



# KWAZULU-NATAL PROVINCE

**PUBLIC WORKS**  
REPUBLIC OF SOUTH AFRICA

**WIMS NUMBER : 059789**

**TENDER NO ZNTM : 01182W**

**DESCRIPTION OF SERVICE: THE APPOINTMENT OF A PROFESSIONAL CONSTRUCTION HEALTH AND SAFETY AGENT (Pr. CHSA) FOR STAGE 5 AND 6 FOR THE KZN DEPARTMENT OF TRANSPORT: URGENT REPAIRS TO ROOF LEAKS AT EXECUTIVE BLOCK, BLOCK C AND ENCLOSING OF EXISTING BALCONIES**

DEPARTMENT OF PUBLIC WORKS  
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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**SECTION A**

PART A

**INVITATION TO BID**

**DESCRIPTION:** THE APPOINTMENT OF A PROFESSIONAL CONSTRUCTION HEALTH AND SAFETY AGENT (Pr. CHSA) FOR STAGE 5 AND 6 FOR THE KZN DEPARTMENT OF TRANSPORT: URGENT REPAIRS TO ROOF LEAKS AT EXECUTIVE BLOCK, BLOCK C AND ENCLOSING OF EXISTING BALCONIES:

**WIMS NUMBER: 059789**

**CLOSING DATE: 07 April 2026**

**CLOSINGTIME: 11H00AM**

**BID DOCUMENT AMOUNT: R0.00**

**COMPULSORY BRIEFING SESSION: NO**

**DATE: : N/A**

**TIME: :**

**LOCATION:**

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

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BID DOCUMENTS MAY BE POSTED TO  
KZN DEPARTMENT OF PUBLIC WORKS  
SOUTHERN REGIONAL OFFICE  
10 PRINCE ALFRED STREET EXTENSION  
PRIVATE BAG X 9153  
PIERTERMARITZBURG  
3200

**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)

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, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

**TENDERERS TO NOTE:**

1. The Department reserves the right not to award the lowest bidder.
2. In addition, the Department may conduct a detailed risk assessment prior to the award of the bid.
3. The bid document can be downloaded from the e-Tender Portal at no cost. However, should any bidder require a printed/hard copy of the bid document, a non-refundable payment must be made before the collection of the bid document, as per the banking details indicated below. Proof of payment must be produced upon collection of the bid document.
4. Late submissions will not be accepted.
5. Faxed or e-mailed bids are not accepted.
6. Only Bidders registered within the applicable professional council and Central Suppliers Database will be eligible to submit bids.
7. The Preference points system applicable for this bid is 80/20, where 20 points of specific goals will be allocated as follows:
  - Promotion of enterprise located in a specific Municipal area (uMgungundlovu District Municipality) for work to be done or services to be rendered: - 20 points

**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  
CODE.....NUMBER.....

E-MAIL ADDRESS .....

VAT REGISTRATION NUMBER .....

SIGNATURE OF BIDDER .....

DATE .....

CAPACITY UNDER WHICH THIS BID IS  
SIGNED.....

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

Department : KZN - Department of Public Works  
 Contact Person : Mr S.S Buthelezi or Miss N Zulu  
 Tel : 033 -897 1300/ 1442/ 1414

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

Contact Person : S. Khumalo/ M. Zulu  
 Tel : 066 309 0616/ 066 329 5580  
 E-mail address : [musa.khumalo@kznworks.gov.za/](mailto:musa.khumalo@kznworks.gov.za) [Mhlonipheni.zulu@kznworks.gov.za](mailto:Mhlonipheni.zulu@kznworks.gov.za)

**SECTION A  
PART B  
SBD1  
INVITATION TO QUOTATION**

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE KZN DEPARTMENT OF HEALTH NORTHDALE HOSPITAL HVAC SYSTEM RENEWAL PROJECT**

