



KWAZULU-NATAL PROVINCE

PUBLIC WORKS & INFRASTRUCTURE REPUBLIC OF SOUTH AFRICA

INVITATION TO BID – WIMS 080836

DESCRIPTION: APPOINTMENT OF A REGISTERED PROFESSIONAL MULTI-DISCIPLINARY CONSULTING TEAM (COMPRISING OF MECHANICAL ENGINEER AS MECHANICAL/FIRE ENGINEER AND AS PRINCIPAL AGENT, ARCHITECT, QUANTITY SURVEYOR , CIVIL ENGINEER STRUCTURAL ENGINEER, AND ELECTRICAL ENGINEER) TO PROVIDE PROFESSIONAL SERVICES FOR DEPARTMENT OF HEALTH: RK KHAN HOSPITAL: REINSTATEMENT OF HVAC SYSTEM TO EXISTING THEATRES

The evaluation criteria will be in three phases:

1.1 Phase 1: SCM Administrative Compliance

- Correctness of bid documents
- Compliance with bid regulations (registration with CSD, tax clearance certificate and other prescripts requirements)

1.2 Phase 2: Mandatory Criteria

Professional multi-disciplinary consulting team to include Mechanical Engineer as Mechanical Engineer Fire and as Principal Agent to be registered as a Professional Engineer. Mechanical Engineer / Principal Agent to appoint the following team: Architect (Pr Arch), Quantity Surveyor (Pr. QS), Civil Engineer (Pr Eng) Structural Engineer (Pr.Eng.), and Electrical Engineer (Pr.Eng.).

Meeting the mandatory requirement by the entire team is applicable for the evaluation of this bid. Only bids received from teams who meet the criteria per Section O will be responsive: -.

- Registration on the relevant professional council as a Registered Professional
- Proof of relevant professional indemnity cover is mandatory – Architect 2 Million; QS: R 2,0 million. Civil Engineer: R 2,0 million Structural Engineer: R 2,0 million. Mechanical/Fire Engineer and PA: R 5 million. Electrical Engineer: R2,0 million. Other: R2,0 million.

1.3 Phase 3: Price & Specific Goals

- Price (Discount offered) and Specific Goals
- Evaluating using the Point System of 80/20 (Price and Specific Goals)

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

(Note to organs of state: Where either the 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	Applicable or Not Applicable	Number of points allocated (80/20 system) (To be completed by the organ of state)
<p>"Ownership by Black People Documentary Proof Required: 1)Original EME or QSE Sworn Affidavit; signed and dated by Commissioner of Oaths for the latest completed financial year of the bidding Entity OR 2.Certified copies of Identity Document/s of the Owners/Shareholders/ Directors of the Bidding Entity</p>	Applicable	5
<p>"Ownership by People who are Youth Documentary Proof Required: 1) Certified copy of Identity Document/s 2) SANAS Approved B-BBEE Certificate</p>	Not Applicable	0
<p>"Ownership by People living with Disabilities Documentary Proof Required: 1) Original or Certified copy of an original medical certificate from a registered medical practitioner 2) Certified copy of Identity document/s"</p>	Not Applicable	0
<p>51% Ownership by People who are Military Veterans Documentary Proof Required: 1) Military Veteran Certificate OR 2) Certificate from the Military Veterans Department indicating that the entity is registered on their database</p>	Not Applicable	0
<p>"Exempted Micro-Enterprise (EME's) documentary Proof Required: 1) Sworn Affidavit; signed and dated by Commissioner of Oaths"</p>	Not Applicable	0
<p>"Ownership by People who are Women Documentary Proof Required: 1) Sworn Affidavit; signed and dated by Commissioner of Oaths 2) Certified Copy of Identity Document/s"</p>	Not Applicable	0
<p>"Promotion of enterprises located in a specific municipal area for work to be done or services to be rendered Documentary Proof Required: 1) Proof of Municipal Account depicting Physical Address of the business OR 2) Lease Agreement"</p>	Applicable	15 eThekweni Municipality
<p>"Promotion of enterprises located in rural areas</p>	Not	0

Documentary Proof Required: 1) Original OR Certified copy of the original letter from the Ward Councilor OR 2) Certified copy of PTO OR 3) Lease agreement from the Tribal Council"	Applicable	
Promotion of enterprises located in a specific province Documentary Proof Required: 1) Original OR Certified copy of the original letter from the Ward Councilor OR 2) Certified copy of PTO OR 3) Lease agreement from the Tribal Council"	Not Applicable	0
Promotion of enterprises located in a specific region Documentary Proof Required: 1) Original OR Certified copy of the original letter from the Ward Councilor OR 2) Certified copy of PTO OR 3) Lease agreement from the Tribal Council"	Not Applicable	0

2. Collection of Bid Documents

The bid document can be downloaded via e-Tender Portal or the Departmental website at no cost However, should any bidder require a printed/hard copy of the bid document, a non-refundable payment in the amount of R330.00 must be made for collection thereof as per the banking details indicated below. Proof of payment must be produced upon collection of the bid document at KZN Department of Public Works: Oliver Tambo House, 191 Prince Alfred Street, Pietermaritzburg during working hours 09h00 to 15h00

BANKING DETAILS

Bank Name: ABSA Bank
Account Name.: KZN PROV GOV-WORKS
Account No.: 4121941044
Account Type: Business bank Esp
Branch Code: 630018
Reference: 14019605

Tender documents may be downloaded from the Departmental website: www.kznworks.gov.za; or, **collected** at KZN Department of Public Works & Infrastructure Head Office: Oliver Tambo House, 191 Prince Alfred Street, Pietermaritzburg during working hours **09h00 to 15h00**. Proof of payment must be produced upon collection of the bid document.

CLOSING DATE: 3 AUGUST 2026 CLOSING TIME: 11h00

NB: Telegraphic, telephonic, telex, facsimile, e-mail, and late Tender Proposals will not be accepted. Completed bid application documents must be hand-delivered, tenders to be deposited into the designated tender box located at the front security desk) before the closing date and time to: KZN Department of Public Works & Infrastructure Head Office: **O.R. Tambo House, 191 Prince Alfred Street, Pietermaritzburg.**

COMPULSORY BRIEFING SESSION:

No compulsory clarification meeting will be held. All queries related to this application document can be submitted to salma.mahomed@kznworks.gov.za and thato.radebe@kznworks.gov.za quoting the relevant ZNT number as a reference by no later than 16 July 2026. Consolidated responses will be tabulated and posted on the departmental website on 17 July 2026 under the tab "questions and answers" where this application has been advertised for all prospective applicants to take note of.

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Contact Person : Mr L Khumalo

Tel : 066 4722 602

E-mail address : Lethukuthula.Khumalo@kznworks.gov.za

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Contact Person : Ms S Mahomed

Tel : N/A

E-mail address : salma.mahomed@kznworks.gov.za

KWAZULU-NATAL PROVINCIAL GOVERNMENT BIDDING FORMS

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PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE					
BID NUMBER:	WIMS 080836	CLOSING DATE: 3 AUGUST 2026	CLOSING TIME:	11h00	
DESCRIPTION	APPOINTMENT OF A REGISTERED PROFESSIONAL MULTI-DISCIPLINARY CONSULTING TEAM (COMPRISING OF MECHANICAL ENGINEER AS MECHANICAL/FIRE ENGINEER AND AS PRINCIPAL AGENT, ARCHITECT, QUANTITY SURVEYOR , CIVIL ENGINEER STRUCTURAL ENGINEER, AND ELECTRICAL ENGINEER)TO PROVIDE PROFESSIONAL SERVICES FOR DEPARTMENT OF HEALTH: RK KHAN HOSPITAL: REINSTATEMENT OF HVAC SYSTEM TO EXISTING THEATRES				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Department of Public Works & Infrastructure: Head Office					
191 Prince Alfred Street, 3202					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr L Khumalo		CONTACT PERSON	Salma Mahomed	
TELEPHONE NUMBER	066 4722 602		TELEPHONE NUMBER	n/s	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	Lethukuthula.Khumalo@kznworks.gov.za		E-MAIL ADDRESS	salma.mahomed@kznworks.gov.za	
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX]	
	<input type="checkbox"/> Yes	<input type="checkbox"/> No		<input type="checkbox"/> Yes	<input type="checkbox"/> No
[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 THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?

YES NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?

YES NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

YES NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?

YES NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

YES NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B
TERMS AND CONDITIONS FOR BIDDING

SBD1

BID SUBMISSION:

BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.

THIS BID IS SUBJECT TO THE **PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022**, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

TAX COMPLIANCE REQUIREMENTS

BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

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.

APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.

BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

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."

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 A

SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF BIDDING FORMS

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

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and 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. Bids submitted must be complete in all respects.
5. Bids 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 bid number written on the envelope.
8. A specific box is provided for the receipt of bids, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.
9. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the bid documentation, and proof of posting will not be accepted as proof of delivery.
10. No bid submitted by telefax, telegraphic or other electronic means will be considered.
11. Bidding 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.
17. Bidders must initial each and every page of the bid document.

SECTION B

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 Suppliers Database (CSD) for registration of all suppliers of goods and services to the State, 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.
5. If a business is registered on the Database and it is found subsequently that false or incorrect information has been supplied, then the Department may, without prejudice to any other legal rights or remedies it may have;
 - 3.1 Cancel a bid or a contract awarded to such supplier, and the supplier would become liable for any damages if a less favorable bid is accepted, or less favorable arrangements are made.
 - 3.2 The same principles as set out in paragraph 3 above are applicable should the supplier fail to request updating of its information on the Central Suppliers Database, relating to changed particulars or circumstances.

IF THE SUPPLIER IS NOT REGISTERED AT THE CLOSING TIME OF BID, THE SUPPLIER WILL BE DISQUALIFIED AT THE BID EVALUATION PROCESS.

SECTION C

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)CSD Registration
Number.....

