



KWAZULU-NATAL PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

BID NUMBER:	ZNB 5079/2024-H
BID DESCRIPTION:	THE APPOINTMENT OF A MULTI-DISCIPLINARY TEAM LED BY A LEAD CONSULTANT, TO PROVIDE PROFESSIONAL SERVICES FOR A CONDITION ASSESSMENT AND DEVELOPMENT OF A MASTER PLAN AT PRINCE MSHIYENI MEMORIAL HOSPITAL
PERIOD	12 MONTHS
Closing Date:	27 NOVEMBER 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	5 NOVEMBER 2024, 11H00, PRINCE MSHYENI HOSPITAL

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

KWAZULU-NATAL PROVINCIAL GOVERNMENT BIDDING FORMS

SECTIONS	DESCRIPTION	PAGE NO.
PART A	INVITATION TO BID (SBD 1)	3
PART B	TERMS AND CONDITIONS FOR BIDDING (SBD 1)	4
SECTION A	SPECIAL INSTRUCTIONS REGARDING COMPLETION OF BID	5
SECTION B	PROOF OF REGISTRATION ON CENTRAL SUPPLIERS DATABASE (CSD)	6
SECTION C	DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE IS CORRECT AND UP TO DATE	7
SECTION D	TAX COMPLIANCE STATUS	8
SECTION E	AUTHORITY TO SIGN BID	9
SECTION F	OFFICIAL BRIEFING SESSION FORM	10
SECTION G	BIDDER'S DISCLOSURE (SBD 4)	11
SECTION H	GENERAL CONDITIONS	14
SECTION I	SPECIAL CONDITIONS	15
SECTION J	THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME (SBD 5) (NOT APPLICABLE)	26
SECTION K	PREFERENCE POINTS CLAIM FORM (SBD 6.1)	29
SECTION L	FORM OF OFFER AND ACCEPTANCE	35
SECTION M	SPECIFICATIONS, SCOPE, EVALUTATION	41
APPENDIX A	BID PROFORMA	
APPENDIX B	RETURNABLE DOCUMENTS	
APPENDIX C	CONTRACT DATA	

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	ZNB 5079/2024-H	CLOSING DATE:	27 NOVEMBER 2024	CLOSING TIME:	11:00
DESCRIPTION	THE APPOINTMENT OF A MULTI-DISCIPLINARY TEAM LED BY A LEAD CONSULTANT, TO PROVIDE PROFESSIONAL SERVICES FOR A CONDITION ASSESSMENT AND DEVELOPMENT OF A MASTER PLAN AT PRINCE MSHIYENI MEMORIAL HOSPITAL				
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	MRS ZAKIYAH DOCRAT	
TELEPHONE NUMBER	(033) 815 8369		TELEPHONE NUMBER	060 843 4772	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	junitha.sookraj@kznhealth.gov.za		E-MAIL ADDRESS	Zakiyah.Docrat@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]		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX]	
	<input type="checkbox"/> Yes <input type="checkbox"/> No			<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:	
a.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
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.
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.
d.	THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
ii. TAX COMPLIANCE REQUIREMENTS	
(a)	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
(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.
(c)	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
(d)	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
(e)	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
(f)	WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
(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."

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 directors 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: PRINCE MSHIYENI MEMORIAL HOSPITAL

BID NUMBER: ZNB 5079/2024-H

Goods/Service/Work: THE APPOINTMENT OF A MULTI-DISCIPLINARY TEAM LED BY A LEAD CONSULTANT, TO
PROVIDE PROFESSIONAL SERVICES FOR A CONDITION ASSESSMENT AND DEVELOPMENT OF
A MASTER PLAN AT PRINCE MSHIYENI MEMORIAL HOSPITAL

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

On behalf of (company name) _____

Visited and inspected the site on _____ at _____ 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

SECTION G
BIDDER'S DISCLOSURE

6. 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.

7. 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:
.....
.....

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:
.....

8. DECLARATION

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.

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:

1. 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.

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.

..... Signature	..... Date
..... Position	..... Name of bidder

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 **initialed** 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/ COUNTER OFFERS

- 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 domicillia 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 domicilium by notice in writing, provided that the new domicilium 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 domicilium, 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 12 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

1.1. 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.

- a. 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.

1.2. 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.

1.3. 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:
 - Bid / contract number.
 - Description of the goods, works or services.
 - Date on which the contract was accepted.
 - Name, address and contact details of the government institution.
 - Value of the contract.
 - 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 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: Closing date:

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, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE BID AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

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:

80/20	or	90/10
$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$	or	$P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$

Where

P_s = Points scored for price of Bid under consideration

P_t = Price of Bid under consideration

P_{min} = 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:

80/20	or	90/10
$P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$	or	$P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$

Where

P_s = Points scored for price of Bid under consideration

P_t = Price of Bid under consideration

P_{max} = 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 Bidder 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 or 90/10 System) (To be completed by the organ of state)	Number of points claimed (80/20 or 90/10) (To be completed by the Bidder)
Specific Goal: 51% owned by Black Africans, Black People, Black People who are Women, Black People who are Youth, Black People who are Military Veterans and Persons with Disabilities, this is to promote Historically Disadvantaged Persons (HDP's) and to achieve Reconstructive Development Goals (RDP Goals). Note: The above specific goal is in terms of Departmental Preferential Procurement Policy Version 2, 2024.	10 / 20 Points (To be allocated for specific goals) 80/90 Points to be allocated for price	

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

- Y Personal Liability Company
Y (Pty) Limited
Y Non-Profit Company
Y 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> <p>a) who are citizens of the Republic of South Africa by birth or descent; or b) who became citizens of the Republic of South Africa by naturalisation- 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;”</p>
Definition of “Black Designated Groups”	<p>“Black Designated Groups means:</p> <p>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;”</p>

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:
Black Youth % = _____%
Black Disabled % = _____%
Black Unemployed % = _____%
Black People living in Rural areas % = _____%
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)	

- a) 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.
- b) 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..... Closing Time 11:00	Bid number: ZNB Closing date:
---	---

FORM OF OFFER AND ACCEPTANCE

1. Offer

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

An Entity to provide a multidisciplinary team of experienced and skilled professional consulting services with a Mechanical Engineer as Lead Consultant

For the project: PROVINCIAL PHARMACEUTICAL SUPPLY DEPOT: INSTALLATION OF AN HVAC SYSTEM, TEMPERATURE MAPPING SYSTEM AND UPGRADING OF COLD ROOMS REFRIGERATION SYSTEMS

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

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

2. Price

The offered price for multidisciplinary team with an Architect as lead alongside other Consultancy Services, inclusive of value added tax, is

R (in figures)

and,

Rand (in words)

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

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

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

and who is (if applicable):

Trading under the name and style of:

.....

and who is:

.....

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

.....

