



**KWAZULU-NATAL PROVINCE**  
HEALTH  
REPUBLIC OF SOUTH AFRICA

## Quotation Advert

**Opening Date:** 27/07/2023  
**Closing Date:** 03/08/2023  
**Closing Time:** 11:00

### INSTITUTION DETAILS

**Institution Name:** Head Office Quotations  
**Province:** KwaZulu-Natal  
**Department of entity:** Department of Health  
**Division or section:** Supply Chain Management  
**Place where goods/ service is required:** Imbalenhle CHC

**Date Submitted:** 27/07/2023

### ITEM CATEGORY AND DETAILS

**Quotation number:** ZNQ HOH/0263/24  
**Item Category:** Construction of new retaining wall, fence, guardhouse, parking and storm water management at imbalenhle chc

### COMPULSORY BRIEFING SESSION / SITE VISIT

**Select Type:** Complusory Briefing  
**Time:** 10:00 (01 August 2023)  
**Venue:** Imbalenhle CHC

**QUOTES CAN BE COLLECTED FROM:** KZN Health Website

**QUOTATION MUST BE DEPOSITED ON THE TENDER BOX SITUATED NEXT TO SECURITY 310 JABU NDLOVU STREET OLB BOYS MODEL SCHOOL OR email: quotation.scmho@kznhealth.gov.za**

### ENQUIRIES REGARDING ADVERT MAY BE DIRECTED TO:

**Name:** Majola P  
**Email:** Phumlani.majola@kznhealth.gov.za

**Cor.tact number:** 033 815 8379

**Finance Manager Name:** Mrs EN Maphumulo

**Finance Manage signature:** 



**OFFICIAL PRICE PAGE FOR QUOTATIONS OVER R2 000.01**

QUOTE NUMBER: ZNQ / HOH  / 0263 , 2024 .

DESCRIPTION: CONSTRUCTION OF NEW RETAINING WALL, FENCE, GUARDHOUSE, PARKING AND STORM WATER

PREFERENCE POINTS WILL BE ALLOCATED ACCORDING TO THE IMPLEMENTATION OF SPECIFIC GOALS IN TERMS OF PPR 2022:		POINTS ALLOCATED
Race	Full/partial/ combination of points may be allocated to companies at least 51% Owned by Black People <input type="checkbox"/>	20

ICN NUMBER	QUANTITY	UNIT OF MEASURE	DESCRIPTION	BRAND & MODEL	COUNTRY OF MANUFACTUR E	PRICE	
						R	C
	1		CONSTRUCTION OF NEW RETAINING WALL, FENCE, GUARDHOUSE, PARKING AND STORM WATER				
			Compulsory : Site Visit				
			Date: 01 August 2023				
			Time :10:00				
			Venue: Imbalenhle CHC				
			NB:Specification Attached				
			All Information will be verified on CSD				
			Hand deliver: 310 Jabu Ndlovu street, SCM				
			Offices, Quotation Tender Box				
			or				
			Email to quotations.scmho@kznhealth.go.za				
VALUE ADDED TAX @ 15% (Only if VAT Vendor)							
TOTAL QUOTATION PRICE (VALIDITY PERIOD 60 Days)							

DOES THIS OFFER COMPLY WITH THE SPECIFICATION? YES / NO  
 IS THE PRICE FIRM? YES / NO  
 DOES THE ARTICLE CONFORM TO THE S.A.N.S. / S.A.B.S. SPECIFICATION? YES / NO

STATE DELIVERY PERIOD (E.G. 3 DAYS, 1 WEEK) \_\_\_\_\_

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

SIGNATURE OF BIDDER: \_\_\_\_\_  
 [By signing this document, I hereby agree to all terms and conditions]

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

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

**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.

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
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<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.

<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.

