



KWAZULU-NATAL PROVINCE

**HEALTH
REPUBLIC OF SOUTH AFRICA**

PROJECT NO. : ZNB 10024/2021-H

DESCRIPTION OF SERVICE : APPOINTMENT OF AN NEC3 PROJECT MANAGER, SUPERVISOR, QUANTITY SURVEYOR, CONSTRUCTION HEALTH AND SAFETY AGENT AS A MULTI-DISCIPLINARY **TEAM FOR** THE ADDINGTON HOSPITAL - RESTORATION OF WATER, SEWER & FIRE SERVICES AT NURSES ACCOMMODATION

DISCIPLINE : PROFESSIONAL CONSTRUCTION PROJECT MANAGER AS NEC3 PROJECT MANAGER;
PROFESSIONAL MECHANICAL OR CIVIL ENGINEER AS NEC3 SUPERVISOR;
PROFESSIONAL QUANTITY SURVEYOR;
PROFESSIONAL CONSTRUCTION HEALTH AND SAFETY AGENT

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

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

TABLE OF CONTENT DOCUMENTATION TO BE SUBMITTED WITH BID

		PAGES
Section A	Invitation to Bid	3-4
Section B	Special Instructions and Notice to Bidders	5-6
Section C	Registration on the Central Suppliers Database	6
Section D	Declaration that information on Central Suppliers database is up to date	7
Section E	Declaration of Interest	8-11
Section F	Form of offer	12-17
Section G	Specification and Preference Point system	18-38
Section H	Briefing Certificate	39
Section I	Tax Clearance Certificate Requirements	40
Section J	Authority to Sign a Bid	41-49
Section K	Declaration of Bidder's Past Supply Chain Management Practices	50-51
Section L	Certificate of Independent Bid Determination	52-55
Section M	Record of Addenda	
Appendix A	Bid Pro-forma	56-57
Appendix B	Checklist of returnable documents	58
Appendix C	Contract data	59-66
Appendix D	Project Brief	
Appendix E	Form A : Schedule of Team Members Proposed for the Project	
Appendix F	Curriculum Vitae Template	
Appendix G	Returnables: Responsiveness	
Appendix H	Returnables: Eligibility Criteria	
Appendix I	Returnables: Functionality / Quality Criteria	

SECTION A

INVITATION TO BID

DESCRIPTION:

APPOINTMENT OF AN NEC3 PROJECT MANAGER, SUPERVISOR, QUANTITY SURVEYOR, CONSTRUCTION HEALTH AND SAFETY AGENT AS A MULTI-DISCIPLINARY TEAM FOR THE ADDINGTON HOSPITAL - RESTORATION OF WATER, SEWER & FIRE SERVICES AT NURSES ACCOMMODATION

Project Number : ZNB 10024/2021-H
Closing Date : 02 December 2021
Closing Time : 11:00

Compulsory Briefing : 18 November 2021
Date : 18 November 2021
Time : 10:00
Venue : Addington Hospital Hall

Bid Validity Period: 84 days

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM

BID DOCUMENTS MAY BE POSTED TO:

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

OR

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

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

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

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

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

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

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

NAME OF BIDDER: _____

POSTAL ADDRESS: _____

Code: _____

STREET ADDRESS: _____

Code: _____

TELEPHONE: _____

Code: _____

Number: _____

CELL PHONE : _____

Code: _____

Number: _____

FACSIMILE NUMBER: _____

Code: _____

Number: _____

E-MAIL ADDRESS: _____

VAT REGISTRATION NUMBER: _____

SIGNATURE OF BIDDER: _____

DATE: _____

CAPACITY UNDER WHICH THIS BID IS SIGNED: _____

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

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

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Department : KZN - DEPARTMENT OF HEALTH
Contact Person : Thanduxolo Dlamini
Tel : (033) 940 2517
E-mail address : thanduxolo.dlamini@kznhealth.gov.za

SECTION B

SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF FORMS

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

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

SECTION C

REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

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

CSD NUMBER

SECTION D

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

(To be completed by bidder)

This is to certify that I

(name of bidder / authorised representative)

Who represents

(state name of bidder)

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

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

Name of bidder

Signature of bidder or authorised representative

Date

SECTION E

DECLARATION OF INTEREST – SBD 4

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price bid). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
3. Full Name of bidder or his or her representative:
4. Identity Number:
5. Position occupied in the Company (director, trustee, shareholder², member):
6. Registration number of company, enterprise, close corporation, partnership agreement or trust:
7. Tax Reference Number:

¹ "State" means –

any National or Provincial Department, National or Provincial Public Entity or Constitutional Institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);

- a) any Municipality or Municipal Entity;
- b) Provincial Legislature;
- c) National Assembly or the National Council of Provinces; or
- d) Parliament.

² "Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

8. VAT Registration Number:

9. The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

10. Are you or any person connected with the bidder presently employed by the state?

YES / NO

11. If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person connected to the bidder is employed:

Position occupied in the state institution:

Any other particulars:

12. If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?

YES / NO

13. If yes, did you attach proof of such authority to the bid document? (Note: Failure to submit proof of such authority, where applicable, will result in the disqualification of the bid)

YES / NO

14. If no, furnish reasons for non-submission of such proof:

15. Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?

YES / NO

16. If so, furnish particulars:

-
17. Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?

YES / NO

18. If so, furnish particulars.

-
19. Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

YES / NO

20. If so, furnish particulars.

-
21. Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

YES / NO

22. If so, furnish particulars.

Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Income Tax Reference Number	State Number Number	Employee / Persal Number

Full Name	Identity Number	Personal Income Tax Reference Number	State Number Number	Employee / Persal

DECLARATION

I, the undersigned

(name)

Certify that the information furnished in paragraphs 2 and 3 above is correct.

I accept that the state may reject the bid or act against me should this declaration prove to be false.

