



BID NUMBER:	ZNB 5078/2024
BID DESCRIPTION:	THE APPOINTMENT OF A MULTI-DISCIPLINARY TEAM LED BY A LEAD CONSULTANT, TO PROVIDE PROFESSIONAL SERVICES FOR A CONDITION ASSESSMENT FOR EDUMBE COMMUNITY HEALTH CENTRE
PERIOD	Nine (9) months
Closing Date:	13 December 2024
Closing Time:	11:00 AM
Physical Address for Collection or Delivery of Bid Documents	KZN Department of Health Central Supply Chain Management Unit Old Boys School 310 Jabu Ndlovu Street Pietermaritzburg, 3201
BRIEFING SESSION MEETING	26 November 2024 10:00 Block 1 Boardroom, Townhill Office Park, 35 Hyslop Road, PMB

Name of Bidder:	
CSD Registration Number:	
Income Tax Reference Number:	

KWAZULU-NATAL PROVINCIAL GOVERNMENT BIDDING FORMS

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**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	ZNB 5078/2024	CLOSING DATE:	13/12/2024	CLOSING TIME:	11:00
DESCRIPTION	THE APPOINTMENT OF A MULTIDISCIPLINARY TEAM LED BY A LEAD CONSULTANT, TO PROVIDE PROFESSIONAL SERVICES FOR A CONDITION ASSESSMENT FOR EDUMBE COMMUNITY HEALTH CENTRE				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
CENTRAL SUPPLY CHAIN MANAGEMENT DIRECTORATE (OLD BOYS SCHOOL BUILDING), 310 JABU NDLOVU STREET, PIETERMARITZBURG 3200					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Junitha Sookraj		CONTACT PERSON	Angela Hesketh	
TELEPHONE NUMBER	(033) 815 8369		TELEPHONE NUMBER	082 416 7396	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	junitha.sookraj@kznhealth.gov.za		E-MAIL ADDRESS	angela.hesketh@kznhealth.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B
TERMS AND CONDITIONS FOR BIDDING

i. BID SUBMISSION:
<p>a. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>b. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</p> <p>c. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p> <p>d. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</p>
ii. TAX COMPLIANCE REQUIREMENTS
<p>(a) BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>(b) BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>(c) APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>(d) BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>(e) IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>(f) WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p> <p>(g) NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."</p>

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)

DATE:

SECTION A

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

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

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and visa versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances whatsoever may the bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
4. Bids submitted must be complete in all respects.
5. Bids shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.
6. Each bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid.
7. All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids. Where, however, a bid is received open, it shall be sealed. If it is received without a bid number on the envelope, it shall be opened, the bid number ascertained, the envelope sealed and the bid number written on the envelope.
8. A specific box is provided for the receipt of bids, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.
9. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the bid documentation, and proof of posting will not be accepted as proof of delivery.
10. No bid submitted by telefax, telegraphic or other electronic means will be considered.
11. Bidding documents must not be included in packages containing samples. Such bids may be rejected as being invalid.
12. Any alteration made by the bidder must be initialled.
13. Use of correcting fluid is prohibited
14. Bids will be opened in public as soon as practicable after the closing time of bid.
15. Where practical, prices are made public at the time of opening bids.
16. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.
17. Bidder must initial each and every page of the bid document.

SECTION B

REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

1. In terms of the National Treasury Instruction Note, all suppliers of goods and services to the State are required to register on the Central Suppliers Database.
2. Prospective suppliers should self-register on the CSD website www.csd.gov.za
3. If a business is registered on the Database and it is found subsequently that false or incorrect information has been supplied, then the Department may, without prejudice to any other legal rights or remedies it may have;
 - 3.1 cancel a bid or a contract awarded to such supplier, and the supplier would become liable for any damages if a less favourable bid is accepted, or less favourable arrangements are made.
4. **The same principles as set out in paragraph 3 above are applicable should the supplier fail to request updating of its information on the Central Suppliers Database, relating to changed particulars or circumstances.**
5. IF THE SUPPLIER IS NOT REGISTERED AT THE CLOSING TIME OF BID, THE SUPPLIER WILL BE DISQUALIFIED AT THE BID EVALUATION PROCESS.

SECTION C

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

(To be completed by bidder)

THIS IS TO CERTIFY THAT I (name of bidder/authorized representative)
....., WHO

REPRESENTS (state name of bidder)CSD
Registration

Number.....

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

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

.....
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

DATE:

SECTION D

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 E

AUTHORITY TO SIGN A BID

The bidder must indicate the enterprise status by signing the appropriate box hereunder.

(I)	(II)	(III)	(IV)	(V)	(VI)	
CLOSE CORPORATION	COMPANIES	SOLE PROPRIETOR	PARTNERSHIP	CO- OPERATIVE	JOINT VENTURE / CONSORTIUM	
					Incorporated	
					Unincorporated	

I/We, the undersigned, being the Member(s) of Cooperative/ Sole Owner (Sole Proprietor)/ Close Corporation/ Partners (Partnership)/ Company (Representative) or Lead Partner (Joint Venture / Consortium), in the enterprise trading as:

.....

hereby authorise Mr/Mrs/Ms

acting in the capacity of

whose signature is

to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

NAME	ADDRESS	SIGNATURE	DATE

(if the space provided is not enough please list all the director in the resolution letter)

Note:

The following document must be attached to this form according to the status of the enterprise, in the form of a resolution authorising the signatory to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise, and **such resolution shall include a specimen signature of the signatory.**

Co-operative:	Resolution letter from the directors
Close Corporation:	Resolution letter from the directors
Company:	Resolution letter from the director/s
Sole Proprietor:	Resolution letter from the director
Partnership:	Resolution letter from the director
Joint Venture / Consortium:	Resolution/agreement passed/reached' signed by the authorised representatives of the enterprises

Note: Director/s may appoint themselves if they will be the one signing all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

Failure to complete, sign and date this form or failure to provide the certificate(s) in the form of a resolution as described above shall result in the tender being considered non-responsive and rejected.

SECTION F

OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE

N. B.: THIS FORM IS ONLY TO BE COMPLETED WHEN APPLICABLE TO THE BID.

Site/Building/Institution Involved: EDUMBE CHC

Bid Reference No: **ZNB 5078/2024**

Goods/Service/Work: **THE APPOINTMENT OF A MULTIDISCIPLINARY TEAM LED BY A LEAD CONSULTANT, TO PROVIDE PROFESSIONAL SERVICES FOR A CONDITION ASSESSMENT OF EDUMBE COMMUNITY HEALTH CENTRE**

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

On behalf of (company name)

Visited and inspected the site on 26 / 11 / 2024 (date) and is therefore familiar with the circumstances and the scope of the service to be rendered.

Signature of Bidder or Authorized Representative
(PRINT NAME)

DATE: / /

Name of Departmental or Public Entity Representative
(PRINT NAME)

Departmental Stamp With Signature
--

SBD 4

SECTION G

BIDDER'S DISCLOSURE

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

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

2. BIDDER'S DECLARATION
1. Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? YES/NO
- i. If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

- b. Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? YES/NO
- i. If so, furnish particulars:
-

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

.....

- c. Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES/NO

1.If so, furnish particulars:

.....

DECLARATION

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

I have read and I understand the contents of this disclosure;

2. I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
3. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
4. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
5. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
6. There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
7. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

This document must be signed and submitted together with your bid

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

CLARITY ON DECLARATION OF INTEREST SBD 4 (a)

BIDDER NAME	
LEGISLATION ON DISCLOSURE OF INTEREST	
<p>The Public Service Act 103 of 1994 indicates in section 30(1) that “No employee shall perform or engage himself or herself to perform remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department.”</p> <p>Furthermore, in terms of the Public Service Regulations paragraph 13(c), “An employee shall not conduct business with any organ of state or be a director of a public or private company conducting business with an organ of state, unless such employee is in an official capacity a director of a company listed in schedule 2 and 3 of the Public Finance Management Act”</p> <p>Treasury Regulations 16A8.4 further indicates that “If a supply chain management official or other role player, or any close family member, partner or associate of such official or other role player, has any private or business interest in any contract to be awarded, that official or other role player must-(a) disclose that interest; and (b) withdraw from participating in any manner whatsoever in the process relating to that contract.”</p>	
CLARITY ON HOW TO DISCLOSE	
<p>Clause 2.2 of the Bidders Disclosure (SBD4), require the bidder to disclose a relationship with any person employed by the entire KZN Department of Health, even if that person is not employed by the procuring institution. The Department may use other Computer Assisted Techniques to verify possible interest, should you be found to have failed to disclose correctly, your bid/quotation will be treated as a false declaration, treated as non-responsive and disqualified.</p> <p>For example, if the tender is advertised or invited by Addington Hospital, yet the person with interest is employed by Manguzi Hospital, as long as that official is employed by the Department of Health, the bidder is required to disclose interest. Therefore the question is, do you, or any person connected with the bidder, have a relationship with any person who is employed by the KZN Department of Health? If so, please furnish particulars on Bidders Disclosure (SBD4) section 2.2.1, as attached below,</p>	

I read the above clarity on disclosure of interest and I commit to disclose as directed, should I fail to disclose correctly, I am aware of the consequences, which may include disqualification of my offer.

BIDDER SURNAME AND INITIALS

SIGNATURE

DATE

SECTION H:
GENERAL CONDITIONS OF CONTRACT (GCC)

In terms of Treasury Regulation 16A6.3 (a) (i) "The accounting officer must ensure that bid documentation and the general conditions of a contract are in accordance with the instructions of the National Treasury."

Bidders are expected to be familiar with the general conditions applicable to government bids, contracts and orders; and rights and obligations of all parties involved in doing business with government.

Bidders are therefore required to initial each page of the attached **Annexure A** for General Conditions of Contract (GCC) and return with the bid document.

<i>I hereby confirm that I have read the General Conditions of Contract (GCC) as published by the National Treasury and I confirm that I fully understands its contents and conditions. I also confirm that I am willfully committing to abiding by its contents.</i>			
Name:		Signature:	
Title/ Role:		Date:	

Note: Should you fail to submit **initialled** Annexure A for General Conditions of Contract (GCC) and return with the bid document as well as to sign this schedule, your bid may be disqualified.

SECTION I:

SPECIAL CONDITIONS OF CONTRACT (SCC)

1. ADDITIONAL DEFINITIONS

In addition to the definitions contained in paragraph 1 of the GCC, the following terms shall be interpreted as indicated:

"Accounting Officer"	means a person described in Section 36 of the Public Finance Management Act, Act No. 1 of 1999 (As amended by Act 29 of 1999).
"Contract Duration"	means the period between the commencement and termination of the contract.
"Confidential Information"	means but is not limited to contents of the contract, or any provision thereof, or any specification, plan, know-how, drawing, pattern, sample, or information furnished by or on behalf of the Department in connection therewith, to any person other than a person employed by contractor or service provider in the performance of the contract.
"Department"	means the KwaZulu-Natal Department of Health.
"Head of Department"	means the Head of Department for KwaZulu-Natal Department of Health as defined in Schedule 2 Column 1 and 2 of the Public Service Act 1994 (Proclamation 103 of 3 June 1994, as amended).
"Health Facilities"	means Head Office, District Offices, Hospitals, Community Health Centres, Specialized Centres and Clinics under the auspices of the Department of Health in the Province
"ISO Standards"	means standards recognized by International Standard Organisation
"Parties"	means the KwaZulu-Natal Department of Health and Contractor or Service provider
"Province"	means the Province of KwaZulu-Natal.
"ROE"	means the Rate of Exchange.
"SABS"	means the South African Bureau of Standards
"SANS"	means the South African National Standards.
"Vendor"	means Contracted Supplier or Service Provider

2. INTERPRETATIONS

In amplification of the provisions of paragraph 2 of the GCC, unless inconsistent with the context, an expression which denotes:

- 2.1 Any gender includes the other genders.
- 2.2 A natural person includes a juristic person and vice versa.
- 2.3 The singular includes the plural and vice versa.
- 2.4 When any number of days is prescribed in this Contract, the same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or proclaimed

public holiday in the Republic of South Africa, in which event the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday.

- 2.5 Figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.
- 2.6 Any reference in this contract to "goods" includes works and/or services.
- 2.7 The written and signed contract represents the final agreement between the parties and it supercedes any prior oral agreements or discussions of the Contract.
- 2.8 All annexures and appendices shall form part of the contract.
- 2.9 The headings used throughout the Contract do not have any special significance save to ensure the easy reading of the contract.
- 2.10 Words and phrases defined in this Contract shall bear the meaning assigned to them throughout this Contract.
- 2.11 Words and phrases used in this Contract which are defined or used in any statute or regulation which applies to the subject matter, professional person.
- 2.12 The bid is issued in accordance with Section 217 of the Constitution, The Public Finance Management Act, Treasury Regulations 16A and National Treasury regulations and guidelines.