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid/quotation documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

**1 Definitions**

The following terms shall be interpreted as indicated:

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

**2 Application**

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

**3 General**

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



**4 Standards**

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

**5 Use of contract documents and information; inspection.**

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

**6 Patent rights**

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

**7 Performance security**

- 7.1. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3. The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:  
(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or  
(b) a cashier's or certified cheque
- 7.4. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

**8 Inspections, tests and analyses**

- 8.1. All pre-bidding testing will be for the account of the bidder.
- 8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5. Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7. Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

**9 Packing**

- 9.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

**10 Delivery and documents**

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

**11 Insurance**

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



**12 Transportation**

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

**13 Incidental services**

- 13.1. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
  - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the
- 13.2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

**14 Spare parts**

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

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

**15 Warranty**

- 15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

**16 Payment**

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

**17 Prices**

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

**18 Contract amendments**

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

**19 Assignment**

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

**20 Subcontracts**

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

**21 Delays in the supplier's performance**

- 21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.



- 21.5. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
- 22 Penalties**
- 22.1. Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
- 23 Termination for default**
- 23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5. Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.
- 24 Anti-dumping and countervailing duties and rights**
- 24.1. When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.
- 25 Force Majeure**
- 25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- 26 Termination for Insolvency**
- 26.1. The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
- 27 Settlement of Disputes**
- 27.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.





- 27.2. if, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5. Notwithstanding any reference to mediation and/or court proceedings herein,  
(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and  
(b) the purchaser shall pay the supplier any monies due the supplier.
- 28 Limitation of liability**
- 28.1. Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;  
(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and  
(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29 Governing language**
- 29.1. The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30 Applicable law**
- 30.1. The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31 Notices**
- 31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32 Taxes and duties**
- 32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33 National Industrial Participation (NIP) Programme**
- 33.1. The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34 Prohibition of Restrictive practices**
- 34.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2. If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3. If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

**SPECIAL 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 initialed; 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 for fulfill 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.



5.6. 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.

- 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
- (i) 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 will take place.

(ii) Date: 01 / 08 / 2023 Time: 10 : 00 Place: Imbalenhle CHC

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

**12. PATENT RIGHTS**

12.1. 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 2022**

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

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

**1. GENERAL CONDITIONS**

- 1.1. The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
  - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2. 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. The maximum points for this tender are allocated as follows:

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

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

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

**4. DEFINITIONS**

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

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

**3.1. POINTS AWARDED FOR PRICE**

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

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

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

Where

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

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

**3.2.1. POINTS AWARDED FOR PRICE**

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

$$\begin{array}{ccc}
 \text{80/20} & & \text{90/10} \\
 \text{Ps} = 80 \left( 1 + \frac{\text{Pt} - \text{Pmax}}{\text{Pmax}} \right) & \text{OR} & \text{Ps} = 90 \left( 1 + \frac{\text{Pt} - \text{Pmax}}{\text{Pmax}} \right)
 \end{array}$$

Where

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

**4. POINTS AWARDED FOR SPECIFIC GOALS**

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.  
Note to 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)	Number of points claimed (80/20 system)
—	20	

**DECLARATION WITH REGARD TO COMPANY/FIRM**

4.3. Name of company/firm: \_\_\_\_\_

4.4. Company registration number: \_\_\_\_\_

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

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

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

_____ <b>SIGNATURE(S) OF TENDERER(S)</b>
<b>SURNAME AND NAME:</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 IMBALENHLE CHC – CONSTRUCTION OF NEW RETAINING WALL, FENCING, GUARDHOUSE, ADDITIONAL PARKING AND STORMWATER MANAGEMENT

**DISCIPLINE** PROFESSIONAL ENGINEER AS NEC3 PROJECT MANAGER, PROFESSIONAL CIVIL/STRUCTURAL 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:

Imbalenhle CHC– Construction of new retaining wall, fencing, guardhouse, additional parking and storm water management

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

Imbalenhle Community Health Centre is situated in the township of Imbali Unit 3 (Ward 22) of Pietermaritzburg under the District of uMgungundlovu in Kwazulu Natal which serves an estimated population of 1, 066 148 from 11 municipal wards.

