



**KWAZULU-NATAL PROVINCE**

HEALTH  
REPUBLIC OF SOUTH AFRICA

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**PROJECT NO.** : ZNB 5117/2023-H

**DESCRIPTION OF SERVICE** : APPOINTMENT OF A MULTIDISCIPLINARY PROFESSIONAL TEAM LED BY AN ARCHITECT FOR MTUBATUBA FORENSIC MORTUARY: PROPOSED NEW M2 FORENSIC MORTUARY.

**DISCIPLINES** : MULTIDISCIPLINARY COMPRISING OF QUANTITY SURVEYOR, CIVIL/STRUCTURAL ENGINEER, MECHANICAL ENGINEER, ELECTRICAL ENGINEER AND CONSTRUCTION HEALTH AND SAFETY AGENT TEAM LED BY AN ARCHITECT

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

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

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## **SECTION A INVITATION TO BID**

### **DESCRIPTION:**

THE APPOINTMENT OF A MULTIDISCIPLINARY PROFESSIONAL TEAM LED BY AN ARCHITECT FOR MTUBATUBA FORENSIC MORTUARY: PROPOSED NEW M2 FORENSIC MORTUARY.

Project Number : ZNB 5117/2023-H  
Closing Date : 12 April 2024  
Closing Time : 11:00 AM

#### Compulsory Briefing

Date : 14 March 2024  
Time : 12:00 PM  
Venue : Mtubatuba, 176 Jacaranda Avenue (On-Site)

<b>Bid Validity Period: 84 Calendar Days</b>
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THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM

THIS BID ALLOWS FOR MULTIPLE AWARDS TO BE MADE

### **BID DOCUMENTS MAY BE POSTED TO:**

HEAD: DEPARTMENT OF HEALTH  
CENTRAL SUPPLY CHAIN MANAGEMENT DIRECTORATE  
PRIVATE BAG X9051  
PIETERMARITZBURG, 3200

OR

### **DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS):**

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

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

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

### **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)**

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

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

NAME OF BIDDER: \_\_\_\_\_

POSTAL ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Code: \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

Code: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

Code: \_\_\_\_\_

Number: \_\_\_\_\_

CELL PHONE : \_\_\_\_\_

Code: \_\_\_\_\_

Number: \_\_\_\_\_

FACSIMILE NUMBER: \_\_\_\_\_

Code: \_\_\_\_\_

Number: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

VAT REGISTRATION NUMBER: \_\_\_\_\_

SIGNATURE OF BIDDER: \_\_\_\_\_  
\_\_\_\_\_

DATE: \_\_\_\_\_  
\_\_\_\_\_

CAPACITY UNDER WHICH THIS BID IS SIGNED: \_\_\_\_\_

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

Department : KZN - DEPARTMENT OF HEALTH  
Contact Person : Junitha Sookraj  
Tel : (033) 815 8369  
E-mail address : junitha.sookraj@kznhealth.gov.za

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

Department : KZN - DEPARTMENT OF HEALTH  
Contact Person : Deon P. van Wyk  
Tel : (033) 940 2558/ 079 886 2080  
E-mail address : deon.vanwyk@kznhealth.gov.za

## **SECTION B**

### **SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF FORMS**

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

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and vice versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances, whatsoever may the bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
4. Bid submitted must be complete in all respects.
5. Bid shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.
6. Each bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, such bids will be rejected as being invalid.
7. A specific box is provided for the receipt of bids, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.
8. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the bid documentation, and proof of posting will not be accepted as proof of delivery.
9. No bid submitted by telefax, telegraphic or other electronic means will be considered.
10. Bid documents must not be included in packages containing samples. Such bids will be rejected as being invalid.
11. Any alteration made by the bidder must be initialled.
12. Use of correcting fluid is prohibited and will render the bid invalid.
13. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.

## **SECTION C**

### **REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE**

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

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CSD NUMBER

**SECTION D  
DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE IS  
CORRECT AND UP TO DATE**

(To be completed by bidder)

This is to certify that I

.....  
(name of bidder / authorised representative)

Who represents

.....  
(state name of bidder)

Am aware of the contents of the Central Supplier's Database with respect to the bidder's details and registration information, and that the said information is correct and up to date as on the date of submitting this bid.

In addition, I am aware that incorrect or outdated information may be a cause for disqualification of this bid from the bidding process, and/or possible cancellation of the contract that may be awarded on the basis of this bid.

.....  
Name of bidder

.....  
Signature of bidder or authorised representative

.....  
Date

## SECTION E

### BIDDERS DISCLOSURE – SBD 4

#### 1. PURPOSE OF THE FORM

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

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

#### 2. Bidder's declaration

2.1 Is the bidder or any of its directors / trustees / shareholders / members / partners or any person having controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES / NO**

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

Full Name	Identity Number	Name of State institution

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

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

2.2.1 If so, furnish particulars:  
\_\_\_\_\_  
\_\_\_\_\_

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

2.3.1 If so, furnish particulars:  
\_\_\_\_\_  
\_\_\_\_\_

**3. DECLARATION**

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 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.

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

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

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

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

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

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**Signature**

---

**Date**

---

**Position**

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**Name of Bidder**

## SECTION F FORM OF OFFER AND ACCEPTANCE

### 1. Offer

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

**An Entity to provide a multidisciplinary team of experienced and skilled professional consulting services with an Architect as Lead Consultant**

For the project: **Appointment of a Multidisciplinary Professional Team Led by an Architect for Mtubatuba Forensic Mortuary: Proposed New M2 Forensic Mortuary.**

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

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

### 2. Price

The offered price for Architectural and other Consultancy Services, inclusive of value added tax, is

R (in figures)

---

and,

---

Rand (in words)

---

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

3. This offer is made by the following Legal Entity: **(please cross out the block that is not applicable)**

	or	
Company or Close Corporation		Natural person or Partnership
Registration number:		Identity number:
Income Tax Reference number:		Income Tax Reference number:

and who is (if applicable):

Trading under the name and style of:

.....

and who is:

.....

Represented herein, and who is duly authorised to do so, by:

.....

In his/her capacity as:

Note: A resolution / power of attorney, signed by all the directors / members / partners of the legal entity must accompany this offer, authorising the representative to make this offer.

4. **Signed for the bidder:**

.....  
Name of representative

.....  
Signature

.....  
Date

**5. Witnessed by:**

.....  
Name of representative

.....  
Signature

.....  
Date

**6. Domicilium Citandi Et Executandi**

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

Street address::

.....  
.....  
.....

Code:

Postal address

.....  
.....  
.....

Code:

Telephone:

Code:

Number:

Cell phone :

Code:

Number:

Facsimile number:

Code:

Number:

E-mail address:

.....

.....  
Banker:

.....  
Branch:

**7. Acceptance**

By signing this part of this form of offer and acceptance, the Employer identified below accepts the bidder's offer. In consideration thereof, the Employer shall pay the Service Provider the amount due in accordance with the conditions of Contract identified in the Contract Data. Acceptance of the bidder's offer shall form an agreement between the Employer and the bidder upon the terms and conditions contained in this agreement and in the Contract that is the subject of this agreement.

## **8. The terms of the Contract**

The terms of the Contract are contained in:

Part C1 Agreements and Contract Data, (which includes this agreement) Part C2 Pricing Data

and;

Documents or parts thereof, which may be incorporated by reference into Parts C1 to C2 above.

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

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

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

**9. Signed for the Employer:**

.....  
Name of representative

.....  
Signature

.....  
Date

Street address: .....

.....

.....

Code: .....

Telephone: Code: ..... Number: .....

Facsimile number: Code: ..... Number: .....

**10. Witnessed by:**

.....  
Name of representative

.....  
Signature

.....  
Date

**11. Schedule of Deviations**

1	Subject	.....
	Details	..... ..... ..... .....
2	Subject	.....
	Details	..... ..... ..... .....
3	Subject	.....
	Details	..... ..... ..... .....
4	Subject	.....
	Details	..... ..... ..... .....
5	Subject	.....
	Details	..... ..... ..... .....

By the duly authorised representatives signing this agreement, the Employer and the Tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

## **SECTION G**

### **SPECIFICATIONS, SCOPE, EVALUATION**

#### **AN ENTITY TO PROVIDE A MULTIDISCIPLINARY TEAM OF EXPERIENCED AND SKILLED PROFESSIONAL CONSULTING SERVICES WITH AN ARCHITECT AS LEAD CONSULTANT**

##### **Project Description:**

The proposed new Mtubatuba M2 Forensic Mortuary will provide much needed pathology services in the uMkhanyakude Health District. It is a new facility and will be the only Medico-Legal Mortuary (MLM) in uMkhanyakude District. The proposed new Mtubatuba MLM will require adjusted referral pathways. This means that all Health facilities in the UMkhanyakude district will refer forensic pathology cases to the new MLM instead of Richards Bay.

This project will aim to provide a salutogenic and fully compliant state of the art forensic mortuary which will contribute to KZN-DOH achieving improved management of pathology services. Furthermore, this facility will increase the value of the Department of Health's Infrastructure.

The proposed new Mtubatuba M2 Forensic Mortuary is situated in Mtubatuba Town at 176 Jacaranda Avenue and is in close proximity of the Mtubatuba South African Police Services (SAPS). Mtubatuba is in the uMkhanyakude Health District.

##### **Referral Pathway**

The proposed new Mtubatuba MLM will require adjusted referral pathways. This include that all Health facilities in the UMkhanyakude district refer forensic pathology cases to the new MLM instead of Richards Bay.