Signature

Date

Position

Name of bidder

SECTION F

FORM OF OFFER AND ACCEPTANCE

1. Offer

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

An Entity to provide a multidisciplinary team of experienced and skilled professional consulting services with a Construction Project Manager as the lead

For the project: **ADDINGTON HOSPITAL - RESTORATION OF WATER, SEWER & FIRE SERVICES AT NURSES ACCOMMODATION**

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

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

2. Price

The offered price for the multidisciplinary team with a Construction Project Manager as the lead, inclusive of value added tax, is

R (in figures)

and,

Rand (in words)

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

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

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

and who is (if applicable):

Trading under the name and style of:

and who is:

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

In his/her capacity as:

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

4. Signed for the bidder:

Name of representative

Signature

Date

5. Witnessed by:

Name of representative

Signature

Date

6. Domicilium Citandi Et Executandi

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

Street address::

Code:

Postal address

Code:

Telephone:

Code:

Number:

Cell phone :

Code:

Number:

Facsimile number:

Code:

Number:

E-mail address:

Banker:

Branch:

7. Acceptance

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

8. The terms of the Contract

The terms of the Contract are contained in:

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

and;

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

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

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

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

9. Signed for the Employer:

Name of representative

Signature

Date

Street address:

Code:

Telephone:

Code:

Number:

Facsimile number:

Code:

Number:

10. Witnessed by:

Name of representative

Signature

Date

11. Schedule of Deviations

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

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

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

SECTION G

SPECIFICATIONS, SCOPE, EVALUATION

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

Project Description:

Addington Hospital - Restoration of Water, Sewer & Fire Services at Nurses Accommodation

1. Project Background and Specification

The name Addington originates from that of the Estate of the late BWH Addison, the first Superintendent of the hospital in present site in 1878. The other opinion about the origin of the name, says that a friend of Mr Addison was instructed in 1860 to build a township in Durban to be called Addington Township.

Additions to the Hospital complex were ongoing, and the hospital as it stands today was completed and officially opened on 10 November 1967. As one gazes out at the sea from the high rise building, one can see close to shore the remains of the wreck of a 4 500 ton merchant ship, the Ovington Court, that ran aground on the beach in front of the Hospital on 25 November 1940. Doctors were sent to the beach render first aid. The wards were cleared and many of the survivors were admitted. It was unbelievable that anyone could have been drowned so near the shore. This was the first of many emergency situations that the Hospital has responded to.

Addington Hospital is located in the vicinity of Durban South Beach. Both the Nursing College and Accommodation is next door to the Hospital.

The project was initiated after so many interruptions in water supply for both cold and hot water. The wastewater stack has reached its useful life including the reticulation. Fire surveillance and firefighting equipment are beyond repair.

The following is the scope of work for both the nursing residence and college:

Cold water:

- i. Replacement of the cold water pumps with their electrical motors, refurbish all existing pumps and electrical motors to be kept as spares
- ii. Replace existing Switchgear and Control panel (to include protection gear)
- iii. Pressure control gear
- iv. Replace all valves for cold water reticulation
- v. Repair roof reservoir for cold water
- vi. Repair cold water reticulation
- vii. Water proofing the roof and repairing existing full bores
- viii. Installing lateral fulling full bores in the cold water storage reservoir room
- ix. Inspect entire cold water reticulation system and repair and/or replace specific sections on the rising main, gravity main and reticulation for cold water
- x. Install of telemetry system to remotely monitor critical equipment and/or condition of entire system
- xi. Produce O&M manuals

- xii. Produce as-built drawings

Hot water:

- i. Refurbish and/or replace existing hot water plant
- ii. Replacement pumping gear for hot water
- iii. Inspect entire hot water reticulation system and repair and/or install new sections of both the rising main, gravity main and reticulation for hot water
- iv. Replace all valves for hot water reticulation system
- v. Install telemetry system to remotely monitor critical equipment and/or condition of entire system
- vi. Produce O&M manuals
- vii. Produce as-built drawings

Wastewater:

- i. Replace existing cast-iron sewer stack with suitable PVC or non-corrosive material
- ii. Inspect entire wastewater reticulation system and replace and/or repair specific sections
- iii. Replace all wastewater valves
- iv. Install additional inspection and/or maintenance access points
- v. Produce O&M manuals
- vi. Produce as-built drawings

Fire reticulation:

- i. Re-design fire reticulation system to suit current statutory requirements
- ii. Replace existing pumping gear and refurbish existing to be kept as spares
- iii. Replace all safety, information and mandatory signage
- iv. Install telemetry system to remotely monitor critical equipment and/or condition of entire system
- v. Produce O&M manuals
- vi. Produce as-built drawings

2. Detailed Project Scope of Work

The Site:

Addington Nursing Campus is an existing multi-storey building consisting of both the nursing residence and college, located at 31.04229133N -29.8616255E in South Beach, Durban, at the corner of Erskine Terrace & Hospital road.

Facility Name:	Addington Hospital (Nursing Campus Building)			
Owner:	Government - Provincial			
Street Address (or directions):	Erskine Terrace, South Beach, Durban, 4000			
Postal Address:	PO Box 977 Durban 4000			
Telephone Number:	(031) 327 2000			
Hospital Manager:	Dr M Ndlangisa			
Nursing Campus Principal	Ms T. Skakane-Masango			
Cadastral Description:	Latitude:	-29.8616255	Longitude:	31.04229133
Zoning:	Government			
Planning restrictions:	Nil			
Existing Infrastructure	Face brick multi-storey buildings			

Locality Map:



Aerial View 1: Addington Nursing Campus
SOURCE: Google Earth

3. Project Outcomes:

- o To upgrade and provide a fully functional and Operational & Maintenance friendly:
 - Cold water supply and reticulation system
 - Hot water supply and reticulation system
 - Wastewater stack and reticulation
 - Fire detection, fire evacuation and firefighting system, compactible to the existing system at employed at the main Hospital building

4. Project Objectives:

- o To provide a fully functional and maintenance friendly cold, hot water and sewer infrastructure that can easily accommodate the demand of both the nursing residence & college
- o To equip the building(s) with a fire surveillance and firefighting infrastructure that meets regulations and is compactible to the existing one at the main Hospital building
- o To enhance the monitoring of critical equipment on the said infrastructure
- o To prevent the risk of high loss of life in the unfortunate event of a fire break

5. Project Success Criteria:

- o Cold water, hot water and sewer infrastructure that fully meets the demand and is tolerant to the corrosive environment
- o Compactible and compliant fire surveillance and firefighting infrastructure
- o Enhanced monitoring of critical equipment
- o Operations and Maintenance friendly infrastructure

6. Scope of Works of the Construction Project:

Please refer to the Project Brief attached as Appendix D for the proposed full scope of the project. The project will be based on the NEC3 Option E April 2013 Contract utilising a Design and Build contracting strategy. The appointed Principal Contractor will therefore be responsible for appointing the relevant professionals to produce the design.