<b>BID NUMBER:</b>	<b>ZNTM01182W</b>	<b>CLOSING DATE:</b>	<b>Closing time</b>	<b>11h00</b>
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<b>DESCRIPTION</b>	<b>THE APPOINTMENT OF A PROFESSIONAL CONSTRUCTION HEALTH AND SAFETY AGENT (Pr. CHSA) FOR STAGE 5 AND 6 FOR THE KZN DEPARTMENT OF TRANSPORT: URGENT REPAIRS TO ROOF LEAKS AT EXECUTIVE BLOCK, BLOCK C AND ENCLOSING OF EXISTING BALCONIES:</b>
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**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7 when need arise).**

**SUPPLIER INFORMATION**

NAME OF BIDDER	
----------------	--

POSTAL ADDRESS	
----------------	--

STREET ADDRESS	
----------------	--

TELEPHONE NUMBER	CODE		NUMBER	
------------------	------	--	--------	--

CELLPHONE NUMBER	
------------------	--

FACSIMILE NUMBER	CODE		NUMBER	
------------------	------	--	--------	--

E-MAIL ADDRESS	
----------------	--

VAT REGISTRATION NUMBER	
-------------------------	--

	TCS PIN:		<b>AND</b>	CSD No:	
--	----------	--	------------	---------	--

B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No
--	---	-------------------------------------	---

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?	
--	--

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)
	<input type="checkbox"/>	A REGISTERED AUDITOR NAME:

**[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]**

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES ANSWER PART B:3]
---	---	--	---

			BELOW ]
SIGNATURE OF BIDDER .....		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)	
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
DEPARTMENT/ ENTITY	PUBLIC Public Works	CONTACT PERSON	
CONTACT PERSON		TELEPHONE NUMBER	
TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS			

**SBD1**

**TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>	
1.1	<b>BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</b>
1.2	<b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>
1.3	<b>THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</b>
1.4	<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
2.1	<b>BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</b>
2.2	<b>BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER’S PROFILE AND TAX STATUS.</b>
2.3	<b>APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</b>
2.4	<b>BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</b>
2.5	<b>IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</b>
2.6	<b>WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</b>
2.7	<b>NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.”</b>

**NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

**SIGNATURE OF BIDDER:**

.....

**CAPACITY UNDER WHICH THIS BID IS SIGNED:**

.....

**(Proof of authority must be submitted e.g. company resolution)**

**DATE:**

.....

**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](http://www.csd.gov.za)
- 3 Once the supplier information has been verified with external data sources by National Treasury a unique supplier number and security code will be allocated and communicated to the supplier. Suppliers will be required to keep their data updated regularly and should confirm at least once a year that their data is still current and updated.
- 4 Suppliers 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

### REGISTRATION ON THE PROFESSIONAL COUNCIL

*(Professional Council Certificate of the Director/ Member/ employee of the Company to be attached as part of evaluation processes)*

1. It is the requirements either director of the company/ member of the company is registered under relevant Professional Council in order to qualify for this service.
2. Attached copy of certificate and letter of good standing as proof of registration in the Council.

---

**Professional Registration Number**  
**(Director/ Member/ Employee)**

**SECTION F**

**BIDDER'S 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 a controlling interest<sup>1</sup> 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:

.....  
.....

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**

<sup>1</sup> 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.

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 consortium<sup>2</sup> 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.
- 3.5 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.
- 3.6 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

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

**SECTION G**  
**FORM OF OFFER AND ACCEPTANCE**

**Offer**

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

**SERVICE DESCRIPTION: ZNTM01182W THE APPOINTMENT OF A PROFESSIONAL CONSTRUCTION HEALTH AND SAFETY AGENT (PR. CHSA) FOR STAGE 5 AND 6 FOR THE KZN DEPARTMENT OF TRANSPORT: URGENT REPAIRS TO ROOF LEAKS AT EXECUTIVE BLOCK, BLOCK C AND ENCLOSING OF EXISTING BALCONIES:**

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)

**IN WORDS:**.....

..... **Rand**

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: ..... .....	<b>Note:</b> <b>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.</b>
---	---

**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

<b>Name of Organisation:</b>	Department of Public Works
<b>Address of organisation:</b>	