3. ACCEPTANCE OF A BID

- 3.1 The Department of Health Bid Adjudication Committee is under no obligation to accept any bid.
- 3.2 The financial standing of a bidder and its ability to render services may be examined before the bid is considered for acceptance.

4. COMPLIANCE WITH SPECIFICATION

- 4.1 Offers must comply strictly with the specification. Offers exceeding specification requirements will be deemed to comply with the specification.
- 4.2 The quality of services or supply must not be less than what is specified.

5. EQUAL BIDS

- 5.1 If two or more tenderers score an equal total number of points, the contract must be awarded to the tenderer that scored the highest points for B-BBEE.
- 5.2 If functionality is part of the evaluation process and two or more tenderers score equal total points and equal preference points, the contract must be awarded to the tenderer that scored the highest points for functionality.

- 5.3 If two or more tenderers score equal total points in all respects, the award must be decided by the drawing of lots.

6. LATE BIDS

- 6.1 Bids are permissible to be submitted prior to closing date and time this is to avoid unfortunate or unplanned circumstances that could prevent the bidder from arriving on time during the closing date. If the bidder fail to arrive on time the department will not be held liable.
- 6.2 Bids are late if they are received at the address indicated in the bid documents after the closing date and time.

7. MORE THAN ONE OFFER/ COUNTEROFFERS

- 7.1 Should the bidder make more than one offer, where applicable, against any individual item, such offer/s must be detailed in the Schedule of Additional Offer/s. The Department reserves its rights in and to the consideration of any additional offer/s subject to compliance with specification and the bidding conditions.
- 7.2 Bidders' attention is drawn to the fact that counter offers with regard to any of the abovementioned Special Terms and Conditions will invalidate such bids.
- 7.3 Bidders are at liberty to bid for one, a number of items, or bid for all items. If a bidder is not bidding for all the items, the appropriate price page must reflect: 'nil quote'.

8.. ONLY ONE OFFER RECEIVED

- 8.1 Where only 1 offer is received, the Department of Health will determine whether the price is fair and reasonable. Proof of reasonableness will be determined as follows:
- (i) Comparison with prices, after discounts, to the bidder's other normal clients and the relative discount that the State enjoys;
 - (ii) Where this is not possible, profit before tax based on a full statement of relevant costs; and
 - (iii) In all cases, comparison with previous bid prices where these are available.

9. AWARD OF BID (S)

- 9.1 The Department of Health Bid Adjudication Committee reserves the right to award the bid to one or more than one bidder, provided that the respective bidders' offers comply with the specification and meets all the conditions attached to the bid. Note for panels this will be applicable during price quotation phase.
- 9.2 Notification of the intention to award the bid shall be in the same media that the bid was advertised.
- 9.3 In terms of Provincial Treasury Practice Note Number: SCM-07 of 2006, Section 5: Appeal Procedure, 5.1 "A bidder aggrieved by a decision of the Departmental Bid Adjudication Committee or a delegate of an Accounting Officer may appeal to the Bid Appeals Tribunal in the prescribed manner" The bidder must, within five working days of the publication of the notice of intention to award, in the Government Tender Bulletin, deliver a written notification of an intention to appeal to Provincial Treasury, Secretariat, Bid Appeals Tribunal, Tel no: 033-897 4200. After all appeals, should they be lodged, have been dealt with by the Bid Appeals Tribunal, the successful bidder (s) shall be notified in writing by a duly authorised official of the Department of Health, Central Supply Chain Management Unit. A formal contract will then

be entered into by parties, using service level agreement or Standard Bidding Document for formal contracts.

10. REGISTRATION ON THE CENTRAL SUPPLIER DATABASE (CSD)

- 10.1 A bidder submitting an offer must be registered on the Central Supplier Database. A bidder who has submitted an offer and is not registered on the Central Supplier Database will not be considered.
- 10.2 Each party to a joint venture/ consortium must be registered on the Central Suppliers Database at the time of submitting the bid.

11. EMPLOYEES TRADING WITH THE ORGANS OF THE STATE

- 11.1 The Public Service Act 103 of 1994 indicates in section 30(1) that "No employee shall perform or engage himself or herself to perform remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department."
- 11.2 Furthermore, in terms of the Public Service Regulations paragraph 13(c), "An employee shall not conduct business with any organ of state or be a director of a public or private company conducting business with an organ of state, unless such employee is in an official capacity a director of a company listed in schedule 2 and 3 of the Public Finance Management Act"
- 11.3 If a bidder is found to be employed by the state, through the verification of Central Supplier Database (CSD) Report, DPSA, the bid will be immediately disqualified. If it is discovered through other Computer Assisted Audit Technics, that the bidder is employed by the state, the award or contract may be immediately terminated.

12. VALIDITY PERIOD OF BID AND EXTENSION THEREOF

- 12.1 The validity (binding) period for the bid will be **180 days** from close of bid. However, circumstances may arise whereby the department may request bidders to extend the validity (binding) period. Should this occur, the department will request bidders to extend the validity (binding) period under the same terms and conditions as originally offered for by bidders. This request will be done before the expiry of the original validity (binding) period. If the request to extend is sent to bidders and no response received the departmental will assume that the bidder is in agreement with an extension.

13. CHANGE OF ADDRESS

- 13.1 Bidders must advice the Department of Health's Central Supply Chain Management Unit, Contract Section, should their ownership and/or address (domicilium citandi et executandi) details change from the time of bidding to the expiry of the contract.

14. INVOICES AND PAYMENTS

- 14.1 All invoices must be submitted in the original format.
- 14.2 All invoices submitted by the Contractor must contain the word "INVOICE" for non-VAT vendors or "TAX INVOICE" for VAT vendors only. VAT number must be reflected for VAT vendors.

- 14.3 A tax invoice shall be in the currency of the republic of South Africa and shall contain the following particulars:
- (a) The name, address and registration number of the supplier;
 - (b) The name and address of the recipient;
 - (c) An individual serialized number and the date upon which the tax invoice is issued;
 - (d) A description of the goods or services supplied;
 - (e) The quantity or volume of the goods or services supplied
 - (f) The value of the supply, the amount of tax charged and the consideration for the supply; or
 - (g) Where the amount of tax charged is calculated by applying the tax fraction to the consideration, the consideration for the supply and either the amount of the tax charged, or a statement that it includes a charge in respect of the tax and the rate at which the tax was charged.
- 14.4 A Contractor shall be paid by the institution concerned, in accordance with services rendered. The service must be accepted and signed off by the relevant delegated official.
- 14.5 Should a Contractor indicate a special discount on his/her account provided payment is made within a certain time, every effort shall be made to take advantage of such discount. Where discounts or rebates received by the Department, the Contractor to provide credit note.
- 15.6 Any query concerning the non-payment of accounts must be directed to the institution concerned. The following protocol will apply if accounts are queried:
- (i) Contact must be made with the officer-in-charge of Logistics and Accounts Payable;
 - (ii) If there is no response from Logistics and Accounts Payable, the Chief Director: Finance may be contacted.
 - (iii) Failing all of the above, the Contractor may contact the Office of Chief Financial Officer supplying the following details:
 - a) Name/s of person/s contacted at the Institution and dates; and
 - b) Details of outstanding account.
 - c) The Chief Financial Officer will then take the appropriate action.

16. VALUE ADDED TAX (VAT)

- 16.1 All bid prices must be inclusive of all applicable taxes, even if the bidder is not a vat vendor.
- 16.2 Bidders who make taxable supplies in excess of R1 million in any 12-month consecutive period are liable for compulsory VAT registration, but an entity may also choose to register voluntarily provided that the minimum threshold of R50 000 (as of 1 March 2010) has been exceeded in the past 12 month period. Bidders who meet the above requirement must register as VAT vendors, if successful, within one month of award of bid.
- 16.3 **VAT will not be included** after an award of the bid or during contract management period.

17. ENTERING OF DEPARTMENTAL STORES

- 17.1 No representative from a company shall be permitted to enter the department premises, buildings or containers where stores are kept unless he/she is accompanied by the responsible official in charge of stores. Before entering the hospital/clinic premises, buildings or containers where stores are kept, the company representative must in writing, motivate why entry is necessary and written authority must be obtained to enter from the Head of the Institution or delegated official.

18. DEPARTMENTAL PROPERTY IN POSSESSION OF A CONTRACTOR

- 18.1 The Department's property supplied to a Contractor for the execution of a contract remains the property of the Department and shall at all times be available for inspection by the Department or its representatives. Any such property in the possession of the Contractor on the completion of the contract shall, at the Contractor's expense, be returned to the Department forthwith.
- 18.2 The Contractor shall be responsible at all times for any loss or damages to the Department's property in his possession and, if required, he shall furnish such security for the payment of any such loss or damages as the Department may require.

19. IRREGULARITIES

- 19.1 Companies are encouraged to advise the Department of Health timeously of any possible irregularities which might come to their notice in connection with this or other contracts.

20. UNSATISFACTORY PERFORMANCE

In amplification of paragraph 21; 22 and 23 of the GCC, unsatisfactory performance occurs when performance is not in accordance with the contract conditions.

- (i) The institution shall warn the Contractor by registered/certified mail or email that action will be taken in accordance with the contract conditions unless the Contractor complies with the contract conditions and delivers satisfactory supplies or services within a specified reasonable time (7 days minimum). If the Contractor does not perform satisfactorily despite the warning the department will, take necessary and appropriate action such as termination of contract in terms of its delegated powers.
- (ii) When correspondence is addressed to the Contractor, reference will be made to the contract number/item number/s and an explanation of the complaint.

21. RESTRICTION OF BIDDING

The Accounting Officer or his/her delegate must:

- a) Notify the supplier and any other person of the intention to restrict it doing business with Department by registered mail or email. The letter of restriction must provide for:
 - i. The grounds for restriction;
 - ii. The period of restriction which must not exceed 10 years;
 - iii. A period of 14 calendar days for the supplier to provide reasons why the restriction should not be imposed.

- b) The Accounting Officer his/her delegate:
 - i. May regard the intended penalty as not objected to and may impose such penalty on the supplier, should the supplier fail to respond within the 14 days; and
 - ii. Must assess the reasons provided by the supplier and take the final decision.
- c) If the penalty is imposed, the Accounting Officer must inform National Treasury of the restriction within 7 calendar days and must furnish the following information:
 - i. The name and address of the entity/ person to be restricted;
 - ii. The identity number of individuals and the registration number of the entity; and
 - iii. The period of restriction.
- d) National Treasury will load the details on the Database of Prohibited Vendors.
- e) The restriction period applicable will be based on the value of award/s made to the supplier over a financial year. The table below illustrates the restriction period that will be applicable per the award threshold:

22 CONTRACTOR'S LIABILITY

- 22.1 In the event of the contract being cancelled by the Department in the exercise of its rights in terms of these conditions, the Contractor shall be liable to pay to the Department any losses sustained and/or additional costs or expenditure incurred as a result of such cancellation, and the Department shall have the right to recover such losses, damages or additional costs by means of set-off from moneys due or which may become due in terms of the contract or any other contract or from guarantee provided for the due fulfilment of the contract and, until such time as the amount of such losses, damages or additional costs have been determined, to retain such moneys or guarantee or any deposit as security for any loss which the Department may suffer or may have suffered.
- 22.2 The Contractor may be held responsible for any consequential damages and loss sustained which may be caused by any defect, latent or otherwise, in supply or service rendered or if the goods or service as a result of such defect, latent or otherwise, does not conform to any condition or requirement of the contract.

23 RIGHTS TO PROCURE OUTSIDE THE CONTRACT

- 23.1 If contracted service become available from National Treasury transversal contract, the Department reserve a right to cancel the contract with a winning bidder (s) by giving thirty (30) days' notice. If it in the advantage and interest of the department to participate on transversal contract.

24. PATENTS

- 24.1 The Contractor shall pay all royalties and expenses and be liable for all claims in respect of the use of patent rights, trademarks or other protected rights, and hereby indemnifies the Department against any claims arising there from.