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

- NEC3 Project Manager (Registered Professional Construction Project Manager)
- NEC3 Supervisor (Registered Professional Mechanical or Civil Engineer)
- Registered Professional Quantity Surveyor
- Registered Professional Construction Health and Safety Agent

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 Head of Department: 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 Head of Department: 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,

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 7th 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.

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

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	2 months
Stage 3: Design Development Report & Stage 4: Documentation & Procurement	3 months
Stage 5: Works	18 months
Stage 6: Handover	1 month
Stage 7: Project Close Out	12 months

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

12. Software Application for documents

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

13. Use of Reasonable Skill and Care

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

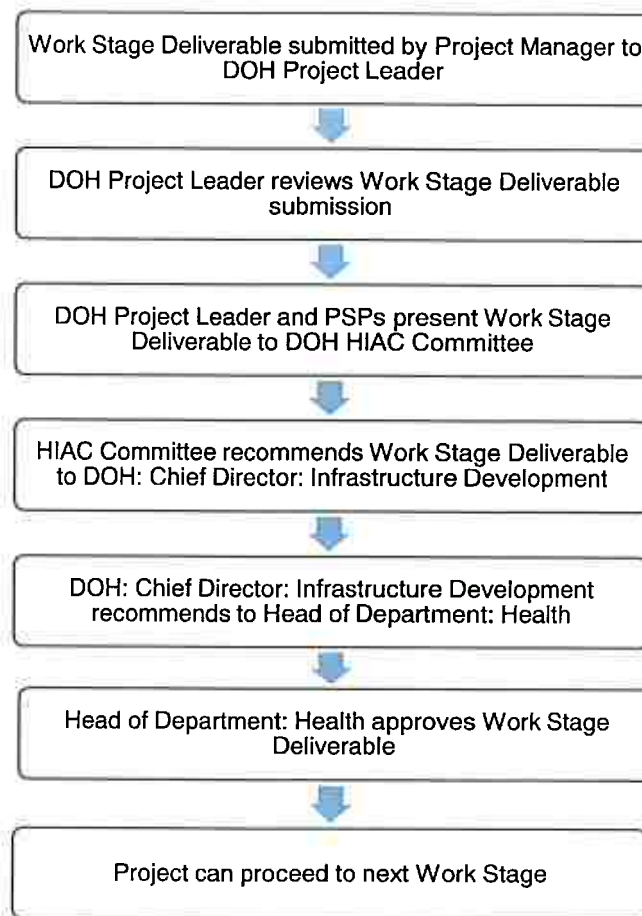
14. Co-operation with Other Service Providers and Affected Parties

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

15. Copyright

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

16. General Approval Process per Work Stage



17. Access to Land / Buildings / Sites

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

18. Quality Management

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

19. Format of Communications

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

20. Key Personnel

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

21. Management Meetings

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

22. Forms for Contract Administration

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

23. Daily Records

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

24. Fee Claims and Apportionment of Fees

Receipt and subsequent approval (by Head of Department: Health or his 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.

Should deliverables as referenced under the Scope of Services (Section G, Item 9) not be required, fees will be adjusted downwards to align with the reduced scope of work.

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

24.1 Construction Project Manager

Stage 1	10%
Stage 2	10%
Stage 3	25%
Stage 4	10%
Stage 5	40%
Stage 6	5%

24.2 Quantity Surveying

Stage 1	2.5%
Stage 2	5%
Stage 3	7.5%

Stage 4	35%
Stage 5	45%
Stage 6	5%

24.3 Construction Health and Safety

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

24.4 Supervisor

The payment of fees for work performed by the Supervisor shall only occur in Construction Stages 5 & 6. The Supervisor shall be entitled to claim fees at no shorter interval than every 2 months from the date upon which construction begins. The value of fees payable to the Supervisor shall be in proportion to the percentage completion of the construction works by the Contractor and as confirmed by the Project Manager, up to a maximum of 90% during Stage 5. The remaining 10% shall be claimable upon issue of the Defects Certificate by the Supervisor.

24.5 Others

All other resources required by the Project Manager in fulfilment of his/her duties shall be included in the Project Managers fee allocation and will be dispersed in accordance with the apportionment table stated above (24.1 Construction Project Manager).

25. 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

26. Mentorship of Employers Trainees / Interns

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

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

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

27. Project Construction Cost

The estimated project works value is R 60 000 000.00 (Sixty Million Rand, inclusive of 15% VAT) with the scope of the being as detailed in the attached Project Brief and Concept Report see (Appendix D).

28. 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.**

Should deliverables as referenced under the Scope of Services (Section G, point 9) not be required, fees will be revised to align with the reduced scope of work.

All other adjustment of fees for each professional discipline will be regulated by the relevant Government Gazette (as stated in point 9 above).

29. Project Details

29.1. 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 Mechanical or Civil Engineer (as NEC3 Supervisor)
- Quantity Surveyor
- Construction Health and Safety Agent
- 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

- 29.2. Consultants will be expected to attend all necessary meetings with various stakeholders as reasonably required.
- 29.3. Consultants will be expected to attend a minimum of two (2) site meetings per month during the construction stage.
- 29.4. 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.
- 29.5. 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.
- 29.6. You are requested to submit your bid using the FEE BASED QUOTE PROFORMA (Appendix A, Tables 1 & 2), stamped utilizing your official company stamp and duly signed by the Registered Lead Professional who will be dedicated to this project and is based at the office address where the project is intended to be awarded.