**Witnessed by:**

Name of witness	Signature	Date

## SECTION H

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

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

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

## 1. GENERAL CONDITIONS

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

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

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

*(delete whichever is not applicable for this tender).*

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

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

**2. DEFINITIONS**

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

**3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES**

**3.1. POINTS AWARDED FOR PRICE**

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

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

<b>80/20</b>	or	<b>90/10</b>	
$Ps = 80 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)$	or	$Ps = 90 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)$	

Where

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



**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 (Refer in DPW Preferential Procurement Policy 2023	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of Points allocated (90/10 system) (To be completed by the Organ of State)
Promotion of enterprise located in a specific municipal area (uMgungundlovu District Municipality ) for work to be done or services to be rendered. Documentary proof required: <ul style="list-style-type: none"> <li>• Proof of Municipal Account depicting Physical Address of the business (not older than 3 months) OR</li> <li>• Lease Agreement signed by both parties. OR</li> <li>• Original letter from the ward councilor</li> </ul>	20	

**DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM [Tick applicable box]

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

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

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

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

## SECTION I

### 1. BACKGROUND

**INKOSI MHLABUNZIMA EXECUTIVE BLOCK** located in uMgungundlovu District in uMsunduzi local Municipality in KZN. The site is at 172 Burger Street - Offices-Transport-Head Office

#### PURPOSE

The department invites bids from registered Construction Safety Agents with the relevant qualifications and experience to provide the above stipulated services from stage 5 (Construction) to stage 6 (Project closeout ) as per FIDPM.

#### The outcome of the project is as follows:

To repair all roof leaks & in affected areas of Executive Block, Block C and Enclosing of Existing Balconies for increasing office space & better use of the offices for DoT within uMsunduzi Local Municipality.

### 2. SCOPE OF WORK

The Scope of work for the above-mentioned project is as follows:

#### 2.1 EXECUTIVE BLOCK

- Executive block roof is critical and a priority, Roof is leaking. Some internal ceilings water damage must be replaced.
- External veranda ceiling is water and possibly hailstorm damaged. The entire ceiling including the support members must be replaced.
- Ceiling Brick panels deco is falling in balcony. It is public safety risk and is priority.
- Fumigation of entire roof for bird lice from birds coming through damaged roof opening is required,
- Aluminium gutter seen through a hole in the veranda ceiling has a crack, possibly from hailstorm damage. The entire gutter might need replacement. Engineer will confirm.
- Floor drains in veranda partly blocked with trapped dirt. Requires to be flushed out/cleaned.
- Lighting detonation, new energy saving lighting required with occupancy sensors etc.
- Executive office toilets are ventilating internally and the odour comes through a hole in the FHR cabinet. Ventilation needs to be diverted to ventilate externally.
- Emergency exit/escape staircases are rusting. The Structural engineer will inspect.
- The Structural engineer will do an inspection of the roof.
- Repair or replacement of broken aluminium louvres and frame a new frame may be required to carry the louvre system
- Repair wall cracks along the staircase to the roof or any other found cracks if the cracks are superficial, they can repaired with proprietary grouts from SIKA or BASF etc. however if they are flexural or structural failures, then we need to replace them most preferably with a steel framed system which will have to be cladded to match the rest of the concrete flights.

## 2.2 BLOCK B

- Roof is damaged and rain water is damaging ceilings etc. in offices.
- Removing and replacing of asbestos roof is required.
- Replacing all ceilings is required.
- Replacing skirting and some wcs in toilets in required.
- There is a possibility of including removing and replacing asbestos roof of the existing parking lot.
- General internal painting of walls in required.