In his/her capacity as:

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

4. Signed for the bidder:

.....
Name of representative

.....
Signature

.....
Date

5. Witnessed by:

.....
Name of representative

.....
Signature

.....
Date

6. Domicilium Citandi Et Executandi

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

Street address::

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

Code:

Postal address

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

Code:

Telephone:

Code:

Number:

Cell phone :

Code:

Number:

Facsimile number:

Code:

Number:

E-mail address:

.....

.....
Banker:

.....
Branch:

7. Acceptance

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

8. The terms of the Contract

The terms of the Contract are contained in:

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

and;

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

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

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

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

9. Signed for the Employer:

Name of representative

Signature

Date

Street address:

Code:

Telephone:

Code:

Number:

Facsimile number:

Code:

Number:

10. Witnessed by:

Name of representative

Signature

Date

11. Schedule of Deviations

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

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

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

SECTION M

SPECIFICATIONS, SCOPE, EVALUATION

THE APPOINTMENT OF A MULTI-DISCIPLINARY TEAM LED BY A LEAD CONSULTANT, TO PROVIDE PROFESSIONAL SERVICES FOR A CONDITION ASSESSMENT AND DEVELOPMENT OF A MASTER PLAN AT PRINCE MSHIYENI MEMORIAL HOSPITAL

1. Project Name:

- The Appointment Of A Multi-Disciplinary Team Led By A Lead Consultant, To Provide Professional Services For A Condition Assessment And Development Of A Master Plan At Prince Mshiyeni Memorial Hospital

2. Project Description

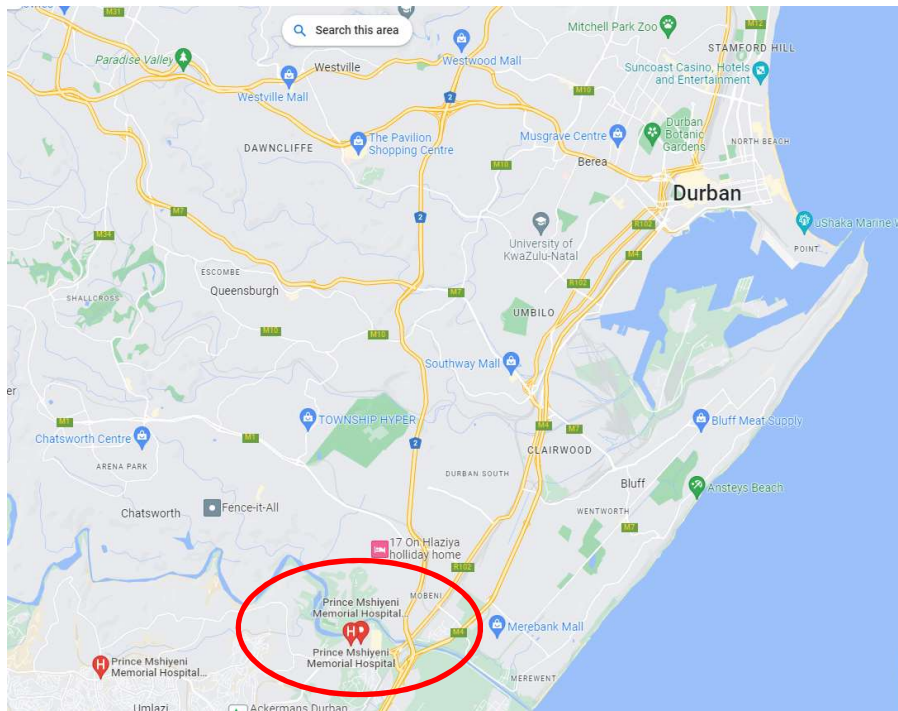
- The Appointment Of A Multi-Disciplinary Team Led By A Lead Consultant, To Provide Professional Services For A Condition Assessment And Development Of A Master Plan At Prince Mshiyeni Memorial Hospital

3. The Site:

- The applicable Site is the Prince Mshiyeni Memorial Hospital

Location of site:

Prince Mshiyeni Memorial Hospital is in Umlazi, south Durban in the eThekweni Metropolitan.



Map 1: Location of Prince Mshiyeni Memorial Hospital

Source: Google Maps



Aerial View 1: Prince Mshiyeni Memorial hospital

Source: Google Maps

Land Owner:	ETHEKWINI MUNICIPALITY			
Title Deed:	T36573/2000			
Deeds Description:	ERF 1353 UMLAZI V			
Street Address (or directions):	Mangosuthu Highway, Umlazi			
Postal Address:	Private Bag X07 Mobeni 4060			
Telephone Number:	+27 (0) 31 907 8111			
Hospital Manager:	Mr G Khawula			
Cadastral Description:	Latitude:	-29.95482417	Longitude:	30.93662467
Zoning:	To be confirmed			
Planning restrictions:	To be confirmed			
Existing Infrastructure	Multi-Storey and Single storey buildings consisting of brick under metal roofs. Brickwork consist of both face brick and plastered brick			
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			

4. Project Background

Prince Mshiyeni Memorial Hospital was officially opened on 20 March 1987 and named for His Royal Highness Prince Arthur Edward Mshiyeni ka Dinuzulu.

The hospital has grown over last twenty-five years and it is designated a level 2 Regional Hospital in the Durban Functional Region, with most of its Clinical Specialist sections functioning in conjunction with the Medical School of the University of Natal.

Prince Mshiyeni a regional hospital in eThekweni. It is a 1 075 bedded facility that serves the surrounding area, up to and including part of the Eastern Cape. The actual population it serves is difficult to estimate because of the ever mushrooming informal settlements, but statistics estimate the population to be approximately 2 million. The hospital has 1,200 beds and attends to an average of 1,500 patients per day in the outpatients' clinics.

The hospital offers health services to the community at regional and district levels and has 17 clinics attached. The hospital is one of the sites for MTCT and has the largest crisis centre - now called the 'Place of Comfort'.

Prince Mshiyeni vision is to provide optimal health care to all patients in the catchment area, this is supported by the hospital mission and core values

5. Project Outcomes:

The KZN-DOH identified the need to improved service delivery and especially health services, at Prince Mshiyeni Memorial Hospital. In order to achieve this from an Infrastructure perspective, it is necessary to improve Infrastructure planning of, and at the facility.

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 department has identified two (2) Outputs for this bid.

The two identified outputs are as follows:

1. Output 1 - Conditional Assessment
2. Output 2 - Master Plan

Note: Copyright of all documents relating to this bid as well as the Outputs will vest with the KwaZulu-Natal Department of Health.

6. Project Outputs

Output 1: Conditional assessment:

Note: Each Output will be evaluated at the completion of the Output and the Department may at any stage at its discretion omit in part or in full any ensuing stages linked to the project

The main objective of the proposed condition assessment is to collect the most up-to-date information of the condition of the assets at the hospital, noting the physical or operational deficiencies encountered therein. The assessment will also be used to locate and define any areas 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.