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

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

.....
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

DATE:

SECTION D

Applicable		Not Applicable	x
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OFFICIAL BRIEFING SESSION / SITE INSPECTION CERTIFICATE

Bid No : **WIMS: 080836** **ZNT: Not Applicable**

Service: **APPOINTMENT OF A REGISTERED PROFESSIONAL MULTI-DISCIPLINARY CONSULTING TEAM (COMPRISING OF MECHANICAL ENGINEER AS MECHANICAL/FIRE ENGINEER AND AS PRINCIPAL AGENT, ARCHITECT, QUANTITY SURVEYOR , CIVIL ENGINEER STRUCTURAL ENGINEER, AND ELECTRICAL ENGINEER)TO PROVIDE PROFESSIONAL SERVICES FOR DEPARTMENT OF HEALTH: RK KHAN HOSPITAL: REINSTATEMENT OF HVAC SYSTEM TO EXISTING THEATRES**

Date : TBA
Time : TBA
Venue : TBA

This is to certify that (bidder's representative name) _____

On behalf of (company name) _____

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 Authorized Representative

(PRINT NAME) _____

DATE: ___/___/_____

Name of Departmental or Public Entity Representative

(PRINT NAME) _____

Departmental Stamp With Signature

NOTE: All attendees to submit (1) Tenderer's Business Name, (2) the Representatives Name, (3) a Contact number and (4) Email address, via the MS Teams chat upon entry. MS Teams online register to serve as proof of attendance for the compulsory briefing meeting. A date for the site visit & walkthrough of the facility (not compulsory) to be confirmed at the meeting.

SECTION E

SBD 3.1

**PRICING SCHEDULE – FIRM PRICES
(PURCHASES)**

APPLICABLE		NOT APPLICABLE	X
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NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder.....	Bid number.....
Closing Time 11:00	Closing date.....

BID PRICE INCLUDING VAT: R

AMOUNT IN WORDS:

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	Unit Price	Total Price
1				
SUB-TOTAL				
VAT AT 15%				
GRAND TOTAL (BID PRICE IN RSA CURRENCY WITH ALL APPLICABLE TAXES INCLUDED)				

Required by:

- At:

Brand and model

Country of origin

- Does the offer comply with the specification(s)? *YES/NO

If not to specification, indicate deviation(s)

Period required for delivery

Delivery: Firm/not firm

Delivery basis

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

** "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

Delete if not applicable

PRICING SCHEDULE – NON-FIRM PRICES

SBD 3.2

(PURCHASES)

APPLICABLE		NOT APPLICABLE	X
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NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder..... Closing Time 11:00	Bid number..... Closing date.....
-----------------------------------------------	------------------------------------------

OFFER TO BE VALID FOR.....DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	Unit Price	Total for each unit
SUB-TOTAL				
VAT AT 15%				
GRAND TOTAL (BID PRICE IN RSA CURRENCY WITH ALL APPLICABLE TAXES INCLUDED)				

Required by:

- At:

Brand and model

Country of origin

- Does the offer comply with the specification(s)? *YES/NO

If not to specification, indicate deviation(s)

Period required for delivery

- Delivery: *Firm/not firm

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES

IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

- Pa = The new escalated price to be calculated.
- (1-V)Pt = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**
- D1, D2.. = Each factor of the bid price e.g. labour, transport, clothing, footwear, etc. The total of the various factors D1, D2...etc. must add up to 100%.
- R1t, R2t..... = Index figure obtained from new index (depends on the number of factors used).
- R1o, R2o = Index figure at time of bidding.
- VPt = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index..... Dated..... Index..... Dated..... Index..... Dated.....
 Index..... Dated..... Index..... Dated..... Index..... Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	P PERCENTAGE OF BID PRICE

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

PRICING SCHEDULE
(Professional Services)

APPLICABLE	X	NOT APPLICABLE
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Name of bidder.....	Bid number.....
Closing Time 11:00	Closing date.....

OFFER TO BE VALID FOR...120.....DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	DESCRIPTION	BID PRICE IN RSA CURRENCY WITH ALL APPLICABLE TAXES INCLUDED)
	APPOINTMENT OF A REGISTERED PROFESSIONAL MULTI-DISCIPLINARY CONSULTING TEAM (COMPRISING OF MECHANICAL ENGINEER AS MECHANICAL/FIRE ENGINEER AND AS PRINCIPAL AGENT, ARCHITECT, QUANTITY SURVEYOR , CIVIL ENGINEER STRUCTURAL ENGINEER, AND ELECTRICAL ENGINEER) TO PROVIDE PROFESSIONAL SERVICES FOR DEPARTMENT OF HEALTH: RK KHAN HOSPITAL: REINSTATEMENT OF HVAC SYSTEM TO EXISTING THEATRES	

NOTE: Refer to Appendices A1 – A5

The accompanying information must be used for the formulation of proposals
 Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.

R.....

PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)
 PERSON AND POSITION

HOURLY RATE	DAILY RATE
R.....
R.....
R.....
R.....
R.....

PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

R.....	..... days
R.....	..... days
R.....	..... days
R.....	..... days
R.....	..... days

Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....	R
.....	R
.....	R

..... R

..... R

TOTAL: R.....

** "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

Travel expenses (specify, for example rate/km and total km, class of air travel, etc.). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....	R
.....	R
.....	R
.....	R
.....	R

TOTAL: R.....

Period required for commencement with project after acceptance of bid

Estimated man-days for completion of project

Are the rates quoted firm for the full period of contract?

*YES/NO

If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.

.....

.....

.....

.....

*

**SECTION F
BIDDER'S DISCLOSURE**

SBD 4

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.

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:

.....
.....

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

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.

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.

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.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

SECTION 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:

WIMS: 080836 - APPOINTMENT OF A MULTI-DISCIPLINARY CONSULTING TEAM (MECHANICAL/FIRE ENGINEER (PRINCIPAL AGENT), ARCHITECT, ELECTRICAL ENGINEER, CIVIL ENGINEER STRUCTURAL ENGINEER, AND QUANTITY SURVEYOR) TO PROVIDE PROFESSIONAL SERVICES FOR THE PROJECT: DEPARTMENT OF HEALTH: RK KHAN HOSPITAL: REINSTATEMENT OF HVAC SYSTEM TO EXISTING THEATRES

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:	<p>Note:</p> <p>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.</p>
-------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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 Section C 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:	KZN Department of Public Works & Infrastructure
Address of organisation:	O R Tambo House: 191 Prince Alfred Street, Pietermaritzburg, 3200

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

The applicable preference point system for this tender is the 80/20 preference point system.

80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 \mathbf{Ps} = \mathbf{80} \left(\mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left(\mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right)
 \end{array}$$

Where

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

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

$$Ps = 80 \left(1 + \frac{Pt - Pmax}{Pmax} \right) \text{ or } Ps = 90 \left(1 + \frac{Pt - Pmax}{Pmax} \right)$$

Where:

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of —

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system, or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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

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

Specific Goals Allocated Points in terms of this Tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed. (80/20 system) (To be completed by the tenderer)
Ownership by Black People	5	
Promotion of enterprises located in a specific municipal area for work to be done or services to be rendered (eThekweni)	15	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- 4.6.1. The information furnished is true and correct.
- 4.6.2. The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- 4.6.3. 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.
- 4.6.4. If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

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

EME'S AND QSE'S MUST COMPLETE THE FOLLOWING APPLICABLE AFFIDAVIT FORM TO CLAIM PREFERENCE POINTS

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE

I, the undersigned,

Full Name & Surname:	
Identity number:	

Hereby declare under oath as follows:

The contents of this statement are to the best of my knowledge a true reflection of the facts.

I am a member / director / owner of the following enterprise and am duly authorized to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – who are citizens of the Republic of South Africa by birth or descent, or who became citizens of the Republic of South Africa by naturalization- before 27 April 1994; or on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"
Definition of "Black Designated Groups"	"Black Designated Groups means: unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; Black people who are youth as defined in the National Youth Commission Act of 1996; Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; Black people living in rural and under developed areas; Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"

I hereby declare under Oath that:

The Enterprise is _____% Black Owned as per Amended Code Series 100 of the amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as amended by Act No 46 of 2013,

The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

Black Designated Group Owned % Breakdown as per the definition stated above:

Black Youth % = _____%

Black Disabled % = _____%

Black Unemployed % = _____%

Black People living in Rural areas % = _____%

Black Military Veterans % = _____%

Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was R10,000,000.00 (Ten Million Rands) or less

Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At least 51% Black Owned	Level Two (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	Level Four (100% B-BBEE procurement recognition level)	

I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise, which I represent in this matter.

The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: ____/____/____

Stamp

Signature of Commissioner of Oaths

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE

I, the undersigned,

Full Name & Surname:	
Identity number:	

Hereby declare under oath as follows:

The contents of this statement are to the best of my knowledge a true reflection of the facts.
I am a member / director / owner of the following enterprise and am duly authorized to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of “Black People”	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians – who are citizens of the Republic of South Africa by birth or descent; or who became citizens of the Republic of South Africa by naturalization- before 27 April 1994; or on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;”
Definition of “Black Designated Groups”	“Black Designated Groups means: unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; Black people who are youth as defined in the National Youth Commission Act of 1996; Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; Black people living in rural and under developed areas; Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;”

I hereby declare under Oath that:

The Enterprise is _____% Black Owned as per Amended Code Series 100 of the amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as amended by Act No 46 of 2013,

The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

Black Designated Group Owned % Breakdown as per the definition stated above:

Black Youth % = _____%

Black Disabled % = _____%

Black Unemployed % = _____%

Black People living in Rural areas % = _____%

Black Military Veterans % = _____%

Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),

Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At Least 51% black owned	Level Two (125% B-BBEE procurement recognition level)	

I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise, which I represent in this matter.

The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: ____/____/_____

Stamp

Signature of Commissioner of Oaths

SECTION I

CONTRACT FORM - PURCHASE OF GOODS/WORKS

APPLICABLE		NOT APPLICABLE	X
------------	--	----------------	---

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE BIDDER)

I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.

The following documents shall be deemed to form and be read and construed as part of this agreement:

- Bidding documents, viz
- Invitation to bid;
- Tax clearance certificate;
- Pricing schedule(s);
- Technical Specification(s);
- Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2022;
- Bidder's disclosure
- Special Conditions of Contract;
- General Conditions of Contract; and
- Other (specify)

I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1	.....
2.	.....
- - -	

CONTRACT FORM - PURCHASE OF GOODS/WORKS

APPLICABLE		NOT APPLICABLE	X
------------	--	----------------	---

PART 2 (TO BE FILLED IN BY THE PURCHASER)

I..... in my capacity as..... accept your bid under reference numberdated.....for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).