## 2.3 BLOCK C

- Enclosing of veranda in ground floor, 1st floor and third floor.
- Request to extend office space to the enclosed veranda.
- Ground floor - request to enclose veranda and partition into two offices. Partition between the offices must be drywall.
- Windows and doors between existing offices and veranda converted into offices must be closed up. There must be lighting (natural if possible) to reduce darkness on internal offices.
- Access to toilet facilities will be looked at according to NBR.
- Existing Air-conditioning outdoor unit will be repositioned, new offices will also be air-conditioned.
- Fire safety planning will be looked at according to NBR.
- New external walls between existing verandah face brick columns must be aluminium shopfronts, as per existing already done on the 2nd floor.
- General internal walls painting must be done.
- Damaged vacated open plan office - damaged by scaffolding that fell onto the roof- Manco Boardroom.
- Roof covering partly damaged.
- Roof structure partly damaged.
- Entire roof including waterproofing, insulation etc. to be replaced.
- Ceiling is damaged, with the possibility of electrical and mechanical installation damage.
- Ceiling panels spec might be changed depending on the availability of the existing.
- Wall timber panelling is partly damaged, with holes. It might be outdated and not possible to match. It will be removed.
- Wall finishes will be redone.
- Carpet floors damaged by water through the damaged roof. It will be replaced.
- Window blinds will be replaced.
- New lighting, power skirting etc.
- New mechanical works.
- Existing kitchenette, store room and passage serving the damaged open plan office must be looked at.
- Hydroboil and cold water tap must be installed in kitchenette.
- A separate scope must be done for this open plan office.
- Entire C Block roof covering, waterproofing, insulation and rainwater goods must be replaced.
- Functions hall renovations and repurposing into open plan office plan.

### 3. QUALIFICATIONS AND EXPERIENCE

The OHS Agent (Pr. CHSA) must provide the following documents:

- Summary/detailed curriculum vitae with references
- Qualifications and Proof of registration with relevant professional councils.

The services required for stages 5- 6 in the following order:

STAGE 5: Construction Documentation and Management

STAGE 6: Close-out

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

### 4. CONSTRUCTION HEALTH AND SAFETY AGENT

#### STAGE 5; CONSTRUCTION DOCUMENTATION AND MANAGEMENT

The management and administration of the construction contracts and processes, including the preparation and coordination of the necessary documentation to facilitate effective execution of the works Standard Services which entails, but not limited to:

- Assist with the preparation of a construction health and safety plan Confirm necessary documentation was submitted to the relevant authorities
- Permits to commence construction work
- Attend project planning meetings
- Assessments and approval of contractor(s) health and safety plans
- Attend the contractor's site handover
- Attend regular site, technical and progress meetings
- Facilitate site health and safety meetings
- Identification of the hazards and risks relevant to the construction project through regular coordinated site inspections
- Establish and maintain health and safety communication structures and systems, distribution of health and safety specific documents to sub-contractors
- Compiling project specific emergency response and preparedness plans
- Testing the effectiveness of the emergency response plans
- Conduct site safety inductions
- Evaluate the levels of compliance of subcontractors to the project specific health and safety plan and client specifications through inspections and audits
- Oversee the reporting and investigation of project related incidents
- Oversee the maintenance of all records
- Participation in management reviews of the health and safety systems
- Use of trends analysis to identify system deficiencies and incident trends, outline relevant improvements
- Incorporation of changes into a health and safety management system
- Review and update the health and safety plan
- Safety audits and reporting
- Development of technical reports in relation to health and safety issues and communicate through presentations to diverse groups of decision makers.

**DELIVERABLES**

- Approved project specific health and safety plans
- Risk profile for specific construction works
- Training matrix for all the required health and safety learning for a specific construction project.
- Toolbox talks to address specific hazards and risks in relation to the construction project
- Emergency preparedness plan for a specific construction project and define the key approval, rehearsal and implementation steps
- Inspection check lists and registers
- Accident and incident reports
- Statistical report
- Risk assessments.

**STAGE 6 PROJECT CLOSE OUT**

The process of managing and administering the project close out, including preparation and coordination of the necessary documentation to facilitate the effective operation of the project.

**STANDARD SERVICES:**

- Review, discuss and approve contractors' consolidated health and safety file with the contractor(s)
- Monitor site health and safety during the defects liability period
- Prepare the consolidated project health and safety file for the client

**DELIVERABLES:**

- Record of audits during defects liability period
- Consolidated health and safety file as per project specifications
- Records of health and safety operations and maintenance reports
- Health and safety close-out report.