Scope of Work for Output 1: Conditional Assessment

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.

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.

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.

Scope of the Condition Assessment

The scope of the Condition Assessment is outline below:

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

Each building/area/section is to be 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:

- i. External elements:
 - Walls: wall structure (including plaster) and painting
 - Roofs: roof structure, roof covering and fascia boards, and rainwater goods
- ii. 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
- iii. Components:
 - Doors: doors, door frames, handles and locks
 - Windows: glazing, frames and sills
 - Fittings: cupboards, shelving and so on
- i. Services:
 - Wet services (plumbing and plumbing fixtures)
 - Basins and taps
 - Air conditioning
 - Ventilation
 - Electrical (lights, distribution boards, plugs and switches)
 - Medical gasses (signage)
 - Information Technology
 - Telecommunications
 - Fire safety

Additional Infrastructure Investigations

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

- i. Roads
- ii. Parking areas and carports
- iii. Retaining structures and embankments
- iv. Walkways
- v. Pipe Bridges
- vi. Helipad
- vii. Fencing and walling
- viii. External lighting and street lighting
- ix. Access gates
- x. Guard houses
- xi. Water (domestic, grey and/or fire) network/s
- xii. Medical Gas network
- xiii. Sewer network

- xiv. Storm water network
- xv. Lightning protection
- xvi. Overall HVAC system/s for the whole hospital
- xvii. Overall electrical system/s for the whole hospital and emergency supply
- xviii. Asbestos Audit

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)

Current functionality

Over and above the initial visual condition assessment, an assessment of the functionality of each of the hospital buildings, structures and spaces would be done. The functionality assessment outcomes are based on utilisation rates, with reference to legislative requirements which include guidelines on:

- Spatial planning and allocation of components within the hospital facility in respect of function and relationships to other interdependencies
- Specialist fittings and infrastructure requirements for the relevant service line
- Optimise action of movement of patients and staff through the hospital

The methodology for determining functional performance of assets is included in the User Asset Management Plans for the Departments of Health and Public Works, and must address the following items:

- A) **Required performance standard** – this is provided by the relevant hospital staff, and is a value representing the ideal standard expected of the building in relation to its function.
- B) **Accessibility rating** – this is determined by the relevant hospital staff, and 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.
- 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.

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.

Compliance

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

Fixed Health Technology Services equipment

A visual assessment is to be concluded for all fixed Health Technology Services equipment and must include the following:

- Type of equipment
- Purpose
- Make
- Model
- Current usage

Deliverable for Output 1: Conditional Assessment

The following deliverables is required:

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

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 Prince Mshiyeni Memorial Hospital, 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:

- 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
- 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

- 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

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

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

Condition Status	General Description	Rating
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

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

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

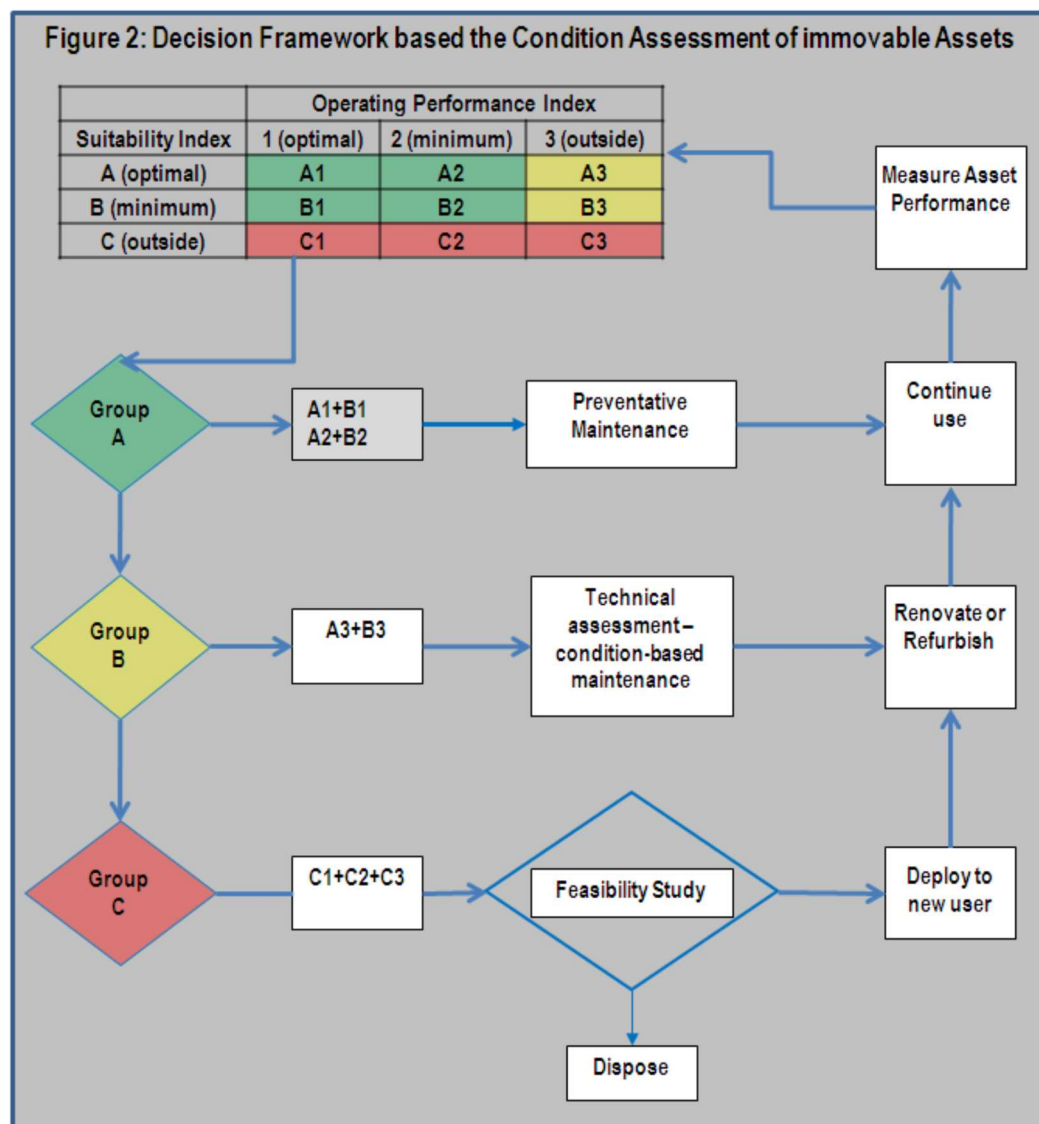


Figure 1: Decision Framework based on the Condition Assessment of Immovable Asset

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

Services and level of skill required for Output 1: Conditional Assessment

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

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.