Due to the lack of a MLM in uMkhanyakude District, service delivery is severely delayed.

##### **Project requirements for the new Mtubatuba Forensic Mortuary:**

Design and construct a new mortuary complete with:

- Public zone/Outer zone
  - Security, Reception, waiting, viewing, security and access roads, pathways and parking, and so on
- Clinical zone/Intermediate zone
  - Drop off and dispatch
  - Body storage
- Inner zone/Nucleus
  - Body preparation area
  - Autopsy area
- Administration zone
  - Offices, meeting room
- Service support zone
  - Storage areas, Waste management facilities, Plant rooms and other services

## 12. Project Details

### The Site:

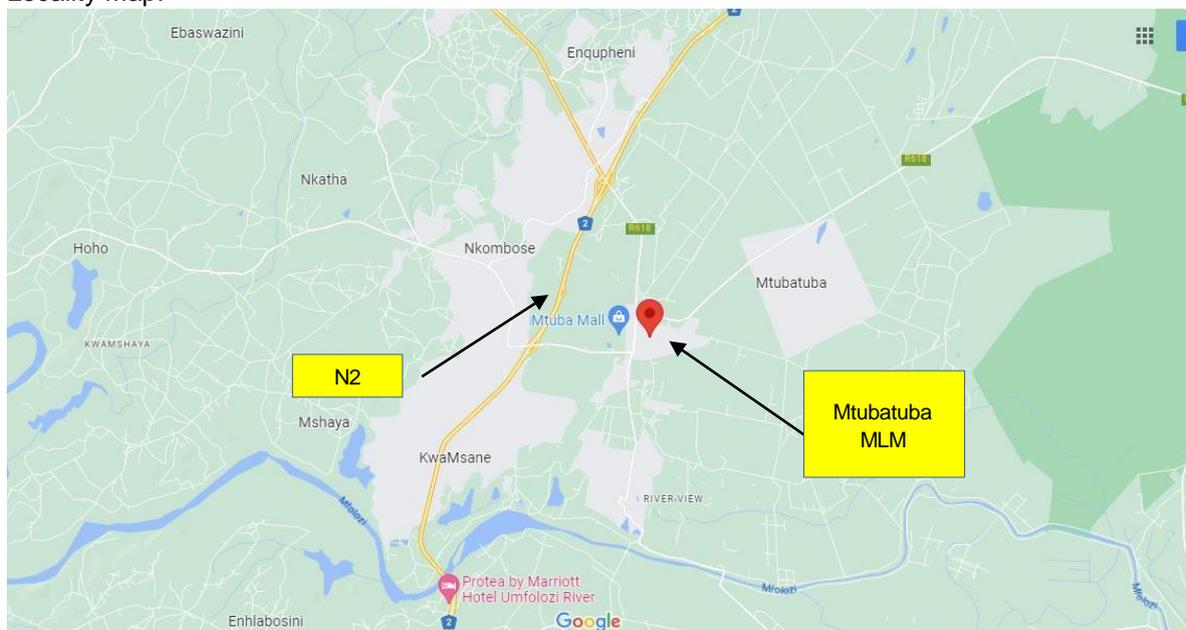
The proposed Mtubatuba Medico-Legal Mortuary will be located in Mtubatuba at 176 Jacaranda Avenue. It is within close access to the N2, the main route linking the N2 to the North which includes Nature Reserves, access to Eswatini, Mozambique and a number of health facilities, thus a busy transport route.

### Existing infrastructure

There is an unused and fairly dilapidated building currently on site. The superstructure appears to be in good condition although the roof would have to be completely replaced. Re-configuration and re-use of the existing building structure should be seriously considered as this will shorten the construction timelines considerably.

Land Owner:	Government - Provincial		
Street Address (or directions):	176 Jacaranda Avenue, Mtubatuba.		
Postal Address:	New facility – Postal address to be confirmed		
Telephone Number:	New facility – Telephone number to be confirmed		
Hospital Manager:	TBC		
Cadastral Description:	Latitude:	-28.426761	Longitude: 32.189855
Zoning:	TBC		
Planning restrictions:	TBC		
Existing Infrastructure	There is currently no existing Medico-Legal infrastructure in Mtubatuba.		

### Locality Map:



Map 1: Proposed location of new Jozini M2 Forensic Mortuary  
 Source: Google Maps



Photo 2 and 3: Site location  
 SOURCE: Google Maps

### 13. Project Outcomes:

- To build a new fully resourced M2 Medico-Legal Mortuary.
- To enhance uMkhanyakude district MLM services.
- To ensure compliance National Code of Guidelines for Forensic Pathology Services.
- To ensure that the environment is conducive in terms of OHS for staff working at the facility and to ensure dignity and privacy for public utilising the facility.

- To ensure that the dignity and the rights of the deceased are maintained.

#### 14. Project Output:

The objective of the project is to create a one-stop forensic pathology centre to serve the community of uMkhanyakude District.

#### 15. Scope of Works of the Construction Project:

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

#### 16. Statutory Requirements:

Legislation:	All applicable Acts and Regulations pertaining to the Health Environment; OHS Act and Regulations; and All applicable Acts and Regulations for the various Professional Consultancy Services
Norms:	Infrastructure Unit Support Systems (IUSS) guidelines
Standards:	Infrastructure Unit Support Systems (IUSS) guidelines; <b>Standard for Infrastructure Procurement and Delivery Management; Framework for Infrastructure Delivery and Procurement Management</b> and All applicable standards, regulations and/or specifications of KZN Department of Health
Policies:	All applicable policies of KZN Department of Health
Other Requirements:	Relevant SANS codes All applicable standards, regulations and/or specifications of KZN Department of Health

#### 17. Required Multidisciplinary Team Composition

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

#### 18. Scope of Services required from Team of Professional Service Providers (PSP):

The standard services/deliverables required (for All Construction Stages) from the consultants are as set out in the following government gazettes:

##### 18.1. Architect including Principal Consultant and Principal Agent Services

South African council for the Architectural Profession, Board Notice 122 of 2015, Government Gazette No. 38863, 12 June 2015. PSP scope will also include research and proposals relating to 'green' design principals and initiatives on the project.

## 18.2. Quantity Surveyor

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

## 18.3. Engineers

Engineering Council of South Africa, Board Notice 138 of 2015, Government Gazette No. 39480 of 04 December 2015. PSP scope will also include research and proposals relating to 'green' design principals and initiatives on the project.

## 18.4. Construction Health & Safety Agent

All roles, responsibilities and deliverables as stated in the South African Council for the Project and Construction Management Professions, Board Notice 167 of 2019 Government Gazette No. 42697 of 13 September 2019 pertaining to the Construction Health and Safety Profession

## 18.5. Land Surveyor

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

## 18.6. Geotechnical Engineer

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

In addition to the above, the scope of services for all consultants will include the corresponding deliverables as stated in the Standard for Infrastructure Procurement and Delivery Management and the Framework for Infrastructure Delivery and Procurement Management (FIDPM).

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

- 19.1. Extensive consultation is to take place over all construction stages which will include (but is not exclusive) consultation with:
- DOH District: uMkhanyakude District
  - DOH Head Office: Infrastructure Development, District Health Services
  - National DOH
  - Local authority
  - Other Authorities
  - Statutory bodies
  - Other Departments
- 19.2. All consultants will be required to present end of stage deliverables for review and recommendations to the Health Infrastructure Approval Committee according to FIDPM and KZN DOH policies.
- 19.3. All additional required presentations to be done as may be required
- 19.4. All approvals to be acquired as may be required

## 20. Planning and Programming

The Employer is desirous that the project follow the timelines shown below. However, should the bidder feel that these timelines are not achievable then the Bidder must submit a motivation as to why it considers them not achievable and must propose alternative timelines for the Employer's consideration and approval.

PSP Deliverables according to FIDPM stages of work	Duration to produce deliverables from each stage
Stage 1: Inception Stage 2: Concept & Viability Report Stage 3: Design Development Report Stage 4: Documentation	12 months
Stage 5: Works	12 months
Stage 6: Handover	1 month
Stage 7: Project Close Out	15 months

The Lead Consultant is required to submit for approval a formal programme listing activities, level of detail, critical path activities and their dependencies, frequency of updating key dates, particulars of phased completion, programme constraints, milestone dates for completion, etc. including the activities to be carried out by the Employer or by others.

## 21. Software Application for documents

- Programming software shall be the latest version of MS Projects
- Drawing programme software will be the latest version/s of Autodesk AutoCAD and/or Revit
- Quantity surveying software will be the latest version of WinQS

- General software will be MS Office based software and Adobe Acrobat

## 22. Use of Reasonable Skill and Care

The Lead consultant and individual team members are to consist of one or more Registered Professionals as per the relevant Councils. They are required to perform the required service with reasonable skill, care and diligence.