**5. The estimated total project construction cost excluding fees is : R 12 650 000.00 Incl. VAT**

For fee value structure allow the following percentages:

Discipline	09 Months balance of the Contract period
Construction Health and Safety Agent	100%

**5.2 Costing**

5.2.1 The relevant Fee Guidelines are as per the following Gazettes:

**Pr. CHSA – SACPCMP Board Notice 167 OF 2019**

5.2.2 Your bid is to be based upon the relevant Guideline for Tariff of Fees (**Para. ii**) as published annually for the respective Discipline Council, less percentage discount (discount percentage on the estimated fee value as above of the Works per discipline) you are proposing for all disciplines as per 5.2.1 above.

5.2.3 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.

- 5.2.4 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.
- 5.2.5 You are requested to submit your bid using the specified **Basis of Appointment indicated herein above under Annexure G** 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 Professional Architect/ Principal Agent must have the ability to have access to all the professional consultants as listed in paragraph 3 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 out-sourced, 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.
- 6.4 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
- 6.5 Your detailed organogram is to provide details of the Registered Professional Construction Health and Safety Agent (Pr. CHSA) and the rest of the team who will be dedicated to this project. Approval must be made in writing to the Department for any replacement of the designated professional.
- 6.6 Appointment will be as per Departmental Standard Conditions of Appointment for the respective Discipline.
- 6.7 The bidder must comply with the CIDB B.U.I.L.D programme requirements.

In the case of engineering works contracts, design and build contracts and services contracts the contract skills participation goals, expressed in Rand, shall be no less than the sub-total multiplied by a percentage (%) factor given in Table below for the applicable class of construction works used in the application of the Construction Industry Development Regulations, issued in terms of the Construction Industry Development Board Act of 2000.

### Contract skills development goals for different classes of engineering and construction works contracts

Class of construction works as identified in terms of Regulation 25(3) of the Construction Industry Regulations 2004		Construction skills development goal (CSDG) (%)
Designation	Description	

CE	Civil engineering	0.25
CE or GB	Civil engineering or General Building	0.375
EE	Electrical Engineering works (buildings)	0.25
EP	Electrical Engineering works (Infrastructure)	0.25
GB	General Building	0.50
ME	Mechanical Engineering works	0.25
SB	Specialist	0.25

*Source: Construction Industry Development Board Act, 2000 (Act no. 38 of 2000) (the Act): Standard for Developing Skills through Infrastructure Contracts: 31 March 2023.....Gazette 5No. 48491*

**Example 1:** The sub-total of the tender sum for an engineering and construction works contract in the GB class of construction works is R65,7m. The contract skills development goal in Rands is  $R65,7m \times 0.5\% = R328\ 500$ .

In the case of professional services contracts the contract skills development goals, expressed in hours, shall be not less than the professional fees in millions of Rand multiplied by 150.

**Example 2:** The contract amount for a professional services contract is R5.6 m. The contract skills development goal in hours is  $R5.6m \times 150 = 840$  hours.

The number of hours for the contract skills development goal shall be revised as the need arises and be published in a Gazette notice.

Where required in terms of the contract or order, a specified proportion of the learners and candidates shall be selected from persons in the employ of the state who meet the relevant eligibility criteria for the relevant programme.

6.8 The estimated project duration is **9** months

## 7. EVALUATION CRITERIA

7.1 The evaluation criteria will be in three phases:

### 7.1.1 Phase 1:

- Correctness of bid documents
- Compliance with bid regulations (registration with CSD, SBD 4, Signed form of Offer and other prescripts requirements)
- Registration on the relevant professional council as a Registered Professional

### 7.1.2 Phase 2:

- Compliance with functionality requirements:
- Project specific organogram– Consortium of Design Consultants. **The Professional OHS Agent (Pr. CHSA must have 6 years post registration experience and experience in general building projects similar in nature.**
- Firm to indicate an alternative Professional in case of incapacity during the project period.

Certified copies of detailed CV, professional registration certificates of all project resources. Traceable references.