Minimum services and level of skills

The following minimum services and level of skills is required:

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 Consultations	Lead Consultant	Professional Registered Project Manager or Built Environment Professional with proven experience on similar projects
Consultations and Stakeholder engagement	Sufficient and intensive consultation and Stakeholder engagement is to take place. This will include (but not limited	Lead Consultant	Professional Registered Project Manager or Built Environment Professional with proven experience on similar projects

Service		Consultants	
Type	Minimum Requirements	Minimum Consultants required	Level of Skills
	to) meetings, consultation, etc with: The Facility DOH District DOH Head Office Local authority Other Authorities Statutory bodies Other Departments Other parties	Architect	Professional Registered Architect with 6 years post registration experience as well as Health planning experience of 5 years, project management and leadership skills
		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
		Waste Management Specialist	Professional with 6 years' experience 6 years post registration experience as well as Health planning experience of 5 years
		Environmental Specialist	Professional with 5 years' experience
		Sustainable Specialist	Professional with 5 years' experience
		Health Planner	Professional with 5 years' experience
		Administrative	
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 planning experience of 5 years, project management and leadership skills
			Technologist/s with 3 years of experience
		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
			Technologist/s with 3 years of experience
		Structural Engineer	Professional Registered Engineer 6 years' experience
			Technologist/s with 3 years of experience
		Mechanical Engineer	Professional Registered Engineer with 6 years post registration experience as well as Health planning experience of 5 years
			Technologist/s with 3 years of experience
		Electrical Engineer	Professional Registered Engineer with 6 years post registration experience as well as Health planning experience of 5 years
			Technologist/s with 3 years of experience
		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
		Waste Management Specialist	Professional with 6 years' experience & Health planning experience

Service		Consultants	
Type	Minimum Requirements	Minimum Consultants required	Level of Skills
		Environmental Specialist	Professional with 5 years' experience
		Sustainable 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 with proven experience on similar projects
		Architect	Professional Registered Architect with 6 years post registration experience as well as Health planning experience of 5 years, project management and leadership skills
		Land Surveyor	Registered Land Surveyor
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		Environmental Specialist	Professional with 5 years' experience
		Sustainable 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 with proven experience on similar projects
		Architect	Professional Registered Architect with 6 years post registration experience as well as Health planning experience of 5 years, project management and leadership skills
		Quantity Surveyor	Professional Quantity Surveyor with 6 years post registration experience Technologist/s with 3 years of experience
		Mechanical Engineer	Professional Registered Engineer 6 years post registration experience as well as Health planning experience of 5 years

Service		Consultants	
Type	Minimum Requirements	Minimum Consultants required	Level of Skills
		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
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		Environmental Specialist	Professional with 5 years' experience
		Sustainable 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	

Planning and programming for Output 1: Condition Assessment

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 follow 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	2 month
		Draft Analysis, reporting and presentations	2 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 provided. As a bare minimum, the 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.

B) Current state health services report:

- Services rendered in the facility with performance indicators for all services.
- Referral system
- 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

i. As built drawings

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

ii. 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
- Detailed geotechnical report of the site through site investigations
- Hydrological studies with yield and quality of ground water
- Traffic assessment studies
- Environmental studies

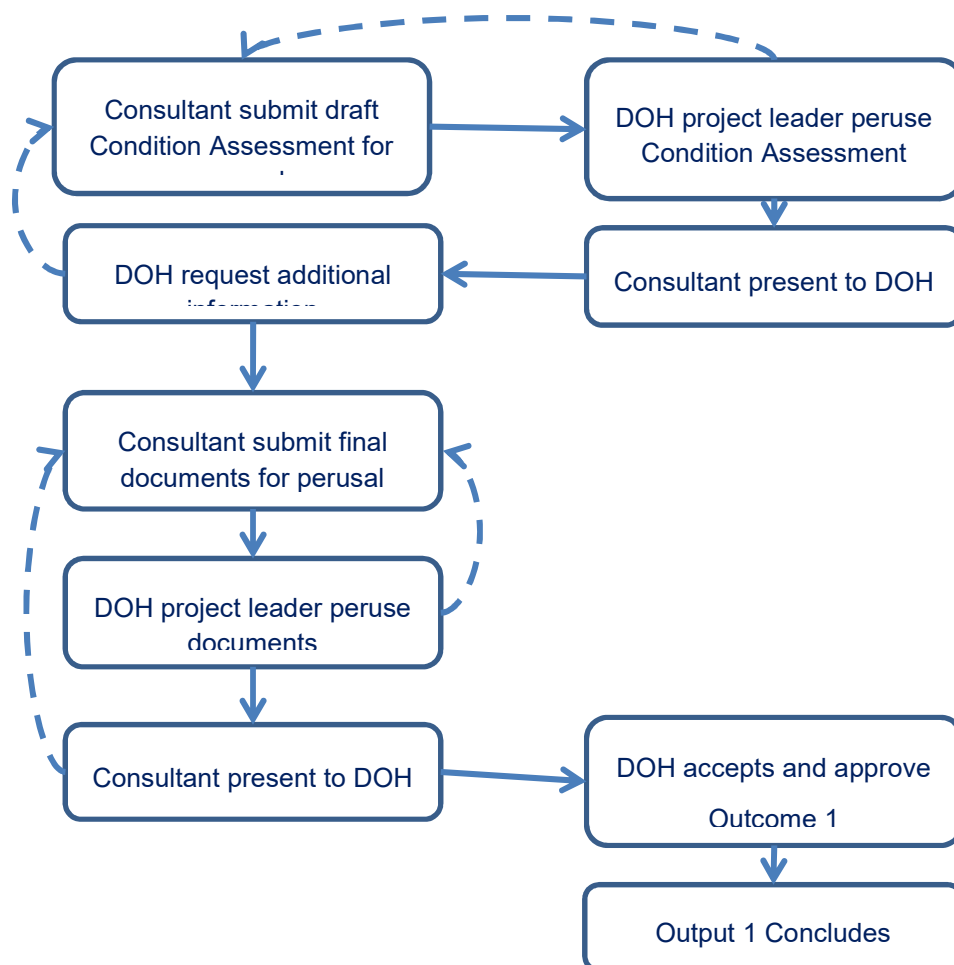
iii. Asset Register

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.

iv. Future State health services report

- Services to be rendered in the future including the proposed revisions to bed allocation
- Future Referral system (even if unchanged)
- Outline how major constraints and risks associated with the facility and its referral capability are addressed by the proposed development scheme(s).

General Approval Process for Output 1: Condition Assessment



Output 2: Master plan

Note: Each Output will be evaluated at the completion of the Output and the Department may at any stage at its discretion omit in part or in full any ensuing stages linked to the project

The Masterplan follows on Output 1: Condition Assessment .