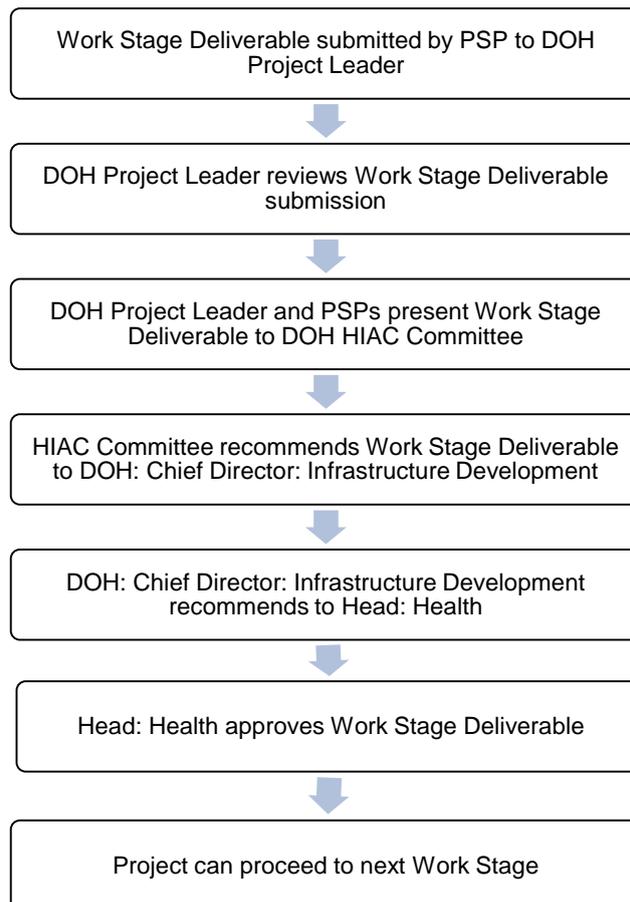
## 23. Co-operation with Other Service Providers and Affected Parties

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

## 24. Copyright

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

## 25. General Approval Process per Work Stage



## 26. Access to Land / Buildings / Sites

Arrangements for access to land / buildings / sites and any restrictions thereto shall be the responsibility of the Employer. However, the Lead Consultant shall be aware of such arrangements and advise the Employer's Project Manager timeously to prevent any delays that may arise due to restricted access.

## **27. Quality Management**

The Bidder shall submit their proposed quality assurance plan and control procedures to fulfil their duties as stipulated in the relevant clauses of the appropriate discipline's Guideline Scope of Services.

## **28. Format of Communications**

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

## **29. Key Personnel**

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

## **30. Management Meetings**

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

## **31. Forms for Contract Administration**

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

## **32. Daily Records**

Daily time sheets of all personnel on the project shall be kept by the Lead Consultant and will be made available as required to the Employer. Time sheets are to clearly state work performed.

## **33. Fee Claims**

Receipt and subsequent approval (by Head of Health or designated relevant authority) of all deliverables as stipulated under the relevant Construction Work Stage (Work Stages 1, 2, 3, 4 and 6) of the relevant gazettes as stated in point 18 above and corresponding FIDPM Stages (1 to 7), is a prerequisite for payment of said stage. Only Construction Work Stage 5 will receive interim payments on a quarterly basis based on the proportion of the value of construction work completed at the time of invoice.

Payment of disbursements is based on a proven cost basis only in accordance with the National Department of Public Works, Rates for Reimbursable Expenses. Further clauses relating to the claiming and payment of fees and disbursements are stated in under point 28 and C2. PRICING DATA.

Should deliverables as referenced under the Scope of Services (Section G, point 8) not be required, fees will be revised to align with the reduced scope of work.

Payment of fees shall be apportioned to Construction Work Stages (Stages 1-6) in accordance with the tables below:

Architecture (Principal Consultant and Principal Agent)

Stage 1	5%
Stage 2	15%
Stage 3	20%
Stage 4	30%
Stage 5	27%
Stage 6	3%

Quantity Surveying

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

Electrical Engineering

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

Mechanical Engineering (including Fire and Wet Services Engineer)

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

#### Civil Engineering

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

#### Structural Engineering

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

#### Construction Health and Safety

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

### **34. Use of Documents by the Employer**

Critical information, which will track the progress of the project, will be recorded and updated by the Lead Consultant on a monthly basis. These will be presented to the Employer as required by the Lead Consultant and other relevant professionals and may include but not be limited to the following documents:

- Progress reports
- Financial control methodology - cost reports and cash flows
- Risk registers including full risk assessments and mitigating action
- Issue registers including full analysis and action plans
- Project programmes

### **35. Mentorship of Employers Trainees / Interns**

From time to time, the Employer may second trainees / interns to the Consultant/s. The Consultant/s shall provide structured mentorship and exposure to seconded trainees / interns. A training / activity schedule shall be prepared for each trainee / intern for the duration of his or her stay on the project. The schedule shall have clear targets and objectives, which will be measured at the end of the training period. The Consultant/s shall allocate a mentor for each trainee / intern who will be responsible for the learning outcomes for the period of secondment.

The mentorship and training falls beyond the Consultant/s obligations in terms of criteria under Section G – Specifications.

A separate training and mentorship agreement will be concluded with the Consultant/s at the time of placing trainees / interns.

### **36. Project**

The estimated project works value is R 84 912 000.00 (Eighty-Four Million, Nine Hundred and Twelve Thousand Rands, Exclusive of 15% VAT) and is a new build. Please refer to the Project Brief attached as Appendix D for project details and the proposed full scope of the project.

### **37. Cost and pricing of the project**

Professional Fees for the team shall be tendered as a PERCENTAGE based on the value of the construction works taking into account all requirements as per the stated Scope of Services (Section G, Item 18). The percentage shall then be apportioned by percentage amongst the various professional disciplines. The percentage shall remain fixed for the entire project however the apportionment amongst the various disciplines may change should it be required. Changes to the apportionment are to be agreed by the Professional Team and the Employer is to be duly informed in writing by an official letter from the Project Manager, prior to any further payments. Disputes relating to the apportionment of total fees are to be resolved by the Professional Team.

The tendered percentage is to include for any and all surcharges applicable to the project for all professionals and THE TENDERED PERCENTAGE SHALL REMAIN UNCHANGED FOR THE DURATION OF THE PROJECT. The value of works for fee purposes in this tender document has been estimated. No additional surcharges shall be applicable for any material adjustment in the value of the project, both upwards and downwards, and the tendered percentage shall be applicable to the revised value.

Should deliverables as referenced under the Scope of Services (Section G, point 18) not be required, fees will be revised to align with the reduced scope of work.

All other adjustment of fees for each professional discipline will be regulated by the relevant Government Gazette (as stated in Section G, point 18 above).

### **38. Project Details**

38.1. You are requested to quote for the delivery of Lead Consultant Services, Principal Agent Services and the appointment of a Multi-disciplinary team, and their total costs, which should as a minimum consist of:

- Architect (Lead Consultant/Principal Agent)
- Quantity Surveyor
- Civil Engineer
- Structural Engineer
- Mechanical Engineer
- Electrical Engineer
- Construction Health and Safety Agent
- Land Surveyor (Appointed Post Award)
- Geotechnical Engineer (Appointed Post Award)

The relevant Guidelines are as per the following:

Architect	South African Council for the Architectural Profession, Board Notice 122 of 2015, Government Gazette No. 38863, 12 June 2015
Quantity Surveyor	The South African Council for the Quantity Surveying Professions, Board Notice 170 of 2015, Government Gazette No. 39134 of 28 August 2015
Civil/Structural, Mechanical & Electrical Engineers	Engineering Council of South Africa, Board Notice 138 of 2015, Government Gazette No. 39480, 04 December 2015
Construction Health and Safety	South African Council for the Project and Construction Management Professions, Board Notice 167 of 2019 Government Gazette No. 42697 of 13 September 2019

- 38.2. Consultants will be expected to attend all necessary meetings with various stakeholders as reasonably required.
- 38.3. Consultants will be expected to attend a minimum of two (2) site meetings per month during the construction stage.
- 38.4. Disbursements as published in the monthly National Department of Public Works “Rates for Reimbursable Expenses” shall be used as guideline. Discount can also be offered in this regards, but a maximum rate applicable shall be for vehicles up to 2150 cc.
- 38.5. Please note that total final fees payable will be calculated on final value of contract for “fee purposes” only or final contract cost estimates for “fee purposes” only - whichever may be applicable at the time.
- 38.6. You are requested to submit your bid using the FEE BASED QUOTE PROFORMAS (Appendix A, Table 1 & 2), stamped utilizing your official company stamp and duly signed by the Registered Lead Professional who will be dedicated to this project and is based at the office address where the project is intended to be awarded.

### 39. Conditions of Appointment

- 39.1. The Entity must have within their employment or display their ability to have access to the professional consultants as listed in paragraph 29.1 above. Principal consultant and Architectural Services cannot be outsourced and must be provided in-house by the bidding entity. Bidders are to provide a letter outlining the services to be provided in-house by the bidding entity, as well as letters of agreement securing Professional Services for those

professional disciplines to be provided by others. Outsourced services agreement letters are to be signed by the bidder and the Principal of the outsourced firm and be on the bidder's official company letterhead. Furthermore, Form A must be completed confirming the firm and Registered Professional assigned to the project for each service.

- 39.2. Registered Professionals listed as the Lead Professional for each Professional discipline on the project (as per Form A) must play an active and visible role on the project. Lead Professionals must attend a minimum of 70% of all meetings. Failure to comply with this condition will constitute a breach of this contract.
- 39.3. Consultants must submit all returnable documents as listed on Appendix B herein. Failure to submit all the requested documents will result in the bid not being considered.
- 39.4. The Department of Health reserves the right to place the project on hold or cancel the project at ANY POINT.