A site visit was conducted at Imbalenhle CHC, after the CEO notified the Engineering and Technical Services Directorate about her fears of the steep sloped bank that is not retained which is approaching the concrete fence on the top of the bank.

The following concerns for both institutions:

- Chunks of rocks fall from the bank.
- The concrete fence is in bad state and the bank is now approaching the base of the fence.
- Health and Safety issues resulting from the risk of collapse.
- Health and Safety issues that may arise out of traffic accident with the risk of car hitting the fence and falling onto the clinic.

The clinic is built on a very deep cut to fill site with the deep cut as high as 12m and tapering in triangular shape down to origin natural ground and to the fill portion and a bank down to natural ground. The fill portion is also high, well grassed, well maintained and stable. The soil structure on the cut is decomposed shale of which the surface shows signs of being brittle.

The slope was observed in dry conditions where no evidence of groundwater was observed. Furthermore on the platform there is no evidence of high water table observed, however caution is recommended to reduce risk.

There is no evidence of foundation failure. However there is no evidence of slope stability failure yet (Shear Failure) under static conditions, yet failure under dynamic conditions (tremor) or heavy pore water pressure cannot be ruled out.

A ring road surrounds the entire complex, which is generally good engineering practice in terms of storm water management and debris control, however some temporary and semi-temporary structures have been built of the slope side of the road and those maybe at risk. Heavy pore water pressure can result from failure of municipal storm water management on the municipal road and heavily built up areas on the upper catchment.

It is good practice to have un-retained banks that are a maximum of 1:3. The banks observed are less and in some instances 1:1 or even less as a result the risk of the cut face exists. The risk on the fill slope is more stable for as long as the site catchment is managed. The risk exists on the high fill slope if there is a municipal storm water failure.

Imbalenhle CHC – Construction of new retaining wall, fencing, guardhouse, additional parking and storm water management



## Mitigation of risk:

**Cut Slope:** The cut slope exceeds the limit of un-retained bank, therefore imperative that a retaining solution needs to be implemented with a fair degree of urgency. The retaining wall needs to be engineered and not just built. The engineering will determine the type and height as they are different types of solutions depending on the engineering risk;

- Gabion retaining wall
- Block retaining wall
- Reinforced concrete wall
- Any of the above with piles driven to counter severe shear failure.

**Fill Slope:** The risk at the fill face is lower, therefore toe stability is required. There is evidence of some toe stability; however a detailed engineering assessment is required

**Fence:** The fence is a dilapidated concrete panel fence. It is recommended that the fence be replaced with a clear welded mesh fence built on at least 500 mm above ground engineered brick plinth right round with paved slope to the municipal road with kerbs and guard rail on the backside of the kerb to protect fence.

Retaining is a specialist work, so procurement must include services of a specialised retaining experts based on the engineering accepted solution at Concept and Viability. Assessment of 1:50 flood to determine the adequacy of the existing storm water management plan and facilities on site.

Appointed consultants to do a detailed risk assessment to determine the speed of execution and advise if pile foundations are required for the retaining wall.

The engineering concept assessment will therefore advise on the number parking bays in terms of requirements and availability of space