The main objective of the proposed master plan is to determine any and all projects required to achieve a fully functional and compliant (compliance refer to all related legislative requirements, policies, guidelines and specifications) facility. These projects must address the physical or operational deficiencies that have been determined under Output 1.

Master Planning is a necessary component in the planning, revitalising and maintaining of the existing hospital facility. A Master Plan is an evolving planning document that establishes the framework and key elements for a logical development strategy from an existing physical portfolio of facilities to a defined future vision for an optimal healthcare environment. It coordinates diverse considerations and aspirations into a strategic long term vision for facilities by combining both healthcare and facility planning, in an open and consultative process. A hospital Master Plan is not arrived at in isolation but is one of the interim processes between the strategic directions set by the Department of Health and the delivery of built assets through the Infrastructure Asset Management Plan. Therefore, it aligns with the Department's Strategic Plan and is in accordance with corporate objectives and policies, whilst sensibly addressing resourcing constraints.

The purpose of Master Planning of the hospital is to provide a logical development strategy, which supports the service delivery requirements of the hospital and should result in the identification of forward-looking, logical and cost-effective 'activity precincts' that take into account all engineering and environmental factors impacting upon a site. It also proposes a logical development sequence and should guide future site developments. A Master Planning exercise can act as a stimulus to the development of supportive non-asset solutions that may assist in community development over time.

Infrastructure asset management planning continuously reviews the balance between service delivery and the facilities, which exist to deliver the services. When an imbalance or the potential for over-provision or under-provision is identified, Facilities Planning has the responsibility to initiate action to rectify the situation thus conducting a Master Planning exercise ahead of potential problems; the Department of Health has the opportunity to carefully consider the issues and to plan solutions. The provision of professional technical advice and services results in opportunities to identify cost efficient solutions to provide and improve facilities. Options can be canvassed and further investigated before decisions are made to support a particular course of action. The schematic pictorial representation of the Master Plan provides an easy reference to which most participants can relate. The essential elements of the Plan are clarified and responsibilities to further the Plan are allocated.

While the creation of a Master Plan does not imply a financial commitment to progress projects, it can be a significant factor in establishing the support necessary to improve healthcare services thereby improving the burden of disease in communities.

The Master Planning Process must be an inclusive process based on wide-spread consultation to ensure that there is shared ownership of the outcomes. This includes the Departmental Programmes, the Facility management, District Offices, Hospital Board as well as contact with local authorities, applicable entities and Government agencies. An experienced facilitator should be identified with a strong grasp of the technical aspects of facility planning, as well as leadership capabilities and facilitation skills to manage the framework for the process.

It is important to ensure that stakeholders fully understand what is involved in a Master Plan, including the limitations, which may affect its implementation. This avoids unrealistic expectations being raised during and after the Master Planning process.

Provided the deliberations of the Master Planning Committee proceed with reference to Government policies and directions, the outcomes for the Master Plan should comply with current Government priorities. The effect of this is that the proposed solutions should be able to be included in the Infrastructure Asset Management Plan with minimum of further justification.

Scope of Work for Output 2: Master plan

The plan must prioritise the projects and provide Order-of-Magnitude estimates for all projects. Output 2: Master plan will have two (2) categories:

- Operational Master Plans – These are short-term plans linked to an immediate project or event and may not necessarily target the entire site. This will most likely include maintenance type projects and minor works.
- Long Term Master Plans – These plans are developed within a more strategic framework and will target the whole site. The process involves extensive consultation with a wide range of stakeholders, a comprehensive approach to factors impacting the site and possibly a staged approach to site development.

Works that are identified in a Master Plan are to be staged over a period of time to meet the expected growth and/or renewal pattern. Early identification of these works assists in their consideration as justified projects to be programmed in the Infrastructure Asset Management Plan. The expected number and nature of projects will most likely exceed the funds available; therefore projects must be subject to the application of province-wide priorities.

The scope of the Master Plan is outlined below:

- Terms of Reference
- Method Statement
- Narrative on Management, operations, and personnel considerations
- Proposed service based zones or precincts, movement of vehicles, staff, visitors, patients, and so on through the facility
- Overall feasibility and functionality of facility
- Accessibility – externally, internally, universal, and so on
- Results from any specialist studies
- Known cultural or heritage issues affecting the site
- Existing facilities audit including capacity by built asset as was determined in Output 1
- Identification of any possible acquisition or divestment of land

- Known site constraints or opportunities, such as street frontage, parking, access points and so on.
- Known third party intentions for areas adjacent to, or within the site
- Known proposals to share facilities with the local authority, community or other agencies
- Constraints such as street frontage, site access points, sensitive environmental areas, etc.
- Contour, geo-technical and traffic surveys
- Caveats on the site, traffic flows in the vicinity of the site, environmental issues, legislative and departmental requirements including relationships between spaces, buildings, departments and so on.
- Development, scoping, prioritising and sequencing of the capital needs into integrated Operational (short term) Plan and Long Term (medium and long-term) Plan. Proposed projects need to be optimised to balance conflicting objectives and constraints
- Analysis of renovation / addition / replacement / adaptive re-use alternatives.
- Exploration of options and alternative scenarios
- Triggers for bulk services upgrading such as; IT (the vision for technology and its integration may have implications for future costs and upgrading), fire, electrical, security and so on.
- Redundancies, Contingencies and Decanting requirements/strategies
- Green, environmental-friendly or sustainable Initiatives and/or alternative solutions, such as:
 - Alternative energy sources
 - Waste management
 - Water management
 - Energy saving initiatives
 - Alternative construction
 - Other
- Budgets and life cycle costs with proposed solutions, benefits alternatives, priorities and scenarios
- High level cost estimates relating to Buildings costs, and impacting on Operational costs and HTS costs

Deliverable for Output 2: Master plan

The Master Plan must be Implementable, Cost Sensitive (financial, physical & human resource limitation (optimize available resources, ie capital & operating costs)) and Flexible (able to adapt to future/new development (political, social, economic, technology))

The Master Plan must include the following minimum information:

- Terms of Reference
- Methodology
- Overview of investigation

Below are the minimum requirements. Allowance should to be made for additional requirements that may be identified during Output 1 or through consultation.

- Data Collection
 - Workload data eg OPD attendances, delivery rate, surgery done per month and so on.
 - Utilization data – Approved beds, Usable beds, Bed Utilisation numbers per discipline, average length of stay, waiting time and so on.
 - Physical Space Inventory eg No of blocks, wards, delivery rooms and so on.