#### 40. Evaluation Criteria

The evaluation of bids will be conducted in three (3) phases:

##### PHASE 1: Responsiveness

- Correctness of bid document
- Compliance with SCM regulations (registration with Central Suppliers Database (CSD), Tax compliance, other prescripts requirements and submission of all documentation and information as per Annexure B)

##### PHASE 2: Eligibility and Quality/Functionality Evaluation

###### Eligibility Criteria

In order to be eligible to be awarded this bid, the following criteria MUST be satisfied:

- The professional multi-disciplinary team must consist of:

<b>Consultant Team Members</b>	<b>Minimum No. of Years Post Registration Experience</b>
Professional Registered Architect (Lead Consultant/Principal Agent)	6
Professional Registered Quantity Surveyor	6
Professional Registered Civil/Structural Engineer	3
Professional Registered Mechanical Engineer	6
Professional Registered Electrical Engineer	3
Professional Registered Construction Health and Safety Agent	3

All Professionals are to be registered with the applicable South African regulating body/council for their Professional discipline. All Professional Leads must be Registered Professionals and NOT Registered Professional Technologists. All Registered Professionals must be in good-standing with their respective council and their membership must be valid.

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

- Proof of all the relevant valid Professional Indemnity Insurance must be provided as per the minimum values listed below:
  - Architect: R 10,0 million
  - Civil Engineer: R 5,0 million
  - Structural Engineer: R 5,0 million
  - Quantity Surveyor: R 5,0 million
  - Mechanical Engineer: 3,0 million
  - Electrical: R 3,0 million
  - Health and Safety: R 2,0 million

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

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

Failure to meet ANY of the listed Eligibility requirements as stated above and as per the Eligibility Criteria table below, will result in the bid being removed from further evaluation and the bid shall not be eligible for award.

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

<b>Eligibility criteria</b>	<b>Documentation to be provided</b>
<p>1. The professional multi-disciplinary team must consist of:</p> <ul style="list-style-type: none"> <li>• Registered Professional Architect - Lead Consultant/Principal Agent with a <b>minimum of 6 years</b> post professional registration experience.</li> <li>• Registered Professional Civil/Structural Engineer with a <b>minimum of 3 years</b> post professional registration experience.</li> <li>• Registered Professional Quantity Surveyor with a <b>minimum of 6 years</b> post professional registration experience.</li> <li>• Registered Professional Mechanical Engineer with a <b>minimum of 6 years</b> post professional registration experience.</li> <li>• Registered Professional Electrical Engineer with a <b>minimum of 3 years</b> post professional registration experience.</li> <li>• Registered Professional Construction Health and Safety Agent with a <b>minimum of 3 years</b> post professional registration experience.</li> </ul>	<p><b>TAB LABEL: G-1</b>  Valid Proof of Registration (registered with the applicable South African regulating body/council for their Professional discipline) for each Professional Lead Member per discipline shall be attached under the appropriate cover page provided under Appendix H.</p> <p>Completed Form A (Appendix E)</p>
<p>2. Proof of all the relevant valid Professional Indemnity Insurance must be provided as per the list below:</p> <ul style="list-style-type: none"> <li>• Architect: R 10,0 million</li> <li>• Civil Engineer: R 5,0 million</li> <li>• Structural Engineer: R 5,0 million</li> <li>• Quantity Surveyor: R 5,0 million</li> <li>• Mechanical Engineer: 3,0 million</li> <li>• Electrical: R 3,0 million</li> <li>• Health and Safety: R 2,0 million</li> </ul>	<p><b>TAB LABEL: G-2</b>  Proof of valid Professional Indemnity Insurance for each discipline complying with the minimum amounts stated shall be attached under the appropriate cover page provided under Appendix H</p>

**ELIGIBILITY SUMMARY TABLE**

**NB: For Evaluation Committee use only**

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

Quality/Functionality Criteria

Each bid is required to meet the minimum qualifying evaluation score of **60%** as per criteria below. All functionality/quality returnable should be tabbed, labelled and included in the designated areas as per the instructions below.

Evaluation criteria	Documentation to be provided	Points allocated
<p>1. Bidder to demonstrate Technical Competency and relevant Experience relating to Healthcare design of a value of over R 10 million in the past 6 years per discipline (6 disciplines i.e., Architect, Civil/Structural Engineering, Quantity Surveying, Mechanical Engineering, Electrical Engineering and Construction Health and Safety)</p>	<p><b>TAB LABEL: H-1</b></p> <p>1.1 Bidder to complete one (1) Curriculum Vitae (CV) for the allocated Lead Professionals per discipline:</p> <p>1.1.1. CVs must be filled and submitted on the provided template and inserted under the provided cover pages as Appendix I. Please refer to Appendix F for the CV template. Documents requested in 1.1.4. are compulsory and are to be inserted under the provided cover pages as Appendix I.</p> <p>1.1.2. CVs to be provided for the Lead Professionals per discipline for a MINIMUM total of 7 CVs. Each Lead Professional’s experience <b>must</b> align to their allocated discipline.</p> <p>1.1.3. CVs provided must align with the information submitted in Form A (Appendix E).</p> <p>1.1.4. Completion certificates per project <b>MUST</b> be provided to obtain points for the Lead Professional per discipline for their past project experience (Maximum 3 projects and relevant to the Lead Professional per discipline and must align with project experience stated on the CV.</p> <p>1.2. Contractor award letters <b>OR</b> signed final account summaries <b>OR</b> signed reference letters from the client; clearly stating the project value, project start date and end date <b>MUST</b> be provided to prove value of projects. Maximum 3 projects and relevant to the Lead Professional per discipline and must align with project experience stated on the CV. Their past experience is not required to be from their current bidding Lead Professional firms. <b>Past projects may be referenced from the Lead Professional’s former employer(s).</b></p> <p>Documents requested in 1.1.4 and 1.2. are compulsory and are to be inserted under the provided cover pages as Appendix I.</p> <p><b>Only the first 3 stated past projects per professional CV</b> will be evaluated as per the CV template. Failure to meet the requirements of points 1.1.1 to 1.1.3 above will result in 0 points being awarded per CV submitted.</p>	<p><b>84 points</b> (see scoring table below for the point breakdown)</p>

Evaluation criteria	Documentation to be provided	Points allocated
	<p><u>Allocation of points will be as follows:</u></p> <ul style="list-style-type: none"> <li>- 10 points will be awarded per past project that is of a healthcare facility, is greater than R40 million in value and has been completed in the past 7 years, provided proof of value is submitted.</li> <li>- 5 points will be awarded per past project that is of a healthcare facility and is between R10 million and R25 million in value and has been completed in the past 7 years, provided proof of value is submitted.</li> <li>- 3 points will be awarded per past project that is of a general building, sport and recreation facilities and is between R10 million and R25 million in value and has been completed in the past 7 years, provided proof of value is submitted.</li> <li>- 0 points will be awarded for per past project that is less than R10 million in value, incomplete or no past project experience documentation submitted, and projects that do not meet the above experience submission criteria</li> </ul>	
<p>2. Years of experience in the construction field post registration (7 discipline i.e. Architect, Quantity Surveyor, Mechanical Engineer.</p> <p>Civil/Structural Engineer, Electrical Engineer and Construction Health and Safety Agent).</p> <p><b>NB:</b> See Functionality Scoring Table For Industry Experience Points</p>	<p><b>TAB LABEL: H-2</b></p> <p>Proof of experience in years of the individual in the construction industry, post registration with the relevant council. Allocation of points will be as follows:</p> <ul style="list-style-type: none"> <li>- 4 points will be awarded for professionals with 9 years and above post registration experience.</li> <li>- 3 points will be awarded for professionals with 8 years post registration experience.</li> <li>- 2 points will be awarded for professionals with 7 years post registration experience.</li> <li>- 1 point will be awarded for professionals with 6 years post registration experience.</li> <li>- 0 points will be awarded for professionals with experience that is below 6 years at the time of tender closure.</li> </ul>	<p><b>16 points</b> (see scoring table below for the point breakdown)</p>

## FUNCTIONALITY SCORING TABLE

**NB: For Evaluation Committee use only**

1	PROJECT EXPERIENCE	EXPERIENCE IN OFFICE ACCOMMODATION (Max 3 Projects)	POINTS	POINTS ALLOCATED
	6 disciplines x 3 projects each x 10 points per project x 0.465	- 10 points will be awarded per past project that is of a healthcare facility, is greater than R40 million in value and has been completed in the past 7 years, provided proof of value is submitted.	84 points	
	6 disciplines x 3 projects each x 5 points per project x 0.465	- 5 points will be awarded per past project that is of a healthcare facility and is between R10 million and R25 million in value and has been completed in the past 7 years, provided proof of value is submitted.	42 points	
	6 disciplines x 3 projects each x 3 points per project x 0.465	- 3 points will be awarded per past project that is of a general building or office accommodation nature and is between R10 million and R25 million in value and has been completed in the past 7 years, provided proof of value is submitted.	25 Points	
		- 0 points will be awarded for per past project that is less than R10 million in value, incomplete or no past project experience documentation submitted, and projects that do not meet the above experience submission criteria.	0 Points	
	<b>Total Points allocated in this section</b>		<b>84 Points</b>	
2	EXPERIENCE IN INDUSTRY	EXPERIENCE IN CONSTRUCTION INDUSTRY, REGISTERED WITH RESPECTIVE COUNCIL	POINTS	POINTS ALLOCATED
	Architect, Quantity Surveyor, Mechanical Engineer.	- 4 points will be awarded for professionals with 9 years and above post registration experience.	16 Points	
		- 3 points will be awarded for professionals with 8 years post registration experience.	12 Points	
		- 2 points will be awarded for professionals with 7 years post registration experience.	8 Points	
		- 1 point will be awarded for professionals with 6 years post registration experience.	4 Points	
		- 0 points will be awarded for professionals with experience that is below 6 years at the time of tender closure.	0 Points	
	Civil/ Structural Engineer, Electrical Engineer and Construction Health and Safety Agent).	- 4 points will be awarded for professionals with 6 years and above post registration experience.	16 Points	
		- 3 points will be awarded for professionals with 5 years post registration experience.	12 Points	
		- 2 points will be awarded for professionals with 4 years post registration experience.	8 Points	
		- 1 point will be awarded for professionals with 3 years post registration experience.	4 Points	
		- 0 points will be awarded for professionals with experience that is below 3 years at the time of tender closure.	0 Points	
	<b>Total Points allocated in this section</b>		<b>16 Points</b>	
		<b>SUB-TOTAL POINTS</b>	<b>100 Points</b>	