25 WAIVER

- 25.1 The granting by any party of any indulgence or postponement shall not be a waiver of its rights arising from this contract to demand full and specific performance of the contract.
- 25.2 No favor, delay or relaxation or indulgence on the part of any party in exercising any power or right

conferred on each party in terms of this contract shall operate as a waiver of such power or right nor preclude any other or further exercises thereof or the exercise of any other power or right under this contract.

26 BREACH

- 26.1 Any termination notice referred to in GCC paragraph 23.1 shall be preceded by written notice requiring the defaulting party to remedy a breach of this contract within seven (7) days of the date of receipt of the notice.
- 26.2 If the defaulting party fails to remedy the breach within the seven (7) days, the aggrieved party shall be entitled without notice, in addition to any other remedy available to them at law or under this contract:
- 26.3 To claim specific performance of any obligation whether or not the due date for performance has arrived; or
- 26.4 To terminate this contract in accordance with paragraph 23.1 of the GCC, against the defaulting party, in either event without prejudice to the aggrieved party's rights to claim damages.
- 26.5 The Contractor shall immediately advise the Department of the same, upon which the Department shall, in its sole and absolute discretion, decide whether to proceed with this contract or to terminate forthwith. Failure by the Contractor to advise the Department of a conflict of interest shall amount to a material breach of this contract.
- 26.6 A Party shall be deemed to be in breach of this Contract should the Party fail to comply with any material provisions of this Contract.
- 26.7 The aggrieved Party shall be obliged to first attempt to settle the matter by way of consultation with the defaulting Party. If the consultation fails, then the aggrieved Party shall promptly give the defaulting seven (7) days written notice to remedy the breach. If the defaulting Party fails to comply with such notice, the aggrieved Party may, without prejudice to any other's right at law:
- 26.7.1 Cancel this Contract in the event the defaulting Party committed a material breach.
- 26.7.2 Claim specific performance by the defaulting Party if such is a competent remedy in the circumstance.
- 26.7.3 Claim damages suffered, as limited under this Contract.

27. PREFERENCES

- 27.1 Should the Contractor apply for preferences in the submission of his bid, and it is found at a later stage that these applications were incorrect or made under false pretences, the Department may, at its own right:
- i. Recover from the Contractor all costs, losses or damages incurred or sustained by the Department as a result of the award of the Contract; and/or

- ii. Cancel the contract and claim any damages which the Department may suffer by having to make less favourable arrangements after such cancellation.
- iii. The Department may impose penalties, however, only if provision therefore is made in the Special Conditions of Contract and Bid.

28. SEVERABILITY

- 28.1 The finding of any invalidity to any provision of the contract shall not render the whole contract a nullity. A court of law or arbitrator may sever the invalid provision and the remainder of the contract shall remain enforceable.

29. EXTENSION OF CONTRACT

- 29.1 This contract may be extended for a period not exceeding Six (6) months by Accounting Officer or Delegated Official.
- 29.2 Further extension of the contract, authority may be granted by Head of Department: Health.

30. CESSION OF CONTRACT

- 30.1 The Contract will be personal to the winning bidder, who shall not sub-let, assign, cede or make over the Contract or any part thereof, or any share of interest therein, to any other person without the written consent of the Department, and on such conditions as it may approve.
- 30.2 This sub-clause shall not apply to sub-contracts given to regular suppliers of winning bidder for materials and minor components relating to the services supplied. The Department reserves the right to require winning bidder to submit, for noting, the names of such sub-contractors to ascertain their registration on the Central Suppliers Database and they must be legal entities.

31. CONTRACT AMENDMENTS / VARIATIONS

- 31.1 In amplification of paragraph 18 of the GCC, any amendments/variations, of the Contract shall come into effect in terms of the conditions contained in on “**Contract Amendments/Variations Register**”. This register must be signed by the duly authorised signatories of winning bidder and the Head of Department: Health or his/her delegated official.
- 31.2 Contracted winning bidder shall not, in performing its obligation, vary from the terms and conditions stated in this Contract whether by way of addition thereto or by way of omission therefrom, without the prior written consent from the Department (Accounting Officer/delegated official), and no claim on the part of winning bidder for any extra payments on the grounds of any alterations or extra work will be entertained.
- 31.3 If, after the commencement of the contract, the cost or duration of the services is altered as a result of changes in, or in additions to, any statute, regulation or by-law, or the requirements of any authority having jurisdiction over any matter in respect of the contract, then the contract price and time for

completion shall be adjusted in order to reflect the impact of those changes, provided that, within 14 days of first having become aware of the change, winning bidder shall furnish the Department with a detailed justification for the adjustment to the contract price.

32. INTELLECTUAL PROPERTY

- 32.1 In amplification of paragraph 6 of the GCC, the intellectual property discovered or created as the direct or indirect result of this contract shall remain the property of the Department.

33. INSOLVENCY

- 33.1 In the event to winning bidder institutes insolvency proceedings or has insolvency proceedings involuntarily instituted against it, the Department may terminate this Contract immediately.
- 33.2 In the event of assets and monies issued to winning bidder in terms of this Contract, such assets and monies shall be excluded from the estate of winning bidder and shall be returned immediately upon clause 40.1 coming into effect.

34. DISPUTE RESOLUTION

- 34.1 If any dispute arises between the Department and Contractor, in connection with the Specification and deliverables, either party may give the other notice in writing of the existence of such dispute, and the same shall thereupon be referred to arbitration in South Africa by a person mutually agreed upon by both parties. The submission shall be deemed to be a submission to arbitration within the meaning of the terms of the arbitration laws in force in the Republic of South Africa.

35. DOMICILLIA CITANDI ET EXECUTANDI

For the purpose of this contract, the parties choose their respective domicilia citandi et executandi as follows:

The Department Physical and Postal Address:

Department Name	The KwaZulu- Natal Department of Health
Physical Address	Natalia Building, 330 Langalibalele Street, Pietermaritzburg, 3201
Postal Address:	Private Bag X9051, Pietermaritzburg, 3200
Telephone numbers	033 – 395 2111
Telefax:	Nil

The Contractor or Bidder Physical and Postal Address:

Bidder/ Contractor Name	
Physical Address	
Postal Address:	
Telephone numbers	
Telefax:	
Email Address	

35.1 The parties hereby choose domicilium citandi et executandi for all notices and processes to be given and served in pursuance hereof at their respective addresses given on the first page of this Contract. Any notice of any change in such address shall be given in writing by the parties concerned and delivered by hand or sent by registered mail to the other party, upon notification of which address so notified shall serve as the new citandi et executandi.

35.2 A party may at any time change that party's domicile by notice in writing, provided that the new domicile is in the Republic of South Africa and consists of, or includes, a physical address at which the process can be served.

35.3 Any notice to a party:

35.3.1 Sent by prepaid registered post in a correctly addressed envelope, to it, shall be deemed to have been received on the 7th (seventh) day after posting unless the contrary is proved);

35.3.2 Delivered by hand to a responsible person during ordinary business hours at the physical address chosen as its domicile, shall be deemed to have been received on the day of delivery;
or

35.3.3 Sent by telefax or email to its chosen telefax or email number, shall be deemed to have been received on the date of despatch (unless the contrary is proved).

36. PERIOD OF CONTRACT

36.1 The period of this contract is nine (9) months.

Note: For this type of a service the price quotation or bid will be done after the panel has been awarded and established.

SECTION J

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME (NOT APPLICABLE)

INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

1. PILLARS OF THE PROGRAMME

1. PILLARS OF THE PROGRAMME

1.1. The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:

- i) Any single contract with imported content exceeding US\$10 million.
or
- ii) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$10 million.
or
- iii) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million.
or
- iv) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.

1.2. The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.

1.3. To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.

1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

2. REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

- 2.1. In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.
- 2.2. The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

3. BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

- 3.1. Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.
- 3.2. In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:
 - I. Bid / contract number.
 - II. Description of the goods, works or services.
 - III. Date on which the contract was accepted.
 - IV. Name, address and contact details of the government institution.
 - V. Value of the contract.
 - VI. Imported content of the contract, if possible.
- 3.3. The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

4. PROCESS TO SATISFY THE NIP OBLIGATION

- 4.1. Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:
 - i) the contractor and the DTI will determine the NIP obligation;
 - ii) the contractor and the DTI will sign the NIP obligation agreement;
 - iii) the contractor will submit a performance guarantee to the DTI;
 - iv) the contractor will submit a business concept for consideration and approval by the DTI;
 - v) upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
 - vi) the contractor will implement the business plans; and

- vii) the contractor will submit bi-annual progress reports on approved plans to the DTI.
- 4.2. The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid number: **ZNB 5078/2024**..... Closing date : 13 December 2024

Name of bidder.....

Postal address

.....

Signature..... Name (in print)

Date.....

SECTION K

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

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

NB: BEFORE COMPLETING THIS FORM, BIDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE BID AND PREFERENTIAL PROCUREMENT REGULATIONS, 2023

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

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

- a. The applicable preference point system for this Bid is the 80/20 preference point system.
- b. The 80/20 preference point system will be applicable in this Bid. The lowest/ highest acceptable Bid will be used to determine the accurate system once Bids are received.

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

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

1.4 **To be completed by the organ of state:**

The maximum points for this Bid are allocated as follows:

	POINTS	POINTS
PRICE	80	90
SPECIFIC GOALS	20	10
Total points for Price and SPECIFIC GOALS	100	100

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

1.6 The organ of state reserves the right to require of a 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 organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

The specific goals allocated points in terms of this Bid	Number of points allocated (80/20 System) (To be completed by the organ of state)	Number of points allocated (90/10 System) (To be completed by the organ of state)	Number of points claimed (80/20) (To be completed by the Bidder)	Number of points claimed (90/10) (To be completed by the Bidder)
In terms of Departmental Preferential Procurement Regulation Policy 2024, Companies 51% Owned by Black People.	20 points (To be allocated for specific goals)	10 points (To be allocated for specific goals)		

DECLARATION WITH REGARD TO COMPANY/FIRM

- 4.3. Name of company/firm.....
- 4.4. Company registration number:
- 4.5. TYPE OF COMPANY/ FIRM
- ☐ Partnership/Joint Venture / Consortium
 - ☐ One-person business/sole propriety
 - ☐ Close corporation

- ☐ Public Company
☐ Personal Liability Company
☐ (Pty) Limited
☐ Non-Profit Company
☐ State Owned Company
 [TICK APPLICABLE BOX]

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

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

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

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

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

Enterprise Name	
Trading Name (If Applicable):	
Registration Number	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of "Black People"	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians –</p> <ul style="list-style-type: none"> a) who are citizens of the Republic of South Africa by birth or descent; <li style="text-align: center;">or b) who became citizens of the Republic of South Africa by naturalisationi- <ul style="list-style-type: none"> i) before 27 April 1994; or ii) on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"

Definition of "Black Designated Groups"	<p>"Black Designated Groups means:</p> <ul style="list-style-type: none"> a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; b) Black people who are youth as defined in the National Youth Commission Act of 1996; c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; d) Black people living in rural and under developed areas; e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"
---	--

c) I hereby declare under Oath that:

3. The Enterprise is _____% Black Owned as per Amended Code Series 100 of the amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as amended by Act No 46 of 2013,
4. The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
5. The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
6. Black Designated Group Owned % Breakdown as per the definition stated above:
 - i) Black Youth % = _____%
 - ii) Black Disabled % = _____%
 - iii) Black Unemployed % = _____%
 - iv) Black People living in Rural areas % = _____%
 - v) Black Military Veterans % = _____%
7. Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was R10,000,000.00 (Ten Million Rands) or less
8. Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

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

- d) I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise, which I represent in this matter.
- e) The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: ____ / ____ / _____

Stamp

Signature of Commissioner of Oaths

**SECTION L
PRICING SCHEDULE**

Name of bidder.....	Bid number: ZNB 5078/2024
Closing Time 11:00	Closing date: 13/12/2024

FORM OF OFFER AND ACCEPTANCE

Offer

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

A MULTIDISCIPLINARY TEAM LED BY A LEAD CONSULTANT, TO PROVIDE PROFESSIONAL SERVICES

For the project: **CONDITION ASSESSMENT OF EDUMBE COMMUNITY HEALTH CENTRE**

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.

1. Price

The offered price for a multidisciplinary team with a lead consultant, 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.

2. 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.

3. **Signed for the bidder:**

.....
Name of representative

.....
Signature

.....
Date

4. Witnessed by:

.....
Name of representative

.....
Signature

.....
Date

5. 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:

6. 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.

7. 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.