- Previous Masterplan (verify with Departments of Health and Public Works)
- Aerial and supporting photographs
- As Built Drawings
- Conceptual Direction for Hospital Development
 - Identify trends & direction in public hospital development including Ideal Facilities and National Health Insurance
 - Established conceptual direction of the proposed hospital development
- Site Planning
 - Determine opportunities & constraints of site for future development
 - Identify site conditions requiring corrective action
 - Determine the best use of the Hospital's land resources
 - Potential sites:
 - Within the hospital site (on site) or outside the site – to be sufficient to support new development
 - Land search & procurement
 - Hospital site plan
 - Service routes (including underground)
 - Feasibility & Suitability – location, transportation, optimizing resources and so on.
- Existing Building Analysis
 - Condition assessment (refer to Output 1)
 - Assess the adequacy & appropriateness of the existing plant to accommodate current & future developments
 - Utilities (water, electricity, Generators, HVAC and so on.), Medical gases and so on.
- Master Zoning Analysis
 - Document & evaluate appropriateness of current space allocations
 - Evaluate current building zones & the improvements future development could provide
- Departmental Analysis
 - Conduct functional analysis for each department/unit
 - Determine adequacy of facilities in each department
 - Appropriateness of interdepartmental relationship
 - Adequacy of space to accommodate current workload
 - Physical condition & potential for expansion & conversion
- Department workload Projection
 - Basis for estimating future departmental space requirements
 - Workload / Utilization
 - Long term (5-10 years)
- Facility Requirement Projection

- Project facility required to support anticipated departmental activity levels
- Estimate the space requirements for each areas

- Facility Development Concept
 - Identify the best facility development concept
 - Invite user involvement as much as possible, eg departmental growth options, Centralization vs decentralization, Interdepartmental affinities & dependencies, Operating system & access, Material flow & handling system and so on.
- Alternative Development Strategies :
 - Alternative strategies to achieve the projected facility requirements
 - Strength & weakness of each strategies
 - Review strategies with Team & select a final course of action
- Hospital Master Plan
 - Operational Master Plan
 - Prioritised list and description of projects
 - Proposed an implementation Plan
 - Phased development & the proposed time schedule
 - Order of Magnitude estimates per project
- Long Term Master Plan
 - Prioritised list and description of projects
 - Proposed an implementation Plan
 - Phased development & the proposed time schedule
 - Order of Magnitude estimates per project
- Phased Block plans/Site plans showing priorities
- Demolition plan
- Decanting plan
- Redundancies list
- Conclusion

Services and level of skill required for Output 2: Masterplan

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

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.

The following minimum services and level of skills is required:

Service		Consultants	
Type	Minimum Requirements	Minimum Consultants required	Level of Skills
Facilitation	Facilitation of the project including: Stakeholders' Participation Consultations	Lead Consultant	Professional Registered Project Manager or Built Environment Professional with proven experience on similar projects
Co-ordination	Over-all co-ordination including planning, execution and finalisation Administration Presentations	Lead Consultant	Professional Registered Project Manager or Built Environment Professional with proven experience on similar projects
Consultations and Stakeholder engagement	Sufficient and intensive consultation and Stakeholder engagement is to take place. This will include (but not limited to) meetings, consultation and so on 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 with proven experience on similar projects
		Architect	Professional Registered Architect with 6 years post registration experience as well as Health planning experience of 5 years, project management and leadership skills
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		Health Planner	Professional with 5 years' experience
		Administrative	
Investigations and Assessments	All necessary investigations and assessments to be carried out	Architect	Professional Registered Architect with 6 years post registration experience as well as Health planning experience of 5 years, project management and leadership skills Technologist/s with 3 years of experience
		Civil Engineer	Professional Registered Engineer with 6 years post registration experience Technologist/s with 3 years of experience
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Service		Consultants	
Type	Minimum Requirements	Minimum Consultants required	Level of Skills
		Wet Services Specialist	Professional with 6 years' experience & Health planning experience
		Waste Management Specialist	Professional with 6 years' experience & Health planning experience
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		Sustainable Specialist	Professional with 5 years' experience
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		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 with proven experience on similar projects
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		Sustainable Specialist	Professional with 5 years' experience
		Health Planner	Professional with 5 years' experience
		Administrative	
Cost control, Measuring and Estimating	Overall cost control of the two outcomes and the measurement and estimation of proposals and recommendations	Lead Consultant	Professional Registered Project Manager or Built Environment Professional with proven experience on similar projects
		Architect	Professional Registered Architect with 6 years post registration experience as well as Health planning experience of 5 years, project management and leadership skills
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		Health Planner	Professional with 5 years' experience
		Administrative	
Administration	All required administrative duties	Administrative	

Planning and programming for Output 2: Masterplan

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 follow 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)
Outcome 2: Master Plan		Terms of reference and methodology	1 week
		Consultations and Stakeholder engagement	Ongoing for duration
		Draft Analysis, reporting and presentations	1 month
		Report and present	1 week
	Evaluation		2 weeks
		Final Analysis, reporting and presentations	2 weeks
		Sign-off by Hospital	1 week
		Sign-off by District	1 week
	Presentation to Health Infrastructure Approval Committee (HIAC)		2 weeks
	Recommendation by HIAC		2 days
	Sign-off by HOD		1 week

