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HEALTH  
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## AdvertQuote

KWAZULU-NATAL PROVINCE  
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## Quotation Advert

Opening Date:	2022-08-15
Closing Date:	2022-08-22
Closing Time:	11:00
<b>INSTITUTION DETAILS</b>	
Institution Name:	Head Office Quotations <input checked="" type="checkbox"/>
Province:	KwaZulu-Natal
Department or Entity:	Department of Health
Division or section:	Central Supply Chain Management
Place where goods / services is required	<input type="text"/>
Date Submitted	2022-08-15
<b>ITEM CATEGORY AND DETAILS</b>	
Quotation Number:	ZNQ: ZNQ HOH/0623/23
Item Category:	Select... <input checked="" type="checkbox"/>
Item Description:	Installation of Bulk Water Steel Tank Multi-Disciplinary Team at St Apollinaris Hospital
Quantity (if supplies)	01
<b>COMPULSORY BRIEFING SESSION / SITE VISIT</b>	
Select Type:	Compulsory Site Visit <input checked="" type="checkbox"/>
Date :	2022-08-19
Time:	11:00
Venue:	St Apollinaris Hospital
QUOTES CAN BE COLLECTED FROM:	<input type="text"/>
QUOTES SHOULD BE DELIVERED TO:	<input type="text"/>
<b>ENQUIRIES REGARDING THE ADVERT MAY BE DIRECTED TO:</b>	
Name:	Phumlani Majola
Email:	Phumlani.majola@kznhealth.gov.za
Contact Number:	033 815 8379
Finance Manager Name:	Mrs M Maphumulo
Finance Manager Signature:	

No late quotes will be considered



DESCRIPTION: Installation of Bulk Water Storage Steel Tank Multi-Disciplinary Team for St Apollinaris Hospital

SIGNATURE OF BIDDER ..... DATE.....  
 [By signing this document, I hereby agree to all terms and conditions]

CAPACITY UNDER WHICH THIS QUOTE IS SIGNED.....

Item No	Quantity	Description	Brand & model	Country of manufacture	Price	
					R	c
	01	Installation of Bulk Water Storage Steel Tank Multi-Disciplinary Team for St Apollinaris Hospital				
		Compulsory Site Visit				
		Date: 19/08/2022				
		Vanue: St Apollinaris Hospital				
		Time:11:00				
		NB: Specification Attached				
VALUE ADDED TAX @ 15% (Only if VAT Vendor)						
TOTAL QUOTATION PRICE (VALIDITY PERIOD 60 Days)						

Does This Offer Comply With The Specification?	Does The Article Conform To The S.A.N.S. / S.A.B.S. Specification?
Is The Price Firm?	State Delivery Period, e.g., 1day, 1week

<p><b>Enquiries regarding the quote may be directed to:</b></p> <p>Contact Person: Phumlani Majola ..... Tel: 033 815 8379</p> <p>E-Mail Address: Phumlani.majola@kznhealth.gov.za</p>	<p><b>Enquiries regarding technical information may be directed to:</b></p> <p>Contact Person: Amile Ndlovu ..... Tel: 033 940 2535</p>
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BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. BIDDER'S DECLARATION

2.1. Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling 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.

Table with 3 columns: Full Name, Identity Number, Name of State Institution

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

2.2.1. If so, furnish particulars: .....

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

2.3.1. If so, furnish particulars: .....

3. DECLARATION

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

- 3.1. I have read and I understand the contents of this disclosure;
3.2. I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
3.3. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
3.4. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
3.5. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
3.6. There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
3.7. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

Name of Bidder Signature Position Date

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

2 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.

## GENERAL CONDITIONS OF CONTRACT

### 1. AMENDMENT OF CONTRACT

- 1.1. Any amendment to or renunciation of the provisions of the contract shall at all times be done in writing and shall be signed by both parties.

### 2. CHANGE OF ADDRESS

- 2.1. Bidders must advise the Department of Health (institution where the offer was submitted) should their address (*domicilium citandi et executandi*) details change from the time of bidding to the expiry of the contract.