An official order indicating delivery instructions is forthcoming.

I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD

4. I confirm that I am duly authorized to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE

CONTRACT FORM - RENDERING OF SERVICES

APPLICABLE	X	NOT APPLICABLE	
------------	----------	----------------	--

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid .

The following documents shall be deemed to form and be read and construed as part of this agreement:

- Bidding documents, viz
- Invitation to bid;
- Tax clearance certificate;
- Pricing schedule(s);
- Filled in task directive/proposal;
- Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2022;
- Bidders declaration;
- Special Conditions of Contract;
- General Conditions of Contract; and
- Other (specify)

I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1	.....
2	.....
DATE:.....	

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

I..... in my capacity as..... accept your bid under reference numberdated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).

An official order indicating service delivery instructions is forthcoming.

I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE

4. I confirm that I am duly authorized to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

CONTRACT FORM - SALE OF GOODS/WORKS

APPLICABLE	NOT APPLICABLE	X
------------	----------------	---

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE SELLER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE SELLER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE BIDDER)

I hereby undertake to purchase all or any of the goods and/or works described in the attached bidding documents from (name of institution)..... in accordance with the requirements stipulated in (bid number)..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the seller during the validity period indicated and calculated from the closing time of bid.

The following documents shall be deemed to form and be read and construed as part of this agreement:

- Bidding documents, viz
- Invitation to bid;
- Tax clearance certificate;
- Pricing schedule(s);
- Bidders Disclosure;
- Special Conditions of Contract;
- General Conditions of Contract; and
- Other (specify)

I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) cover all my obligations and I accept that any mistakes regarding price(s) and calculations will be at my own risk.

I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

I undertake to make payment for the goods/works as specified in the bidding documents.

I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1	.....
3.	.....
DATE:	.....

CONTRACT FORM - SALE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE SELLER)

I..... in my capacity as..... accept your bid under reference numberdated.....for the purchase of goods/works indicated hereunder and/or further specified in the annexure(s).

I undertake to make the goods/works available in accordance with the terms and conditions of the contract.

ITEM NO.	DESCRIPTION	PRICE (ALL APPLICABLE TAXES INCLUDED)

I confirm that I am duly authorized to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

3.

4.

DATE

SECTION J

GENERAL CONDITIONS OF CONTRACT

1. DEFINITIONS

The following terms shall be interpreted as indicated:

- 1.1. "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2. "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3. "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6. "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7. "Day" means calendar day.
- 1.8. "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9. "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10. "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11. "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12. "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14. "GCC" means the General Conditions of Contract.
- 1.15. "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16. "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17. "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18. "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

- 1.20. "Project site," where applicable, means the place indicated in bidding documents.
- 1.21. "Purchaser" means the organization purchasing the goods.
- 1.22. "Republic" means the Republic of South Africa.
- 1.23. "SCC" means the Special Conditions of Contract.
- 1.24. "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25. "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent Rights

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance

security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- (b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, Tests, and Analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental Services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - i. Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - ii. following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to

take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract Amendments

- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required

to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a

provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
 - (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

- 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Program

33.1 The NIP Program administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34. Prohibition of Restrictive practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

SECTION K

SPECIAL CONDITIONS OF CONTRACT

This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2022; the General Conditions of Contract (GCC) and the following applicable other Special Conditions of Contract.

1. The bidder must be registered on CSD to be awarded.
2. Should bidders not quote for all disciplines, they will be considered as being non-responsive.
3. The price quoted / bid price must be fixed for the period of 120 days.
4. The Department reserves the right not to award to the lowest bidder.
5. The Department will conduct a detailed risk assessment prior to the award.
6. The offers must remain valid for a period of 120 days from the closing date of the submission of bids.
7. The form of contract applicable for this bid is the Standard Professional Services Contract.

SECTION L

TAX COMPLIANCE STATUS (TCS)

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

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
(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 authorizing 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 authorized 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 authorized 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:**.....

SIGNED ON BEHALF OF (CONSORTIUM NAME):
(PRINT NAME)

SECTION N
TERMS OF REFERENCE / DETAILED SPECIFICATION

PROJECT LOCATION:

Province: KwaZulu-Natal
District Municipality: eThekweni
Town / Village: Chatsworth

1. BACKGROUND

1.1	R K KHAN Hospital block C, currently houses eight (8) surgical Theatres, along with auxiliary spaces. The Blocks original HVAC system consisted of Air Handling Units, coupled to Chillers. The original system was completed in the 1960s and is not compliant to current Standards for Theatres
1.2	The original system has been degrading with time, and has been replaced with split units in some theatres, the final chiller has also failed in 2024. The hospital is currently utilising 4 or 5 of the theatres, non of which are compliant, all of which have unreliable HVAC systems.
1.3	R K Khan Hospital is a regional facility with a long-standing history of non-compliance in theatre HVAC and IUSS requirements. The complex consists of five theatres on the first floor and four on the second floor, built around 1966 with associated support spaces. The original HVAC system relied on full fresh air, chilled-water AHUs with primary and secondary filtration and positive pressurisation, although it did not meet current standards. Between 2016 and 2024, various upgrade initiatives were pursued, but budget constraints, structural limitations, and the anticipated construction of a new CORE Block prevented a full HVAC -compliance project from proceeding
1.4	In 2016 the hospital initiated cooling tower replacement, yet the theatres remained non-compliant. A R54 million upgrade proposal was rejected by the Department of Health due to future redevelopment plans. Subsequent briefs from 2019 to 2023 expanded the scope to include reinstatement of the theatres, replacement of refrigeration plant, and ultimately full HVAC equipment replacement. In 2024, the last operational chiller failed, forcing the installation of temporary split units, which remain non-compliant and significantly increase infection risk
1.5	A Stage 2 rationalised solution was submitted to HIAC in July 2024 but was rejected for non-compliance with fire and related life-safety requirements. As a result, a stakeholder meeting was convened in September 2024 to clarify immediate, medium-term, and long-term interventions. These discussions confirmed that an emergency, phased reinstatement of HVAC functionality would be required to safely operate the theatre complex. Full compliance, however, remains unattainable within the constraints of the existing building.

2. PURPOSE

2.1	<p>Current Situation</p> <p>The hospital performs approximately 573 surgical procedures each month, including around 100 orthopaedic cases, yet only four to five theatres remain in operation. The theatres currently rely on temporary split-unit air-conditioning systems, which are non-compliant and pose a high infection-control risk. Several operational issues further compromise safety and efficiency, including theatre doors being left open, staff shortages, and insufficient storage capacity. Additional structural challenges include exposed sewage and waste pipes, open ceiling voids, unsealed service ducts, and unrepaired cores.</p> <p>Given these conditions, the hospital requires reinstatement of the original HVAC system principles with selective upgrades. It is acknowledged, however, that even the original system does not meet current regulatory requirements. The objective is therefore to implement improvements that reduce risk while preserving functionality. This approach forms an interim solution pending future redevelopment</p>
	The overarching objective is to reinstate reliable HVAC functionality to enable safe/r surgical activity. The

	<p>project seeks to improve ventilation performance, airflow patterns, and cooling efficiency within the constraints of the existing structure. Enhancing system reliability and maintainability is essential to prevent further operational disruptions. A key goal is to reduce infection risk through improved filtration and air-handling practices while avoiding major structural interventions.</p> <p>This interim solution is intended to bridge the gap until new theatres are constructed in the proposed CORE Block. All improvements must remain cost-effective and compatible with the long-term redevelopment strategy. The focus is therefore on stabilising operations rather than achieving full regulatory compliance. This ensures continuity of surgical services while managing foreseeable risks</p>
2.2	<p>Constraints</p> <p>The project faces major physical constraints, including limited plantroom space, restricted ceiling voids, and a floor-to-soffit height of only 2900 mm. These limitations prevent the installation of compliant overhead air-supply systems, requiring the use of side-wall supply grilles, which do not align with IUSS standards. Work must also occur in a live hospital environment, necessitating careful decanting and phased construction. Budget limitations, ceiling-space congestion, and fire-safety requirements further restrict the achievable scope.</p> <p>The presence of service ducts, exposed pipes, and congested structural conditions makes compliance particularly difficult. Full adherence to current HVAC and infection-control standards is not feasible within the existing building geometry. Additionally, long-term planning is complicated by the future CORE Block project, which is expected to house new compliant theatres. These cumulative constraints shape the project into a risk-reduction exercise rather than a full compliance initiative.</p> <p>This project is a phased emergency intervention triggered by the complete failure of the final chiller in 2024. The primary aim is to restore minimal HVAC functionality to allow theatre operations to continue safely. Targeted design improvements will be included where feasible to reduce infection risk and enhance environmental control. The project acknowledges that full compliance cannot be achieved due to structural and financial limitations</p>
2.3	<p>Project Objectives</p> <p>The overarching objective is to reinstate reliable HVAC functionality to enable safe surgical activity. The project seeks to improve ventilation performance, airflow patterns, and cooling efficiency within the constraints of the existing structure. Enhancing system reliability and maintainability is essential to prevent further operational disruptions. A key goal is to reduce infection risk through improved filtration and air-handling practices while avoiding major structural interventions.</p> <p>This interim solution is intended to bridge the gap until new theatres are constructed in the proposed CORE Block. All improvements must remain cost-effective and compatible with the long-term redevelopment strategy. The focus is therefore on stabilising operations rather than achieving full regulatory compliance. This ensures continuity of surgical services while managing foreseeable risks.</p> <p>Planned Design / Improvement Measures</p> <p>The project includes several feasible improvements, such as incorporating HEPA filtration in critical zones and redirecting airflow to prioritise clinical areas. New theatre doors and external duct insulation will support improved pressurisation and energy efficiency. Minor architectural repairs—including work on walls, ceilings, and finishes—will address environmental integrity. Relocation of the UPS may also be required to improve safety and system access.</p> <p>The HVAC reinstatement will follow the principles of the previous system but with enhancements where achievable. Life-safety and fire-compliance requirements remain mandatory considerations throughout the design process. Final ISO theatre classifications cannot be predicted in advance; they will be confirmed through post-installation validation. Surgical case allocation will then be aligned with validated theatre performance.</p>

2.4

Operational / Layout Observations

The first-floor block of five theatres is the preferred primary area for theatre consolidation due to staffing efficiency and improved operational flow. The second-floor theatres require more extensive remediation, with open ducting, exposed pipes, and significant compliance concerns. The ideal longer-term configuration positions the theatre suite on the first floor, support spaces on the second, and CSSD on the third floor. This layout provides clearer zoning and improves clinical circulation.