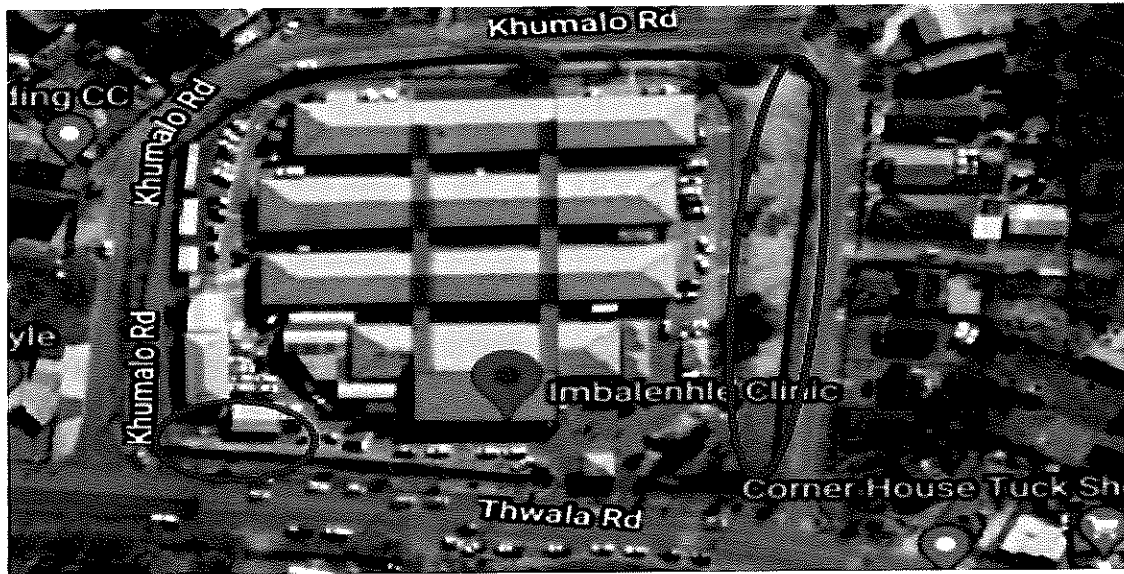
## 2. Detailed Project Scope of Work

The Site:

Imbalenhle CHC, Imbali Unit 3 Thwala Road

Land Owner:	Provincial Government			
Street Address (or directions):	Thwala Rd, Imbali, Pietermaritzburg, 3201			
Postal Address:	P/Bag X9102 Pietermaritzburg, 3201			
Telephone Number:	(033) 398 9100			
Facility Manager:	Mrs. X.N.T Mtunzi: CEO			
Cadastral Description:	Latitude:	-29.656726	Longitude:	30.342274
Zoning:	Government			
Planning restrictions:	Nil			
Existing Infrastructure	Single Storey buildings			

## 2.1. Locality Map:



**Cut Bank at Risk of Failure**

**Fill Bank: Stable however the he toe and storm water may need to be further assessed**

*Aerial View 1: Imbalenhle CHC SOURCE: Google Maps*

The following is the scope of work:

### **Construction of Perimeter Fencing**

- Site Clearance and Removal of the existing concrete perimeter fencing
- Erection of new perimeter fence including gates
- The estimated perimeter fence would be 507 metres in length and height of 2,4 metres right round the facility including one vehicle and one pedestrian gates
- The fence must be incapable of being vandalised and must have anti-cut, anti-climb, and anti-burrow provisions.
- The fence must be sturdy and firm structurally.
- The fence must be resistant to weather attacks and climate conditions (e.g. corrosion).
- All the steel materials shall be of good commercial quality.
- All the fixtures and connections must be on the inside of the fence and therefore must not be accessible from the outside.
- All the materials for the fence must be cut to size and prefabricated off site to prohibit any cutting and welding taking place on site.
- All the fence must be specified with a coloured protective coating that is not commonly found in the vicinity of the facility and must not be natural zinc finish because this is a common finish/colour of a fence and therefore makes it easier to steal for re-use or for selling. The chosen colour must blend in with the aesthetics of the facility but must also be capable of being mass produced to reduce production costs. This is to deter the criminals from stealing and re-using the fence panels elsewhere or from selling them for scrap metal.
- All the fencing material shall be supplied and installed by the same supplier but without negating potential sub-contracting arrangements. The main supplier shall remain solely accountable for all the guarantees/warranties for prefabricating, delivering and installing the fence material, therefore no third party arrangements shall be considered in this regard.