30. Conditions Of Appointment

- 30.1. 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.
- 30.2. 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.
- 30.3. 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.

- 30.4. The Department of Health reserves the right to place the project on hold or cancel the project at ANY POINT.

31. Evaluation Criteria

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

PHASE 1: Responsiveness

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

PHASE 2: Eligibility and Quality/Functionality Evaluation

Eligibility Criteria

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

- The professional multi-disciplinary team must consist of:
 - Professional Registered Construction Project Manager (as NEC3 Project Manager)
 - Professional Registered Mechanical or Civil Engineer (as NEC3 Supervisor)
 - Professional Registered Quantity Surveyor
 - Professional Registered Construction Health and Safety Agent

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

All **Professionals** are to be registered with the applicable South African regulating body/council for their Professional discipline. All Professional Leads must be Registered Professionals and NOT Registered Professional Technologists. All Registered Professionals must be in good-standing with their respective council and their membership must be valid. **ALL PROFESSIONAL LEADS MUST HAVE A MINIMUM OF 6 YEARS POST PROFESSIONAL REGISTRATION EXPERIENCE.**

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

- Proof of all the relevant valid Professional Indemnity Insurance must be provided as per the list below:
 - Construction Project Manager: R10,0 million
 - **Civil, Structural Engineering**: R 5,0 million
 - Electrical, Mechanical Engineering: R 5,0 million
 - Quantity Surveyor: R 5,0 million
 - Health and Safety: R 1 million
 - Other: R 1,0 million

Proof of valid Professional Indemnity Insurance for each discipline shall be attached under the appropriate cover page provided under Appendix H. Failure to attach the valid Proof of Professional

Indemnity Insurance in the provided designated sections will render the bid non-responsive and result in the bid being excluded from further consideration.

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

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

Eligibility criteria	Documentation to be provided	FOR EVALUATION COMMITTEE USE ONLY	
		Eligibility Criteria Met (Yes/No)	Comments
<p>1. The professional multi-disciplinary team must consist of as a minimum:</p> <ul style="list-style-type: none"> Registered Professional Construction Project Manager (NEC3 Project Manager) Registered Professional Mechanical Engineer OR Civil Engineer Registered Professional Quantity Surveyor Registered Professional Construction Health and Safety Agent <p>with a minimum of 6 years post professional registration experience.</p>	<p>TAB LABEL G-</p> <p>1.1 Valid Proof of Registration (registered with the applicable South African regulating body/council for their Professional discipline) for each Professional Lead Member per discipline shall be attached under the appropriate cover page provided under Appendix H.</p> <p>1.2 Completed Form A (Appendix E)</p>		
<p>2. Proof of all the relevant valid Professional Indemnity Insurance must be provided as per the list below:</p> <ul style="list-style-type: none"> Construction Project Manager: R10,0 million Civil, Structural Engineering: R 5,0 million Electrical, Mechanical Engineering: R 5,0 million Quantity Surveyor: R 5,0 million Health and Safety: R 1,0 million Other: R 1,0 million 	<p>TAB LABEL G-</p> <p>Proof of valid Professional Indemnity Insurance for each applicable discipline complying with the minimum amounts stated shall be attached under the appropriate cover page provided under Appendix H</p>		

Quality/Functionality Criteria

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

Evaluation criteria	Documentation to be provided	Points allocated
<p>1. Bidder to demonstrate Technical Competency and relevant Project Experience relating to Water, Fire and/or Sewer Services Projects with a value of over R20 million in the past 10 years per discipline (4 disciplines i.e. Construction Project Management, Quantity Surveying, Mechanical Engineering or Civil Engineering, Construction Health and Safety)</p>	<p>TAB LABEL: H-1</p> <p>1.1 Bidder to complete Curriculum Vitae (CV) for the allocated Lead Professional per discipline. The following conditions must be met to receive points in this category:</p> <p>1.1.1 CVs must be filled and submitted on the provided template and inserted under the provided cover pages as Appendix I. Please refer to Appendix F for the CV template. Documents requested in 1.1.4. & 1.1.5. to be inserted under the provided cover pages as Appendix I</p> <p>1.1.2 CVs to be provided for the Lead Professional per discipline ONLY for a minimum of 3 CVs (if NEC3 Project Manager also assumes role of NEC3 Supervisor). 4 CVs must be provided if NEC3 Project Manager and Supervisor are different individuals.</p> <p>1.1.3. CVs provided must align with the information submitted in Form A (Appendix E)</p> <p>1.1.4. Completion certificates per project must be provided to obtain points for past project experience (Maximum 3 projects and relevant to the Professional per discipline and must align with project experience stated on CV)</p> <p>1.1.5. Contractor award letters OR signed final account summaries OR signed reference letters from the client; clearly stating the project value must be provided to prove value of projects (Maximum 3 projects and relevant to the Professional per discipline and must align with project experience stated on CV)</p> <p>Only the first 3 stated past projects per professional CV will be evaluated as per the CV template Failure to meet the requirements of points 1.1.1 to 1.1.3 above will result in 0 points being awarded.</p> <p><u>Allocation of points will be as follows:</u></p> <p>- 1 points will be awarded per completed compliant CV per discipline up to a maximum of 4 points.</p> <p>AND</p> <p>- 18 points will be awarded per past project that is of a Water, Fire and/or Sewer Services nature, is greater than R20 million in value and has been completed in the past 10 years</p> <p>- 12 points will be awarded per past project that is of a Water, Fire and/or Sewer Services nature, is greater than R10 million in value and has been completed in the past 10 years</p>	<p>76 (4 x 1 points for CVs) + (4 x 18 points for project exp.)</p>