- Certified copies of qualification (s) obtained in the relevant discipline.
- Firms to demonstrate experience in executing three (03) similar **general building** projects within 10-years
- Firm to indicate Proximity of service provider offices in relation to project.
- Meeting the minimum qualifying functionality score of 70% points as per criteria below:

Evaluation criteria	Documentation to be provided	Sub-Points	Points Allocated
1. Qualifications and Proof of registration with relevant professional council	1.1 Bidders to attach a <b>detailed curriculum vitae</b> with references ( <b>15 points</b> for a detailed curriculum vitae of the Pr. CHSA with references.) 1.2 Attach relevant Academic Qualifications ( <b>15 points</b> for certified copies of relevant academic qualifications). 1.3 The Professional CHS Agent must attach Proof of registration with SACPCMP (Pr. CHSA ) and must have <b>6 years post registration experience</b> ( <b>34 points</b> for copy of active Pr. CHSA registration certificate)	15   15  34	64
2. Technical competency, and relevant experience in similar projects.	2.1 Bidder must submit a schedule of experience on 3 projects of similar work and similar value R15 000 000 incl VAT and above in general building or projects similar in nature in the past 10 years.  Professional CHS Agent to <b>attach appointment letters and practical completion certificates</b> for completed projects. - Appointment letters to be attached for each completed project ( <b>7 points</b> each project). - Practical Completion certificates to be attached for each completed project (5 points each project).  <b>(Total of 12 points per project with full information 3X12 points per project =36)</b>	21   15	36
<b>TOTAL POINTS</b>		<b>100</b>	
<b>Minimum functionality score to qualify for further evaluation.</b>		<b>70 Points</b>	

- Meeting the minimum qualifying evaluation score of 70 % as per criteria above
- Bidders must score a minimum of 34 points on item No 1 in order to qualify for further evaluation

### 7.1.3 Phase 3:

- Offer and Specific goals Only

**The following special conditions is applicable to the evaluation this bid:**

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

**SECTION J**

**OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE**

Bid No : **WIMS: 059789** **ZNTM01182W**

SERVICE : **THE APPOINTMENT OF A PROFESSIONAL CONSTRUCTION HEALTH AND SAFETY AGENT (Pr. CHSA) FOR STAGE 5 AND 6 FOR THE KZN DEPARTMENT OF TRANSPORT: URGENT REPAIRS TO ROOF LEAKS AT EXECUTIVE BLOCK, BLOCK C AND ENCLOSING OF EXISTING BALCONIES:**

Date : 1

Time : 11H00AM

Venue :

\*\*\*\*\*

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 :**

**DATE:** .....

**SECTION L**

**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, authorizing the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid, that is before the closing time and date of the bid

**AUTHORITY BY BOARD OF DIRECTORS**

By resolution passed by the Board of Directors on.....20.....,.....  
Mr/Mrs/Miss..... (whose signature appears below) has been duly authorized 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** **DATE**  
(PRINT NAME)

**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
.....	.....	.....



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 authorized representatives of the enterprises, authorizing 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 authorized representatives of concerned enterprises, authorizing 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 authorized to sign all documents in connection with this bid on behalf of:

(Name of Consortium).....

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

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

**SECTION M****EVALUATION METHOD PROCESSES****1. Tender Criteria and Procedures**

The procedure will be used to evaluate and adjudicate this Quotation/ Bid is as follows:

**2 Method of evaluation**

2.1 The procedure of the evaluation of Quotation / Tender will be as follows:  
***(Stage 1 and 3 is compulsory to select):***

- STAGE ONE**: Administrative compliance as the first phase of evaluation.
  
- STAGE TWO**: Functionality criteria
  
- STAGE THREE**: Price and Specific goals Only.

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

**General Notes –**

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

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

TABLE 1	PERCENTAGE BASED FEES				
DISCIPLINE	GAZETTE APPLICABLE PER DISCIPLINE	FEE BREAKDOWN	RAND VALUE	CONSULTANT FULL NAME (Authorised Person)	CONSULTANT SIGNATURE
<b>CONSTRUCTION HEALTH AND SAFETY AGENT</b>	Pr. CHSA – SACPCMP Board Notice 167 OF 2019	Value for fee purposes:	R <u>11 000 000. 00 Excl. VAT</u>		
		All-inclusive Fee:	R _____		
		Less Discount: _____%	R _____		
		SUB-TOTAL FEES:	R _____		
		Add VAT @ 15%	R _____		
		TOTAL PROJECT FEES:	R _____		

**Note – Percentage discount above also applies to any additional time based work carried out up to a maximum of 50 hours, by written prior approval of Project Leader.**