### 3. GENERAL CONDITIONS ATTACHED TO THIS QUOTATION

- 3.1. The Department is under no obligation to accept the lowest or any quote.
- 3.2. The Department reserves the right to communicate in writing with vendors in cases where information is incomplete or where there are obscurities regarding technical aspects of the offer, to obtain confirmation of prices or preference claims in cases where it is evident that a typing, written, transfer or unit error has been made, to investigate the vendor's standing and ability to complete the supply/service satisfactorily.
- 3.3. **ALL DECISIONS TAKEN BY THE DEPARTMENT ARE FINAL, INCLUDING THE AWARD OR CANCELLATION OF THIS QUOTATION.**
- 3.4. The price quoted must include VAT (if VAT vendor).
- 3.5. Should a bidder become a VAT vendor after award or during the implementation of a contract, they may not request the VAT percentage from the Department as the service provider made an offer during the period they were not registered as a VAT vendor. The Department is only liable for any VAT from registered VAT vendors as originally stated on the quotation document.
- 3.6. The bidder must ensure the correctness & validity of the quotation:
- (i) *that the price(s), rate(s) & preference quoted cover all for the work/item (s) & accept that any mistakes regarding the price (s) & calculations will be at the bidder's risk*
- (ii) *it is the responsibility of the bidder to confirm receipt of their quotation and to keep proof thereof.*
- 3.7. The bidder must accept full responsibility for the proper execution & fulfilment of all obligations conditions devolving on under this agreement, as the Principal (s) liable for the due fulfilment of this contract.
- 3.8. This quotation will be evaluated based on the 80/20 points system, specification, correctness of information and/or functionality criteria. All required documentation must be completed in full and submitted.
- 3.9. Offers must comply strictly with the specification.
- 3.10. Only offers that meet or are greater than the specification will be considered.
- 3.11. Late offers will not be considered.
- 3.12. Expired product/s will not be accepted. All products supplied must be valid for a minimum period of six months.
- 3.13. Used/ second-hand products will not be accepted.
- 3.14. A bidder not registered on the Central Suppliers Database or whose verification has failed will not be considered.
- 3.15. All delivery costs must be included in the quoted price for delivery at the prescribed destination.
- 3.16. Only firm prices will be accepted. Such prices must remain firm for the contract period. Non-firm prices (including rates of exchange variations) will not be considered.
- 3.17. In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point.
- 3.18. In the event of a bidder having multiple quotes, only the cheapest according to specification will be considered.
- 3.19. Verification will be conducted to identify if bidders have multiple companies and are cover-quoting for this bid.
- 3.20. In such instances, the Department reserves the right to immediately disqualify such bidders as cover-quoting is an offence that represents both corruption and acquisition fraud.

### 4. SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF THIS QUOTATION.

- 4.1. 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.
- 4.2. Under no circumstances whatsoever may the quotation/bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
- 4.3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
- 4.4. Quotations submitted must be complete in all respects. However, where it is identified that information in a bidder's response, which does not affect the preference points or price, is incomplete in any respect, the said supplier meets all specification requirements and scores the highest points in terms of preference points and price, the Department reserves the right to request the bidder to complete/ submit such information.
- 4.5. Any alteration made by the bidder must be initialled; failure to do so may render the response invalid.
- 4.6. Use of correcting fluid is prohibited and may render the response invalid.
- 4.7. Quotations will be opened in public as soon as practicable after the closing time of quotation.
- 4.8. Where practical, prices are made public at the time of opening quotations.
- 4.9. 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.

4.10. The Department is under no obligation to pay suppliers in part for work done if the supplier can no longer fulfil their obligation.

## 5. SPECIAL INSTRUCTIONS REGARDING HAND DELIVERED QUOTATIONS

- 5.1. Quotation 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 quotation documents.
- 5.2. Each quotation shall be addressed in accordance with the directives in the quotation documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the quotation number and closing date indicated on the envelope. The envelope shall not contain documents relating to any quotation other than that shown on the envelope. If this provision is not complied with, such quotations/bids may be rejected as being invalid.
- 5.3. All quotations received in sealed envelopes with the relevant quotation numbers on the envelopes are kept unopened in safe custody until the closing time of the quotation/bids. Where, however, a quotation is received open, it shall be sealed. If it is received without a quotation/bid number on the envelope, it shall be opened, the quotation number ascertained, the envelope sealed and the quotation number written on the envelope.
- 5.4. A specific box is provided for the receipt of quotations, and no quotation found in any other box or elsewhere subsequent to the closing date and time of quotation will be considered.
- 5.5. No quotation/bid sent through the post will be considered if it is received after the closing date and time stipulated in the quotation documentation, and proof of posting will not be accepted as proof of delivery.
- 5.6. Quotation documents must not be included in packages containing samples. Such quotations may be rejected as being invalid.