8. Signed for the Employer:

Name of representative

Signature

Date

Street address:

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

Code:

Telephone:

Code:

Number:

Facsimile number:

Code:

Number:

9. Witnessed by:

.....
Name of representative

.....
Signature

.....
Date

10. 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 M

SPECIFICATIONS, SCOPE, EVALUATION

Project Description:

THE APPOINTMENT OF A MULTIDISCIPLINARY TEAM LED BY A LEAD CONSULTANT, TO PROVIDE PROFESSIONAL SERVICES FOR A CONDITION ASSESSMENT FOR EDUMBE COMMUNITY HEALTH CENTRE

M1. PROJECT BACKGROUND

eDumbe Community Health Centre(CHC) is situated in the north western part of KwaZulu-Natal under, Zululand Health District. eDumbe is located between Mkhondo (50km North) and Vryheid (50km South), it cover a geographical area of about 1947 km. It a referral point for six (06) Clinics namely: Lunenburg Clinic, Ophuzane Clinic, Frisgewaarcht Clinic, Princess Mhlosheni Clinic, Hartland Clinic and Paulpietersburg Clinic as well as four (04) Mobile clinics and ninety two (92) visit Points.

The Community Health Centre (CHC) is located 5km away from Mpumalanga Province border (north) and 30km away from Swaziland border (north east). None of the above (Province or Country) have a fixed Health Centres closer than 50km and 100km away respectively. Based on this, it is assumed that about one fifth (1/5) of the clients may come from outside the border (cross border patients).

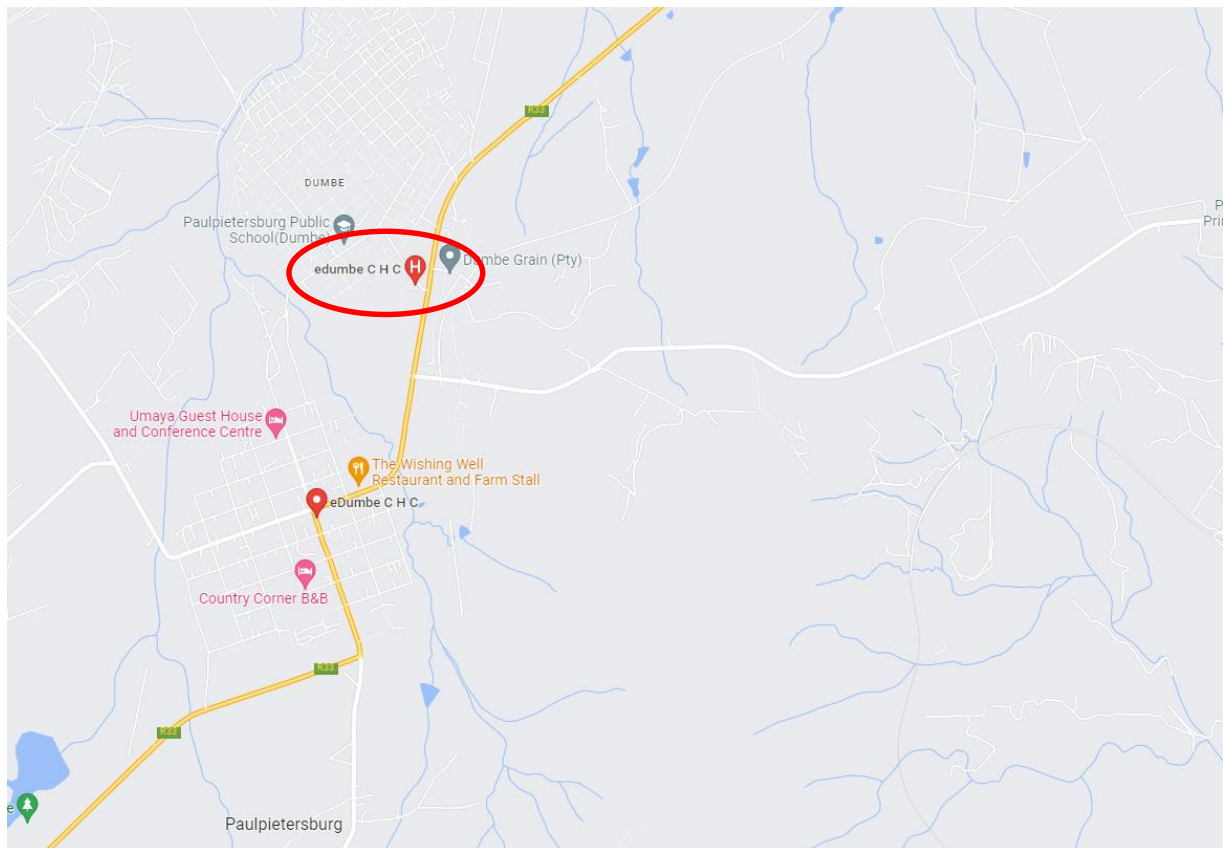
The CHC is 2km away from eDumbe town.

M2. THE SITE

Land Owner:	REPUBLIC OF SOUTH AFRICA (RSA)			
Title Deed:	T25950/1999			
Deeds Description	ERF 463 EDUMBE			
Street Address (or directions):	Stand no 463 Paulpietersburg			
Postal Address:	Private Bag X322 Paulpietersburg 3180			
Telephone Number:	+27 (0) 34 995 8500			
CHC Manager:	Dr T H Ndlovu - CEO			
Cadastral Description:	Latitude:	-27.409959	Longitude:	30.823904
Zoning:	To be confirmed			
Planning restrictions:	To be confirmed			
Existing Infrastructure	Single storey buildings consisting of brickwork under metal roofs. Brickwork consist of both face brickwork and plastered brickwork			
Existing Services	Municipal supply of water, electricity, sewerage and storm water. Hospital services include HVAC, steam supply, medical gas supply, fire detection and prevention systems			

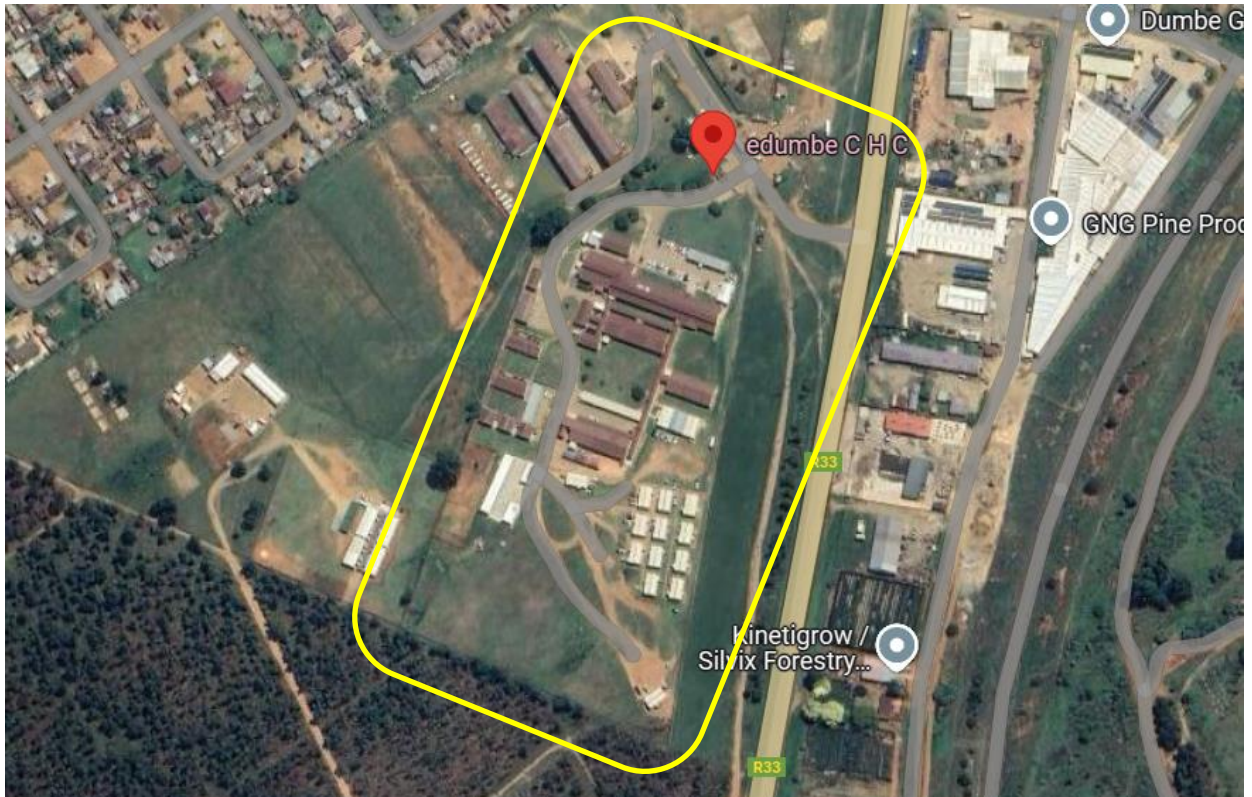
M3. LOCALITY

eDumbe Community Health Centre is in Dumbe next to Paul Pietersburg in Northern KwaZulu-Natal close to the R 33.



Location of eDumbe Community Health Centre

Source: Google Maps



Aerial View 1: eDumbe Community Health Centre

Source: Google Maps

M4. EXISTING INFORMATION

For the purposes of this bid, it must be assumed that there is no as-built information. The following information will be made available to the project team at the briefing meeting:

- i. Asset register (the information included therein will need to be verified)
- ii. As-built information that is available

M5. PROJECT OUTCOMES

The KZN-DOH identifies the need to improve access to health services within KwaZulu-Natal, specifically in those districts where patients travel great distances to access hospital care. Zululand district has a large population of slightly less than one million. eDumbe Community Health Centre (CHC) is located in the northwest of the district. The CHC has been identified to be upgraded to provide a district package of services.

The expected benefit for the population served by this facility may include improved health services, management of waiting times, clear delineation of services, improved access to all areas and services for all persons, salutogenic environment, and so on. Benefits for staff and management will include improved working conditions, management and control and so on.

The output for this bid is a **Condition Assessment**.

M6. PROJECT OUTPUT: Condition assessment:

The main objective of the proposed condition assessment is to collect the most up-to-date information of the condition of the assets at eDumbe Community Health Centre, noting the physical or operational deficiencies encountered therein. The assessment will also be used to locate and define any areas, systems or structures in need of urgent attention.

The condition assessment must ensure improved asset management decision making processes and will be used as an input in the development of refurbishment plans, asset care plans and additions, renovations or upgrades where necessary.

M.6.1. Scope of Work

A Condition Assessment seeks to aggregate and evaluate diverse information to fully understand the current conditions of facilities and capital assets which may range from hospital buildings to vacant land. It is typically interpreted as a physical inspection of facilities, but analysis of maintenance and facility management plans may also provide significant data.

M.6.1.1. Investigations

Investigations will include the following criteria:

- i. Architectural condition
- ii. Accessibility for all persons with disabilities
- iii. Capacity
- iv. Health service adequacy
- v. Environmental
- vi. Utilisation of the facility
- vii. Functionality of the facility
- viii. Structural condition
- ix. Bulk services, including but not inclusive,
 - All water related services (eg potable water, grey water, water storage, and so on)
 - Stormwater systems and management
 - Electrical supply and backup
 - Sewer systems
- x. Acoustics
- xi. All Mechanical systems
- xii. All Electrical systems
- xiii. All Fire prevention/protection systems
- xiv. Safety and Security

- xv. Heritage
- xvi. Site analysis
- xvii. Building Code Compliance.

M.6.1.2. Scope of the Condition Assessment

The scope of the Condition Assessment is outlined below:

- i. Terms of reference to be provided
- ii. Method Statement to undertake and complete this Output to be provided
- iii. What Health Services are being rendered at the facility?
- iv. What Support Services are rendered/provided at the facility?
- v. Physical condition assessment

Each system/building/area/section should be identified and individually assessed, and a comprehensive report produced, including supporting narrative and photographs.