Evaluation criteria	Documentation to be provided	Points allocated
	<p>- 8 points will be awarded per past project that is of a Water, Fire and/or Sewer Services nature, that is within R5 million to R10 million in value and has been completed in the past 10 years</p> <p>- 6 points will be awarded per past project that is of a Water, Fire and/or Sewer Services nature, that is within R3 million to R5 million in value and has been completed in the past 10 years</p> <p>- 3 points will be awarded per past project that is of a Water, Fire and/or Sewer Services nature, that is within R1 million to R3 million in value and has been completed in the past 10 years</p> <p>- 0 points will be awarded for incomplete or no CV submitted on the required template and projects that do not meet the above experience submission criteria</p> <p>Note: If NEC3 Project Manager assumes Supervisor role, double points will be allocated for this individuals CV and project experience to account for the dual roles</p>	
2. Organogram of Resources Proposed for the Project	<p>TAB LABEL: H-2</p> <p>2. One team organogram displaying the Project Manager, Supervisor, Quantity Surveyor, Health and Safety Agent and all other resources that form part of the project team. The organogram should also clearly state the role of each individual on the project and must include ALL of the individuals stated on Form A.</p> <p><u>Allocation of points will be as follows:</u></p> <p>- 24 points will be awarded for a submitted organogram that fully complies with the requirements listed above</p> <p>- 0 points will be awarded for an incomplete, irrelevant or no submission</p>	24

PHASE 3: Price and Preference

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

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

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

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

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

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

1. General conditions

1.1. The following preference point system are applicable to this bids:

The 80/20 preference point system will be applicable to this tender

1.2. Points for this bid shall be awarded for:

- Price; and
- B-BBEE Status Level of Contributor.

1.3. The maximum points for this bid are allocated as follows:

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

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

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

2. Definitions

"B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

"B-BBEE status level of contributor" means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

"bid" means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price bids, advertised competitive bidding

processes or proposals;

"Broad-Based Black Economic Empowerment Act" means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

"EME" means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

"functionality" means the ability of a bidder to provide goods or services in accordance with specifications as set out in the tender documents.

"prices" includes all applicable taxes less all unconditional discounts;

"proof of B-BBEE status level of contributor" means:

- B-BBEE Status level certificate issued by an authorized body or person;
- A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
- Any other requirement prescribed in terms of the B-BBEE Act;

"QSE" means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

"rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. Points awarded for price

The 80/20 Preference Point System

A maximum of 80 points is allocated for price on the following basis:
80/20

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

Where

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

Points Awarded for BBBEE Status Level Of Contributor

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

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

Bid Declaration

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

BBBEE Status Level Of Contributor Claimed:

BBEE Status Level of Contributor: _____ = _____ (maximum of 20 points)

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

4. Sub-Contracting

Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES		NO	
-----	--	----	--

4.1.1. If yes, indicate:

- i. What percentage of the contract will be subcontracted % _____
- ii. The name of the sub-contractor _____
- iii. The B-BBEE status level of the sub-contractor _____
- iv. Whether the sub-contractor is an EME or QSE _____

(Tick applicable box)

YES		NO	
-----	--	----	--

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

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

5. Declaration with regard to Company/Firm

5.1. Name of company/firm:

5.2. VAT registration number:

5.3. Company registration number:

5.4. Type of Company/ Firm

(Tick applicable box)

<input type="checkbox"/>	One-person business/sole propriety
<input type="checkbox"/>	Company
<input type="checkbox"/>	Partnership/Joint Venture / Consortium
<input type="checkbox"/>	Close corporation

☐

(Pty) Limited

5.5. Describe principal business activities

5.6. Company classification

(Tick applicable box)

<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

Manufacturer

Supplier

Professional service provider

Other service providers, e.g. transporter, etc.

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

I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I/we acknowledge that:

- i. The information furnished is true and correct;
- ii. The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii. In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv. If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - disqualify the person from the bidding process;
 - recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - 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;
 - recommend that the bidder or contractor, its shareholders and directors, or only the

- shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
- forward the matter for criminal prosecution.

Signature/s of Bidder/s
Date
Address:

Signature/s of Witnesses
Witness 1:
Witness 2:

SECTION H

OFFICIAL BRIEFING SESSION / SITE INSPECTION CERTIFICATE

Bid No:	ZNB 10024/2021-H
Service:	APPOINTMENT OF AN NEC3 PROJECT MANAGER, SUPERVISOR, QUANTITY SURVEYOR, CONSTRUCTION HEALTH AND SAFETY AGENT AS A MULTI-DISCIPLINARY TEAM FOR THE ADDINGTON HOSPITAL - RESTORATION OF WATER, SEWER & FIRE SERVICES AT NURSES ACCOMMODATION
Date:	18 November 2021
Time:	10:00
Venue:	Addington Hospital Hall

This is to certify that

(name)

On behalf of

Visited and inspected the site on

(date)

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

Signature/s of Bidder/s	Departmental Representative
(Print Name)	(Print Name)
	Departmental Stamp (Optional)
Date:	Date:

SECTION I

TAX COMPLIANCE STATUS (TCS)

1. The State / Province may not award a contract resulting from the invitation of bids to a bidder who is not properly registered and up to date with tax payments or, has not made satisfactory arrangements with SA Revenue Services concerning due tax payments.
2. The South African Revenue Services (SARS) has phased out the issuing of paper Tax Clearance Certificates. From 18 April 2016, SARS introduced an enhanced Tax Compliance system. The new system allows taxpayers to obtain a Tax Compliance Status (TCS) PIN, which can be utilized by authorized third parties to verify taxpayers' compliance status on line via SARS e-filing.
3. Bidders are required to apply via e-filing at any SARS branch office nationally. The Tax Compliance Status (TCS) requirements are also available to foreign bidders / individuals who wish to submit bids.
4. SARS will then furnish the bidder with a Tax Compliance Status (TCS) PIN that will be valid for a period of 1 (one) year from the date of approval.
5. In bids where Consortia / Joint Venture / Sub-contractors are involved, each party must submit a separate Tax Compliance Status (TCS) PIN.
6. Application for Tax Compliance Status (TCS) PIN can be done via e-filing at any SARS branch office nationally or on the website www.sars.gov.za.
7. Tax Clearance Certificates may be printed via e-filing. In order to use this provision, taxpayers will need to register with SARS as an e-Filer through the website www.sars.gov.za.
8. Tax Compliance Status is not required for services below R 30 000.00 ITO Practice Note Number: SCM 13 of 2007.
9. Kindly either provide an original tax clearance certificate, your tax number or pin number.