## 6. SAMPLES

- 6.1. In the case of the quote document stipulating that samples are required, the supplier will be informed in due course when samples should be provided to the institution. (This decreases the time of safety and storage risk that may be incurred by the respective institution). The bidders sample will be retained if such bidder wins the contract.
  - (i) If a company/s who has not won the quote requires their samples, they must advise the institution in writing of such.
  - (ii) If samples are not collected within three months of close of quote the institution reserves the right to dispose of them at their discretion.
- 6.2. **Samples must be made available when requested in writing or if stipulated on the document.**
  - (i) If a Bidder fails to provide a sample of their product on offer for scrutiny against the set specification when requested, their offer will be rejected. All testing will be for the account of the bidder.

## 7. COMPULSORY SITE INSPECTION / BRIEFING SESSION

- 7.1. Bidders who fail to attend the compulsory meeting will be disqualified from the evaluation process.
  - (i) The institution has determined that a compulsory site meeting  take place
  - (ii) Date 19 /08 /2022 Time 11: :00 Place St Apollinaris Hospital

Institution Stamp:	Institution Site Inspection / briefing session Official
	Full Name: .....
	Signature: .....
	Date: .....

## 8. STATEMENT OF SUPPLIES AND SERVICES

- 8.1. The contractor shall, when requested to do so, furnish particulars of supplies delivered or services executed. If he/she fails to do so, the Department may, without prejudice to any other rights which it may have, institute inquiries at the expense of the contractor to obtain the required particulars.

## 9. SUBMISSION AND COMPLETION OF SBD 6.1

- 9.1. Should a bidder wish to qualify for preference points they must complete a SBD 6.1 document. Failure by a bidder to provide all relevant information required, will result in such a bidder not being considered for preference points allocation. The preferences applicable on the closing date will be utilized. Any changes after the closing date will not be considered for that particular quote.

## 10. TAX COMPLIANCE REQUIREMENTS

- 10.1. In the event that the tax compliance status has failed on CSD, **it is the suppliers' responsibility to provide a SARS pin in order for the institution to validate the tax compliance status of the supplier.**
- 10.2. In the event that the institution cannot validate the suppliers' tax clearance on SARS as well as the Central Suppliers Database, **the quote will not be considered and passed over as non-compliant according to National Treasury Instruction Note 4 (a) 2016/17.**

## 11. TAX INVOICE

11.1. A tax invoice shall be in the currency of the Republic of South Africa and shall contain the following particulars:

- |  |  |
|--|--|
| (i) the name, address and registration number of the supplier;                           | (iv) a description and quantity or volume of the goods or services supplied; |
| (ii) the name and address of the recipient;  | (v) the official department order number issued to the supplier;             |
| (iii) an individual serialized number and the date upon which the tax invoice is issued; | (vi) the value of the supply, the amount of tax charged;                     |
|  | (vii) the words tax invoice in a prominent place.                            |

## 12. PATENT RIGHTS

The supplier shall indemnify the **KZN Department of Health** (hereafter known as the purchaser) against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

## 13. PENALTIES

- 13.1. If at any time during the contract period, the service provider is unable to perform in a timely manner, the service provider must notify the institution in writing/email of the cause of and the duration of the delay. Upon receipt of the notification, the institution should evaluate the circumstances and, if deemed necessary, the institution may extend the service provider's time for performance.
- 13.2. In the event of delayed performance that extends beyond the delivery period, the institution is entitled to purchase commodities of a similar quantity and quality as a substitution for the outstanding commodities, without terminating the contract, as well as return commodities delivered at a later stage at the service provider's expense.
- 13.3. Alternatively, the institution may elect to terminate the contract and procure the necessary commodities in order to complete the contract. In the event that the contract is terminated the institution may claim damages from the service provider in the form of a penalty. The service provider's performance should be captured on the service provider database in order to determine whether or not the service provider should be awarded any contracts in the future.
- 13.4. If the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance.

## 14. TERMINATION FOR DEFAULT

- 14.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (i) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract,
  - (ii) if the supplier fails to perform any other obligation(s) under the contract; or
  - (iii) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 14.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services.
- 14.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

## 15. THE DEPARTMENT RESERVES THE RIGHT TO PASS OVER ANY QUOTATION WHICH FAILS TO COMPLY WITH THE ABOVE.

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017**

This preference form must form part of all quotes invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

**1. GENERAL CONDITIONS**

1.1 The following preference point systems are applicable to all quotes:

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

1.2 The value of this quote is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.

1.3 Points for this quote shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this quote is allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the quote, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

**2. DEFINITIONS**

- (a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **"EME"** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **"functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **"prices"** includes all applicable taxes less all unconditional discounts;
- (h) **"proof of B-BBEE status level of contributor"** means:
  - 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **"QSE"** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;



**3. POINTS AWARDED FOR PRICE**

**3.1 THE 80/20 PREFERENCE POINT SYSTEMS**

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

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

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

**4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR**

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

**5. BID DECLARATION**

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

**6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1**

6.1 B-BBEE Status Level of Contributor: = .....(maximum of 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

**7. SUB-CONTRACTING**  
(applicable box)

(Tick

YES	NO
-----	----

7.1 Will any portion of the contract be sub-contracted?

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....