- |   |
|---|
| <ol style="list-style-type: none"><li>1. Eligible Y/N: _____</li><li>2. Functionality points: _____/100</li><li>3. Above 60% threshold Y/N: _____</li><li>4. Bid value: (Rands) _____</li></ol> |
|---|

**PHASE 3: Price and Preference**

- Tendered Price and preference points
- Evaluation using the Point System

The following special conditions are applicable to the evaluation of this tender:

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

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

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

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

**1. GENERAL CONDITIONS**

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

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

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

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

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

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

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

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

**2. DEFINITIONS**

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all

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

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

#### 3.1. POINTS AWARDED FOR PRICE

##### 3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

**80/20**

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

Where

- Ps = Points scored for price of 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 points is allocated for price on the following basis:

**80/20**

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

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 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

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

**DECLARATION WITH REGARD TO COMPANY/FIRM**

- 4.3. Name of company/firm.....
- 4.4. Company registration number: .....
- 4.5. TYPE OF COMPANY/ FIRM
- Partnership/Joint Venture / Consortium

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

[TICK APPLICABLE BOX]

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

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

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

## SECTION H

### OFFICIAL BRIEFING SESSION / SITE INSPECTION CERTIFICATE

Bid No:	
Service:	APPOINTMENT OF A MULTIDISCIPLINARY PROFESSIONAL TEAM LED BY AN ARCHITECT FOR MTUBATUBA FORENSIC MORTUARY: PROPOSED NEW M2 FORENSIC MORTUARY.
Date:	14 March 2024
Time:	12:00 PM
Venue:	Mtubatuba, 176 Jacaranda Avenue (On-Site)

This is to certify that

.....  
(name)

On behalf of

.....  
Visited and inspected the site on

.....  
(date)

And is therefore familiar with the circumstances and the scope of the service to be rendered.

Signature/s of Bidder/s
.....
.....
(Print Name)
.....
.....
Date:

Departmental Representative
.....
.....
(Print Name)
.....
.....
Departmental Stamp (Optional)
.....
Date:

## **SECTION I**

### **TAX COMPLIANCE STATUS (TCS)**

1. The State / Province may not award a contract resulting from the invitation of bids to a bidder who is not properly registered and up to date with tax payments or, has not made satisfactory arrangements with SA Revenue Services concerning due tax payments.
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](http://www.sars.gov.za).
7. Tax Clearance Certificates may be printed via e-filing. In order to use this provision, taxpayers will need to register with SARS as an e-Filer through the website [www.sars.gov.za](http://www.sars.gov.za).
8. Tax Compliance Status is not required for services below R 30 000.00 ITO Practice Note Number: SCM 13 of 2007.
9. Kindly either provide an original tax clearance certificate, your tax number or pin number.

TAX NUMBER:

PIN NUMBER:

**SECTION J**  
**AUTHORITY TO SIGN A BID**

**A Companies**

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

**Authority by Board of Directors**

By resolution passed by the Board of Directors on

.....  
(date)

.....  
(name and whose signature appears below)

has been duly authorised to sign all documents in connection with this bid on behalf of

.....  
(Name of Company)

In his/her capacity as:

.....  
Signed on behalf of Company:

.....  
(print name)

.....  
Signature of signatory:

.....  
Date:

Witnesses:

1. ....

2. ....

**B Sole proprietor (one - person business)**

I, the undersigned

.....  
(name)

Hereby confirm that I am the sole owner of the business trading as

.....  
(name)

.....  
Signature of signatory:

.....  
Date

**C Partnership**

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

<b>Full name of partner</b>	<b>Residential address</b>	<b>Signature</b>

We, the undersigned partners in the business trading as

.....  
(name)

hereby authorized

.....  
(name)

to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and /or contract on behalf of:

.....  
(print name)

.....  
Signature of signatory:

.....  
Date:

.....  
(print name)

.....  
Signature of signatory:

.....  
Date:

.....  
(print name)

.....  
Signature of signatory:

.....  
Date:

**D Close Corporation**

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

Authority to sign on behalf of the Close Corporation

---

By resolution of members at a meeting on

(date)

---

(name and whose signature appears below)

---

has been duly authorised to sign all documents in connection with this bid on behalf of

(Name of Closed Corporation)

---

In his/her capacity as:

---

Signed on behalf of Closed Corporation:

(print name)

---

Signature of signatory:

---

Date:

---

Witnesses:

1.

---

2.

---

**E Co-Operative**

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

Authority to sign on behalf of the Co-Operative

By resolution of members at a meeting on

(date)

(name and whose signature appears below)

has been duly authorised to sign all documents in connection with this bid on behalf of

(Name of Co-Operative)

In his/her capacity as:

Signed on behalf of Co-Operative:

(print name)

Signature of signatory:

Date:

Witnesses:

1.

2.

**F Joint Venture**

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

Authority to sign on behalf of the Joint Venture

By resolution/agreement passed/reached by the Joint Venture partners on

.....  
(date)

.....  
(name and whose signature appears below)

has been duly authorised to sign all documents in connection with this bid on behalf of

.....  
(Name of Joint Venture)

In his/her capacity as:

.....  
Signed on behalf of Joint Venture:

.....  
(print name)

.....  
Signature of signatory:

.....  
Date:

.....  
(print name)

.....  
Signature of signatory:

.....  
Date:

.....  
(print name)

.....  
Signature of signatory:

.....  
Date:

.....  
(print name)

.....  
Signature of signatory:

.....  
Date:

## **G Consortium**

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

Authority to sign on behalf of the Consortium

By resolution of the members on

.....  
(date)

.....  
(name and whose signature appears below)

has been duly authorised to sign all documents in connection with this bid on behalf of

.....  
(Name of Consortium)

In his/her capacity as:

.....  
Signed on behalf of Consortium:

.....  
(print name)

.....  
Signature of signatory:

.....  
Date:

.....  
(print name)

.....  
Signature of signatory:

.....  
Date:

.....  
(print name)

.....  
Signature of signatory:

.....  
Date:

# APPENDICES

## APPENDIX A - BID PROFORMA

(To be completed by the Lead Consultant)

### General Notes -

- Bidders are requested to complete Table 1 and Table 2 of Appendix A. The total fees from Table 1 must be carried to the form of offer.
- Preference Points and Total Percentage offered take precedence over any additional detailed fee calculations submitted, where there is any ambiguity
- Bidders are to tender a total percentage (to 2 decimal places) for the entire team based on the value of work for fees estimate. This percentage will remain fixed throughout the project and is deemed to include for any surcharges due to alterations works and for Principal Consultant and Principal Agent Fees.
- Disbursements shall be allowed for at the stated allowance value but shall be claimed and paid on a PROVEN COST BASIS ONLY. Disbursement rates as published in the monthly National Department of Public Works "Rates for Reimbursable Expenses" shall be used for claiming.
- Table below is NOT to be modified by Tenderer

**TABLE 1**

Value of Work for Fees	R 84 912 000.00
Total Tendered Fee Percentage for Team (to 2 decimal places)	%
Total Fees for Team	
ADD Allowance for Disbursements	R 1 279 944.00
Sub-Total 1	
ADD VAT at 15%	
<b>GRAND TOTAL (to be carried to the Form of Offer and Acceptance)</b>	

COMPANY STAMP:

DATE:

**TABLE 2 – APPORTIONMENT OF FEES**

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

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

## APPENDIX B – RETURNABLE DOCUMENTS

CHECKLIST OF RETURNABLE DOCUMENTS			
Item No.	Required Documents	Tick	
		Yes	No
<b>Please ensure the following items are fully completed and complied with:</b>			
1.	Bid from the Consultant (Attach Appendix A – Stamped and dated)		
2.	Central Supplier Database Registration with National Treasury (Unique Reference Number & Supplier Number)		
3.	Declaration that information on central supplier database is correct and up to date		
4.	Bidders Disclosure – SBD 4		
5.	Official Briefing Session / Site Inspection Certificate *		
6.	Valid SARS Tax Clearance Pin Number, Tax number or original tax Clearance certificate (Tax clearance certificate to be included under Appendix G)		
7.	Authority To Sign A Bid		
<b>The following documents are to be submitted under Appendix: G</b>			
8	Proof of Registration with Companies and Intellectual Property Commission (CIPC)		
9.	Proof of ownership in the form of printouts from CSD or CIPC clearly indicating ownership details to receive Preference Points for Specific Goals		
10.	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)		
<b>The following documents are to be submitted under Appendix H under the relevant cover pages:</b>			
11.	Proof of Registration with Council / Professional Body for all Lead Professionals (Attach Letter of Good standing with the relevant council if applicable dated during the year of Bid)		
12.	Proof of the relevant professional Indemnity Insurance – <ul style="list-style-type: none"> <li>• Architect: R 10,0 million</li> <li>• Civil Engineer: R 5,0 million</li> <li>• Structural Engineer: R 5,0 million</li> <li>• Quantity Surveyor: R 5,0 million</li> <li>• Mechanical Engineer: 3,0 million</li> <li>• Electrical: R 3,0 million</li> <li>• Health and Safety: R 2,0 million</li> </ul>		
<b>The following documents are to be submitted under Appendix I under the relevant cover pages:</b>			
13.	CV per Lead Professional including supporting documentation (completion certificates and award letters / signed final accounts / reference letters)		

### BIDDERS TO NOTE

Submission of the above returnable documents is mandatory. Failure to submit all the requested documents will result in the tender not being considered.