3.1 MECHANICAL ENGINEER & Principal Agent:

PURPOSE: R K KHAN - APPOINTMENT OF A MECHANICAL ENGINEER AND PRINCIPAL AGENT TO PROVIDE ENGINEERING AND PRINCIPAL AGENT SERVICES FOR THE REINSTATEMENT OF THE THEATRE HVAC SYSTEM

The KwaZulu-Natal Department of Public Works and Infrastructure is seeking bids from a qualified Professional Mechanical Engineer to provide Mechanical and Principal Agent services for the REINSTATEMENT OF THE THEATRE HVAC SYSTEM

SCOPE OF WORK

MECHANICAL/FIRE ENGINEER AND PRINCIPAL AGENT

The scope of works for the Mechanical Engineer is to be in accordance with Engineering Profession Act 2000 as well as the consultant's guidelines found in the National Department of Public Works website which includes but not limited to the following: -

- Establish client requirements and preferences, assess user needs and options, appointment of necessary consultants, establish the project brief including project objectives, priorities, constraints, assumptions aspirations and strategies).
- 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).
- Develop the approved concept to finalise the design, outline specifications, cost plan, financial viability and programme for the project).
- 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.).
- Manage, administer and monitor the construction contracts and processes including preparation and coordination of procedures and documentation to facilitate practical completion of the works).
- Fulfil and complete the project close-out including necessary documentation to facilitate effective completion, handover and operation of the project).
- Adhere to the standards, terms of reference, requirements and approvals of any required approval committees
- The scope of Mechanical Engineering Consultant will also include any required Fire Engineering

PRINCIPAL AGENT SERVICES (ADDITIONAL SERVICES)

- In addition to the normal mechanical engineering services, the Consulting Engineer shall act as **Principal Agent** and shall fulfil the following duties (but not limited to)
- Lead and coordinate the professional consultant team
- Administer the building contract on behalf of the Client
- Chair site, progress, and coordination meetings
- Manage communication between the Client, consultants, and contractor
- Monitor overall programme, cost, and quality performance
- Consolidate consultants' reports and payment certifications
- Issue contract instructions, certificates, and recommendations in accordance with the contract
- Manage practical completion, final completion, and handover processes
- Ensure compliance with public sector procurement and reporting requirements

Note: The Mechanical Engineer and Fire consultant may be one professional for both engineering services. If the Mechanical Engineer and Fire Engineer are two separate professionals, The Mechanical Engineer may be the allocated Principal Agent. A Mechanical Engineer is to be the allocated Principal Agent

3.2 ARCHITECT:

PURPOSE: R K KHAN - APPOINTMENT OF AN ARCHITECT TO PROVIDE ARCHITECTURAL SERVICES FOR THE REINSTATEMENT OF THE THEATRE HVAC SYSTEM

The KwaZulu-Natal Department of Public Works and Infrastructure is seeking bids from a qualified Professional Architect to provide Architectural services for the REINSTATEMENT OF THE THEATRE HVAC SYSTEM

SCOPE OF WORK

Architect

- The scope of works for the Architect is to be in accordance with the South African Council for Architecture Profession (SACAP) which includes but not limited to the following:
- Receive, appraise and report on the Department's requirements regarding the client's brief, site rights and constraints, and project needs.
- Prepare an initial architectural design and advise on space planning, functional relationships, proposed materials, and intended building services.
- Check the design concept for conformity with land use rights.
- Review the cost estimate and budget *from an architectural design perspective*.
- Review the project programme *insofar as it affects architectural design and documentation*.
- Confirm the architectural scope and project complexity.
- Review the architectural design and consult with local and statutory authorities regarding applicable regulations.
- Develop the architectural design, construction systems, materials, and components.
- Incorporate and coordinate architectural input with all consultants (mechanical, electrical, structural, fire, etc.).
- Review design, costing, and programme with consultants as they relate to architectural works.
- Prepare all architectural documentation required for Local Authority submission.
- Coordinate architectural documentation with consultants' technical information.
- Prepare architectural specifications.
- Obtain the client's authority and submit architectural documents to the Local Authority for approval.
- Complete architectural construction documentation for tender purposes.
- Prepare architectural drawings, schedules, and specifications required for tender documentation (excluding PA functions).
- Coordinate all architectural technical documentation with other consultants.
- Issue architectural construction documentation to the PA and contractor.
- Check subcontractor design information where it affects architectural interfaces.
- Inspect architectural works for conformity to architectural design and acceptable quality standards.
- Fulfil and complete the project close-out including necessary documentation to facilitate effective completion, handover and operation of the project).
- Adhere to the standards, terms of reference, requirements and approvals of both the IPAC and HIAC committees

3.3 Electrical Engineering

PURPOSE: R K KHAN - APPOINTMENT OF AN ELECTRICAL ENGINEER TO PROVIDE ENGINEERING SERVICES FOR THE REINSTATEMENT OF THE THEATRE HVAC SYSTEM

The KwaZulu-Natal Department of Public Works and Infrastructure is seeking bids from a qualified Professional ELECTRICAL ENGINEER to provide Engineering services for the REINSTATEMENT OF THE THEATRE HVAC SYSTEM

SCOPE OF WORK

Electrical Engineer

The scope of works for the Engineer is to be in accordance with Engineering Profession Act 2000 as well as the consultant's guidelines found in the National Department of Public Works website which includes but not limited to the following: -

- | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none">• Establish client requirements and preferences, assess user needs and options, appointment of necessary consultants, establish the project brief including project objectives, priorities, constraints, assumptions aspirations and strategies).• 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).• Develop the approved concept to finalise the design, outline specifications, cost plan, financial viability and programme for the project).• 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.).• Manage, administer and monitor the construction contracts and processes including preparation and coordination of procedures and documentation to facilitate practical completion of the works).• Fulfil and complete the project close-out including necessary documentation to facilitate effective completion, handover and operation of the project).• Adhere to the standards, terms of reference, requirements and approvals of any required approval committees |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

3.4 Structural Engineering

PURPOSE: R K KHAN - APPOINTMENT OF A STRUCTURAL ENGINEER TO PROVIDE ENGINEERING SERVICES FOR THE REINSTATEMENT OF THE THEATRE HVAC SYSTEM

The KwaZulu-Natal Department of Public Works and Infrastructure is seeking bids from a qualified Professional STRUCTURAL ENGINEER to provide Engineering services for the REINSTATEMENT OF THE THEATRE HVAC SYSTEM

SCOPE OF WORK

Structural Engineer

The scope of works for the Engineer is to be in accordance with Engineering Profession Act 2000 as well as the consultant's guidelines found in the National Department of Public Works website which includes but not limited to the following: -

- Establish client requirements and preferences, assess user needs and options, appointment of necessary consultants, establish the project brief including project objectives, priorities, constraints, assumptions aspirations and strategies).
- 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).
- Develop the approved concept to finalise the design, outline specifications, cost plan, financial viability and programme for the project).
- 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.).
- Manage, administer and monitor the construction contracts and processes including preparation and coordination of procedures and documentation to facilitate practical completion of the works).
- Fulfil and complete the project close-out including necessary documentation to facilitate effective completion, handover and operation of the project).
- Adhere to the standards, terms of reference, requirements and approvals of both the IPAC and HIAC committees

Note: Consultant/s may be one professional for both civil and structural engineering services, or two separate professionals (with individual PI cover of R2,0m).

3.5 Civil Engineer (may be same company as Structural)

PURPOSE: R K KHAN - APPOINTMENT OF A STRUCTURAL ENGINEER TO PROVIDE ENGINEERING SERVICES FOR THE REINSTATEMENT OF THE THEATRE HVAC SYSTEM

The KwaZulu-Natal Department of Public Works and Infrastructure is seeking bids from a qualified Professional STRUCTURAL ENGINEER to provide Engineering services for the REINSTATEMENT OF THE THEATRE HVAC SYSTEM

SCOPE OF WORK

Structural Engineer

The scope of works for the Engineer is to be in accordance with Engineering Profession Act 2000 as well as the consultant's guidelines found in the National Department of Public Works website which includes but not limited to the following: -

- | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none">• Establish client requirements and preferences, assess user needs and options, appointment of necessary consultants, establish the project brief including project objectives, priorities, constraints, assumptions aspirations and strategies).• 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).• Develop the approved concept to finalise the design, outline specifications, cost plan, financial viability and programme for the project).• 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.).• Manage, administer and monitor the construction contracts and processes including preparation and coordination of procedures and documentation to facilitate practical completion of the works).• Fulfil and complete the project close-out including necessary documentation to facilitate effective completion, handover and operation of the project).• Adhere to the standards, terms of reference, requirements and approvals of any required approval committees |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Note: Consultant/s may be one professional for both civil and structural engineering services, or two separate professionals (with individual PI cover of R2,0m).