8. Whether the sub-contractor is an EME or QSE

(Tick applicable box)

iv) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations 2017:

YES	NO
-----	----

Designated Group: An EME or QSE which is at last 51% owned by:	EME	QSE
Black people	√	√
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

9. **DECLARATION WITH REGARD TO COMPANY/FIRM**

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 **TYPE OF COMPANY/ FIRM [TICK APPLICABLE BOX]**

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

9.5 **DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....

.....

9.6 **COMPANY CLASSIFICATION [TICK APPLICABLE BOX]**

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

9.7 Total number of years the company/firm has been in business:.....

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

<b>WITNESSES</b>
1. ....
2. ....

..... <b>SIGNATURE(S) OF BIDDERS(S)</b>
<b>DATE:</b> .....
<b>ADDRESS</b> ..... ..... .....



**KWAZULU-NATAL PROVINCE**

**HEALTH  
REPUBLIC OF SOUTH AFRICA**

**DESCRIPTION OF SERVICE:** APPOINTMENT OF AN NEC3 PROJECT MANAGER, SUPERVISOR, QUANTITY SURVEYOR, CONSTRUCTION HEALTH AND SAFETY AGENT AS A MULTI-DISCIPLINARY TEAM FOR THE MSELENI HOSPITAL – INSTALLATION OF BULK WATER STORAGE STEEL TANK

**DISCIPLINE** PROFESSIONAL ENGINEER AS NEC3 PROJECT MANAGER, PROFESSIONAL MECHANICAL OR CIVIL ENGINEER AS NEC3 SUPERVISOR, PROFESSIONAL QUANTITY SURVEYOR,

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

## **SECTION A**

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

**AN ENTITY TO PROVIDE A MULTIDISCIPLINARY TEAM OF EXPERIENCED AND SKILLED PROFESSIONAL CONSULTING SERVICES WITH A CONSTRUCTION PROJECT MANAGER AS THE LEAD**

Project Description:

**ST APOLLINARIS Hospital – Installation of bulk water storage steel tank**

#### **1. Project Background and Specification**

The project is located at the St Apollinaris hospital, a district hospital with 155 beds located at the Centocow mission, Creighton at Ingwe Municipality.

Areas serviced by the hospital include the Ingwe municipality which has a total population of 117 000 (2005 municipal census) and part of the uMzimbhulu municipality, including Lesotho cross borders, bringing the total population served to 150 000.

Services offered:

- Ante-natal clinic
- ARV clinic
- Dental clinic.
- Dental Services
- HCT and PMTCT
- Maternity
- Medical
- MMC
- Occupational Therapy
- Physiotherapy
- Paediatrics
- Health Care
- Neonatal
- School health

## 2. Detailed Project Scope of Work

The Site:

As part of Stage 2, concept and feasibility the DOH-KZN appointed PSP will determine and present to HIAC the most advantageous final placement of the 72-hour water storage tank and in addition the elevated tank for the borehole water, within the Mseleni Hospital grounds. The most suitable positions will factor for amongst many other considerations space availability for the ground tank installation and proximity to municipal water meter etc.

Land Owner:	KZN-Provincial Government		
Street Address (or directions):	ST APOLLINARIS Hospital		
Postal Address:	PO Sibaya Sibaya 3967		
Telephone Number:	+27 (0) 39 833 1045/55		
Hospital Manager:	Mrs. T. Zuma (Acting CEO)		
Cadastral Description:	Latitude:	-29.726	Longitude: 30.0177
Zoning:	Regional Hospital		
Planning restrictions:	Nil (subject to confirmation)		
Existing Infrastructure	See above (project details and specification)		

The following is the scope of work:

- Investigate the water demand for the entire Hospital in order to determine the capacity of a suitable steel tank that will store both potable water & fire water for a minimum period of 72 hours
- Design water storage steel tank or multiple water storage steel tanks that will meet the demand (submit 3 options, due to space limitations)
- Submit design drawings for HIAC approval
- Construct suitable concrete base(s) for the steel tank(s)
- Inspect existing potable water reticulation and repair/replace sections where required
- Inspect existing fire water reticulation and repair/replace sections where required
- Connect steel tank(s) to existing potable water reticulation
- Connect steel tank(s) to existing fire water reticulation
- Bulk water storage steel tank to be properly designed to automatically:
  - Kick-in when normal Municipal potable water supply is interrupted
  - Cut-off potable water use once certain water level has been reached in order to ensure the continuous availability fire water remains
  - To deliver required water supply volumes and pressures as required to all existing hot water geysers, fire hydrants, firefighting hose reels & etc.
  - Suitable remote monitoring system to monitor:
    - Critical equipment
    - Stored water volumes
    - Incoming water volumes
    - Delivery water volumes
- Install information, safety and regulatory signage

- Provide as-built drawings
- Provide O&M manuals
- Provide training to both Operational and Maintenance staff

**3. Project Outcomes:**

- A fully automatic and functional bulk water storage steel tank(s) capable to provide 72-hour back-up water storage for both potable and fire water use, at Mseleni Hospital, in the UMkhanyakude District

**4. Project Objectives:**

- To provide a fully automatic and functional bulk water storage steel tank, for both potable and fire use purposes
- To ensure the continuous availability of firefighting water even when normal Municipal water supply is interrupted, in order to prevent the risk of high loss of life in the unfortunate event of a fire break
- To ensure at least a 72-hr potable water availability in the event that normal Municipal water supply is interrupted
- To provide a product that is safe, reliable and maintenance friendly
- To provide remote monitoring of critical equipment, water volumes and water levels

**5. Project Success Criteria:**

- A new fully functional bulk water storage steel tank, capable to store both potable water and fire water for a minimum period of 72-hours
- Bulk water storage steel tank that automatically
  - kick-in immediately the normal Municipal water supply is interrupted
  - cut-off potable water use to ensure continuous availability of fire water remains
  - fully meets all immediate demands for staff, patients and firefighting purposes
- Remote monitoring of critical equipment, water volumes and water levels
- Complies to all relevant statutory laws, by-laws, OHS and other applicable legislations

**6. Scope of Works of the Construction:**

The Consultant

- Is to manage the project to successful completion within time, cost and to the required specification and to manage project associated risks for minimum impact.
- Must develop, design, document, manage and close the project
- May not proceed with any stage (FIDPM) of the work until the KZN-DOH is satisfied with the stage of the project.
- Must clarify any uncertainties, discrepancies, etc. to the satisfaction of KZN-DOH
- Is expected to deliver a well-designed, cost effective, low maintenance facility that will suit the needs of uMkhanyakude District community and KZN-DOH
- Must adhere to the timeframes for the work to be completed as presented

## 7. Statutory Requirements:

Legislation:	All applicable Acts and Regulations pertaining to the Health Environment; OHS Act and Regulations; and All applicable Acts and Regulations for the various Professional Consultancy Services
Norms:	Infrastructure Unit Support Systems (IUSS) guidelines
Standards:	Infrastructure Unit Support Systems (IUSS) guidelines; Standard for Infrastructure Procurement and Delivery Management; Framework for Infrastructure Delivery and Procurement Management (FIDPM) 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

## 8. Required Multidisciplinary Team Composition

- o NEC3 Project Manager (Registered Professional Engineer or Registered Professional Construction Project Manager)
- o NEC3 Supervisor (Registered Professional Mechanical or Civil Engineer)
- o Fire Engineer and Wet Services Engineer
- o Registered Professional Quantity Surveyor

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

### 9.1. NEC3 Project Manager

Provision of all services, deliverables, roles and responsibilities as stated in the NEC3 Option E April 2013 contract as well as in the South African Council for the Project and Construction Management Professions, Board Notice 168 of 2019 Government Gazette No. 42697 of 13 September 2019 and the Framework for Infrastructure Delivery and Procurement Management (FIDPM). It is explicitly stated that given the public sector nature of this project and the rules, regulations and policies of the Department of Health, the Project Manager CANNOT GRANT APPROVAL for any items/aspects relating to an increase in cost, time or approval of designs of the appointed contractor. The Project Manager's role will be to assess the aforementioned items and provide a written recommendation and motivation to the Department of Health for the approval by the Health of Health or his delegated authority.