**COMPANY STAMP:**

  
  
  

**DATE:**

**APPENDIX B - SUMMARY OF PROFESSIONAL FEES****WIMS: 059789:****THE APPOINTMENT OF A PROFESSIONAL CONSTRUCTION HEALTH AND SAFETY AGENT (Pr. CHSA) FOR STAGE 5 AND 6 FOR THE KZN DEPARTMENT OF TRANSPORT: URGENT REPAIRS TO ROOF LEAKS AT EXECUTIVE BLOCK, BLOCK C AND ENCLOSING OF EXISTING BALCONIES:**

DISCIPLINE	FEES OFFERED
CONSTRUCTION HEALTH AND SAFETY AGENT	R
TOTAL PROJECT FEES CARRIED OVER TO FORM OF OFFER (SECTION F)	R

## APPENDIX C – CONTRACT DATA

### C1.2 Contract Data

C1.2.1 Standard Professional Services Contract  
The conditions applicable to this Contract are the **Standard Professional Services Contract (August 2005)** Second Edition of CIDB document 1015, published by the Construction Industry Development Board.

C1.2.2 Data provided by the Employer

Clause	
	<p>The General Conditions of Contract in the Standard Professional Services Contract (August 2005) make several references to the Contract Data for details that apply specifically to this tender. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.</p> <p>Each item of data given below is cross-referenced to the clause in the General Conditions of Contract to which it mainly applies.</p>
1	The Employer is the <b>Department of Public Works</b> .
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 3.14 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.

	<p>The programme will be the result of the co-ordination of all appointed Service Providers' inputs and shall be in sufficient detail describing key milestones, events and activities linked to the fastest realistic timeframes in which the Service can be delivered. Milestones and events are to be listed based on the Scope of Services described of the various appointed Service Providers' tender documents and presented in bar chart format. No milestones may, at the co-ordination stage, be extended beyond the timeframes outlined in Project Programme without acceptable reasons. The programme thus compiled and presented by the principal agent must be counter-signed by all appointed Service Providers as proof that the programme was agreed upon by all during the said co-ordination action.</p> <p>The Employer retains the right to negotiate such submitted programme with the principal agent in consultation with the appointed Service Providers, if required, to promote the interest of the project.</p> <p><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.</p> <p>In the event of the Employer not being satisfied with the submitted PEP, the Parties will negotiate in good faith towards a PEP that will be agreeable to both. Such an agreed-upon PEP will form the basis for the management of the appointment and remuneration purposes. Should circumstance change from the initial briefing, the Service Provider and the Employer will negotiate a revised PEP to satisfy such change(s). Should the Parties fail to reach agreement on the PEP or revised PEP, the matter will be dealt with in terms of the General Conditions of Contract. Should the mediation process fail, the Contract will be deemed to have been mutually terminated and any reasonable fees accrued at that stage settled by the Employer.</p>
4.1.1	<p><b>Briefing meeting:</b>  The departmental project manager shall arrange a briefing meeting, compulsory for all appointed Service Providers, as soon as practicable after the appointment of the professional team as referred to in C3.5.1 Service Providers, or after the appointment of the core members of the professional team required to commence with the Services if not appointed at the same time, during which meeting the departmental project manager, together with any supporting advisors, will verbally brief the professional team comprehensively regarding the requirements of the project and the Scope of Services and hand over, to the Service Providers, all documentation relevant to the execution of the Service.</p>
4.4	<p>A list of others providing Services on this Project will be provided by the Project Leader.</p>
5.4.1	<p>Minimum professional insurance cover of R2 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.</p>
5.5	<p>The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions:</p> <ol style="list-style-type: none"> <li>1. Travelling for which payment will be claimed. Travelling and subsistence arrangements and tariffs of charges;</li> </ol>

	<p>2. Deviate from the final programme as per the programme above;</p> <p>3. Deviate from the programme (delayed or earlier);</p> <p>4. Deviate from or change the Scope of Services;</p> <p>5. Change Key Personnel on the Service.</p>
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 / 12.3.4	Final settlement is by litigation.
13.1.3	All partners in a joint venture or consortium shall carry the same professional indemnity insurance as per 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	<p><u>Indemnification of the Employer</u></p> <p>I, the undersigned, being duly authorized by the Service Provider, in terms of the completed resolution</p>