The building assessment consists of evaluation criteria for external and internal elements, and components and services. These can be broken down (but is not limited to) as follows:

External elements:

- Walls: wall structure (including plaster) and painting
- Roofs: roof structure, roof covering and fascia boards, and rainwater goods

Internal elements:

- Floors: floor structure, floor covering or finish, and skirting boards
- Walls: wall structure (including plaster), painting, and bumper rails
- Ceilings: ceiling structure and painting, and ceiling cornices

Components:

- Doors: doors, door frames, handles and locks
- Windows: glazing, frames and sills
- Fittings: cupboards, shelving and so on

Services:

- Wet services (plumbing and plumbing fixtures)
- Sanitary ware
- Air conditioning
- Ventilation
- Electrical (lights, distribution boards, plugs and switches)
- Medical gasses (signage)
- Information Technology
- Telecommunications
- Fire safety

M.6.1.3. Additional Infrastructure Investigations

In addition to a survey of the buildings, a condition assessment of the external elements and services will be required. This would consider (but is not limited to) the following:

- i. Roads, internal and access to the facility
- ii. Land, for current use and future development opportunity
- iii. Parking areas and carports
- iv. Retaining structures and embankments
- v. Walkways
- vi. Pipe Bridges
- vii. Helipad
- viii. Fencing and walling
- ix. External lighting and street lighting
- x. Access gates
- xi. Guard houses
- xii. Water (domestic, grey and/or fire) network/s
- xiii. Medical Gas network
- xiv. Sewer network
- xv. Storm water network
- xvi. Lightning protection
- xvii. Overall HVAC system/s for the whole hospital
- xviii. Overall electrical system/s for the whole hospital and emergency supply
- xix. Asbestos Audit

M.6.1.4. Health Technology Services Investigations

A Health Technology Assessment (HTA) needs to be carried out. This is a physical verification, and must include the following:

- i. Location
- ii. Equipment Description
- iii. Serial Number
- iv. Barcode
- v. Make
- vi. Model
- vii. Age
- viii. Remaining Useful Life
- ix. Estimated Replacement Value
- x. Visual Condition (Scored)

M.6.2. Current functionality

Over and above the initial visual condition assessment, an assessment of the functionality of each of the Community Health Centre functional units is to be done. The functionality assessment outcomes are based on utilisation rates, with reference to legislative requirements which include guidelines on:

- Intra- and interdependencies: Spatial planning and allocation of components within the facility in respect of function and relationships to other
- Specialist fittings, infrastructure requirements and health technology services required for the relevant service
- Optimisation of workflow and the movement of patients, goods and staff through the facility.

The methodology for determining functional performance of assets is included in the User Asset Management Plans for the Departments of Health and Public Works. The guideline “Immovable Asset Management in National and Provincial Government Guidelines for Users User Asset Management Plans (August 2018) Department of Public Works Republic of South Africa” is included as Appendix I.

The functional performance must address the following items:

- A) **Required performance standard** – this is a value representing the ideal standard expected of the building in relation to its function. This will be established through consultation with KZN-DOH.
- B) **Accessibility rating** – this is a value representing the suitability of the building’s physical location in relation to its service delivery objectives. This includes accessibility by the general public, staff, patients and visitors. This will be established through consultation with KZN-DOH.
- C) **Suitability index** – this uses the required performance standard and the accessibility rating as cross-references to determine the suitability of a building for its function.
- D) **User condition rating** – this is a high-level overall rating of the whole building, which gives a brief indication of the physical condition of the building.
- E) **Operating performance index** – this uses the condition rating and required performance standard as cross-references to determine a value for the performance of the building at an operational level.
- F) **Functional performance index** – this is an output of the suitability index and the operating performance index and gives an indication of the overall functionality of the building.

M.6.3. Sustainability

This is an output of the suitability index, the operating performance index and Functional performance index, and gives an indication of sustainability, individually and overall, focusing on problems, risks, opportunities, good practices.

M.6.4. Compliance

Report on compliance, individually and overall, with SANS 10400, R158, IUSS, Ideal Facility and the readiness for NHI and other relevant legislation.

M.6.5. Deliverables

The following deliverables are required:

M.6.5.1. Report containing as a minimum;

- i. Terms of Reference
- ii. Method Statement
- iii. Assessment Overview (per building/space and per room) including as a minimum:
 - AMP spreadsheets
 - Narratives
 - Photographs
- iv. Report on Stakeholder engagements, consultations and reference documents undertaken and applied
- v. Findings
- vi. Conclusion

M.6.5.2. The above report must be based on; and include the following:

A) AMP Spreadsheets:

The Government Immovable Asset Management Act, No 19 of 2007 (GIAMMA), seeks to introduce measures to ensure a uniform framework for the management of immovable assets that are used by (or is reserved for) a national or a provincial department in support of its service delivery objectives. The following templates, in relation to eDumbe Community Health Centre, from the Immovable Asset Management in National and Provincial Government Guideline for Users User Asset Management Plans (available from the CIDB Toolkits), to be used:

Template 1: Schedule of asset requirements per budget programme

Template 2: Schedule of all assets currently occupied by or allocated to the facility

Template 2: Planned maintenance on assets currently occupied by or allocated to the User

Template 3: Schedule of functional performance per asset

Template 4: Schedule of current utilisation

Template 5: Utilisation Improvement Plan

Template 6: Gap Analysis

Template 7: Asset Plan

Template 8: New Asset Requirements

Template 9: Refurbishment or Reconfiguration Requirements

Template 10: Assets Identified for surrender

Template 11: Repair Requirements

The following methodology for determining functional performance of assets to be applied:

- i. A critical aspect of a U-AMP is the assessment of the functional performance of an immovable asset. Functional performance is the measure which a User should apply to determine the extent to which an asset meets the asset requirements and thereby the service delivery objectives that such an asset supports. The paragraphs below describe a methodology that could be applied for accommodation. User may have to develop similar methodologies for other categories of assets where this functional performance methodology would not be applicable. Required Performance Standard
- ii. The application of a performance assessment requires the determination of a required (or ideal)

performance standard. This required performance standard is the standard expected of the accommodation and will provide the baseline against which it should be measured. The required performance standard should be a strategic decision that will affect the management of immovable assets throughout their lifecycle. Table 1 can be used to determine the required performance rating.

Table 1: Required Performance Standard

Performance Standard	Condition Standard	Index
Highly sensitive functions with critical results or high profile public building	Assets to be in best possible condition, Only minimal deterioration will be tolerated	P5
Business operations requiring good public presentation and high quality working environments	Assets to be in good condition operationally and aesthetically, benchmarked against industry standards for that particular class of asset	P4
Functionally focussed assets at utility level	Assets to be in reasonable condition, fully meeting operational requirements	P3
Functions are providing essential support only, with no critical operational role (e.g. storage) or asset has limited life	Condition needs to meet minimum operational requirements only	P2
Functions have ceased and the asset is dormant; pending relinquishment, etc	Condition can be allowed to deteriorate or marginally maintained at minimal cost	P1

- iii. The accessibility rating provides an indication of the asset's physical location in relation to the service delivery objectives. This includes the accessibility of the accommodation for the general public, or members that have to conduct their business at the asset. The allocation of the accessibility rating has to take into consideration what is expected of the asset. Eg. A facility that does not require public access, should not be marked down on accessibility should it not provide for public access. 4. Table 2 can be used to allocate an accessibility rating for the asset.

Table 2: Accessibility Rating

General Description	Rating
The asset fully support service delivery objectives; is fully accessible to the general public with well-designed public areas and parking; is accessible for the physically challenged; and has all the services required by the functions performed in the accommodation.	A5
The asset mostly supports service delivery objectives; is fairly accessible to the general public with moderately designed public areas and parking; is accessible for the physically challenged to the main areas; and have the majority of services required by the functions performed in the accommodation.	A4
The asset partially support service delivery objectives; is accessible to the general public with limited public areas and parking; has limited accessibility for the physically challenged; and has the minimum services required by the functions performed in the accommodation.	A3
The asset limits achievement of service delivery objectives; is not generally accessible to the general public with limited public areas and parking; is not accessible for the physically challenged; and does not have the services required by the functions performed in the asset.	A2
The asset does not support service delivery objectives at all; is not at all accessible to the general public and should not be used for the current service delivery objectives	A1

- iv. The required performance standard allocated in Table 1 as well as the accessibility rating allocated in Table 2 is used as cross references to determine the suitability index of the asset as indicated in Table 3.

Table 3: Suitability Index

Accessibility					
Rating Required Performance Standard	A1 (Very Poor)	A2 (Poor)	A3 (Fair)	A4 (Good)	A5 (Excellent)
P5	C	C	B	A	A
P4	C	C	B	A	A
P3	C	B	B	A	A
P2	C	B	A	A	A
P1	C	C	C	C	A

A	The asset is fully suitable for its required function
B	The asset meets the minimum suitability criteria for its function
C	The asset does not meet the required suitability criteria

- v. The condition rating is utilised to give a brief indication of the physical condition of the asset (It should be noted that this is not a full condition assessment). Table 4 is used to allocate a condition rating to the asset.

Table 4: Condition Rating

Condition Status	General Description	Rating
Excellent	The asset has no apparent defects. Appearance is as new. Risk Index: No effect on service capability. No risk.	C5
Good	The asset exhibits superficial wear and tear, with minor defects and minor signs of deterioration to surface finishes. Risk Index: Intermittent, minor inconvenience to operations. Probability of risk to health & safety or property is slight. Low cost implication.	C4
Fair	The asset is in average condition, deteriorated surfaces require attention; services are functional, but require attention, backlog maintenance work exists. Risk Index: Frequent inconvenience to operations. Some risk to health & safety or property. Medium cost implications	C3
Poor	The asset has deteriorated badly, with some structural problems. General appearance is poor with eroded protective coatings; elements are broken, services are interrupted; significant number of major defects exists. Risk Index: Many disruptions to service capability, some risk to health & safety or property. High cost implication.	C2
Very Poor	The asset has failed; is not operational and is unfit for occupancy. Risk Index: Accommodation is unusable, immediate high risk to security, health & safety or property. Significant cost impact.	C1

- vi. The operating performance Index is determined by a cross reference between the required performance standard and the condition rating. Table 5 is used to determine the operating performance index.

Table 5: Operating Performance Index

Required Performance Standard	Condition Rating				
	C1 (Very Poor)	C2 (Poor)	C3 (Fair)	C4 (Good)	C5 (Excellent)
P5	3	3	3	2	1
P4	3	3	2	1	1
P3	3	3	2	1	1
P2	3	2	1	1	1
P1	2	1	1	1	1

1	The asset standards exceeds the level expected for functional and operational requirements
2	Functional Performance meets the standards expected for functional and operational requirements
3	Functional Performance does not meet the standard expected for functional and operational requirements

- vii. The functional performance rating is determined by utilising the suitability index as well as the operating performance index that was determined in the previous steps. Table 6 can be utilised to determine the functional performance rating.

Table 6: Functional Performance Index

Suitability Index	Operating Performance Index		
	1 - Optimal	2 - Minimum	3 - Outside
Optimal- A	A1	A2	A3
Minimum - B	B1	B2	B3
Outside - C	C1	C2	C3

“A1” - The asset is operating optimally and is fully suitable for its required function

“A2” - The asset meets the minimum operating criteria and is fully suitable for its required function

“A3” - The asset does not meet the minimum operating requirements but is fully suitable for its required function

“B1” - The asset meets the optimal operating requirements but only meets the minimum suitability criteria for its required function

“B2” - The asset meets the minimum operating and suitability criteria for its required function

“B3” - The asset does not meet the minimum operating criteria but meets the minimum suitability criteria for its required function

“C1” - The asset is operating optimally but does not meet the minimum suitability criteria

“C2” - The asset meets the minimum operating criteria but does not meet the minimum suitability criteria

“C3” - The asset does not meet the minimum operating criteria and does not meet the minimum suitability criteria