The Project Manager shall be responsible for assessing the designs produced by the contractor, facilitating the development of the designs, presenting and recommending these designs for approval to the Department of Health at the designated forum, HIAC (Health Infrastructure Approval Committee). The Project Manager shall further facilitate any amendments required by HIAC up until the point that approval is received for the design by the Head of Health or his delegated authority.

No claims for additional fees shall be entertained other than what have been allowed for in the pricing of this bid, by the bidder, to perform the stated duties on the project.

If suitably qualified and experienced, the Project Manager may serve as both NEC3 Project Manager

and NEC3 Supervisor on the project.

#### 9.2. NEC3 Supervisor

Provision of all services, roles and responsibilities as stated in the NEC3 Option E April 2013 contract. The Supervisor shall issue reports at no greater interval than bi-weekly covering all aspects of their duties from the date at which the contractor commences works on site up until all construction is complete and all defects are rectified. Should the Department of Health, through its own assessment, deem the Supervisor has not performed their duties in terms of the contract, penalties as detailed in Appendix C of this contract shall be applied.

#### 9.3. Quantity Surveyor

The role of the Quantity Surveyor shall be to support the Project Manager in fulfilling all cost related functions on the project. Furthermore, the Quantity Surveyor shall be required to ensure that a minimum of 3 quotations are sourced and adjudicated for all subcontracted works in order to obtain a market related price. Where works is done directly by the Principal Building Contractor, the Quantity Surveyor shall ensure that all costs are market related with evidence to support this being provided to the client. The Quantity Surveyor shall be responsible for producing all deliverables (Construction Stages 1-6) applicable to a Design and Build Procurement Method with a Cost Reimbursable Pricing Strategy as stated in the South African Council for the Quantity Surveying Professions, Board Notice 170 of 2015, and Government Gazette No 391134 of 28 August 2015. The Quantity Surveyor will not be required to undertake tender document preparation, tender adjudication, and contract document preparation. Furthermore, the Quantity Surveyor shall be required to present estimates, cost reports, etc., to DOH as and when required. The Quantity Surveyor shall review the NEC3 and accepts that all financial duties and responsibilities assigned to the employer's agents are carried out by the Quantity Surveyor in support of the Project Manager. The Quantity Surveyor CANNOT GRANT APPROVAL for any items/aspects relating to an increase in cost or time. The Quantity Surveyor will, in conjunction with the Project Manager, prepare a written recommendation and motivation to the Department of Health for the approval by the Health of Health or his delegated authority.

The Quantity Surveyor is also required to produce a Final Account that consists of a fully measured BOQ with actual rates for all the works performed measured in accordance with the Standard System of Measurement 7<sup>th</sup> edition for the approval by the Health of Health or his delegated authority.

#### 9.4. 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.

#### 9.5. Other Required Resources

Any additional Professional resources which the Project Manager requires to perform his/her duties are to be indicated on Form A and must be allowed for in the total percentage pricing offered. No requests for increases to the tendered value will be considered for any additional resources required post award.

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

10.1. Extensive consultation is to take place over all construction stages which will include (but is not exclusive) consultation with:



- The Facility
- DOH District
- DOH Head Office
- Local authority
- Other Authorities
- Statutory bodies
- Other Departments

10.2. 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.

10.3. All additional required presentations to be done as may be required

10.4. All approvals to be acquired as may be required

## 11. 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.

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

The Project Manager 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.

## 12. 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

### 13. Use of Reasonable Skill and Care

The Project Manager 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.

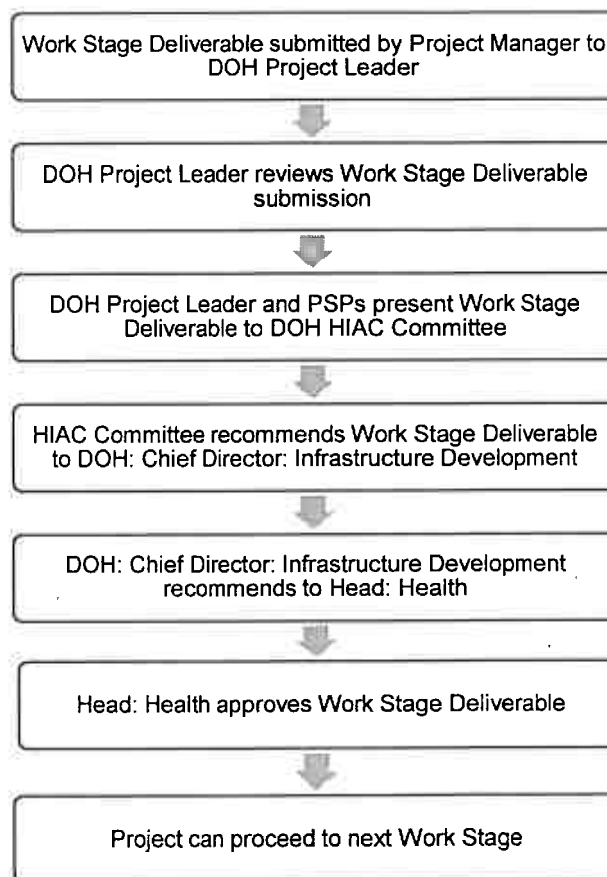
### 14. Co-operation with Other Service Providers and Affected Parties