3.5 Quantity Surveyor

PURPOSE: R K KHAN - APPOINTMENT OF A QS TO PROVIDE ENGINEERING SERVICES FOR THE REINSTATEMENT OF THE THEATRE HVAC SYSTEM

The KwaZulu-Natal Department of Public Works and Infrastructure is seeking bids from a qualified Professional QUANTITY SURVEYOR to provide QUANTITY SURVEYING services for the REINSTATEMENT OF THE THEATRE HVAC SYSTEM

SCOPE OF WORK

QUANTITY SURVEYING

- The scope of works for the Quantity Surveyor is to be in accordance with the South African Council for Quantity Surveying Profession (SACQSP) which includes but not limited to the following:
- Assist in developing a clear projects brief
- Attend the project initiation meetings
- Advise of the procurement strategy for the project
- Advise on other consultants and services required
- Define the consultant's applicable work and services
- Conclude the terms of the agreement with the client
- Advise on economic factors affecting the project
- Advise on appropriate financial design criteria which may improve value
- Provide necessary information within the agreed scope of the project to the other consultants
- Agree the documentation programme with the principal consultant and other consultants
- Attend design and consultants' meetings
- Review and evaluate design concepts and advise on viability in conjunction with the other consultants
- Receive relevant data and cost estimates from other consultants
- Prepare preliminary and elemental or equivalent estimates of construction cost
- Assist the client in preparing a financial viability report
- Audit space allocation against the initial brief
- Liaise, cooperate and provide necessary information to the client, principal consultant and other consultants.
- Review the documentation programme with the principal consultant and other consultants
- Attend design and consultants' meetings
- Review and evaluate design and outline specifications and exercise cost control in conjunction with other consultants
- Receive relevant data and cost estimates from other consultants
- Prepare detailed estimates of construction costs
- Assist the client in reviewing the financial viability report
- Comment on space and accommodation allowances and prepare an area schedule
- Liaise, cooperate and provide necessary information to the client, principal consultant and other consultants.
- Attend design and consultants' meetings
- Assist the principal consultant in the formulation of the procurement strategy for contractors, subcontractors and suppliers
- Review working drawings for compliance with the
- approved budget of construction cost and/or financial viability
- Prepare documentation for both principal and subcontract procurement
- Assist the principal consultant with calling of tenders and/or of negotiation of prices
- Assist with financial evaluation of tenders
- Assist with preparation of contract documentation for signature.
- Attend the site handover
- Prepare schedules of predicted cash flow
- Prepare pro-active estimates for proposed variations for client decision-making
- Attend regular site, technical and progress meetings
- Adjudicate and resolve financial claims by the contractors
- Assist in the resolution of contractual claims by the contractors
- Establish and maintain a financial control system
- Prepare valuations for payment certificates to be issued by principal agent
- Prepare final account(s) for the works on a progressive basis
- Prepare valuation for payment certificates to be issued by the principal agent

- Conclude final account(s)
- .
- Fulfil and complete the project close-out including necessary documentation to facilitate effective completion, handover and operation of the project).
- Adhere to the standards, terms of reference, requirements and approvals of any required approval committees

4. SCOPE OF SERVICES

- 4.1 The services required from the consultants are standard consultant project stages that are required to take a project through to the successful completion of construction and are in line with the Framework for Infrastructure Delivery and Procurement Management (FIDPM) guidelines.
- 4.2 Detailed deliverables from the consultants are as per the schedule of relevant Government Gazette in Table 6.1 below. Consultants are required to undertake the project through relevant stages, as per the respective government gazettes and Departmental conditions of appointment of consultants.
- 4.3 Skills development requirements: Where applicable, the professional service provider shall achieve in the performance of the contract, the contract skills development goal (CSDG) established in the Standard for Developing Skills through infrastructure contract. Should the 'skills standard' apply, the **principal agent** is to include an allowance in **Appendix B** Summary of Fees on page 68. Refer to **Appendix E** on page 82-83 for an overview and see attached Standard for the **CIDB B.U.I.L.D** program and **Practice Guideline #2** under **Appendix H** for details of the Standard.

5. QUALIFICATION AND EXPERIENCE

- 5.1 The multi-disciplinary team is to provide a full team of the experienced and skilled professionals. Registration of professionals working on the project must be as per Table 5.1 below:

REGISTERED PROFESSIONAL	APPLICABLE REGISTRATION
Professional Architect	Pr. Arch. Registered with South African Council for the Architectural Profession (SACAP)
Professional Quantity Surveyor	Pr. QS Registered with South African Council for the Quantity Surveying Profession (SACQSP)
Professional Civil Engineer	Pr. Eng. Reg. with Engineering Council of South Africa (ECSA)
Professional Mechanical/Fire Engineer and Principal Agent	Pr. Eng. Reg. with Engineering Council of South Africa (ECSA)
Professional Electrical Engineer	Pr. Eng. Reg. with Engineering Council of South Africa (ECSA)
Professional Structural Engineer	Pr. Eng. Reg. with Engineering Council of South Africa (ECSA)

Table 5.1: Required Professional Registration

Note: The Civil/Structural and Mechanical/Fire engineers may be individual or combined professional/s. The Principal Agent will be a Mechanical Engineer

Note: The scope of Mechanical consulting may also include Fire Engineering

6. COSTING

- 6.1 The Consultants will be remunerated using relevant Fee Guidelines as per table 6.1 below:

DISCIPLINE	GAZETTE APPLICABLE PER DISCIPLINE	FEE STRUCTURE
Architectural (PA)	SACAP use rates as per Board Notice 672 of 2024	Percentage Based
Quantity Surveying	SACQSP use rates as per Board Notice 741 of 2025	Percentage Based
Civil / Structural Eng	ECSA use rates as per Board Notice 783 of 2025	Percentage Based
Electrical Engineer	ECSA use rates as per Board Notice 783 of 2025	Percentage Based
Mechanical & Principal Agent	ECSA use rates as per Board Notice 783 of 2025	Percentage Based

Table 6.1: Relevant Fee Guidelines

- 6.2 The *estimated* total construction cost for the project is **R 9 392 436,00 Incl VAT**.

- 6.3 For Purpose of fee value structure allow the following work percentages:

DISCIPLINE	% FOR PURPOSE OF FEE CALCULATION
Architect	20 %
Quantity Surveying	100 %
Civil / Structural Engineering	15 % per service
Mechanical/Fire Engineer and Principal Agent	100 % per service
Electrical Engineering	30 %

Table 6.3: Estimated Percentages for Purpose of Fee Calculations

- 6.3 Your bid is to be based upon the relevant Guidelines for tariff (as per 6.1 above), less percentage discount (**if** applied).
- 6.4 Disbursements as published in the monthly National Department of Public Works & Infrastructure “**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.
- 6.5 Please note that total final fees payable will be calculated on final value of contract for “fee purposes” only or final contract cost estimates for “fee purposes” only (both for the applicable discipline) - whichever may be applicable at the time.
- 6.6 You are requested to submit your bid using the specified **Basis of Appointment** 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.
- 7. CONDITIONS OF APPOINTMENT**
- 7.1 The multi-disciplinary team must have within their employment, or display their ability to have access to, all the professional consultants as listed in paragraph 5.1 above.
- 7.2 This may 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.
- 7.3 You will be expected to attend a minimum of 2 site meetings per month (during planning and construction stages).
- 7.4 Consultants must submit all returnable documents as listed on Appendix C herein. Failure to submit all the requested documents could result in the bid not being responsive.
- 7.5 Your detailed organogram is to provide details of the various **Registered Professionals** (as per table 5.1 above), who will be dedicated to this project as well as details of who will lead the team. Approval must be made in writing to the Department for any replacement of the designated professional/s.
- 7.6 Appointment will be as per Departmental Standard Conditions of Appointment for the respective Discipline.
- 7.7 The estimated construction period of the project is 14 months (Excluding Planning and Tender Stage Stage for the contractor).
- 7.8 The Consultants’ fees are for services required to complete the Framework for Infrastructure Delivery and Procurement Management (FIDPM) Stage 1 to 7 (Gazette **Stages 1 to 6**) of the project.

SECTION O

The evaluation criteria will be in three phases:

1.1 Phase 1: SCM Administrative Compliance

- Correctness of bid documents
- Compliance with bid regulations (registration with CSD, tax clearance certificate and other prescripts requirements)

1.2 Phase 2: Mandatory Criteria

Professional multi-disciplinary consulting team to include Mechanical Engineer as Mechanical Engineer Fire and as Principal Agent to be registered as a Professional Engineer. Mechanical Engineer / Principal Agent to appoint the following team: Architect (Pr Arch), Quantity Surveyor (Pr. QS), Civil Engineer (Pr Eng) Structural Engineer (Pr.Eng.), and Electrical Engineer (Pr.Eng.).

Meeting the mandatory requirement by the entire team is applicable for the evaluation of this bid. Only bids received from teams who meet the criteria as indicated below will be responsive: -.

- Registration on the relevant professional council as a Registered Professional
- Proof of relevant professional indemnity cover is mandatory – Architect 2 Million; QS: R 2,0 million. Civil Engineer: R 2,0 million Structural Engineer: R 2,0 million. Mechanical/Fire Engineer and PA: R 5 million. Electrical Engineer: R2,0 million. Other: R2,0 million.

NOTE to all tenderers: The following **Mandatory requirements are applicable** for the evaluation of this bid. Only bids received from teams who meet the following criteria will be responsive:

Phase 2: Mandatory Technical Requirements

PROFESSIONAL ARCHITECT

No.	Mandatory Technical Criteria Description
1.	Proof of confirmation of Professional Indemnity insurance with minimum value of R2 000 000.00 or more. Documentary proof required: a) An original signed verifiable letter or certified copy of the original letter of confirmation of Professional Indemnity insurance in the insurance company's letterhead. The letter must be from a legally registered financial institution.
2.	A schedule of similar projects Documentary proof required: a) Schedule of previous work completed and commissioned. b) Letters of appointment. c) Reference letters(s) confirming the involvement of the firm in the projects listed in the schedule. Information for a minimum of two similar(2) projects. Bidders are to use the format in appendix F.
3	Details of the key registered professional to be assigned to this project – the professional must

	<p>be able to demonstrate the Architectural experience working with Building Projects and must have a minimum of five years post registration experience.</p> <p>Documentary proof required:</p> <ul style="list-style-type: none"> a) Organogram with details & role of the lead registered professional who will be allocated to this project (the Organogram must show details specific to this discipline only). b) Certified Copies of Architectural qualifications. c) List and Provide evidence of having worked on a minimum of 2 projects related to Hospital-Clinical-Spaces. Including but not limited to the Name of the Project, Date of Project and Value of Project
4	<p>Registration of the key registered professional to be assigned to this project – the professional must be registered as a Professional Architect with the South African Council for the Architectural Profession (SACAP).</p> <p>Documentary proof required:</p> <ul style="list-style-type: none"> a) A copy of valid proof of registration as a Professional Architect with the South African Council for the Architectural Profession (SACAP). <p>Note: The validity of professional registration will also be verified with the South African Council for the Architectural Profession (SACAP).</p>