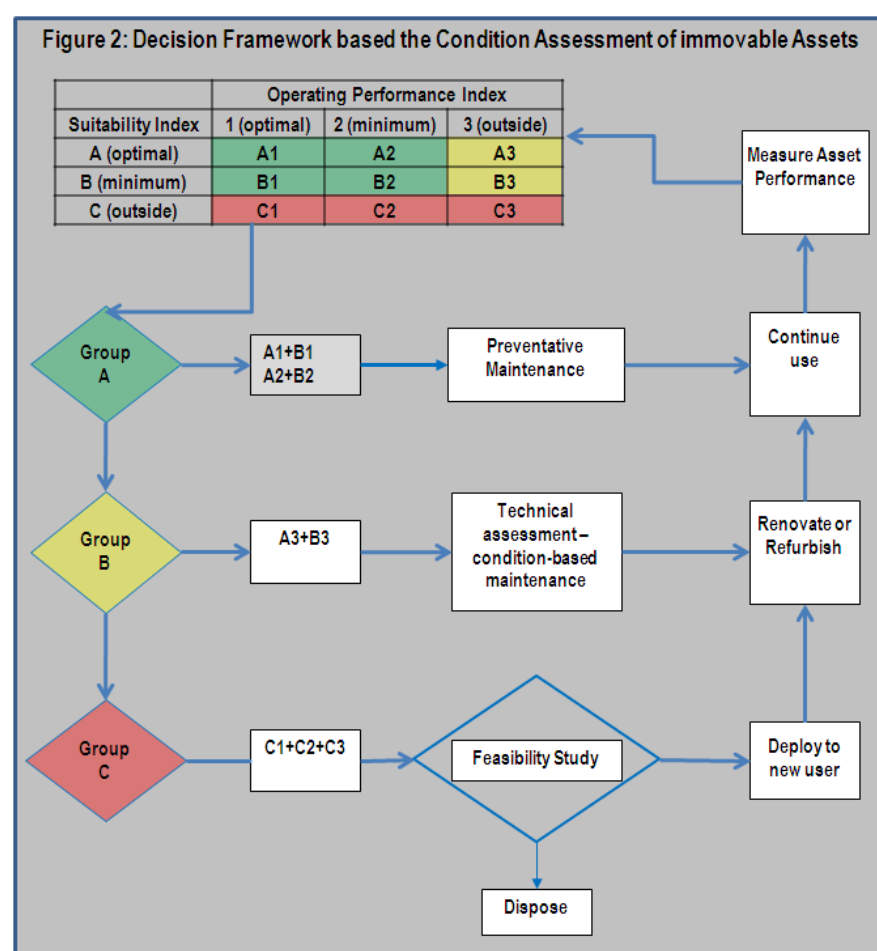


Figure 1: Decision Framework based on the Condition Assessment of Immovable Asset

viii. A Health Technology Assessment (HTA) needs to be carried out with the following rating tool:

Table 7: Health Technology Assessment

SCORE	FUNCTIONALITY	INTERPRETATION OF RATING
1	Very Poor	Does not meet the required standards, and is totally unacceptable. Major repairs and/or major replacements are required to restore functionality
2	Poor	Barely meets the required standards and barely fulfilling its intended purpose. Major defects and significant repairs are required.
3	Fair	Meets about 50% of the required standards and partially serving its intended purpose. Average defects with minor and some infrequent larger repairs required
4	Good	Meets most required standards, performing satisfactorily but not optimally. Exhibits superficial wear and tear, minor defects, and minor signs of deterioration to surface
5	Excellent	Meets all the required standards and serving its purpose. Has no defects and appearance is as new.

ix. Set of As-built drawings and related documents, inclusive of all above ground and underground services. Documents must include:

- AutoCAD/Revit As-built Drawings
- Reports (word or Excel) on all structures, spaces, services and systems
- Actual studies, surveys, test and investigation results (no desktop studies) – eg results from camera investigations of underground sewers, geotech testing results, traffic impact studies, and so on.
- Full cadastral survey (including defining or confirming the boundaries, servitudes, and so on)
- A block plan showing condition of all structures and services in colour:
 - Blue = being in good condition and use
 - Green = need maintenance
 - Yellow = need minor work
 - Orange = need major work
 - Red = needing to be demolished

M.6.6. Services and level of skill required

M.6.6.1. Roles and responsibility of Lead Consultant

Client Liaison

- Understanding and verification of client requirements,
- Primary contact between consultant team and the client / representative of the consultant team

Stakeholder Management

- This includes the identification of stakeholders,

- Appropriate engagement with various parties, and
- Sufficient and intensive consultation

Communication Management

- Establish how communication and interactions are to take place
- Ensure participation and consultations
- Ensure Adequate communication
- Keep records of communication

Project planning and management

- Prepare the project methodology,
- Ensure effective time management through the preparation of an approved, detailed project programme / time management), managing and updating the timelines and activities to be carried out by the Employer or by others.
- Management of the project budget in line with the project timelines and deliverables.
- Effective quality assurance and coordination of project deliverables
- Resource management of the project team,
- Risk Management

Project Administration

- Documentation control, record keeping, preparation of minutes, agendas and attendance registers
- Meeting, consultation and site visit management and coordination.
- Project finalisation and Presentations

M.6.6.2. Qualifications, registrations and/or experience for the lead consultant

The lead consultant is a Registered Professional Project Manager or Built Environment Professional who can demonstrate previous experience and successful execution in the tasks required.

M.6.7. Minimum services and level of skills

The following minimum services and level of skills is required:

Table 8: Minimum services and levels of skills required for Conditional Assessment

Service		Consultants	
Type	Minimum Requirements	Minimum Consultants required	Level of Skills
Co-ordination Facilitation	Over-all co-ordination including planning, execution and finalisation, administration, presentations. Facilitation of the project including stakeholders participation and consultations	Lead Consultant	Professional Registered Project Manager or Built Environment Professional (South African councils) with proven experience on similar projects. i.e. condition assessments
Consultations and Stakeholder engagement	Sufficient and intensive consultation and Stakeholder engagement is to take place. This will include (but not limited to) meetings, consultation, etc with: The Facility DOH District DOH Head Office Local authority Other Authorities Statutory bodies Other Departments Other parties	Lead Consultant	Professional Registered Project Manager or Built Environment Professional (South African councils) with proven experience on similar projects. i.e. condition assessments
		Architect	Professional Registered Architect with 6 years post registration experience as well as Health project experience of 5 years
		Land Surveyor	Registered Land Surveyor
		Quantity Surveyor	Professional Quantity Surveyor with 6 years post registration experience
		Geo-technical Engineer	Professional Registered Engineer 6 years post registration experience
		Civil Engineer	Professional Registered Engineer 6 years post registration experience
		Structural Engineer	Professional Registered Engineer 6 years post registration experience
		Mechanical Engineer	Professional Registered Engineer 6 years post registration experience as well as Health planning experience of 5 years
		Electrical Engineer	Professional Registered Engineer 6 years post registration experience as well as Health planning experience of 5 years
		IT Specialist	Professional with 5 years' experience
		Fire Specialist	Professional with 5 years' experience
		Wet Services Specialist	Professional with 6 years' experience
		Environmental Specialist	Professional with 5 years' experience
		Health Planner	Professional with 5 years' experience
		Administrative	

Service		Consultants	
Type	Minimum Requirements	Minimum Consultants required	Level of Skills
Investigations, Field work and Assessments	All necessary investigations, field work and assessments to be carried	Architect	Professional Registered Architect with 6 years post registration experience as well as Health project experience of 5 years
		Land Surveyor	Registered Land Surveyor
		Quantity Surveyor	Professional Quantity Surveyor with 6 years post registration experience
		Geo-technical Engineer	Professional Registered Engineer with 6 years post registration experience
		Civil Engineer	Professional Registered Engineer with 6 years post registration experience
		Structural Engineer	Professional Registered Engineer 6 years' experience
		Mechanical Engineer	Professional Registered Engineer with 6 years post registration experience as well as Health planning experience of 5 years
		Electrical Engineer	Professional Registered Engineer with 6 years post registration experience as well as Health planning experience of 5 years
		IT Specialist	Professional with 5 years' experience
		Fire Specialist	Professional with 5 years' experience
		Wet Services Specialist	Professional with 6 years' experience & Health planning experience
		Environmental Specialist	Professional with 5 years' experience
		Health Planner	Professional with 5 years' experience
		Administrative	
Analysis, reporting and presentations	Analysis, interpretation and presentation of data collated and captured, including proposals and recommendations	Lead Consultant	Professional Registered Project Manager or Built Environment Professional (South African councils) with proven experience on similar projects. i.e. condition assessments
		Architect	Professional Registered Architect with 6 years post registration experience as well as Health project experience of 5 years
		Land Surveyor	Registered Land Surveyor
		Quantity Surveyor	Professional Quantity Surveyor with 6 years post registration experience
		Geo-technical Engineer	Professional Registered Engineer 6 years post registration experience
		Civil Engineer	Professional Registered Engineer 6 years post registration experience
		Structural Engineer	Professional Registered Engineer 6 years post registration experience

Service		Consultants	
Type	Minimum Requirements	Minimum Consultants required	Level of Skills
		Mechanical Engineer	Professional Registered Engineer 6 years post registration experience as well as Health planning experience of 5 years
		Electrical Engineer	Professional Registered Engineer 6 years post registration experience as well as Health planning experience of 5 years
		IT Specialist	Professional with 5 years' experience
		Fire Specialist	Professional with 5 years' experience
		Wet Services Specialist	Professional with 5 years' experience
		Environmental Specialist	Professional with 5 years' experience
		Health Planner	Professional with 5 years' experience
		Administrative	
Cost control, Measuring and Estimating	Overall cost control and the measurement and estimation of proposals and recommendations	Lead Consultant	Professional Registered Project Manager or Built Environment Professional (South African councils) with proven experience on similar projects. i.e. condition assessments
		Architect	Professional Registered Architect with 6 years post registration experience as well as Health project experience of 5 years
		Quantity Surveyor	Professional Quantity Surveyor with 6 years post registration experience
		Mechanical Engineer	Professional Registered Engineer 6 years post registration experience as well as Health planning experience of 5 years
		Electrical Engineer	Professional Registered Engineer 6 years post registration experience as well as Health planning experience of 5 years
		IT Specialist	Professional with 5 years' experience
		Fire Specialist	Professional with 5 years' experience
		Wet Services Specialist	Professional with 5 years' experience
		Environmental Specialist	Professional with 5 years' experience
		Health Planner	Professional with 5 years' experience
		Administrative	
Administration and Data capturing	All required administrative duties and capturing of data	Administrative	

M.6.8. Planning and programming

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

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

Deliverables	Department of Health Deliverables	Consultant Deliverables	Duration to produce deliverables from each stage (dates are not necessarily consecutive but can overlap)
Briefing	Consultants' Briefing		1 week
Outcome 1: Condition Assessment		Terms of reference and methodology	1 week
		Consultations and Stakeholder engagement	Ongoing for duration
		Draft Investigations, Field work and Assessments	1 month
		Draft Analysis, reporting and presentations	1 month
		Report and present	2 weeks
	Evaluation		2 weeks
		Final Investigations, Field work and Assessments	2 weeks
		Final Analysis, reporting and presentations	2 weeks
		Report and present	1 week
	Approval		1 week

In preparing timelines, the following Gates for the conditional assessment must be noted and planned for:

A) Inception Report

This report must provide a synopsis of the assignment as understood by the Service Provider Team. It is necessary that it provides an overall overview and WBS-based summaries (Professional discipline-based). As a minimum a methodology / development approach to undertake assignment must be provides. As a bare minimum, the Configuration, Schedule, Resource and Quality, Cost and Risk management plan must accompany the methodology. Effective engagement and communication with identified stakeholders is critical for project success. Outline how this shall be achieved. Included in this report will be a mentorship plan indicating how each discipline plans to upskill young graduates through this project.

B) Current state health services report:

This should include the services rendered in the facility with performance indicators for all services.

The referral system within the facility operates.

Major constraints and risks associated with the facility and its referral capability.

C) Condition Assessment

Condition Assessment report excluding furniture and medical equipment. Architectural and structural report on buildings. Services report (all services- Medical gas, sewer, ICT, electrical MV and LV, hot water systems, steam generation and supply, water, etc)

Confirm the Required performance standard with the client:

- Overall Service Platform
- Components of the Service Platform
- Sub-components where required

Accessibility Rating. This should be in line with legislation, guidelines and provincial service requirements.

- Overall Facility
- Components of the facility

Suitability Rating. This should be in line with legislation, guidelines and provincial requirements

- Condition Rating;
- Overall Facility
- Components of the facility

Operational Performance

- Overall Facility
- Components of the facility

Functional Performance

- Overall Facility
- Components of the facility

D) As built drawings

As built drawings for the whole facility as AutoCAD [DWG] or Revit files, etc. Confirm the facility boundary with supporting evidence.