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

### 15. Copyright

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

### 16. General Approval Process per Work Stage



### 17. 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 Project Manager shall be aware of such arrangements and advise the Employer's internal Project Leader timeously to prevent any delays that may arise due to restricted access.

### 18. 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.

#### **19. Format of Communications**

As detailed in the Contract Data and CIDB Standard Professional Services Contract July 2009.

#### **20. Key Personnel**

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

#### **21. Management Meetings**

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

#### **22. Forms for Contract Administration**

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

#### **23. Fee Claims and Apportionment of Fees**

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 9 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.

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

GOVERNMENT GAZETTE, 26 March 2021 Table 10: Typical percentage points for each stage

Civil: Engineering Projects:

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

## 24. Use of Documents by the Employer

Critical information, which will track the progress of the project, will be recorded and updated by the Project Manager on a monthly basis. These will be presented to the Employer as required, by the Project Manager 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

## 25. 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.

A separate training and mentorship agreement will be concluded with the Consultant/s at the time of placing trainees / interns. This service will not attract an additional payment.

## 26. Project Construction Cost

The estimated project value excluding professional fees is R 4 469 162,71 (Four Million, Four Hundred and Sixty Nine Thousand, One Hundred and Sixty Rand, Seventy One Cents Inclusive of 15% VAT) with the scope of the being as detailed in the Project Brief. The Project Brief will be made available on award to successful and bidder.

## 27. Cost and pricing of the project

Professional Fees for the team shall be tendered as a **PERCENTAGE** based on the value of the construction works. The percentage shall then be apportioned by percentage amongst the various professional disciplines. The percentage shall remain fixed for the entire project however the apportionment amongst the various disciplines may change should it be required. Changes to the apportionment are to be agreed by the Professional Team and the Employer is to be duly informed in writing by an official letter from the 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**. All other adjustment of fees for each professional discipline will be regulated by the relevant Government Gazette (as stated in point 9 above).

## 28. Project Details

28.1. You are requested to quote for a team consisting of an NEC3 Project Manager, NEC3 Supervisor, Quantity Surveyor, Construction Health and Safety Agent, any other Support Professionals required as part of a Multi-disciplinary team, and their total costs, which should as a minimum consist of:

- Construction Project Manager (as NEC3 Project Manager)
- Professional Registered Civil Engineer/Technologist (as NEC3 Supervisor)
- Professional Registered Mechanical Engineer/Technologist (Incl Fire and Wet Services Engineer)
- Professional Registered Electrical Engineer/Technologist
- Quantity Surveyor
- Other Support Professionals

The Construction Project Manager (NEC3 Project Manager) may also assume the role of Supervisor if suitably qualified and experienced as per the stated requirements.

The relevant Guidelines are as per the following:

Construction Project Manager	South African Council for the Project and Construction Management Professions, Board Notice 168 of 2019 Government Gazette No. 42697 of 13 September 2019
Quantity Surveyor	The South African Council for the Quantity Surveying Professions, Board Notice 170 of 2015, Government Gazette No. 39134 of 28 August 2015
Construction Health 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

- 28.2. Consultants will be expected to attend all necessary meetings with various stakeholders as reasonably required.
- 28.3. Consultants will be expected to attend a minimum of two (2) site meetings per month during the construction stage.
- 28.4. 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.
- 28.5. 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.
- 28.6. You are requested to submit your bid using the FEE BASED QUOTE PROFORMA (Appendix A, Table 1), 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.

## 29. Conditions of Appointment

- 29.1. 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. Construction Project Management 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 proposed to the project for each service.

- 29.2. The Professional individuals named as part of the project team (as per Form A) must play an active and visible role on the project. The stated Professional individuals must attend a minimum of 70% of all meetings in which they are required. Failure to comply with this condition will constitute a breach of this contract.
- 29.3. 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.