PROFESSIONAL QUANTITY SURVEYOR

No.	Mandator Technical Criteria Description
1.	<p>Proof of confirmation of Professional Indemnity insurance with minimum value of R2 000 000.00 or more.</p> <p>Documentary proof required:</p> <p>a) An original signed verifiable letter or certified copy of the original letter of confirmation of Professional Indemnity insurance in the insurance company's letterhead. The letter must be from a legally registered financial institution.</p>
2.	<p style="text-align: center;">Schedule of similar Projects</p> <p>Documentary proof required:</p> <p>a) Schedule of previous work completed. b) Letters of appointment. c) Practical completion certificates d) Reference letter(s) confirming the involvement of the firm in the projects listed in the schedule.</p> <p>Information for a minimum of one (1) or more projects commissioned with project value of over eight million rands (R 8 000 000.00) or more (use the format in appendix F).</p>
3	<p>Details of the key registered professional to be assigned to this project – the professional must be able to demonstrate the Quantity Surveying experience and must have a minimum of five years post registration experience.</p> <p>Documentary proof required:</p> <p>a) Organogram with details & role of the lead registered professional who will be allocated to this project (the Organogram must show details specific to this discipline only). b) Certified Copies of QS qualifications. c) List and Provide evidence of having worked on a minimum of 2 projects related to Infrastructure. Including but not limited to the Name of the Project, Date of Project and Value of Project</p>
4	<p>Registration of the key registered professional to be assigned to this project – the professional must be registered as a Professional Quantity Surveyor with the South African Council for Quantity Surveying Profession (SACQSP).</p> <p>Documentary proof required:</p> <p>a) A copy of valid proof of registration as a Professional Quantity Surveyor with the South African Council for Quantity Surveying Profession (SACQSP)</p> <p>Note: The validity of professional registration will also be verified with the South African Council for Quantity Surveying Profession (SACQSP).</p>

PROFESSIONAL STRUCTURAL ENGINEER

No.	Mandatory Technical Criteria Description
1.	<p>Proof of confirmation of Professional Indemnity insurance with minimum value of R2 000 000.00 or more.</p> <p>Documentary proof required:</p> <p>a) An original signed verifiable letter or certified copy of the original letter of confirmation of Professional Indemnity insurance in the insurance company's letterhead. The letter must be from a legally registered financial institution.</p>
2.	<p>A schedule of similar projects.</p> <p>Documentary proof required:</p> <p>a) Schedule of previous work completed and commissioned. b) Letters of appointment. c) Reference letters(s) confirming the involvement of the firm in the projects listed in the schedule.</p> <p>Information for a minimum of two (2) projects. Bidders are to use the format in appendix F.</p>
3	<p>Details of the key registered professional to be assigned to this project – the professional must be able to demonstrate the Structural Engineering experience and must have a minimum of five years post registration experience.</p> <p>Documentary proof required:</p> <p>a) Organogram with details & role of the lead registered professional who will be allocated to this project (the Organogram must show details specific to this discipline only). b) Certified Copies of Engineering qualifications. c) List and Provide evidence of having worked on a minimum of 2 projects related to Infrastructure. Including but not limited to the Name of the Project, Date of Project and Value of Project</p>
4	<p>. Registration of the key registered professional to be assigned to this project – the professional must be registered as a professional engineer with the Engineering Council of South Africa (ECSA).</p> <p>Documentary proof required:</p> <p>a) A copy of valid proof of registration as a Professional Engineer with the Engineering Council of South Africa (ECSA).</p> <p>Note: The validity of professional registration will also be verified with the Engineering Council of South Africa (ECSA).</p>

Note: Consultant/s may be one professional for both civil and structural engineering services, or two separate professionals (with individual PI cover of R2,0m).

PROFESSIONAL CIVIL ENGINEER

No.	Mandatory Technical Criteria Description
1.	<p>Proof of confirmation of Professional Indemnity insurance with minimum value of R2 000 000.00 or more.</p> <p>Documentary proof required:</p> <p>a) An original signed verifiable letter or certified copy of the original letter of confirmation of Professional Indemnity insurance in the insurance company's letterhead. The letter must be from a legally registered financial institution.</p>
2.	<p>A schedule of similar projects</p> <p>Documentary proof required:</p> <p>a) Schedule of previous work completed and commissioned. b) Letters of appointment. c) Reference letters(s) confirming the involvement of the firm in the projects listed in the schedule.</p> <p>Information for a minimum of two (2) projects. Bidders are to use the format in appendix F.</p>
3	<p>Details of the key registered professional to be assigned to this project – the professional must be able to demonstrate the Civil Engineering experience and must have a minimum of five years post registration experience.</p> <p>Documentary proof required:</p> <p>a) Organogram with details & role of the lead registered professional who will be allocated to this project (the Organogram must show details specific to this discipline only). b) Certified Copies of Engineering qualifications. c) List and Provide evidence of having worked on a minimum of 2 projects related to Infrastructure. Including but not limited to the Name of the Project, Date of Project and Value of Project</p>
4	<p>. Registration of the key registered professional to be assigned to this project – the professional must be registered as a professional engineer with the Engineering Council of South Africa (ECSA).</p> <p>Documentary proof required:</p> <p>a) A copy of valid proof of registration as a Professional Engineer with the Engineering Council of South Africa (ECSA).</p> <p>Note: The validity of professional registration will also be verified with the Engineering Council of South Africa (ECSA).</p>

Note: Consultant/s may be one professional for both civil and structural engineering services, or two separate professionals (with individual PI cover of R2,0m).

Mechanical/Fire Engineer and Principal Agent

No.	Mandatory Technical Criteria Description
1.	<p>Proof of confirmation of Professional Indemnity insurance with minimum value of R5 000 000.00 or more.</p> <p>Documentary proof required:</p> <p>a) An original signed verifiable letter or certified copy of the original letter of confirmation of Professional Indemnity insurance in the insurance company's letterhead. The letter must be from a legally registered financial institution.</p>
2.	<p>A schedule of similar projects relating to installation of HVAC Systems within the Hospital Clinical Environment</p> <p>Documentary proof required:</p> <p>a) Schedule of previous work completed and commissioned. b) Letters of appointment. c) Reference letters(s) confirming the involvement of the firm in the projects listed in the schedule.</p> <p>Information for a minimum of two (2) Centralised HVAC system in a Hospital-Clinical-Environment related projects. Bidders are to use the format in appendix F.</p>
3	<p>Details of the key registered professional to be assigned to this project – the professional must be able to demonstrate the Mechanical Engineering experience working with Centralised HVAC Systems and must have a minimum of five years post registration experience.</p> <p>Documentary proof required:</p> <p>a) Organogram with details & role of the lead registered professional who will be allocated to this project (the Organogram must show details specific to this discipline only). b) Certified Copies of Mechanical Engineering qualifications. c) List and Provide evidence of having worked on a minimum of 3 HVAC projects related to Hospital-Clinical-Spaces. Including but not limited to the Name of the Project, Date of Project and Value of Project and contactable references</p>
4	<p>Registration of the key registered professional to be assigned to this project – the professional must be registered as a professional engineer with the Engineering Council of South Africa (ECSA).</p> <p>Documentary proof required:</p> <p>a) A copy of valid proof of registration as a Professional Engineer with the Engineering Council of South Africa (ECSA).</p> <p>Note: The validity of professional registration will also be verified with the Engineering Council of South Africa (ECSA).</p>

Note: Mechanical and Principal Agent is to be the Lead professional and is required to be present at technical and site meetings

PROFESSIONAL ELECTRICAL ENGINEER

No.	Mandatory Technical Criteria Description
1.	<p>Proof of confirmation of Professional Indemnity insurance with minimum value of R2 000 000.00 or more.</p> <p>Documentary proof required:</p> <p>a) An original signed verifiable letter or certified copy of the original letter of confirmation of Professional Indemnity insurance in the insurance company's letterhead. The letter must be from a legally registered financial institution.</p>
2.	<p>A schedule of similar projects.</p> <p>Documentary proof required:</p> <p>a) Schedule of previous work completed and commissioned. b) Letters of appointment. c) Reference letters(s) confirming the involvement of the firm in the projects listed in the schedule.</p> <p>Information for a minimum of two (2) projects. Bidders are to use the format in appendix F.</p>
3	<p>Details of the key registered professional to be assigned to this project – the professional must be able to demonstrate the Electrical Engineering experience and must have a minimum of five years post registration experience.</p> <p>Documentary proof required:</p> <p>a) Organogram with details & role of the lead registered professional who will be allocated to this project (the Organogram must show details specific to this discipline only). b) Certified Copies of Engineering qualifications. c) List and Provide evidence of having worked on a minimum of 2 projects related to Infrastructure. Including but not limited to the Name of the Project, Date of Project and Value of Project</p>
4	<p>. Registration of the key registered professional to be assigned to this project – the professional must be registered as a professional engineer with the Engineering Council of South Africa (ECSA).</p> <p>Documentary proof required:</p> <p>a) A copy of valid proof of registration as a Professional Engineer with the Engineering Council of South Africa (ECSA).</p> <p>Note: The validity of professional registration will also be verified with the Engineering Council of South Africa (ECSA).</p>

1.2. Phase 3: Price & Specific Goals

- Price (Discount offered) and Specific Goals
- Evaluating using the Point System of 80/20 (Price and Specific Goals)

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

(Note to organs of state: Where either the 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	Applicable / Not Applicable	Number of points Allocated (80/20 system)
Ownership by Black People Documentary Proof Required: 1)Original EME or QSE Sworn Affidavit; signed and dated by Commissioner of Oaths for the latest completed financial year of the bidding Entity OR 2.Certified copies of Identity Document/s of the Owners/Shareholders/ Directors of the Bidding Entity	Applicable	5
Ownership by People who are youth	Not Applicable	0
Ownership by People living with Disability	Not Applicable	0
Ownership by People who are Women Documentary Proof Required: 1) Sworn Affidavit; signed and dated by Commissioner of Oaths 2) Certified Copy of Identity Document/s"	Applicable	0
51% Ownership by People who are Military Veterans	Not Applicable	0
Exempted Micro-Enterprise (EME)	Not Applicable	0
Promotion of Enterprises located in a specific municipal area for work to be done or services to be rendered. Documentary Proof Required: 1) Proof of Municipal Account depicting Physical Address of the business OR 2) Lease Agreement"	Applicable	15 – eThekweni Municipality
Promotion of Enterprises located in rural areas	Not Applicable	0