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

Proposed Master Plan

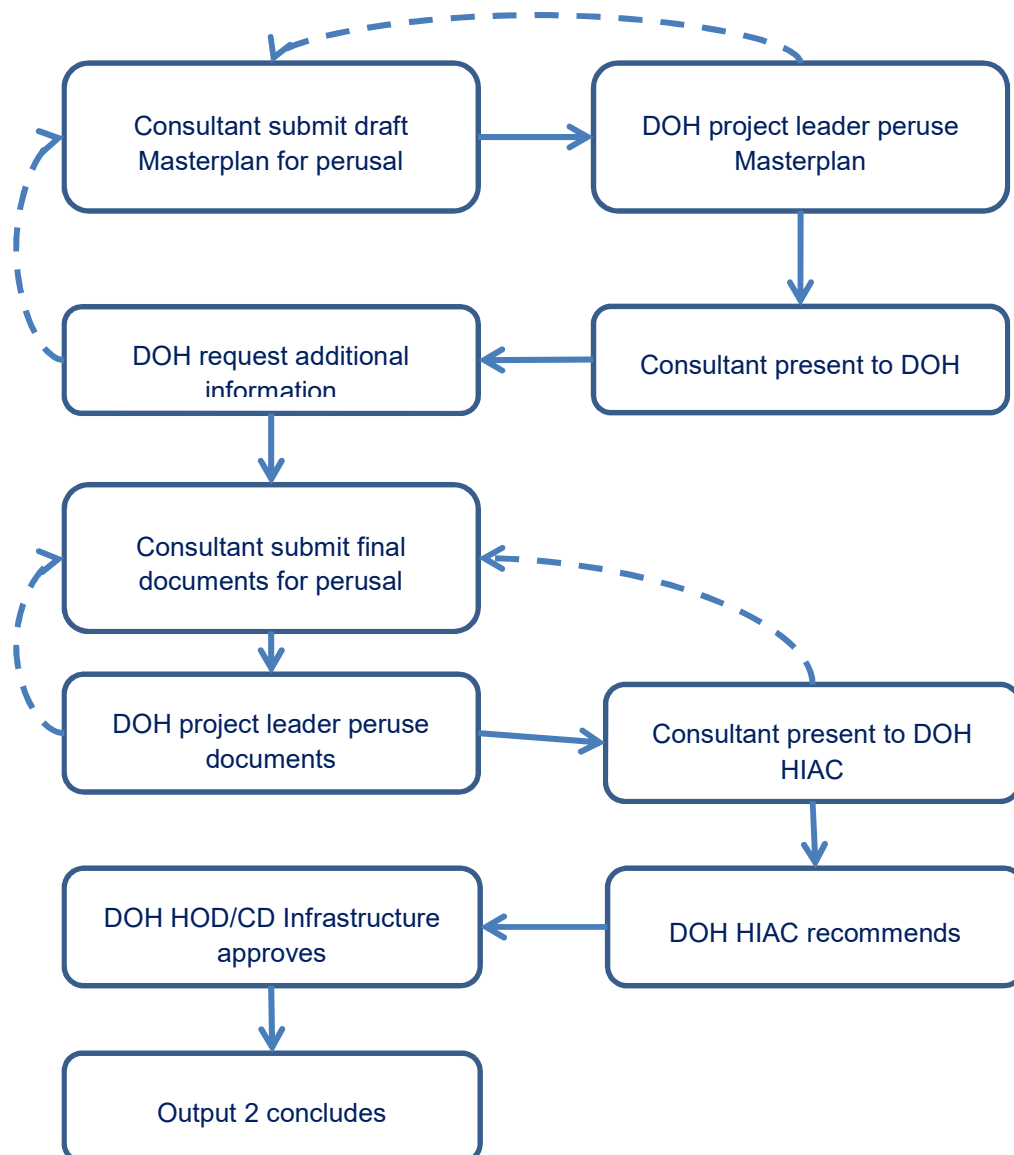
- Minimum of two development schemes with a rough order of magnitude estimate (ROM)
- Must incorporate all appointed professional disciplines in an integrated manner
- Outline constraints in meeting required performance standard or requirement
- Presentations to client and stakeholders must be in user-friendly format including 3-D presentations

Detailed and costed masterplan of the agreed development scheme

- Final integrated report in original format and pdf
- Summary report (max 20 pages)
- Detailed report
- List of all earlier reports and drawings

General Approval Process for Output 2: Masterplan

The approval process for Output 2 will follow the Framework for Infrastructure Delivery and Procurement Management (FIDPM) and the Health Infrastructure Approval procedures (HIAC).



General Notes and requirements

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

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

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

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.

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.

Copyright

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

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.

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.

Format of Communications

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

Key Personnel

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

Management Meetings

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

Forms for Contract Administration

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

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.

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

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.

Cost and pricing of the project

Pricing of the work to be priced as per the two Outputs of the scope of works and must include:

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

There are two Outputs and payment will be made at the completion and acceptance of each deliverable. The deliverables are:

- Output 1: Condition Assessment
- Output 2: Master Plan

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 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

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

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.

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.

Conditions of Appointment

- 1. The Entity must have within their employment or display their ability to have access to the professional consultants as listed in paragraph 0 above and support staff required.**
- 2. This must be submitted by way of an organogram with detailed curriculum vitae of the proposed professionals and other resources.**
- 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.**

7. Planning and Programming

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

PSP Deliverables according to Outputs of Work	Duration to produce deliverables from each stage
Output 1: Condition Assessment	6 month
Output 2: Master plan	6 month
TOTAL PROJECT TIME	12 months

The Lead Consultant is required to submit for approval a formal programme listing activities, level of detail, critical path activities and their dependencies, frequency of updating key dates, particulars of phased completion, programme constraints, milestone dates for completion, etc. including the activities to be carried out by the Employer or by others. The programme should factor in the receipt and subsequent approval (by Head of Health or designated relevant authority) of all deliverables as stipulated under the relevant Outputs.

8. Use of Documents by the Employer

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

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

9. Mentorship of Employers Trainees / Interns

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

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

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

10. Project

The estimated project works value is R 3,000,000.00 (Inclusive of 15% VAT) and is of an investigatory, planning and reporting nature.

11. Evaluation Criteria

The Department will evaluate applications received before the closing date and time using three (3) evaluation stages, these are mandatory requirements. Should the applicant fail to comply, the application will be regarded as non-responsive and be disqualified. The criteria is as follows:

Stage 1: Administrative and Compulsory Requirements

Stage 2: Functionality Evaluation Criteria

Stage 3: Price and Preference Points

STAGE 1: Administrative and Compulsory Requirements

Note: A bidder who fails to submit or return Administrative and Compulsory Requirements as stated above will be treated as non-responsive, the bid disqualified and not progress to the next stage of evaluation.

The Bidder shall complete and submit the following returnable schedules and documents:

NO.	SECTION/ SCHEDULE	COMPULSORY (YES / NO) NON- SUBMISSION WILL RENDER BIDDERS NON- RESPONSIVE	COMPULSORY (YES / NO) FOR BID EVALUATION PURPOSES	FOR OFFICIAL USE ONLY		
				YES	NO	N/A
Prospective Bidders MUST ensure that the following Sections of the bid document MUST be completed in ALL respects to qualify for the next stage of evaluation:						
1.1	Part A: Invitation to Bid (SBD 1)	Yes	Yes			
1.2	Part B: Terms and Conditions for Bidding (SBD 1)	Yes	Yes			
1.3	Section A: Special Instructions Regarding Completion of Bid	Yes	Yes			
1.4	Section B: Proof of Registration on Central Suppliers Database (CSD)	Yes	Yes			
1.5	Section C: Declaration That Information on Central Supplier Database is Correct and Up to Date	Yes	Yes			
1.6	Section D : Tax compliance	Yes	Yes			
1.7	Section E : Authority to sign Bid	Yes	Yes			
1.8	Section F: Official Briefing Session Form	Yes	Yes			
1.9	Section G: Bidder's Disclosure (SBD 4)	Yes	Yes			
1.10	Section H : General Conditions	Yes	Yes			
1.11	Section I: Special Conditions	Yes	Yes			
1.12	Section J : The National Industrial Participation Programme (SBD 5) (Not Applicable)	Yes	Yes			
1.13	Section K: Preference Points Claim Form (SBD 6.1)	Yes	Yes			
1.14	Section L: Form of Offer and Acceptance	Yes	Yes			
2.Prospective Bidders MUST provide the following as per the Mandatory Requirements:						