### 30. Evaluation Criteria: Functionality

The threshold score, below which tenderers are eliminated from further consideration, should be 70%

Evaluation Criteria	Points		Sub-Points Scoring	
Project Manager (ECSA Professional Registration Engineer or Technologist Civil, or Registered Professional Construction Project Manager SACPCMP)  <b>Note: Failure to submit Professional Registration Certificate will lead to automatic disqualification</b>	50	Points	50	Submission Professional Registration Certificate ECSA (Professional Engineer or Technologist Civil), or Registered Professional Construction Project Manager SACPCMP
0			no or irrelevant submission, does not meet requirement	
Technical Qualifications Submit Technical Qualifications for Project Manager, (Qualification must be a qualification in the built environment)	30	Points	30	Masters or Higher
20			BSc or Btech	
15			National Diploma	
Technical Staff CV's with qualifications Diploma as the minimum qualification, Only Qualification in Engineering will be accepted.	20	Points	20	4 – 5 Staff CV's with Qualifications
10			2 – 3 Staff CV's with Qualification	
0			no or irrelevant submission, does not meet requirement	

### 31. Pricing Schedule

General Notes -

- 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 all surcharges
- Disbursements shall be allowed for at 5% of the total tendered fee 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**

Estimated Value of Work for Excluding Fees	R 4 469 162,71
Total Tendered Fee Percentage for Team (to 2 decimal places)	%
Total Fees for Team	R
Allowance for Disbursements 5%	R
Sub-Total 1	
ADD VAT at 15%	
<b>GRAND TOTAL (to be carried to the Form of Offer and Acceptance)</b>	<b>R</b>



## 32. 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 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 all travelling and related expenses including all travelling costs, time charges and subsistence allowances related thereto will not be paid for separately except for attending off-site meetings at the request of the employer where only travelling costs (mileage only) shall be claimable in accordance with the rules set out in C2.1.6.3

The site must be visited as often as the works require for the execution of all duties on the Project. The Service Provider must be available at 24 hours' notice to visit the site if so required. All costs in this regard will be deemed to be included in the tendered fees as stated in C2.1.1.1

##### C2.1.1.6 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.

##### C2.1.1.7 For all Services provided on a time basis, time sheets giving full particulars of the work, date of execution and time duration, should be submitted with each fee account.

##### C2.1.1.8 Payments to the Service Provider will be made electronically according to the banking details furnished by the Service Provider. Any change in such banking details must be communicated to the departmental project manager timeously. Fee accounts, correct in all respects, will be deemed submitted when received by the Employer and settled when electronically processed by the Employer. The Employer reserves the right to dispute the whole account, any item or part of an item at any time and will deal with such case in terms of clause 14.3 of the General Conditions of Contract.

- C2.1.1.9 Accounts for Services rendered may be submitted on the successful completion of each stage of work. Interim accounts will only be considered during the construction stage of the works and then not more frequently than quarterly except if otherwise agreed between the authorised and designated representative of the Service Provider and the Employer. Payment of accounts rendered will be subject to the checking thereof by the departmental project manager. The Employer reserves the right to amend the amounts claimed in order to conform to the rates stipulated in this Contract and make payment on the basis of the balance of the account in accordance with clause 14.3 of the General Conditions of Contract.
- C2.1.2 Value based fees
- C2.1.2.1 Fees for work done under a value based fee shall be calculated according to the tendered percentage for fees for the team and apportioned to construction stages (for each professional discipline) according to the applicable stated tariff of fee guide according to the latest Government Gazettes.
- 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.

**C2.1.3.6 Environmental Impact Assessment**

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

**C2.1.4 Typing, printing and duplicating work**

**C2.1.4.1 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.

**C2.1.4.2 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.

C2.1.5 Travelling and subsistence arrangements and tariffs of charges  
Notwithstanding the ruling in C2.1.1.5 above (regarding disbursements and travelling expenses which will not be paid separately), when the Service Provider is requested 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.

C2.1.5.1 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.

C2.1.5.2 Travelling time  
No travelling time shall be paid on this project.

C2.1.5.3 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. Travelling costs related to trips to the site shall not be claimable and will be deemed to be included in your tendered professional fee. Travel costs will only be considered where the Service Provider has been requested to attend an off-site meeting with the destination being further than 50km (one way) from the Service Provider's office.

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

C2.2.1.1 The tenderer must make provision for all activities necessary for the execution of the service as set out in the Scope of Service.