APPENDIX A1 – BID PROFORMA
(To be completed by the Consultant)

Note Value for Fee purposes:
Architect = 20%

General Notes –

- For fee-based appointment allow additional time-based work carried out up to a maximum of 50 hours, by written prior approval of the Dept. 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 & Infrastructure “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)
- Hours will be charged as per DPWI rate
- Latest DPWI rates are to be applied
- Table below is **NOT** to be modified by Consultant.
- **DPWI Health & Safety Agent to be appointed - for projects below R50 000 000.**

TABLE 1		PERCENTAGE BASED FEES			
DISCIPLINE	GAZETTE APPLICABLE PER DISCIPLINE	FEE BREAKDOWN	RAND VALUE	CONSULTANT FULL NAME (Authorized Person)	CONSULTANT SIGNATURE
ARCHITECT	SACAP use rates as per Board Notice 672 of 2024 (Medium Complexity)	Value for Fee Purposes	R _____ excl VAT and disbursements		
		Basic Fee (Primary Fee + Secondary Fee):	R _____		
		Add: Surcharge (_____)%	R _____		
		Sub-Total	R _____		
		Add: Disbursements: 10%	R _____		
		All-inclusive Fee	R _____		
		Less: Discount (_____)%	R _____		
		Sub-Total	R _____		
		Add: VAT @ 15%	R _____		
		TOTAL FEES	R _____		

COMPANY STAMP:

DATE:

Note – Percentage discount above also applies to any additional time-based work.

APPENDIX A2 – BID PROFORMA
(To be completed by the Consultant)

Note Value for Fee purposes:
Civil = 15%

General Notes –

- For fee-based appointment allow additional time-based work carried out up to a maximum of 50 hours, by written prior approval of the Dept. 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 & Infrastructure “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)
- Hours will be charged as per DPWI rate
- Latest DPWI rates are to be applied
- Table below is **NOT** to be modified by Consultant

TABLE 1		PERCENTAGE BASED FEES			
DISCIPLINE	GAZETTE APPLIC. PER DISCIPLINE	FEE BREAKDOWN	RAND VALUE	CONSULTANT FULL NAME (Authorized Person)	CONSULTANT SIGNATURE
CIVIL ENGINEER	ECSA use rates as per Board Notice 783 of 2025	Value for Fee Purposes	R _____ excl VAT and disbursements		
		Basic Fee (Primary Fee + Secondary Fee):	R _____		
		Add: Surcharge (_____)%	R _____		
		Sub-Total	R _____		
		Add: Disbursements: 10%	R _____		
		All-inclusive Fee	R _____		
		Less: Discount (_____)%	R _____		
		Sub-Total	R _____		
		Add: VAT @ 15%	R _____		
		TOTAL FEES	R _____		

COMPANY STAMP:

DATE:

Note – Percentage discount above also applies to any additional time-based work.

APPENDIX A2 – BID PROFORMA APPENDIX A2 – BID PROFORMA
(To be completed by the Consultant)
General Notes –

*Note Value for Fee purposes:
Structural= 15%*

- For fee-based appointment allow additional time-based work carried out up to a maximum of 50 hours, by written prior approval of the Dept. 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 & Infrastructure “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)
- Hours will be charged as per DPWI rate
- Latest DPWI rates are to be applied
- Table below is **NOT** to be modified by Consultant

TABLE 1		PERCENTAGE BASED FEES			
DISCIPLINE	GAZETTE APPLIC. PER DISCIPLINE	FEE BREAKDOWN	RAND VALUE	CONSULTANT FULL NAME (Authorized Person)	CONSULTANT SIGNATURE
STRUCTURAL ENGINEER	ECSA use rates as per Board Notice 783 of 2025	Value for Fee Purposes	R _____ excl VAT and disbursements		
		Basic Fee (Primary Fee + Secondary Fee):	R _____		
		Add: Surcharge (_____)%	R _____		
		Sub-Total	R _____		
		Add: Disbursements: 10%	R _____		
		All-inclusive Fee	R _____		
		Less: Discount (_____)%	R _____		
		Sub-Total	R _____		
		Add: VAT @ 15%	R _____		
		TOTAL FEES	R _____		

COMPANY STAMP:

DATE:

Note – Percentage discount above also applies to any additional time-based work.

APPENDIX A3 – BID PROFORMA
(To be completed by the Consultant)

Note Value for Fee purposes:
Electrical Engineer = 30%

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 & Infrastructure “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)
- Hours will be charged as per DPWI rate
- Latest DPWI rates are to be applied
- 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
ELECTRICAL ENGINEER	ECSA use rates as per Board Notice 783 of 2025	Value for Fee Purposes	R _____ excl VAT and disbursements		
		Basic Fee (Primary Fee + Secondary Fee):	R _____		
		Add: Surcharge (_____)%	R _____		
		Sub-Total	R _____		
		Add: Disbursements: 10% Allowance	R _____		
		All-inclusive Fee	R _____		
		Less: Discount (_____)%	R _____		
		Sub-Total	R _____		
		Add: VAT @ 15%	R _____		
		TOTAL FEES	R _____		

COMPANY STAMP:

DATE:

Note – Percentage discount above also applies to any additional time-based work.

APPENDIX A4 – BID PROFORMA

*Note Value for Fee purposes:
Mechanical Engineer/Fire and PA = 100%*

(To be completed by the Consultant)

General Notes –

- For fee-based appointment allow additional time-based work carried out up to a maximum of 50 hours, by written prior approval of the Dept. 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 & Infrastructure “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)
- Hours will be charged as per DPWI rate
- Latest DPWI rates are to be applied
- 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 (Authorized Person)	CONSULTANT SIGNATURE
MECHANICAL ENGINEER/Fire and Principal Agent	ECSA use rates as per Board Notice 783 of 2025	Value for Fee Purposes	R_____ excl VAT and disbursements		
		Basic Fee (Primary Fee + Secondary Fee):	R _____		
		Add: Surcharge (____)%	R _____		
		Add: Surcharge (____)% (Water supply and drainage systems and fire water systems if applicable)	R _____		
		Add: Fee for Appointment as Principal Agent	R _____		
		Sub-Total	R _____		
		Add: Disbursements: 10% Allowance	R _____		
		All-inclusive Fee	R _____		
		Less: Discount (____)%	R _____		
		Sub-Total	R _____		
		Add: VAT @ 15%	R _____		
		TOTAL FEES	R _____		

Note – Percentage discount above also applies to any additional time-based work.

APPENDIX A5 – BID PROFORMA

*Note Value for Fee purposes:
Quantity Surveyor = 100%*

(To be completed by the Consultant)

General Notes –

- For fee-based appointment allow 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 & Infrastructure “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)
- Hours will be charged as per DPWI rate
- Latest DPWI rates are to be applied
- 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 (Authorized Person)	CONSULTANT SIGNATURE
QUANTITY SURVEYOR	SACQSP use rates as per Board Notice 741 of 2025	Value for Fee Purposes	R _____ excl VAT and disbursements		
		Basic Fee (Primary Fee + Secondary Fee):	R _____		
		Add: Surcharge if applicable (_____)%	R _____		
		Sub-Total	R _____		
		Add: Disbursements: 10% Allowance	R _____		
		All-inclusive Fee	R _____		
		Less: Discount (_____)%	R _____		
		Sub-Total	R _____		
		Add: VAT @ 15%	R _____		
		TOTAL FEES	R _____		

COMPANY STAMP:

DATE:

Note – Percentage discount above also applies to any additional time-based work.

APPENDIX B

SUMMARY OF PROFESSIONAL FEES

APPOINTMENT OF A REGISTERED PROFESSIONAL MULTI-DISCIPLINARY CONSULTING TEAM (ARCHITECT /, QUANTITY SURVEYOR, CIVIL / STRUCTURAL ENGINEER, ELECTRICAL ENGINEER, MECHANICAL AND FIRE ENGINEER AND PA) TO PROVIDE PROFESSIONAL SERVICES FOR THE PROJECT: DEPARTMENT OF HEALTH: RK KHAN HOSPITAL: REINSTATEMENT OF HVAC TO EXISTING THEATRES

DISCIPLINE	FEES OFFERED
ARCHITECT	R
QUANTITY SURVEYING	R
STRUCTURAL ENGINEERING	R
CIVIL ENGINEERING	R
MECHANICAL/FIRE ENGINEERING AND PRINCIPAL AGENT	R
ELECTRICAL ENGINEERING	R
TOTAL CARRIED OVER TO FORM OF OFFER (SECTION G)	R

Note to the bidder:

- a) Total fees offered to be carried over to 'Section G' on page 21, and 'Pricing Schedule' SBD 3.3 on page 16.
- b) Achievement in the contract skills development goal (CSDG) is required, per the Cl.D.B Build Program.

APPENDIX C – RETURNABLE DOCUMENTS

CHECKLIST OF RETURNABLE DOCUMENTS			
Item No.	Required Document	Tick	
		Y	N
1.	Valid SARS Tax Clearance Pin Number, Tax number or original tax Clearance certificate (to be labelled as E1)		
2.	Central Supplier Database Registration with National Treasury (Unique Reference Number & Supplier Number)		
3.	Proof of Registration with Council (Attach Letter of Good standing with the relevant council, if applicable, dated during the year of the Bid) (to be labelled as E2)		
4.	Proof of Registration with Companies and Intellectual Property Commission (CIPC) (printout not older than 1 month) (to be labelled as E3)		
	Bidder's Disclosure – SBD4		
5.	Proof of Specific Goals met (80/20 system)		
6.	Proof of Residential Address (Municipality Rates Bills, Telephone Bill, or current lease agreement letter from Ward Councilor or affidavit from Commissioner of oaths, if office is in an area where rates are not paid) (to be labelled as E4)		
7.	Bid from the Consultant (Attach Appendix A1 – A5 – Stamped and dated)		
8.	Proof of relevant professional indemnity cover where applicable (minimum) – <ul style="list-style-type: none"> - Architect & QS: R 2,0 million each - Civil/Structural: R 2,0 million each - Mechanical/Fire and PA : R 5 million - Electrical Engineer: R 2, million - Other: R 2,0 million - (To be labelled as E5) 		
9.	Professional Status Declaration		
10.	Appendix F – CV Template (per discipline / professional).		
11.	Appendix G – Schedule of previous work (Architect / Principal Agent)		
12.	Appendix H – Template for traceable references (Architect / PA).		