TAX NUMBER:

PIN NUMBER:

SECTION J

AUTHORITY TO SIGN A BID

A Companies

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

Authority by Board of Directors

By resolution passed by the Board of Directors on

(date)

(name and whose signature appears below)

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

(Name of Company)

In his/her capacity as:

Signed on behalf of Company:

(print name)

Signature of signatory:

Date:

Witnesses:

1. _____

2. _____

B Sole proprietor (one - person business)

I, the undersigned

(name)

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

(name)

Signature of signatory:

Date

C Partnership

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

Full name of partner	Residential address	Signature

We, the undersigned partners in the business trading as

(name)

hereby authorized

(name)

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

(print name)

Signature of signatory:

Date:

(print name)

Signature of signatory:

Date:

(print name)

Signature of signatory:

Date:

D Close Corporation

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

Authority to sign on behalf of the Close Corporation

By resolution of members at a meeting on

(date)

(name and whose signature appears below)

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

(Name of Closed Corporation)

In his/her capacity as:

Signed on behalf of Closed Corporation:

(print name)

Signature of signatory:

Date:

Witnesses:

1.

2.

E Co-Operative

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

Authority to sign on behalf of the Co-Operative

By resolution of members at a meeting on

(date)

(name and whose signature appears below)

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

(Name of Co-Operative)

In his/her capacity as:

Signed on behalf of Co-Operative:

(print name)

Signature of signatory:

Date:

Witnesses:

1.

2.

F Joint Venture

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

Authority to sign on behalf of the Joint Venture

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

(date)

(name and whose signature appears below)

(name and whose signature appears below)

(name and whose signature appears below)

(name and whose signature appears below)

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

(Name of Joint Venture)

In his/her capacity as:

Signed on behalf of Joint Venture:

(print name)

Signature of signatory:

Date:

(print name)

Signature of signatory:

Date:

(print name)

Signature of signatory:

Date:

(print name)

Signature of signatory:

Date:

G Consortium

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

Authority to sign on behalf of the Consortium

By resolution of the members on

(date)

(name and whose signature appears below)

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

(Name of Consortium)

In his/her capacity as:

Signed on behalf of Consortium:

(print name)

Signature of signatory:

Date:

(print name)

Signature of signatory:

Date:

(print name)

Signature of signatory:

Date:

SECTION K

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES – SBD 8

(To be completed by Bidder.)

1. This Standard Bidding Document must form part of all bids invited.
2. It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
3. The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a) abused the institution's supply chain management system;
 - b) committed fraud or any other improper conduct in relation to such system; or
 - c) failed to perform on any previous contract.
4. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
Tick applicable			
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the audi alteram partem rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.		
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.		
4.2.1	If so, furnish particulars:		

Item	Question	Yes	No
Tick applicable			
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?		
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?		
4.4.1	If so, furnish particulars:		

Certification

I, the undersigned

(full name)

Certify that the information furnished on this declaration form is true and correct.

I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

Signature

Date

Position

Name of bidder

SECTION L

CERTIFICATE OF INDEPENDENT BID DETERMINATION – SBD 9

1. This Standard Bidding Document (SBD) must form part of all bids³ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).⁴ Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a) disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b) cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
4. This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of:

that:

(Name of Bidder)

³ Includes price bids, advertised competitive bids, limited bids and proposals.

⁴ Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

- 5.1. I have read and I understand the contents of this Certificate;
- 5.2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
- 5.3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
- 5.4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
- 5.5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
- a) has been requested to submit a bid in response to this bid invitation;
 - b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
- 5.6. 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 consortium⁵ will not be construed as collusive bidding.
- 5.7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- a) prices;
 - b) geographical area where product or service will be rendered (market allocation)
 - c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a bid;
 - e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - f) bidding with the intention not to win the bid.
- 5.8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 5.9. 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.
- 5.10. 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

⁵ 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

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.

Signature

Date

Position

Name of Bidder

SECTION M

RECORD OF ADDENDA

The undersigned confirm that the following communications received from the employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

	Date	Title or Details	No. of Pages
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			

Attach Additional Pages if more space is required

Bidder to attach proof of receipt of above listed addenda

Signed:		Date:	
Name:		Position :	
Bidder:			

APPENDICES

APPENDIX A - BID PROFORMA

(To be completed by the Lead Consultant)

General Notes -

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

TABLE 1

Value of Work for Fees	R 60 000 000.00
Total Tendered Fee Percentage for Team (to 2 decimal places)	%
Total Fees for Team	R
ADD Allowance for Disbursements	R 1 200 000.00
Sub-Total 1	R
ADD VAT at 15%	R
GRAND TOTAL (to be carried to the Form of Offer and Acceptance)	R

COMPANY STAMP:

DATE:

TABLE 2 – APPORTIONMENT OF FEES

NEC3 Project Manager	%
NEC3 Supervisor	%
Quantity Surveyor	%
Construction Health and Safety	%
Other	%
TOTAL TENDERED FEE PERCENTAGE FOR TEAM (to 2 decimal places)	%

COMPANY STAMP:

DATE:

APPENDIX B – RETURNABLE DOCUMENTS

CHECKLIST OF RETURNABLE DOCUMENTS			
Item No.	Required Documents	Tick	
		Yes	No
Please ensure the following items are fully completed and complied with:			
1.	Valid SARS Tax Clearance Pin Number, Tax number or original tax Clearance certificate (Tax clearance certificate to be included under Appendix G)		
2.	Authority to Sign A Bid		
3.	Declaration of bidders Past Supply Chain Management practice – SBD 8		
4.	Certificate of Independent Bid Determination – SBD 9		
5.	Declaration of interest by Consultant – SBD 4		
6.	Central Supplier Database Registration with National Treasury (Unique Reference Number & Supplier Number)		
7.	Bid from the Consultant (Attach Appendix A – Stamped and dated)		
The following documents are to be submitted under Appendix: G			
8.	Proof of Registration with Companies and Intellectual Property Commission (CIPC) (printout not older than 1 month)		
9.	Original certified copy of BBBEE Certificate		
10.	Proof of Residential Address (Municipality Rates Bills, Telephone Bill, or current lease agreement letter from Ward councillor or affidavit from Commissioner of oaths, if office is in an area where rates are not paid)		
The following documents are to be submitted under Appendix H under the relevant cover pages:			
11.	Proof of Registration with Council / Professional Body for all Lead Professionals (Attach Letter of Good standing with the relevant council if applicable dated during the year of Bid)		
12.	Proof of the relevant professional Indemnity Insurance – Construction Project Manager: R 10,0 million Civil, Structural Engineering: R 5,0 million Electrical, Mechanical Engineering: R 5,0 million Quantity Surveyor: R 5,0 million Health and Safety: R 1,0 million Other: R1,0 million		
The following documents are to be submitted under Appendix I under the relevant cover pages:			
13.	CV per Lead Professional including supporting documentation (completion certificates and award letters / signed final accounts / reference letters)		
14.	Organogram for Multi-disciplinary team		

BIDDERS TO NOTE

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

APPENDIX C - CONTRACT DATA

C1. Contract Data

C1.1 Standard Professional Services Contract

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

C1.1.1 Data provided by the Employer

Clause	
	<p>The General Conditions of Contract in the Standard Professional Services Contract (July 2009) make several references to the Contract Data for details that apply specifically to this tender. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.</p> <p>Each item of data given below is cross-referenced to the clause in the General Conditions of Contract to which it mainly applies.</p>
	The Employer is the KZN Department of Health.
3.4 and 4.3.2	The authorised and designated representative of the Employer is the departmental project manager, details of whom are as indicated in the Notice and Invitation to Tender.
1	The Project is for the provision of Multi-disciplinary Professional Consultancy Services for the Addington Hospital - Restoration Of Water, Sewer & Fire Services At Nurses Accommodation
1	The Period of Performance is from inception of this Contract until the Service Provider has completed all Deliverables in accordance with the Scope of Services listed in Section G of the bid document.
1	The Start Date is the date from which this contract is fully signed and accepted by the KZN Department of Health
3.4.1	Communications by facsimile is not permitted.
3.5	The Services shall be executed in the Service Provider's own office and on the Project site as described in Section G. No portion of the work may be performed by a person employed by the State. No portion of the work may be sublet to any other person or persons without the prior written approval of the Employer.
3.6	<p>Omit the following:</p> <p>"... within two (2) years of completion of the Service ...".</p>
3.12	<p>Period of Performance shall be sub dividable in separate target dates according to the programme to be submitted in terms of SECTION G part 7 hereof.</p> <p>A Penalty amount of R500.00 per day will be applicable per target date, to a maximum equal to R50,000.00, after which the contract may be terminated.</p>
3.15.1	The programme shall be submitted within 14 days of the award of the contract.
3.15.2	The Service Provider shall update the programme at intervals not exceeding 8 weeks.
3.16	Time-based fees are not applicable to this appointment and therefore no adjustments for inflation are applicable.
5.4.1	The Service Provider is required to provide professional indemnity cover as set out in the Professional Indemnity Schedule as per point 12 of Appendix B.
5.5	The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions:

Clause	
	a) Deviate from the programme (delayed or earlier); b) Deviate from or change the Scope of Services; c) Change Key Personnel on the Service.
8.1	The Service Provider is to commence the performance of the Services immediately after the Contract becomes effective and execution to be as per the programme.
8.4.3 (c)	The period of suspension under clause 8.5 is not to exceed two (2) years.
9.1	Copyright of documents prepared for the Project shall be vested with the Employer.
12.1.	Interim settlement of disputes is to be by mediation.
12.2. / 12.3.	Final settlement is by litigation.
12.2.1	In the event that the Parties fail to agree on a mediator, the mediator is to be nominated by the president of the Association of Arbitrators (Southern Africa).
13.1.3	All partners in a joint venture or consortium shall carry the same professional indemnity insurance as per clause 5.4.1 of the General Conditions of Contract.
13.5.1	The amount of compensation is unlimited.
13.6	The provisions of 13.6 do not apply to the Contract.
15	In respect of any amount owed by the Service Provider to the Employer, the Service Provider shall pay the Employer interest at the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No 1 of 1999).

C1.2.3 Data provided by the Service Provider

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

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

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

C2: PRICING DATA

C2.1 Pricing Instructions

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

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

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

C2.1.1.2 Tenderers are to tender:

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

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

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

C2.1.1.5 Disbursements in respect of 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 N/A

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

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

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

C2.1.1.10 Accounts for Services rendered may be submitted on the successful completion of each stage of work. Interim accounts will only be considered during the construction stage of the works and then not more frequently than quarterly except if otherwise agreed between the 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 relevant stated tariff of fee guide as stated in *Section G*, of this document.

C2.1.2.2 Interim payments to the Service Provider

For the purposes of ascertaining the interim payments due, the cost of the works, which shall exclude any provisional allowances made to cover contingencies and escalation, shall be:

- the applicable portion of the net amount of the accepted tender

C2.1.2.3 Fees for documentation for work covered by a provisional sum

Where a provisional sum is included in the bills of quantities for work to be documented at a later stage, the documentation fee in respect of such work shall be remunerated at the time when the documentation has been completed.

C2.1.2.4 Time charges for work done under a value based fee (upon approval by Head of Department: 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
Not applicable for this project.

C2.1.4 Set off
The Employer reserves the right to set off against any amount payable to the Service Provider, any sum which is owing by the Service Provider to the Employer in respect of this or any other project.