E) Reports and Studies

List of heritage buildings with summary report on possible impact on master planning and clearly indicated on the facility layout drawings

Bulk services report through site investigations

Detailed geotechnical report of the site through site investigations

Hydrological studies with yield and quality of ground water

Traffic assessment studies
Environmental studies

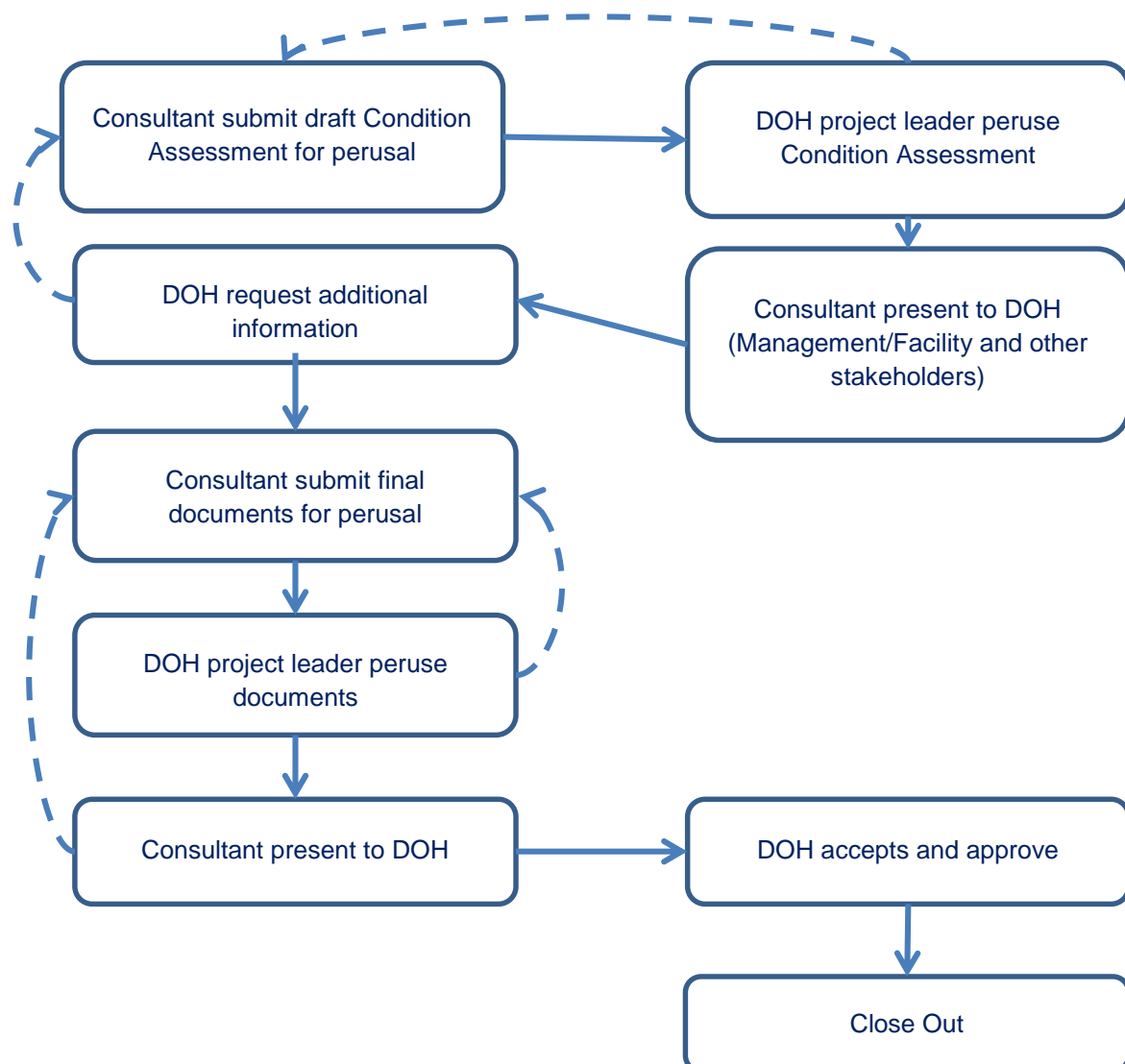
F) Asset Register

Asset Register for movable and fixed medical equipment with condition rating and remaining life, etc. Furniture must be excluded in this exercise. Estimated replacement value of equipment must be included.

G) Recommendations and conclusions

The report should be concluded with a summary of findings, highlighting recommendations for where intervention is required. Interventions may be in any category making up the condition assessment including the health planning, property, service systems etc.

M.6.9. General Approval Process



M7. General Notes and requirements

The following applies to the original published document/s and all subsequent amendments or addendums.

M.7.1. 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 and R158 Ideal Facilities
Standards:	Infrastructure Unit Support Systems (IUSS) guidelines and R158; and all applicable standards, regulations and/or specifications of KZN Department of Health and National
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

M.7.2. Software Application for documents

- Programming software shall be the latest version of MS Projects
- Drawing program 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

M.7.3. Use of Reasonable Skill and Care

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

M.7.4. Co-operation with Other Service Providers and Affected Parties

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

M.7.5. Copyright

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

M.7.6. Access to Land / Buildings / Sites

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

M.7.7. 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.

M.7.8. Format of Communications

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

M.7.9. Key Personnel

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

M.7.10. Management Meetings

Project Management meetings to monitor project progress will take place every 14 calendar days or when determined by the Department.

M.7.11. Forms for Contract Administration

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

M.7.12. Daily Records

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

M.7.13. Use of Documents by the Employer

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

- Financial control methodology - cost reports and cash flows
- Project programs

M.7.14. Mentorship of Employers Trainees / Interns

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

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

M.7.15. Project budget

The estimated project works value is R 1,500,000.00 (Inclusive of 15% VAT) and is of an investigatory, planning and reporting nature.

M.7.16. Cost and pricing of the project

Pricing of the work must include:

- i. Complete and detailed breakdown of the cost as no variations will be entertained unless specifically requested by the client
- ii. What informed the cost and/or how costing was derived at
- iii. Disbursements must be included

Payment will be made at the completion and acceptance of the Condition Assessment deliverable.

M.7.17. Project Details

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

- Registered Professional Architect
- Registered Professional Electrical Engineer
- Registered Professional Mechanical Engineer
- Registered Professional Civil/Structural engineer
- Registered Professional Quantity Surveyor
- Land Surveyor
- Sustainability Expert
- And any other specialist/s deemed necessary

The relevant Guidelines are as per the following:

Architect	South African Council for the Architectural Profession, Board Notice 122 of 2015, Government Gazette No. 38863, 12 June 2015
Quantity Surveyor	The South African Council for the Quantity Surveying Professions, Board Notice 170 of 2015, Government Gazette No. 39134 of 28 August 2015
Structural, Civil, Mechanical & Electrical Engineers	Engineering Council of South Africa, Board Notice 206 of 2011, Government Gazette No. 34875, 20 December 2011
Land Surveyor	National Department of Public Works, Rates for Reimbursable Expenses (Architect & Engineers to confirm detailed scope of work that will be required from Land Surveyor) category ii

M.7.18. Consultants will be expected to attend all necessary meetings with various stakeholders as reasonably required.

M.7.19. Consultants must submit all returnable documents as listed on Appendix B herein. Failure to submit all the requested documents will result in the quote not being considered.

M.7.20. The bid must include details of the Registered Lead Consultant with a full CV, who will be dedicated to this project and is based at the office address where the project is intended to be awarded. Approval must be received in writing from the Department for any replacement of the designated professional.

M8. Conditions Of Appointment

- M.8.1.** The Entity must have within their employment or display their ability to have access to the professional consultants as listed in paragraph M.8.1 above and support staff required.
- M.8.2.** This must be submitted by way of an organogram with detailed curriculum vitae of the proposed professionals and other resources.
- M.8.3.** Consultants must submit all returnable documents as listed on Appendix B herein. Failure to submit all the requested documents will result in the quote not being considered.

EVALUATION CRITERIA

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

Phase 1 - Administrative, Compulsory and Mandatory Requirements

No.	Document Name	Included in the published bid document? (Yes/No)	To be returned by bidder? (Yes/No)
Administrative and Compulsory Requirements			
1.	Part A: Invitation To Bid (SBD 1)	Yes	Yes
2.	Part B: Terms And Conditions For Bidding (SBD 1)	Yes	Yes
3.	Section A: Special Instructions Regarding Completion Of Bid	Yes	Yes
4.	Section B: Registration On Central Suppliers Database (CSD)	Yes	Yes
5.	Section C: Declaration That Information On Central Suppliers	Yes	Yes
6.	Section D: Official Briefing Session Form (Not Applicable)	Yes	Yes
7.	Section E: Bidder's Disclosure (SBD 4)	Yes	Yes
8.	Section F: The National Industrial Participation Programme (SBD 5)	Yes	Yes
9.	Section G: Preference Points Claim Form (SBD 6.1)	Yes	Yes
10	Section H: General Conditions Of Contract (GCC)	Yes	Yes
11	Section I: Special Conditions Of Contract (SCC)	Yes	Yes
12	Section J: Evaluation Criteria	Yes	Yes
13	Section K: Authority To Sign A Bid	Yes	Yes
14	Section L: Specifications	Yes	Yes
Mandatory Requirements			
15	Consortium/ Joint Venture/ Partnership Agreement, If Applicable.	No	Yes (Phase 1) If Applicable

PHASE 2: Functionality/Quality Evaluation

Qualifying Bidders must meet the minimum qualifying evaluation score of 80% as per criteria below.

DO NOT USE GREY BLOCKS

Evaluation criteria	Points allocated	Deliverables	Sub points allocated	Sub-criteria	Sub-point scoring														
					Team member														
					Team	Lead Consultant	Architect	Civil Engineer	Structural Engineer	Mechanical Engineer	Electrical Engineer	Quantity Surveyor	Wet Services Engineer	IT Specialist	Fire Specialist	Environmental Specialist	Health Planner	Total	
1. Document Roles of Resources Proposed for the Project.	40	Schedule (in the form of Annexure D) that sets out the roles and responsibilities of each proposed team member and state the name and Professional Registration Number of the Resident Professional for the Project. (SA councils)	10	1. Schedule (in the form of Annexure D) of proposed team and state the name of the Professional for the Project	Detailed information = Max points ; No or incomplete Information = 0 points														
			8	2. Professional Registration Number of the Professional for the															

Evaluation criteria	Points allocated	Deliverables	Sub points allocated	Sub-criteria	Sub-point scoring													
					Team member													
					Team	Lead Consultant	Architect	Civil Engineer	Structural Engineer	Mechanical Engineer	Electrical Engineer	Quantity Surveyor	Wet Services Engineer	IT Specialist	Fire Specialist	Environmental Specialist	Health Planner	Total
				Project (Based on Annexure D)														
			12	3. Detailed Curriculum Vitae of each proposed team member (In the form of Annexure E)														
2. Bidder to demonstrate their technical competency, human resource	59	1. Detailed schedule of resources Refer to Tables 8	39		Detailed information and meeting minimum requirement = 1 point ; No or incomplete Information = 0 points													
				Minimum required post registration experience														

Evaluation criteria	Points allocated	Deliverables	Sub points allocated	Sub-criteria	Sub-point scoring															
					Team member															
					Team	Lead Consultant	Architect	Civil Engineer	Structural Engineer	Mechanical Engineer	Electrical Engineer	Quantity Surveyor	Wet Services Engineer	IT Specialist	Fire Specialist	Environmental Specialist	Health Planner	Total		
capacity and relevant experience in similar projects.			20	Minimum required experience in health projects/ planning																
				Minimum required experience in in relevant field																
				Proof of Professional Body Registration per team member																
				Proof of relevant qualification per team member																
				Detailed information = 1 point ; No or incomplete Information = 0 points																

Evaluation criteria	Points allocated	Deliverables	Sub points allocated	Sub-criteria	Sub-point scoring														
					Team member														
					Team	Lead Consultant	Architect	Civil Engineer	Structural Engineer	Mechanical Engineer	Electrical Engineer	Quantity Surveyor	Wet Services Engineer	IT Specialist	Fire Specialist	Environmental Specialist	Health Planner	Total	
		2. Schedule of experience on similar health projects – letters of award to be attached and reference letters (projects completed in the preceding 10 years)		Details of experience on similar health projects (1 project)															
				Letter of award or appointment															
				Reference letter															
				Proof of completion of project (completion certificate or similar)															
3. General	48	1. Proof of Professional Indemnity (per team leader)	12		Detailed information = 1 point ; No or incomplete Information = 0 points														
				Proof of Professional Indemnity															
		2. Proof of physical	36		Based in district in which facility is based = 3 points Offices be based in KwaZulu-Natal = 2 points Based outside KwaZulu-Natal = 0 points														

Evaluation criteria	Points allocated	Deliverables	Sub points allocated	Sub-criteria	Sub-point scoring													
					Team member													
					Team	Lead Consultant	Architect	Civil Engineer	Structural Engineer	Mechanical Engineer	Electrical Engineer	Quantity Surveyor	Wet Services Engineer	IT Specialist	Fire Specialist	Environmental Specialist	Health Planner	Total
		location (address) of each team member. Offices must be fully manned, registered offices		Proof of physical location (address) of each team member														
TOTAL	147																	
THE TOTAL POINTS AWARDED WILL BE MULTIPLIED BY 0.68027211 TO MAKE IT A TOTAL OUT OF 100																		

Phase 3: Price and Preference Points

The value of this bid is estimated not or will exceed R 50 000 000 (all applicable taxes included) and therefore the 80/20 or 90/10 preference point system shall be applicable.