APPENDIX D – 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 Department of Public Works & 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 Part A (Invitation to Bid) under item any enquiries regarding technical information may be directed to:
3.4.1	Communication by e-mail is 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	<p>For fees stipulated as "value based" in C2.1 Pricing Instructions, <u>C2.1.1.1</u>:</p> <p>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> <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</p>

	<p>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> Project Execution Plan (PEP): 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>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.</p>
4.4	A list of others providing Services on this Project will be provided by the Project Manager.
5.4.1	<p>Minimum professional insurance cover per discipline 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. Proof of relevant professional indemnity cover per discipline must be included in your tender submission (as per checklist on page 69). A letter of intent/undertaking from an insurance company for the total cover per discipline must also be submitted. The successful bidder must then confirm this insurance within 14 days of award of this tender.</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"> 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 / 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 equivalent to professional insurance.
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</p>

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:

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 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 principal 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.

C2.2.1.3 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.

C2.2.1.4 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

C2.2.1.5 The tenderer must make provision for all activities necessary for the execution of the service as set out in the Scope of Services.

C3 CIDB B.U.I.L.D Program

C3.1. In terms of sections 5(2) of the Construction Industry Development Board (CIDB) Act, 2000 Act no.38 of 2000 (the Act), the CIDB is empowered to promote best practice Standards. This best practice Standard for developing skills through infrastructure contracts, establishes the minimum contract skills development goals to be achieved in the performance of such contracts relating to the provision of workplace opportunities, linked to or leading to:

- a) a part- or full occupational qualification registered on the National Qualification Framework.
- b) a trade qualification leading to a listed trade (GG No. 35625, 31 August 2012);
- c) a national diploma registered on the National Qualification Framework; and

d) registration in a professional category by one of the professional bodies listed in the standard

C3.2. If the cost of PSP's exceeds R5m, Skills development should apply as per Gazette 48491 of 28 April 2023.

- Method 3 - To provide work integrated learning opportunities for; University of Technology; or comprehensive University P1 & P2. is Applicable to this project.

Contract Skills Development Goal (CSDG): 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.

Appendix E: CIDB B.U.I.L.D. PROGRAM *(complete only if applicable)*

The CIDB Standard for Developing Skills through Infrastructure Contracts establishes a minimum contract skills development goal (CSDG) which is achieved by providing training opportunities in line with the CIDB Standard. The Standard should be applied to a **contract with a duration of 12 months or more**, and a **minimum contract amount of R5 million** (professional fees incl. VAT) and above for public sector projects.

Determining the CSDG

This shall be determined by the Principal Agent and expressed in hours at a minimum of: the professional fees (in millions) multiplied by 150. *For example: for professional fees estimated to be = R5 123 000,00 -*

A – CSDG in hours

B – Professional Fees

C – 150 (150 / Rmillion of professional fees)

$A = B \times C$

E.g. $R5,123m \times 150 \text{ hours} = 768,45 \text{ hours (769)}$

Therefore, in the example above, the PSP must provide 768 hours of placement using **Method 3** and / or **Method 4** of the Standard. Methods 3 and 4 are applicable to Work Integrated Learners and Candidates for professional registration. Table 3 (in Practice Guideline 2) outlines the payment to the PSP for Stipends and Additional costs to accommodate the learner and/or candidate

The PSP must now convert the hours into months and multiply it to the notional cost of the applicable method using Table 3 of the Standard. For example -

A – Duration of placement in hours

8 – number of working hours per day

21,67 – number of working days per month

D – Duration of placement in months.

E.g. $D = A / 8 / 21.67$
 $= 769 / 8 / 21.67$
 $= 4,435 \text{ months}$

Allocation of Hours

The PSPs may determine if the hours are allocated to one person or split between two or more people, this is dependent on the capacity of the PSP, the duration of the project and nature of the project.

Example 1 – Allocation of required placement hours

No. Candidates	Profession	Duration of Placement
1	Architectural	4,435 months
Total duration of placement		4,435 months

Example 2 – Allocation of required placement hours

No. Candidates	Profession	Duration of Placement
1	Architectural	2,0 months
2	Quantity Surveyor	2,435 months
Total duration of placement		4,435 months

Cost of Placement:

The PSP needs to consider the notional cost of placement per learner per quarter that is applicable, multiplied by the duration of placement. *For example –*

Monthly cost for Method 4 per quarter (i.e. 3 months) – R61 500 / 3 = R20 500

CSDG in Rands: 4,435 months x R20 500 = **R90 917,50**

Therefore, in the above example, the total cost of placement for a candidate with a 360-credit qualification for a period of 4,435 months is R90 917,50 – including the stipend, mentorship and the provision of additional cost as described in the Standard.

Note: For further information refer to: *Standard for the CIDB B.U.I.L.D program, Practice Guideline #2*, and: <https://www.cidb.org.za/clients/b-u-i-l-d-programme/about-the-cidb-b-u-i-l-d-programme/>.

To be completed by the bidder (only if applicable):

Determining the CSDG

R _____ x 150 = _____ hours
(professional fees)

_____ / 8 / 21,67 = _____ months
(duration of placement hours)

Cost of Placement *(complete only which method/s is/are applicable)*

Method 3 per quarter = R _____ *(National Diploma or Degree)*

Method 4 per quarter = R _____ *(360-credit qualification)*

Method 4 per quarter = R _____ *(480-credit qualification)*

CSDG in Rands:

_____ x R _____ = R _____
(months) (monthly amount) (cost for method 3)

_____ x R _____ = R _____
(months) (monthly amount) (cost for method 4)

_____ x R _____ = R _____
(months) (monthly amount) (cost for method 4)

Total cost of placement (_____ months) = R _____

Note: Carry total cost to 'Summary of Fees' on page 68

Appendix F: CV Template

Template is also attached in MS Word format for completion by bidders.

Personal Information:	Surname			
	First names			
	Identity Number			
	Date of birth (dd/mm/yyyy)			
	Sex	Female		Male
	Nationality			
Contact Details:	Telephone number (land line)			
	Cell Number			
	Email Address			
Proposed Role: (tick the relevant box)	Team leader			
	Team member			

1. Professional background checks

Are you a South African citizen?	Yes		No	
If no, what is your nationality?				
Do you have a valid work permit? (only if non-South African)	Yes		No	
Are you currently in the employ of the state	Yes		No	
If yes, please provide details				
Have you ever been charged and convicted with a criminal offence?	Yes		No	
If yes, please provide details of offence and the sentence imposed:				
Do you have any pending criminal case against you?	Yes		No	
If yes, please provide details				
Have you ever been dismissed for misconduct?	Yes		No	
If yes, please provide details				
Do you have any pending disciplinary case against you?	Yes		No	
If yes, please provide details				
Have you resigned from a recent job pending any disciplinary proceeding against you?	Yes		No	
If yes, please provide details				

2. Candidate's Professional History / References

(Add additional entries if required. Start with the most recent employment and include the start date (MM/YY) and end date (MM/YY) related to each employment under the first column.)

Date	Start	M	Y	End	M	Y
Position Held						
Description of your duties; highlighting experience relevant to the services required in this bid.						
Employer's Name						
Employer's contact details	Contact No.			Email		
Date	Start	M	Y	End	M	Y
Position Held						
Description of your duties; highlighting experience relevant to the services required in this bid.						
Employer's Name						
Employer's contact details	Contact No.			Email		
Date	Start	M	Y	End	M	Y
Position Held						
Description of your duties; highlighting experience relevant to the services required in this bid.						
Employer's Name						
Employer's contact details	Contact No.			Email		

Bidders must note that for evaluation purposes experience not relevant to services required in this bid will not be considered or counted in the overall number of years' experience.

3. Record of Professionals Experience in area/s of expertise required.

Insert area of expertise (e.g. Project Management)	
Specific experience in Area of Expertise required	
<p><i><In 600 words or less, please highlight the demonstrated knowledge and experience you have in the role selected as per the Mandatory Evaluation Criteria of the tender document.</i></p>	

4. Tertiary qualifications: *(Add entries if required. Start from the most recent)*

Qualification Awarded	
Name of Institution	
Date	
Qualification Awarded	
Name of Institution	
Date	
Qualification Awarded	
Name of Institution	
Date	
Qualification Awarded	
Name of Institution	
Date	

5. Membership of Professional Bodies:

Professional body name	
Membership no.	
Professional body name	
Membership no.	
Professional body name	
Membership no.	

- Copies of all qualifications must be attached.
- International qualifications must be accompanied by SAQA accreditation. Certificate of membership shall not be deemed as proof of educational qualification.
- Non-submission of academic qualifications and SAQA accreditation certificate (if applicable) will result in disqualification.

Appendix G: Schedule of previous work on projects of a similar nature

Projects submitted as a demonstration of the Professionals experience:

No.	PROJECT NAME	PROJECT DESCRIPTION / TYPE	START DATE	END DATE	PROJECT % COMPLETE (IF ONGOING)	PROJECT VALUE
1.						R
2.						R
3.						R

Traceable References with valid contact information to be completed on the standard template (Appendix G), per project submitted above. Additional templates may be included, if required. Templates available in MS Word format for completion by tenderers.

I hereby confirm that the above information is true and accurate and that my CV has not been submitted by another service provider for the same bid.

Name: _____

Signature: _____

Date: _____

APPENDIX H – FORMAT FOR TRACEABLE REFERENCE LETTERS

Bidders Full Name:			
Referee Full Name & Role (e.g. project client / dept. project leader):			
Contact No./s: (1)	(2)	(3)	
Email Address:		Other Contact Details:	
Project Description (incl. WIMS no if applicable):			
Has the project been completed? <input type="checkbox"/> YES <input type="checkbox"/> 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 service provider again? <input type="checkbox"/> YES <input type="checkbox"/> NO			
Overall Impression of the service delivered by the Professional service provider:			
Other Comments:			
Approximate value of contract / Value for fee purposes: (strike off whichever is not applicable) R _____			Completion Date: _____
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.