- Barbed wire strands and woven diamond-mesh or chain-link mesh shall not to be used.
- Perimeter lighting for the entire facility.
- Provision of Land Surveyor to confirm facility boundary

#### **Construction of guardhouse**

- Construction of Guard house, including toilet and kitchenette counter and all auxiliaries
- Guard house with a peculiar look in materials, design feature for aesthetics and wall façade if necessary
- High supporting feature concrete walls being the dominant elements of the security guard house.
- Entrance is placed next to a designated search room (where all necessary security search will be conducted as per guidelines) and also used for detention purposes
- An allowance for a Gun or Weapons Safe in a designate Room has been made, with the existing Guard House hosting only the Kitchenette and Toilet facility
- A guard house with CCTV viewing area;
  - ii. One Way view toughened safety glass;
  - iii. Concrete roof, and
  - iv. Access door with glass panels.
- Installation and commissioning of an automated boom gates
- Pedestrian entrance and exit with turnstile gates.
- Lighting of certain specific areas
- All external lighting to be controlled with day light switch

#### **Additional parking**

- Site Clearance
- Minor earthworks, cuts and fills and exposing of existing services
- Road layer works which will consist of a rip and compact in-situ material as roadbed and import base course namely G2
- Where there is no existing road rip and compact and add G5 as the sub-base
- Soil stabilization of in-situ material with lime on clayey material will be advised by a geotech report
- Interlocking paving blocks
- Ambulance access with canopy
- Formal parking for staff and visitors
- Road drainage on adequate storm water size of 600 diameter and 450 diameter crossings and catch pits of required road level and benching and engineer to advise
- Construction of retaining wall and associated drainage and geotextile fabric (Bidum)
- Adequate testing i.e. Modification tests for layer works and backfills and cubic tests for strip footings
- Construction of speed humps, road markings and proper signage

#### **Construction of retaining wall and associated drainage**

- All retaining walls above 1 metre high to be designed by a specialist engineer
- Engineer to approve founding conditions prior to casting of concrete
- Set bottom row of blocks in wet concrete or cast foundation nib
- Foundation concrete strength to be minimum of 30 Mpa at 28 days
- Engineer certificate of stability to provide upon completion
- All backfill to be compacted at 93% Mod AASHTO
- Storm water behind the top of the wall to be managed in such a manner as to obviate scour behind or over topping of the wall
- Backfill to be benched into competent ground

- Foundation depth to be adjusted for any services installed in front of the retaining wall

#### **Storm water management**

- Topography
- Geology and Soils
- Groundwater
- Climate
- Hydrology
- Natural Ecosystems (flora and fauna)
- Cultural and Historical Landscapes
- Development Requirements
- Ownership Opportunities and Constraints
- Spatial Opportunities and Constraints
- Surrounding Developments
- Maintenance Capacity

### **3. Project Outcomes:**

- To have controlled access into the property with adequate retaining structures to withstand load exerted
- Avoid theft and vandalism with proper lighting system

### **4. Project Objectives:**

The project objective is to avoid slope failure by retaining the soil profile. Sufficient parking bays will enhance accessibility or ease movement of vehicles. To build a compliant guardhouse this will improve working conditions of the security services and the facility. Flood protection, water quality, sustainability, and health and Safety are major objectives for storm water system design management

### **5. Project Success Criteria:**

- Integrity test to increase the stability, lasting durability and to enhance slope protection
- Adequate storm water management
- Protection of valuable assets i.e. Existing Infrastructure
- Prevent land and watercourse erosion
- Improve Health and Safety
- The successful completion of the project in time, within the allocated budget and the DOH's specifications and requirements

### **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 uMshunduzi local 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 Construction Project Manager (as NEC3 Project Manager)
- o Professional Registered Civil/ Structural Engineer or Technologist (as NEC3 Supervisor)
- o Professional Registered Quantity Surveyor
- o Professional Registered Land surveyor
- o Professional Registered Geotechnical Engineer

## 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.

PSP Deliverables according to FIDPM stages of work	Duration to produce deliverables from each stage
Stage 1: Inception	1 month
Stage 2: Concept & Viability Report	1 month
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, Prokon and Civil designer
- 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.