Points for this bid shall be awarded for:

- Price; and
- Specific Goals

The maximum points for this bid are allocated as follows:

CATEGORY	POINTS	POINTS
PRICE	80	90
SPECIFIC GOALS	20	10
Total points for Price and must not exceed	100	100

The Department has identified the following specific goal:

- full points(20 points) to companies who are at least 51% Owned by Black People
- full points(10 points) to companies who are at least 51% Owned by Black People

Ownership verification will be conducted through Central Suppliers (CSD) Database by National Treasury, through the B-BBEE scorecard attributes or Companies and Intellectual Property Commission (CIPC). Bidders must submit CSD report and CIPC

Failure on the part of a bidder to submit proof of specific goals together with the bid will be interpreted to mean that preference points for specific goals are not claimed.

APPENDICES

APPENDIX A - BID PROFORMA

(To be completed by the Lead Consultant)

General Notes –

Consultants are requested to complete Table 1 of Appendix A. The total fees from Table 1 must be carried to the form of offer.

Preference Points and Percentage discount offered take precedence over any additional detailed fee calculations submitted, where there is any ambiguity.

Disbursements are to be included in the document.

Table below is NOT to be modified by Consultant (please add additional pages as required)

OUTPUT 1: CONDITION ASSESSMENT

	Less % discount offered	No. Of hours (hrs)	Fee breakdown	Add: 15% vat	Total fee offered	Consultant full name (authorised person)	Consultant signature
Lead consultant			R	R	R		
Support staff			R	R	R		
Support staff			R	R	R		
Support staff			R	R	R		
Support staff			R	R	R		
Support staff			R	R	R		
Administrative staff			R	R	R		
Disbursements			R	R	R		
Sub-Total carried over			R	R	R		

	Less % discount offered	No. Of hours (hrs)	Fee breakdown	Add: 15% vat	Total fee offered	Consultant full name (authorised person)	Consultant signature
Sub-Total carried over			R	R	R		
Consultant			R	R	R		
Support staff			R	R	R		
Support staff			R	R	R		
Administrative staff			R	R	R		
Disbursements			R	R	R		
Consultant			R	R	R		
Support staff			R	R	R		
Support staff			R	R	R		
Administrative staff			R	R	R		
Disbursements			R	R	R		
Sub-Total carried over			R	R	R		

	Less % discount offered	No. Of hours (hrs)	Fee breakdown	Add: 15% vat	Total fee offered	Consultant full name (authorised person)	Consultant signature
Sub-Total carried over				R	R		
Other			R	R	R		
Other			R	R	R		
Other			R	R	R		
Other			R	R	R		
Other			R	R	R		
Other			R	R	R		
Other			R	R	R		
Total			R	R	R		
Please add as many pages as required							

Table below is NOT to be modified by Consultant (please add additional pages as required)

OUTPUT 2: Master Plan

	Less % discount offered	No. Of hours (hrs)	Fee breakdown	Add: 15% vat	Total fee offered	Consultant full name (authorised person)	Consultant signature
Lead consultant			R	R	R		
Support staff			R	R	R		
Support staff			R	R	R		
Support staff			R	R	R		
Support staff			R	R	R		
Support staff			R	R	R		
Administrative staff			R	R	R		
Disbursements			R	R	R		
Sub-Total carried over			R	R	R		
Sub-Total carried over			R	R	R		

	Less % discount offered	No. Of hours (hrs)	Fee breakdown	Add: 15% vat	Total fee offered	Consultant full name (authorised person)	Consultant signature
Consultant			R	R	R		
Support staff			R	R	R		
Support staff			R	R	R		
Administrative staff			R	R	R		
Disbursements			R	R	R		
Consultant			R	R	R		
Support staff			R	R	R		
Support staff			R	R	R		
Administrative staff			R	R	R		
Disbursements			R	R	R		
Sub-Total carried over			R	R	R		
Sub-Total carried over				R	R		

	Less % discount offered	No. Of hours (hrs)	Fee breakdown	Add: 15% vat	Total fee offered	Consultant full name (authorised person)	Consultant signature
Other			R	R	R		
Other			R	R	R		
Other			R	R	R		
Other			R	R	R		
Other			R	R	R		
Other			R	R	R		
Total			R	R	R		
Please add as many pages as required							

Table below is NOT to be modified by Consultant (please add additional pages as required)

TOTALS	Less % discount offered	No. Of hours (hrs)	Fee breakdown	Add: 15% vat	Total fee offered	Consultant full name (authorised person)	Consultant signature
Outcome 1: Condition Assessment			R	R	R		
Outcome 2: Master plan			R	R	R		
Disbursements			R	R	R		
Total			R	R	R		

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.	Bid from the Consultant (Attach Appendix A – Stamped and dated)		
2.	Central Supplier Database Registration with National Treasury (Unique Reference Number & Supplier Number)		
3.	Declaration that information on central supplier database is correct and up to date		
4.	Bidders Disclosure – SBD 4		
5.	Official Briefing Session / Site Inspection Certificate *		
6.	Valid SARS Tax Clearance Pin Number, Tax number or original tax Clearance certificate (Tax clearance certificate to be included under Appendix F)		
7.	Authority To Sign A Bid		
The following documents are to be submitted under Appendix: F			
8.	Proof of Registration with Companies and Intellectual Property Commission (CIPC)		
9.	Proof of ownership in the form of printouts from CSD or CIPC clearly indicating ownership details to receive Preference Points for Specific Goals		
10.	Proof of Residential Address (Municipality Rates Bills, Telephone Bill, or current lease agreement letter from Ward councilor or affidavit from Commissioner of oaths, if office is in an area where rates are not paid)		
The following documents are to be submitted under Appendix G 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 – <ul style="list-style-type: none"> Geotechnical, Civil and Structural Engineering: R 5,0 million each Electrical, Mechanical Engineering: R 3,0 million each Architectural: R 5,0 million Other: R 3,0 million each 		
The following documents are to be submitted under Appendix H under the relevant cover pages:			
13.	Company Profile / Quality Evaluation information (including provided all information requested for PHASE 2 of the evaluation criteria)		
14.	Programme, milestones and deliverables		
15.	Name of each Team member, Company and role and responsibility		
16.	Organogram for complete 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.

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

APPENDIX C - CONTRACT DATA

C1. Contract Data

C1.1 Standard Professional Services Contract

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

C1.1.1 Data provided by the Employer

Clause	
	<p>The General Conditions of Contract in the Standard Professional Services Contract (July 2009) make several references to the Contract Data for details that apply specifically to this tender. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.</p> <p>Each item of data given below is cross-referenced to the clause in the General Conditions of Contract to which it mainly applies.</p>
	The Employer is the KZN Department of Health.
3.4 and 4.3.2	The authorised and designated representative of the Employer is the departmental project manager, details of whom are as indicated in the Notice and Invitation to Tender.
1	The Project is for the provision of complete Professional Consultancy (including Lead Consultancy) Services for THE APPOINTMENT OF A MULTIDISCIPLINARY TEAM LED BY A LEAD CONSULTANT, TO PROVIDE PROFESSIONAL SERVICES FOR A CONDITION ASSESSMENT AT EDUMBE COMMUNITY HEALTH CENTRE
1	The Period of Performance is from inception of this Contract until the Service Provider has completed the deliverable in accordance with Section M 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 M. No portion of the work may be performed by a person employed by the State. No portion of the work may be sublet to any other person or persons without the prior written approval of the Employer.
3.6	Omit the following: "... within two (2) years of completion of the Service ...".
3.12	<p>Period of Performance shall be as per the target dates according to the programme to be submitted in terms of SECTION M part 12 hereof.</p> <p>A Penalty amount of R500.00 per day will be applicable per target date, to a maximum equal to R15,000.00, 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	<p>For fees stipulated as "time based" in C2.1 Pricing Instructions, C2.1.1.1:</p> <p>Project Execution Plan (PEP):</p>

Clause	
	<p>A PEP for the performance of the Service shall be submitted by the Service Provider, to the departmental project manager, within a period of two (2) weeks following the briefing meeting.</p> <p>In the event of the Employer not being satisfied with the submitted PEP, the Parties will negotiate in good faith towards a PEP that will be agreeable to both. Such an agreed-upon PEP will form the basis for the management of the appointment and remuneration purposes. Should circumstance change from the initial briefing, the Service Provider and the Employer will negotiate a revised PEP to satisfy such change(s). Should the Parties fail to reach agreement on the PEP or revised PEP, the matter will be dealt with in terms of clause 12.1.2 of the General Conditions of Contract. Should the mediation process fail, the Contract will be deemed to have been mutually terminated and any reasonable fees accrued at that stage settled by the Employer.</p>
4.1.1	<p>Briefing meeting:</p> <p>The departmental project manager shall arrange a briefing meeting, compulsory for all appointed Service Providers, as soon as practicable after the appointment of the professional team or after the appointment of the core members of the professional team required to commence with the Services if not appointed at the same time, during which meeting the departmental project manager, together with any supporting advisors, will verbally brief the professional team comprehensively regarding the requirements of the project and the Scope of Services and hand over, to the Service Providers, all documentation relevant to the execution of the Service.</p>
5.4.1	The Service Provider is required to provide professional indemnity cover as set out in the Professional Indemnity Schedule as per point 12 of Appendix B.
5.5	<p>The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions:</p> <ul style="list-style-type: none"> 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 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>
5.4.1	<p>Tendering on the project:</p> <p>_____</p> <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> <ul style="list-style-type: none"> i. accepts herewith full liability for the due fulfilment of all obligations in respect of this Service; and ii. hereby indemnifies, and undertakes to keep 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.

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

Clause	

C2: PRICING DATA

- C2.1. Members of the team are to be appointed according to the gazetted fee guidelines of each profession.
- C2.2. The team is to provide services to achieve deliverables.
- C2.3. The team is to fulfil duties as per the National Building Regulations and Building Standards Act (Act 103 of 1977) and the Health and Safety Act (85 of 1993).
- C2.4. Time based fees are calculated at an hourly rate for professional services. The fees shall be in accordance with the prevailing tariffs laid down by the National Department of Public Works as published in the yearly "Rates for Reimbursable Expenses" document obtainable on the National Public Works Website: <http://www.publicworks.gov.za/> under "Documents; Consultant Guidelines; Item 1 Tables 8".
- C2.5. Time charges are reimbursable at rates applicable at the time of the actual execution of the specific services adjustable utilizing the discount for the time based fee offered within the tender document.
- C2.6. 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) in the DPW reimbursable rates document.
- C2.7. Deliverables are to be as per Section M above.
- C2.8. For this quote, payment will be made at the completion and acceptance of each deliverable.
- C2.9. Reimbursement cost are to be included in the total quote.

- C2.10. The site must be visited as often as the works require for the execution of all duties on the Project.
- C2.11. All fee accounts must be accompanied by an original invoice and cost breakdown signed by the Lead consultant.
- C2.12. 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.
- C2.13. 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.
- C2.14. 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.
- C2.15. 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.

APPENDIX D:
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
Architect Firm:					
• Lead Professional:					
• Support Professional/Candidate:					
Structural Engineer Engineering Firm:					
• Lead Professional:					
• Support Professional/Candidate:					

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 Engineering Firm:					
• Lead Professional:					
• Support Professional/Candidate:					
Electrical Engineering Firm:					
• Lead Professional:					
• Support Professional/Candidate:					

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 Professional/Candidate: 					
Quantity Surveying Firm:					
<ul style="list-style-type: none"> Lead Professional: 					
<ul style="list-style-type: none"> Support Professional/Candidate: 					

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 Professional/Candidate: 					

APPENDIX E:

CURRICULUM VITAE TEMPLATE

CURRICULUM VITAE TEMPLATE

1. Personal Details

Name:	
Date of Birth:	
Current Employer:	
Current Position Held:	

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 F:

RETURNABLES – RESPONSIVENESS

APPENDIX G:

RETURNABLES – ELIGIBILITY CRITERIA

**REGISTERED PROFESSIONAL ARCHITECT
CERTIFICATE AND PROFESSIONAL INDEMNITY**

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

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

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

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

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

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

APPENDIX H:

RETURNABLES – FUNCTIONALITY CRITERIA