\*A letter indicating which discipline's firm attended the brief meeting on behalf of which Lead firm should be appended to the Briefing Session Certificate. The letter should be signed by both the attendee and Lead Consultant.

## APPENDIX C - CONTRACT DATA

### C1. Contract Data

#### C1.1 Standard Professional Services Contract

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

##### C1.1.1 Data provided by the Employer

Clause	
	<p>The General Conditions of Contract in the Standard Professional Services Contract (July 2009) make several references to the Contract Data for details that apply specifically to this tender. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.</p> <p>Each item of data given below is cross-referenced to the clause in the General Conditions of Contract to which it mainly applies.</p>
	The Employer is the KZN Department of Health.
3.4 and 4.3.2	The authorised and designated representative of the Employer is the departmental project manager, details of whom are as indicated in the Notice and Invitation to Tender.
1	The Project is for the provision of complete Professional Consultancy (including Lead Consultancy) Services for Mtubatuba Forensic Mortuary: Proposed New M2 Forensic Mortuary.
1	The Period of Performance is from inception of this Contract until the Service Provider has completed all Deliverables in accordance with the Scope of Services listed in Section G of the bid document.
1	The Start Date is the date from which this contract is fully signed and accepted by the KZN Department of Health
3.4.1	Communications by facsimile is not permitted.
3.5	The Services shall be executed in the Service Provider's own office and on the Project site as described in Section G. No portion of the work may be performed by a person employed by the State. No portion of the work may be sublet to any other person or persons without the prior written approval of the Employer.
3.6	Omit the following: "... within two (2) years of completion of the Service ...".
3.12	<p>Penalties will be calculated as per the following:</p> <p>A Penalty amount calculated at; <b>Total Fees for Team x % Penalties</b> (Excluding VAT) of Fees will be applicable per target date, to a maximum equal to R 100,000.00, after which the contract may be terminated.</p>

Clause																																																																		
	<p>In the event that the delay exceeds 30 days, the Employer will have the option to either:</p> <ul style="list-style-type: none"> <li>(i) terminate the contract and recover any loss as a result of the termination from the Service Provider, or</li> <li>(ii) allow the Service Provider to continue with the Services after the agreement of a new target date and recover the penalty per calendar day, as stipulated in the table below for the full period of the delay.</li> </ul> <p style="text-align: center;"><b>CALCULATION OF PENALTIES</b></p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th colspan="4">VALUE OF FEES</th> <th>% PENALTIES OF FEES</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>1</td> <td>UP TO</td> <td>500,000</td> <td>0.05000000 %</td> </tr> <tr> <td>2</td> <td>500,001</td> <td>UP TO</td> <td>1,000,000</td> <td>0.05000000 %</td> </tr> <tr> <td>3</td> <td>1,000,001</td> <td>UP TO</td> <td>2,000,000</td> <td>0.03750000 %</td> </tr> <tr> <td>4</td> <td>2,000,001</td> <td>UP TO</td> <td>4,000,000</td> <td>0.02500000 %</td> </tr> <tr> <td>5</td> <td>4,000,001</td> <td>UP TO</td> <td>8,000,000</td> <td>0.01875000 %</td> </tr> <tr> <td>6</td> <td>8,000,001</td> <td>UP TO</td> <td>16,000,000</td> <td>0.01250000 %</td> </tr> <tr> <td>7</td> <td>16,000,001</td> <td>UP TO</td> <td>32,000,000</td> <td>0.00781250 %</td> </tr> <tr> <td>8</td> <td>32,000,001</td> <td>UP TO</td> <td>64,000,000</td> <td>0.00468750 %</td> </tr> <tr> <td>9</td> <td>64,000,001</td> <td>UP TO</td> <td>128,000,000</td> <td>0.00273438 %</td> </tr> <tr> <td>10</td> <td>128,000,001</td> <td>UP TO</td> <td>256,000,000</td> <td>0.00156250 %</td> </tr> <tr> <td>11</td> <td>256,000,001</td> <td>UP TO</td> <td>512,000,000</td> <td>0.00087891 %</td> </tr> <tr> <td>12</td> <td>512,000,001</td> <td></td> <td>and above</td> <td>0.00048828 %</td> </tr> </tbody> </table> <p>Recovering of cost and or penalties may be done in the following ways:</p> <ul style="list-style-type: none"> <li>a) claim against professional indemnity insurance, or</li> <li>b) deduction from fee account, or</li> <li>c) direct payment to the contractor by the consultant, or</li> <li>d) litigation, or</li> <li>e) any other method available to the Employer</li> </ul>	VALUE OF FEES				% PENALTIES OF FEES	1	1	UP TO	500,000	0.05000000 %	2	500,001	UP TO	1,000,000	0.05000000 %	3	1,000,001	UP TO	2,000,000	0.03750000 %	4	2,000,001	UP TO	4,000,000	0.02500000 %	5	4,000,001	UP TO	8,000,000	0.01875000 %	6	8,000,001	UP TO	16,000,000	0.01250000 %	7	16,000,001	UP TO	32,000,000	0.00781250 %	8	32,000,001	UP TO	64,000,000	0.00468750 %	9	64,000,001	UP TO	128,000,000	0.00273438 %	10	128,000,001	UP TO	256,000,000	0.00156250 %	11	256,000,001	UP TO	512,000,000	0.00087891 %	12	512,000,001		and above	0.00048828 %
VALUE OF FEES				% PENALTIES OF FEES																																																														
1	1	UP TO	500,000	0.05000000 %																																																														
2	500,001	UP TO	1,000,000	0.05000000 %																																																														
3	1,000,001	UP TO	2,000,000	0.03750000 %																																																														
4	2,000,001	UP TO	4,000,000	0.02500000 %																																																														
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11	256,000,001	UP TO	512,000,000	0.00087891 %																																																														
12	512,000,001		and above	0.00048828 %																																																														
3.15.1	The programme shall be submitted within 14 days of the award of the contract.																																																																	
3.15.2	The Service Provider shall update the programme at intervals not exceeding 8 weeks.																																																																	
3.16	Time-based fees are not applicable to this appointment and therefore no adjustments for inflation are applicable.																																																																	
5.4.1	The Service Provider is required to provide professional indemnity cover as set out in the Professional Indemnity Schedule as per point 12 of Appendix B.																																																																	
5.5	<p>The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions:</p> <ul style="list-style-type: none"> <li>a) Deviate from the programme (delayed or earlier);</li> <li>b) Deviate from or change the Scope of Services;</li> <li>c) Change Key Personnel on the Service.</li> </ul>																																																																	
8.1	The Service Provider is to commence the performance of the Services immediately after the Contract becomes effective and execution to be as per the programme.																																																																	
8.4.3 (c)	The period of suspension under clause 8.5 is not to exceed two (2) years.																																																																	

Clause	
9.1	Copyright of documents prepared for the Project shall be vested with the Employer.
12.1.	Interim settlement of disputes is to be by mediation.
12.2. / 12.3.	Final settlement is by litigation.
12.2.1	In the event that the Parties fail to agree on a mediator, the mediator is to be nominated by the president of the Association of Arbitrators (Southern Africa).
13.1.3	All partners in a joint venture or consortium shall carry the same professional indemnity insurance as per clause 5.4.1 of the General Conditions of Contract.
13.5.1	The amount of compensation is unlimited.
13.6	The provisions of 13.6 do not apply to the Contract.
15	In respect of any amount owed by the Service Provider to the Employer, the Service Provider shall pay the Employer interest at the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No 1 of 1999).