	<p>.....(Name of authorized person)</p> <p>hereby confirm that the Service Provider known as:</p> <p>.....(Legal name of entity tendering herein)</p> <p>tendering on the project:</p> <p>.....</p> <p>.....(Name of project as per C1.1 Form of offer and acceptance)</p> <p>holds professional indemnity insurance cover, from an approved insurer, duly registered with the Finance Services Board, of not less than the amount required as cover relative to the size of project, with the first amount payable not exceeding 5% of the value of indemnity. I further confirm that the Service Provider will keep such professional indemnity fully subscribed. I further confirm that should the professional indemnity insurance, with no knowledge of the Employer, be allowed to lapse at any time or in the event of the Service Provider cancelling such professional indemnity insurance, with no knowledge of the Employer, at any time or if such professional indemnity cover is not sufficient, then the Service Provider, (i) accepts herewith full liability for the due fulfilment of all obligations in respect of this Service; and (ii) hereby indemnifies, and undertakes to keep indemnified, the Employer in respect of all actions, proceedings, liability, claims, damages, costs and expenses in relation to and arising out of the agreement and/or from the aforesaid Service Provider’s intentional and/or negligent wrongful acts, errors and/or omissions in its performance on this Contract.</p> <p>I confirm that the Service Provider undertakes to keep the Employer indemnified, as indicated above, beyond the Final Completion Certificate/Final Certificate by the Employer (whichever is applicable) for a period of five (5) years after the issue of such applicable certificate.</p> <p>I confirm that the Service Provider renounces the benefit of the <i>exceptionis non causa debiti, non numeratae pecuniae</i> and <i>excussionis</i> or any other exceptions which may be legally raised against the enforceability of this indemnification.</p> <p>Notwithstanding the indemnification required above, the Employer reserves the right to claim damages from the Service Provider for this Project where the Service Provider neglects to discharge its obligations in terms of this agreement.</p> <p><b>NAME:</b> .....</p> <p><b>CAPACITY:</b> .....</p> <p><b>SIGNATURE:</b> .....</p>
7.1.2	<p>As an extension of the definitions contained in clause 1 hereof, Key Persons must, for the purposes of this Contract, include one or more of the professionally registered principal(s) of the Service Provider, <b>and/or</b>, one or more professional(s) employed to render professional services, for whom certified copies of certificates or other documentation clearly proving</p>

	<p>current professional registration with the relevant council, including registration numbers, must be included with the tender as part of the returnable documentation.</p> <p>The Key Persons and their jobs / functions in relation to the Services are:</p>	
	Name	Principal and/or employed professional(s)
	1.	
	2.	
	3.	
	4.	
	5.	
	6.	
	7.	
	8.	
	9.	
	10.	
7.2	A Personnel Schedule is not required.	

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

**C2: PRICING DATA****C2.1 Pricing Instructions**

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

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

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

C2.1.1.2 **Tenderers are to tender:**

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

or

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

all as set out below.

C2.1.2 Remuneration for **Professional Service Providers**

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

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

or

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

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

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

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

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

- C2.1.2.5 All fee accounts must be accompanied by an updated original written certification by the quantity surveyor, if appointed, of the amount(s) on which fees are based. The onus, however, rests on the Service Provider to calculate fees on the appropriate value and according to the correct fee scale, read in conjunction with this Contract.
- C2.1.2.6 All fee accounts need to be signed by a principal of the Service Provider and submitted in original format, failing which the accounts will be returned. Copies, facsimiles, electronic and other versions of fee accounts will not be considered for payment.
- 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 C

**NDPW - Scope of Engineering Services and Tariff of Fees Rates for Reimbursable expenses  
February 2025**

**The commencement date of this document**

**shall be**

**N/A**

# **ANNEXURE A**

# **ANNEXURE B**

# **ANNEXURE C**

# ANNEXURE D

# ANNEXURE E

# ANNEXURE F

# **ANNEXURE G**