C2.1.5 Typing, printing and duplicating work

C2.1.5.1 Reimbursable rates
The costs of typing, printing and duplicating work in connection with the documentation which must of necessity be done, except those which must in terms of the relevant Manual or other instructions be provided free of charge, shall be reimbursable at rates applicable at the time of the execution of such work. The document "Rates for Reimbursable Expenses" as amended from time to time and referred to below, is obtainable on the Website : <http://www.publicworks.gov.za/> under "Documents"; "Consultants Guidelines"; item 1.

C2.1.5.2 Typing and duplicating
If the Service Provider cannot undertake the work himself, he may have it done by another service provider which specializes in this type of work and he shall be paid the actual costs incurred upon submission of statements and receipts which have been endorsed by him confirming that the tariff is the most economical for the locality concerned subject to the maximum tariffs per A4 sheet as set out in Table 1 in the "Rates for Reimbursable Expenses".

If the Service Provider undertakes the work himself, he shall be paid in respect of actual expenses incurred subject to the maximum tariffs per A4 sheet as set out in Table 1 in the "Rates for Reimbursable Expenses".

Typing and duplicating expenses shall only be refunded in respect of the final copies of the following documents namely formal reports, formal soil investigation reports, specifications, feasibility reports, bills of quantities, material lists, minutes of site meetings and final accounts. The cost of printed hard covers shall only be paid in respect of documents which will be made available to the public such as bills of quantities and specifications or where provision of hard covers is specifically approved.

The typing of correspondence, appendices and covering letters are deemed to be included in the value based fees and time based fees paid.

C2.1.6 Travelling and subsistence arrangements and tariffs of charges
Notwithstanding the ruling in C2.1.1.5 above (regarding disbursements and travelling expenses 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.

C2.1.6.1 General
The most economical mode of transport is to be used taking into account the cost of transport, subsistence and time. Accounts not rendered in accordance herewith may be reduced to an amount determined by the Employer.

As the tariffs referred to hereunder are adjusted from time to time, accounts must be calculated at the tariff applicable at the time of the expenditure.

Where journeys and resultant costs are in the Employer's opinion related to a Service Provider's

mal- performance or failure, in terms of this Contract, to properly document or co-ordinate the work or to manage the Contract, no claims for such costs will be considered.

C2.1.6.2 Travelling time

No travelling time shall be paid on this project.

C2.1.6.3 Travelling costs

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

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

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

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

APPENDIX D:

PROJECT BRIEF

APPENDIX E:

FORM A - SCHEDULE OF TEAM MEMBERS PROPOSED FOR THE PROJECT

FORM A

SCHEDULE OF TEAM MEMBERS PROPOSED FOR THE PROJECT

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

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

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

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

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

PROPOSED TEAM MEMBERS	REGISTERED WITH RELEVANT PROFESSIONAL COUNCIL (YES/NO)	DATE OF REGISTRATION AS A PROFESSIONAL / CANDIDATE	PROFESSIONAL REGISTRATION IN GOOD STANDING (YES/NO)	PROFESSIONAL REGISTRATION NUMBER	YEARS OF POST REGISTRATION EXPERIENCE
Quantity Surveying Firm:					
• Lead Professional:					
• Support Professionals/Candidates:					

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

PROPOSED TEAM MEMBERS	REGISTERED WITH RELEVANT PROFESSIONAL COUNCIL (YES/NO)	DATE OF REGISTRATION AS A PROFESSIONAL / CANDIDATE	PROFESSIONAL REGISTRATION IN GOOD STANDING (YES/NO)	PROFESSIONAL REGISTRATION NUMBER	YEARS OF POST REGISTRATION EXPERIENCE
<u>Other Professional Resources:</u> (Please state all other Professional Resources forming part of the project team under here. Please indicate the Professional's name and the firm they are from)					

APPENDIX F:

CURRICULUM VITAE TEMPLATE



CURRICULUM VITAE TEMPLATE

1. Personal Details

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

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

Qualification	Year Obtained	Institution



3. Professional Registration/s

Professional Body	Year Obtained	Expiry Date	Category of Professional Registration

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

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

APPENDIX G:

RETURNABLES – RESPONSIVENESS

APPENDIX H:

RETURNABLES – ELIGIBILITY CRITERIA

REGISTERED PROFESSIONAL CONSTRUCTION PROJECT MANAGER CERTIFICATE AND PROFESSIONAL INDEMNITY

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

REGISTERED PROFESSIONAL ELECTRICAL ENGINEER CERTIFICATE AND PROFESSIONAL INDEMNITY

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

REGISTERED PROFESSIONAL QUANTITY SURVEYOR CERTIFICATE AND PROFESSIONAL INDEMNITY

**REGISTERED PROFESSIONAL
CONSTRUCTION HEALTH AND SAFETY
AGENT CERTIFICATE AND
PROFESSIONAL INDEMNITY**

APPENDIX I:

RETURNABLES – FUNCTIONALITY CRITERIA

CONSTRUCTION PROJECT MANAGER CV

**CONSTRUCTION PROJECT MANAGER
COMPLETION CERTIFICATES, LETTERS
OF AWARD / SIGNED FINAL ACCOUNT
SUMMARIES / REFERENCE LETTERS**

CIVIL STRUCTURAL ENGINEER CV

CIVIL STRUCTURAL ENGINEER

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

ELECTRICAL ENGINEER CV

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

MECHANICAL ENGINEER CV

MECHANICAL ENGINEER PROJECT COMPLETION CERTIFICATES, LETTERS

**OF AWARD / SIGNED FINAL ACCOUNT
SUMMARIES / REFERENCE LETTERS**

QUANTITY SURVEYOR CV

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

CONSTRUCTION HEALTH & SAFETY CV

**CONSTRUCTION HEALTH & SAFETY
PROJECT COMPLETION CERTIFICATES,
LETTERS OF AWARD / SIGNED FINAL
ACCOUNT SUMMARIES / REFERENCE
LETTERS**

MULTI-DISCIPLINARY TEAM ORGANOGRAM