**C1.2.3 Data provided by the Service Provider**

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

Clause	
	<p>holds professional indemnity insurance cover, from an approved insurer, duly registered with the Finance Services Board, of not less than the amount required as cover relative to the size of project, with the first amount payable not exceeding 5% of the value of indemnity. I further confirm that the Service Provider will keep such professional indemnity fully subscribed. I further confirm that should the professional indemnity insurance, with no knowledge of the Employer, be allowed to lapse at any time or in the event of the Service Provider cancelling such professional indemnity insurance, with no knowledge of the Employer, at any time or if such professional indemnity cover is not sufficient, then the Service Provider,</p> <ul style="list-style-type: none"> <li>i. accepts herewith full liability for the due fulfilment of all obligations in respect of this Service; and</li> <li>ii. hereby indemnifies, and undertakes to keep indemnified, the Employer in respect of all actions, proceedings, liability, claims, damages, costs and expenses in relation to and arising out of the agreement and/or from the aforesaid Service Provider's intentional and/or negligent wrongful acts, errors and/or omissions in its performance on this Contract.</li> </ul> <p>I confirm that the Service Provider undertakes to keep the Employer indemnified, as indicated above, beyond the Final Completion Certificate/Final Certificate by the Employer (whichever is applicable) for a period of five (5) years after the issue of such applicable certificate.</p> <p>I confirm that the Service Provider renounces the benefit of the <i>exceptionis non causa debiti, non numeratae pecuniae</i> and <i>excussionis</i> or any other exceptions which may be legally raised against the enforceability of this indemnification.</p> <p>Notwithstanding the indemnification required above, the Employer reserves the right to claim damages from the Service Provider for this Project where the Service Provider neglects to discharge its obligations in terms of this agreement.</p> <p>Name: _____</p> <p>Signature: _____</p> <p>Capacity: _____</p>
7.1.2	<p>As an extension of the definitions contained in clause 1 hereof, Key Persons must, for the purposes of this Contract, include one or more of the professionally registered principal(s) of the Service Provider, and/or, one or more professional(s) employed to render professional services, for whom certified copies of certificates or other documentation clearly proving current professional registration with the relevant council, including registration numbers, must be included with the tender as part of the returnable documentation.</p> <p>The Key Persons and their jobs / functions in relation to the Services are:</p>

Clause			
	Name	Principal employed professional(s)	and/or Specific duties
	1.		
	2.		
	3.		
	4.		
	5.		
	6.		
	7.		
	8.		
	9.		
	10.		
7.2	A Personnel Schedule is not required.		
	If the space provided in the table above is not sufficient to describe the specific duties, this space may be utilized for such purpose		

**C2: PRICING DATA**

C2.1 Pricing Instructions

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

C2.1.1.1 Professional fees for the Multi-Disciplinary Services will be paid on Value basis.

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

C2.1.1.2 Tenderers are to tender:

A value-based fee utilizing the stated estimated project construction value multiplied by a fixed tendered percentage which is then apportioned amongst the multi-disciplinary team.

C2.1.1.3 The amount tendered herein (*Section F – Form of Offer and Acceptance*) is for tender purposes only and will be amended according to the application of the actual cost of construction.

C2.1.1.4 Reimbursable rates for typing, printing and duplicating work shall be in accordance with the conditions laid out under section C2.1.5

C2.1.1.5 Disbursements in respect of travelling costs will be paid for separately (as outlined below). Related expenses including all travelling time charges and subsistence allowances related thereto will not be paid for. The maximum mileage claimable to site per trip one way shall be capped at/limited to 338km per single trip. Therefore, the maximum mileage claimable per return trip to site shall be 676km.

The Service Provider must be available at 24 hours' notice to visit the site if so required.

C2.1.1.6 N/A

C2.1.1.7 All fee accounts need to be signed by a principal of the Service Provider and submitted in original format, failing which the accounts will be returned. Copies, facsimiles, electronic and other versions of fee accounts will not be considered for payment.

C2.1.1.8 For all Services provided on a time basis, time sheets giving full particulars of the work, date of execution and time duration, should be submitted with each fee account.

C2.1.1.9 Payments to the Service Provider will be made electronically according to the banking details furnished by the Service Provider. Any change in such banking details must be communicated to the departmental project manager timeously. Fee accounts, correct in all respects, will be deemed submitted when received by the Employer and settled when electronically processed by the Employer. The Employer reserves the right to dispute the whole account, any item or part of an item at any time and will deal with such case in terms of clause 14.3 of the General Conditions of Contract.

C2.1.1.10 Accounts for Services rendered may be submitted on the successful completion of each stage of work. Interim accounts will only be considered during the construction stage of the works and then not more frequently than quarterly except if otherwise agreed between the authorized and designated representative of the Service Provider and the Employer. Payment of accounts rendered will be subject to the checking thereof by the departmental project manager. The Employer reserves the right to amend the amounts claimed in order to conform to the rates stipulated in this Contract and make payment on the basis of the balance of the account in accordance with clause 14.3 of the General Conditions of Contract.

- C2.1.2 Value based fees
- C2.1.2.1 Fees for work done under a value based fee shall be calculated according to the tendered percentage for fees for the team and apportioned to construction stages (for each professional discipline) as stated in this document.
- C2.1.2.2 Interim payments to the Service Provider  
For the purposes of ascertaining the interim payments due, the cost of the works, which shall exclude any provisional allowances made to cover contingencies and escalation, shall be:
- the applicable portion of the net amount of the accepted tender
- C2.1.2.3 Fees for documentation for work covered by a provisional sum  
Where a provisional sum is included in the bills of quantities for work to be documented at a later stage, the documentation fee in respect of such work shall be remunerated at the time when the documentation has been completed.
- C2.1.2.4 Time charges for work done under a value based fee (upon approval by Head of Health)  
Time charges are reimbursable at rates applicable at the time of the actual execution of the specific service adjustable utilizing the discount for time based fees offered within the tender document. The "Rates for Reimbursable Expenses" as amended from time to time and referred to below, is obtainable on the Website: <http://www.publicworks.gov.za/> under "Documents"; "Consultants Guidelines"; item 1.
- C2.1.2.5 Unless otherwise specifically agreed in writing, remuneration for the time expended by principals in terms of time based fees on a project shall be limited to 5 per cent of the total time expended for time charges in respect of the Project. Any time expended by principals in excess of the 5 per cent limit shall be remunerated at the rates determined in (ii) or (iii) above.
- C2.1.3 Additional Services
- C2.1.3.1 Additional Services pertaining to all Stages of the Project  
Unless separately provided for hereunder and scheduled in the Activity Schedule, no separate payment shall be made for the additional services specified in the relevant tariff of fees guide. The cost of providing these services shall be deemed to be included in the value based fee tendered for normal services.
- C2.1.3.2 Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)  
No separate payment shall be made. The cost of providing this service shall be deemed to be included in the value based fee tendered for normal services.
- C2.1.3.3 Quality Assurance System  
No separate payment shall be made for the implementation of a quality management system. The cost of providing this service shall be deemed to be included in the value based fee tendered for normal services.
- C2.1.3.4 Lead Consulting Engineer  
No separate payment shall be made for assuming the leadership of an Employer specified joint venture, consortium or team of consulting engineers. The cost of providing this service shall be deemed to be included in the value based fee tendered for normal services.
- C2.1.3.5 Principal Agent of the Client  
No separate payment shall be made for assuming the role of principle agent. The cost of providing this service shall be deemed to be included in the value-based fee tendered for normal services.

- C2.1.4 Set off  
The Employer reserves the right to set off against any amount payable to the Service Provider, any sum which is owing by the Service Provider to the Employer in respect of this or any other project.
- C2.1.5 Typing, printing and duplicating work
- C2.1.5.1 Reimbursable rates  
The costs of typing, printing and duplicating work in connection with the documentation which must of necessity be done, except those which must in terms of the relevant Manual or other instructions be provided free of charge, shall be reimbursable at rates applicable at the time of the execution of such work. The document "Rates for Reimbursable Expenses" as amended from time to time and referred to below, is obtainable on the Website: : <http://www.publicworks.gov.za/> under "Documents"; "Consultants Guidelines"; item 1.
- C2.1.5.2 Typing and duplicating  
If the Service Provider cannot undertake the work himself, he may have it done by another service provider which specializes in this type of work and he shall be paid the actual costs incurred upon submission of statements and receipts which have been endorsed by him confirming that the tariff is the most economical for the locality concerned subject to the maximum tariffs per A4 sheet as set out in Table 1 in the "Rates for Reimbursable Expenses".
- If the Service Provider undertakes the work himself, he shall be paid in respect of actual expenses incurred subject to the maximum tariffs per A4 sheet as set out in Table 1 in the "Rates for Reimbursable Expenses".
- Typing and duplicating expenses shall only be refunded in respect of the final copies of the following documents namely formal reports, formal soil investigation reports, specifications, feasibility reports, bills of quantities, material lists, minutes of site meetings and final accounts. The cost of printed hard covers shall only be paid in respect of documents which will be made available to the public such as bills of quantities and specifications or where provision of hard covers is specifically approved.
- The typing of correspondence, appendices and covering letters are deemed to be included in the value-based fees and time-based fees paid.
- C2.1.6 Travelling and subsistence arrangements and tariffs of charges  
Notwithstanding the ruling in C2.1.1.5 above (regarding disbursements and travelling expenses), when the Service Provider is requested in writing by or obtained prior approval in writing from the Employer to attend specific meetings at any of the Employer's offices or any extraordinary meetings on site or elsewhere, he will be remunerated according to the provisions under C2.1.6.1 to C2.1.6.3 herein.
- C2.1.6.1 General  
The most economical mode of transport is to be used taking into account the cost of transport, subsistence and time. Accounts not rendered in accordance herewith may be reduced to an amount determined by the Employer.
- As the tariffs referred to hereunder are adjusted from time to time, accounts must be calculated at the tariff applicable at the time of the expenditure.
- Where journeys and resultant costs are in the Employer's opinion related to a Service Provider's mal-performance or failure, in terms of this Contract, to properly document or co-ordinate the work or to manage the Contract, no claims for such costs will be considered.

C2.1.6.2 Travelling time  
No travelling time shall be paid on this project.