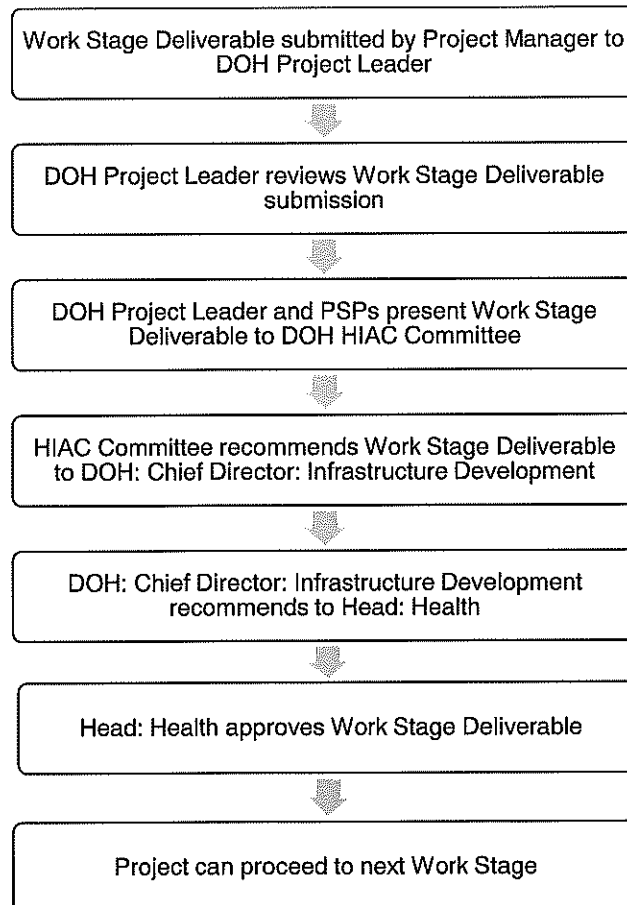
## 14. Co-operation with Other Service Providers and Affected Parties

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/ Structural: Engineering Projects:

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

Quantity surveyor

Stage 1	5%
Stage 2	7.5%
Stage 3	35%
Stage 4	45%
Stage 5	7.5%
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 5 450 073,05 (Five Million, Four Hundred and Fifty Thousand and Seventy three Rand, Five Cents Inclusive of 15% VAT) with the scope of the being as detailed in the Project Brief. Project Brief to 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/ Structural Engineer or Technologist (as NEC3 Supervisor)
- Professional Registered Quantity Surveyor
- Professional Registered Land surveyor
- Professional Registered Geotechnical Engineer
- 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	
<p>Project Manager (ECSA Professional Registration Engineer or Technologist Civil, or Registered Professional Construction Project Manager SACPCMP)</p> <p><b>Note: Failure to submit Professional Registration Certificate will lead to automatic disqualification</b></p>	25	Points	25	Submission Professional Registration Certificate ECSA (Professional Engineer or Technologist Civil/ Structural), or Submission Registered Professional Construction Project Manager SACPCMP)
0			no or irrelevant submission, does not meet requirement	
<p>Technical Qualifications Submit Technical Qualifications for Project Manager, (Qualification must be a qualification in the built environment)</p>	25	Points	25	Masters or Higher
20			BSc or Btech	
15			National Diploma (NQF level 6)	
<p>Technical Staff CV's with qualifications Diploma as the minimum qualification, Only Qualification in Engineering will be accepted.</p>	15	Points	15	4 – 5 Staff CV's with Qualifications
10			2 – 3 Staff CV's with Qualification	
0			no or irrelevant submission, does not meet requirement	
<p>Occupation Health and Safety NQF level 6 in Occupation Health and Safety</p>	35		35	National Diploma (NQF level 6)
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 5 435 907,55
Allow for Geotechnical Engineer and Land Surveyor	R 250 000.00
Total Tendered Fee Percentage for Team (to 2 decimal places)	
Total Fees for Team	
Allowance for Disbursements 5%	
Sub-Total 1	
ADD VAT at 15%	
<b>GRAND TOTAL (to be carried to the Form of Offer and Acceptance)</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