of quantities and specifications or where provision of hard covers is specifically approved.

The typing of correspondence, appendices and covering letters are deemed to be included in the value based fees and time based fees paid.

C2.1.6.3 Drawing duplication

- (a) For drawing duplication the standard rate as set out in Table 2 in the "Rates for Reimbursable Expenses" may be claimed **or** may be claimed according to the provisions as in (b) or (c) below.
- (b) If the Service Provider undertakes the duplication of drawings, using his own duplication equipment, he shall be paid the actual cost incurred on condition that it is not higher than the lowest of three quotations of local firms doing drawing duplication in his locality. Such quotations must accompany his account.
- (c) If the Service Provider does not undertake his own drawing duplication, he shall be paid the lowest of three quotations of local firms doing plan printing in his locality. Such quotations must accompany his account.
- (d) Should there not be three firms doing drawing duplication in his locality, it must be mentioned on his account and the available quotation(s) must then accompany the account.

(The cost of providing all polyester negative prints required to form part of the original set of drawings, as-built drawings including computer assisted drawing records for all facets/disciplines involved in the project are included in the tendered fees and will not be reimbursed separately.)

C2.1.6.4 Forwarding charges

- (a) Only the charges in respect of the forwarding of parcels by courier or air freight on special request by the Employer will be refunded, provided that such charges will not be refunded if the request had been made as a result of a delay caused by the Service Provider.
- (b) The cost of postage, facsimile transmissions, telephone calls, e-mails, etc, is deemed to be included in the value based fees and time based fees paid.

C2.1.7 Travelling and subsistence arrangements and tariffs of charges

Notwithstanding the ruling in C2.1.2.4 above (regarding disbursements and travelling expenses which will not be paid separately), when the Service Provider is requested in writing by or obtained prior approval in writing from the Employer to attend specific meetings at any of the Employer's offices or any extraordinary meetings on site or elsewhere, he will be remunerated according to the provisions under C2.1.7.1 to C2.1.7.5 herein.

C2.1.7.1 General

The most economical mode of transport is to be used taking into account the cost of transport, subsistence and time. Accounts not rendered in accordance herewith may be reduced to an amount determined by the Employer.

As the tariffs referred to hereunder are adjusted from time to time, accounts must be calculated at the tariff applicable at the time of the expenditure.

Where journeys and resultant costs are in the Employer's opinion related to a Service Provider's malperformance or failure, in terms of this Contract, to properly document or co-ordinate the work or to manage the Contract, no claims for such costs will be considered.

C2.1.7.2 Travelling time

Fees for travelling time are as set out in Table 8 in the "Rates for Reimbursable Expenses".

Fees are payable for travelling time at the tariff, as set less 2 hours of each journey on time charges for work done under a value based fee. Travelling time will be fully reimbursed.

C2.1.7.3 Travelling costs

Fees for travelling costs are as set out in Table 3 in the "Rates for Reimbursable Expenses".

Travelling costs will be refunded for the full distance covered per return trip measured from the office of the Service Provider appointed.

Compensation for the use of private motor transport will be in accordance with the Government tariff for the relevant engine swept volume, up to a maximum of 2100 cubic centimetres, prescribed from time to time and as set out in Table 3 in the "Rates for Reimbursable Expenses".

C2.1.7.4 Hired vehicles

In cases where use is made of hired vehicles, the most economical sized vehicle available is to be used but compensation shall nevertheless be restricted to the cost of a hired car not exceeding a capacity of 1600 cc. Where use of a special vehicle is essential (e.g. four track or minibus to accommodate more people), prior approval in writing must be obtained from the departmental project manager.

C2.1.7.5 Subsistence allowance

The subsistence allowances are as set out in Tables 4 and 5 in the "Rates for Reimbursable Expenses".

Only actual costs are payable in respect of absence from office of less than 24 hours.

Should the daily tariff as set out in Table 4 be inadequate, substantiated actual costs plus a special daily allowance as shown in Table 5 for incidental expenses, may be claimed. It must be noted that claims may only be according to Table 4 or Table 5. Accommodation should be limited to the equivalent of a three star hotel and no alcoholic beverages or entertainment costs may be claimed for.

C2.2 Activity Schedule

C2.2.1 Activities

C2.2.1.1 The services as defined in the Scope of Services are required. The activity schedule below lists the normal services as defined in the Government Gazetted as well as additional services as defined in the Scope of Services, of this document.

C2.2.1.2 The estimated normal fees have been calculated using the Government Gazetted Tariffs - by applying the applicable fee scale given for a building project, to determine the basic fee and by multiplying the basic fee by the applicable multiplication factor given respectively.

No allowance has been made in the estimated normal fees for the additional services that have been specified to be included in the normal fees. The tenderer shall make provision for the cost of the additional services that are to be included under normal services by adjusting the percentage tendered.

C2.2.1.3 The services are to be provided in stages and the proportioning of the fee for normal services over the various stages shall be as set out in the Government Gazetted Tariffs

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

APPENDIX E – PROFORMA FOR TRACEABLE REFERENCE LETTERS

Referee Full Name:

Project Role (indicate) or Project Client:

Contact No./s: (1)

(2)

(3)

Email Address:

Other Contact Details:

WIMS No. & Bid Description:

Has the project been completed? ☐ YES

☐ NO

_____ % complete (if NO)

Provide a brief description of the project below:

Describe the service and nature or work the bidder provided to you below:

Criteria / Risks

(mark with an X)

	BELOW expectations	MEETS expectations	EXCEEDS expectations
Professionalism – did the service provider always behave in a professional manner, while fulfilling their duties and providing the relevant service/s?			
Delivery of services – was the service delivered timeously? Are services currently being delivered timeously?			
Delivery of services – was/is the service delivered/being delivered satisfactorily to the specifications of the project?			
Sourcing– did/has the service provider source/d all required materials, equipment, and resources to ensure timeous delivery of the project?			
Knowledge – did/does the service provider show satisfactory understanding of the project?			
Dealing with challenges – when challenges arouse was the service provider able to satisfactorily address these challenges?			

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

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