C2.1.6.3 Travelling costs  
Fees for travelling costs are as set out in Table 3 in the "Rates for Reimbursable Expenses".

Travelling costs will be refunded for the full distance covered per return trip measured from the office of the Service Provider appointed provided that the destination is greater than 50km away (one way) from the Service Provider's stated office address at the time of tender.

The maximum mileage claimable to site per trip one way shall be capped at/limited to 338km per single trip. Therefore, the maximum mileage claimable per return trip to site shall be 676km for ALL TRIPS TO SITE. Any mileage that exceeds this cap per trip will not be claimable or paid.

Compensation for the use of private motor transport will be in accordance with the Government tariff for the relevant engine swept volume, up to a maximum of 2150 cubic centimetres, prescribed from time to time and as set out in Table 3 in the "Rates for Reimbursable Expenses".

C2.2 Activity Schedule

C2.2.1 Activities

C2.2.1.1 For services where the apportionment of fees is not provided for in SECTION G, proportioning of the fee for normal services over the various stages shall be as set out in the relevant Government Gazetted Tariffs.

C2.2.1.2 The tenderer must make provision for all activities necessary for the execution of the service as set out in the Scope of Services.

# **APPENDIX D: PROJECT BRIEF**

# **APPENDIX E:**

## **FORM A - SCHEDULE OF TEAM MEMBERS PROPOSED FOR THE PROJECT**

**FORM A**

**SCHEDULE OF TEAM MEMBERS PROPOSED FOR THE PROJECT**

Please note that if any of the information disclosed in the table below is found to be dishonest or inaccurate, this may result in the withdrawal of any award already and a repudiation of this agreement. Further appropriate action may also be taken.

<b>PROPOSED TEAM MEMBERS</b>	<b>REGISTERED WITH RELEVANT PROFESSIONAL COUNCIL (YES/NO)</b>	<b>DATE OF REGISTRATION AS A PROFESSIONAL / CANDIDATE</b>	<b>PROFESSIONAL REGISTRATION IN GOOD STANDING (YES/NO)</b>	<b>PROFESSIONAL REGISTRATION NUMBER</b>	<b>YEARS OF POST REGISTRATION EXPERIENCE</b>
Architect Firm (Principal Agent):					
<ul style="list-style-type: none"> <li>• Lead Professional:</li> </ul>					
<ul style="list-style-type: none"> <li>• Support Professionals/Candidates:</li> </ul>					

PROPOSED TEAM MEMBERS	REGISTERED WITH RELEVANT PROFESSIONAL COUNCIL (YES/NO)	DATE OF REGISTRATION AS A PROFESSIONAL / CANDIDATE	PROFESSIONAL REGISTRATION IN GOOD STANDING (YES/NO)	PROFESSIONAL REGISTRATION NUMBER	YEARS OF POST REGISTRATION EXPERIENCE
Quantity Surveying Firm:					
<ul style="list-style-type: none"> <li>Lead Professional:</li> </ul>					
<ul style="list-style-type: none"> <li>Support Professionals/Candidates:</li> </ul>					

PROPOSED TEAM MEMBERS	REGISTERED WITH RELEVANT PROFESSIONAL COUNCIL (YES/NO)	DATE OF REGISTRATION AS A PROFESSIONAL / CANDIDATE	PROFESSIONAL REGISTRATION IN GOOD STANDING (YES/NO)	PROFESSIONAL REGISTRATION NUMBER	YEARS OF POST REGISTRATION EXPERIENCE
Civil Engineer Firm:					
<ul style="list-style-type: none"> <li>Lead Professional:</li> </ul>					
<ul style="list-style-type: none"> <li>Support Professionals/Candidates:</li> </ul>					

PROPOSED TEAM MEMBERS	REGISTERED WITH RELEVANT PROFESSIONAL COUNCIL (YES/NO)	DATE OF REGISTRATION AS A PROFESSIONAL / CANDIDATE	PROFESSIONAL REGISTRATION IN GOOD STANDING (YES/NO)	PROFESSIONAL REGISTRATION NUMBER	YEARS OF POST REGISTRATION EXPERIENCE
Structural Engineer Firm:					
<ul style="list-style-type: none"> <li>Lead Professional:</li> </ul>					
<ul style="list-style-type: none"> <li>Support Professionals/Candidates:</li> </ul>					

PROPOSED TEAM MEMBERS	REGISTERED WITH RELEVANT PROFESSIONAL COUNCIL (YES/NO)	DATE OF REGISTRATION AS A PROFESSIONAL / CANDIDATE	PROFESSIONAL REGISTRATION IN GOOD STANDING (YES/NO)	PROFESSIONAL REGISTRATION NUMBER	YEARS OF POST REGISTRATION EXPERIENCE
Mechanical Engineer Firm:					
<ul style="list-style-type: none"> <li>Lead Professional:</li> </ul>					
<ul style="list-style-type: none"> <li>Support Professionals/Candidates:</li> </ul>					

PROPOSED TEAM MEMBERS	REGISTERED WITH RELEVANT PROFESSIONAL COUNCIL (YES/NO)	DATE OF REGISTRATION AS A PROFESSIONAL / CANDIDATE	PROFESSIONAL REGISTRATION IN GOOD STANDING (YES/NO)	PROFESSIONAL REGISTRATION NUMBER	YEARS OF POST REGISTRATION EXPERIENCE
Electrical Engineer Firm:					
<ul style="list-style-type: none"> <li>Lead Professional:</li> </ul>					
<ul style="list-style-type: none"> <li>Support Professionals/Candidates:</li> </ul>					

PROPOSED TEAM MEMBERS	REGISTERED WITH RELEVANT PROFESSIONAL COUNCIL (YES/NO)	DATE OF REGISTRATION AS A PROFESSIONAL / CANDIDATE	PROFESSIONAL REGISTRATION IN GOOD STANDING (YES/NO)	PROFESSIONAL REGISTRATION NUMBER	YEARS OF POST REGISTRATION EXPERIENCE
Construction Health & Safety Firm:					
<ul style="list-style-type: none"> <li>Lead Professional:</li> </ul>					
<ul style="list-style-type: none"> <li>Support Professionals/Candidates:</li> </ul>					

# **APPENDIX F: CURRICULUM VITAE TEMPLATE**

# CURRICULUM VITAE TEMPLATE

## 1. Personal Details

<b>Name:</b>	
<b>Date of Birth:</b>	
<b>Current Employer:</b>	
<b>Current Position Held:</b>	
<b>Period with Current Employer: (mm-yyyy to mm-yyyy)</b>	
<b>Previous Employer:</b>	
<b>Position Held with Previous Employer:</b>	
<b>Period with Previous Employer: (mm-yyyy to mm-yyyy)</b>	

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

<b>Qualification</b>	<b>Year Obtained</b>	<b>Institution</b>

**3. Professional Registration/s**

Professional Body	Year Obtained	Expiry Date	Category of Professional Registration

**4. Relevant Project Experience (Provide a maximum of 3 relevant projects)**

Name of Project	Client	Project Start Date	Project End Date	Project Value	Role on Project

# **APPENDIX G: RETURNABLES – RESPONSIVENESS**

# **APPENDIX H: RETURNABLES – ELIGIBILITY CRITERIA**

# **REGISTERED PROFESSIONAL ARCHITECT CERTIFICATE AND PROFESSIONAL INDEMNITY**

**REGISTERED PROFESSIONAL  
QUANTITY SURVEYOR CERTIFICATE  
AND PROFESSIONAL INDEMNITY**

# **REGISTERED PROFESSIONAL CIVIL ENGINEER CERTIFICATE AND PROFESSIONAL INDEMNITY**

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

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

# **REGISTERED PROFESSIONAL ELECTRICAL ENGINEER CERTIFICATE AND PROFESSIONAL INDEMNITY**

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

# **APPENDIX I: RETURNABLES – FUNCTIONALITY CRITERIA**

# LEAD ARCHITECT CV

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

# **LEAD QUANTITY SURVEYOR CV**

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

# **LEAD CIVIL ENGINEER CV**

**LEAD CIVIL ENGINEER PROJECT  
COMPLETION CERTIFICATES,  
LETTERS OF AWARD / SIGNED  
FINAL ACCOUNT SUMMARIES /  
REFERENCE LETTERS**

# **LEAD STRUCTURAL ENGINEER CV**

**LEAD STRUCTURAL ENGINEER  
PROJECT COMPLETION  
CERTIFICATES, LETTERS OF  
AWARD / SIGNED FINAL ACCOUNT  
SUMMARIES / REFERENCE  
LETTERS**

# **LEAD MECHANICAL ENGINEER CV**

**LEAD MECHANICAL ENGINEER  
PROJECT COMPLETION  
CERTIFICATES, LETTERS OF  
AWARD / SIGNED FINAL ACCOUNT  
SUMMARIES / REFERENCE LETTER**

# **LEAD ELECTRICAL ENGINEER CV**

**LEAD ELECTRICAL ENGINEER  
PROJECT COMPLETION  
CERTIFICATES, LETTERS OF  
AWARD / SIGNED FINAL ACCOUNT  
SUMMARIES / REFERENCE  
LETTERS**

# **LEAD CONSTRUCTION HEALTH AND SAFETY AGENT CV**

**LEAD CONSTRUCTION HEALTH  
AND SAFETY AGENT PROJECT  
COMPLETION CERTIFICATES,  
LETTERS OF AWARD / SIGNED  
FINAL ACCOUNT SUMMARIES /  
REFERENCE LETTER.**