NO.	SECTION/ SCHEDULE	COMPULSORY (YES / NO) NON- SUBMISSION WILL RENDER BIDDERS NON- RESPONSIVE	COMPULSORY (YES / NO) FOR BID EVALUATION PURPOSES	FOR OFFICIAL USE ONLY		
				YES	NO	N/A
1	Copy of the Consortium/ Joint Venture/ Partnership agreement, if applicable	Yes If Applicable	Yes If Applicable			
2	B-BBEE certificate indicating the B-BBEE status level of contributor. The B-BBEE certificate must be issued by a SANAS accredited verification agency.	Yes	Yes			

STAGE 2: Functionality Evaluation Criteria

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	Waste Management Specialist	Environmental Specialist	Sustainable Specialist	Health Planner	Other professionals	Total
1. Document Roles of Resources Proposed for the Project. (total points 40)	40	Document 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.	10	1. Document of proposed team and state the name of the Professional for the Project	Detailed information = Max points ; No or incomplete Information = 0 points														
					Detailed information = Max points ; No or incomplete Information = 0 points Total (total points ÷ 15)														
			10	2. Professional Registration Number of the Professional for the Project															
			10	3. Detailed Curriculum Vitae of each proposed team member															
			10	4. Roles and responsibilities of each															

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	Waste Management Specialist	Environmental Specialist	Sustainable Specialist	Health Planner	Other professionals	Total
				proposed team member																	
2. Bidder to demonstrate their technical competency, human resource capacity and relevant experience in similar projects. (total points 50)	50	1. Detailed schedule of resources at all levels (shared [indicate how] or per team member)- Refer to Tables 8 and 9 above	30		Detailed information and meeting minimum requirement = 1 point ; No or incomplete Information = 0 points																
				Project management and leadership skills																	
				Minimum required post registration experience																	
				Minimum required experience in health planning																	
				Minimum required experience in in relevant field																	
					Detailed information = 0.25 point ; No or incomplete Information = 0 points																
				Proof of Professional Body Registration per team member																	
				Proof of relevant qualification																	

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	Waste Management Specialist	Environmental Specialist	Sustainable Specialist	Health Planner	Other professionals	Total
2. Schedule of experience on similar health projects – letters of award to be attached and reference letters for all work completed in the preceding 10 years to be included (per team member)	20	per team member																			
		Detailed information = 1 point ; No or incomplete Information = 0 points																			
		Details of experience on similar health projects																			
		Letter of award or appointment																			
		Detailed information = 0.25 point ; No or incomplete Information = 0 points																			
		Reference letters																			
		Proof of completion of project																			
3. General (10 points)	10	1. Proof of Professional Indemnity (per team leader)	3		Detailed information = 3 points ; No or incomplete Information = 0 points Total (total points ÷ 15)																
				Proof of Professional Indemnity																	
		2. Proof of physical location (address) of each team member. Offices must be fully manned, registered offices	3		Based in district in which facility is based = 3 points Based wholly in KwaZulu-Natal = 2 points Based partially in KwaZulu-Natal = 1 points Based in RSA or elsewhere = 0 points Total (total points ÷ 15)																
				Proof of physical location (address) of each team member																	

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	Waste Management Specialist	Environmental Specialist	Sustainable Specialist	Health Planner	Other professionals	Total	
					Detailed information = 2 point ; No or incomplete Information = 0 points Total (total points ÷ 15)																	
		2. Quality Management Plan	2	Quality Management Plan																		
		3. Mentorship plan	2	Mentorship plan																		

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 offered	fee	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 offered	fee 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 offered	fee	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			
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 Document	Tick	
		Yes	No
1.	Valid SARS Tax Clearance Pin Number, Tax number or original tax Clearance certificate		
2.	Central Supplier Database Registration with National Treasury (Unique Reference Number & Supplier Number)		
3.	Proof of Registration with Council / Professional Body (Attach Certified current membership certificate and Letter of Good standing with the relevant council if applicable dated during the year of Bid)		
4.	Proof of Registration with Companies and Intellectual Property Commission (CIPC) (printout not older than 1 month)		
5.	Declaration of interest by Consultant – SBD 4		
6.	Declaration of bidders Past Supply Chain Management practice – SBD 8		
7.	Certificate of Independent Bid Determination – SBD 9		
8.	Proof of Residential Address (Municipality Rates Bills, Telephone Bill, or current lease agreement letter from Ward councillor or affidavit from Commissioner of oaths, if office is in an area where rates are not paid)		
9.	Proof of the relevant professional Indemnity Insurance – 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		
10.	Bid from the Consultant (Attach Appendix A – Stamped and dated)		
11.	Company Profile / Quality Evaluation information (including provided all information requested for PHASE 2 of the evaluation criteria)		

12.	Programme, milestones and deliverables		
13.	Name of each Team member, Company and role and responsibility		
14.	Organogram for each team member		

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.

All returnable documents (with the exception of the bid letter) must be certified by the commissioner of oath and must not be older than 3 (three) months old from the date of request for bid.

APPENDIX C - CONTRACT DATA

1. Contract Data

1.1. Standard Professional Services Contract

The conditions applicable to this Contract are the Standard Professional Services Contract (September 2005) Second Edition of CIDB document 1014, published by the Construction Industry Development Board.

1.2. Data provided by the Employer

Clause		
	<p>The General Conditions of Contract in the Standard Professional Services Contract (September 2005) 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>	
1	The Employer is the Department of Health.	
1	The Period of Performance is from inception of this Contract until the Service Provider has completed all Deliverables in accordance with the Scope of Services listed in Section G of the bid document.	
1	The Project is for the provision of Consultancy (including Lead Consultancy) Services for the Project.	
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.	
3.4.1	Communication by e-mail is not permitted.	
3.5	The Services shall be executed in the Service Provider's own office and on the Project site as described in Section G. No portion of the work may	

Clause		
	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 ...”	
3.11.1	<p>Period of Performance shall be sub dividable in separate target dates according to the programme to be submitted in terms of SECTION M</p> <p>part 7 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>	
3.14	<p>For fees stipulated as “time based” in C2.1 Pricing Instructions, C2.1.1.1:</p> <p>Project Execution Plan (PEP):</p> <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>	

Clause		
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	<p>Minimum professional insurance cover of the relevant professional Indemnity Insurance –</p> <p>Architectural: R 5,0 million</p> <p>Engineers: R 5,0 million each</p> <p>Other: R 3,0 million each</p> <p>with the first amount payable not exceeding 5% of the value of indemnity, and/or personal liability.</p>	
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> <p>Travelling for which payment will be claimed, as defined in C2.1.6 Travelling and subsistence arrangements and tariffs of charges;</p> <ul style="list-style-type: none"> a) Deviate from the final programme as per the programme in clause 3.14 above; b) Deviate from the programme (delayed or earlier); c) Deviate from or change the Scope of Services; d) Change Key Personnel on the Service. 	
8.1	<p>The Service Provider is to commence the performance of the Services immediately after the Contract becomes effective and execution to be as</p>	

Clause		
	per the programme in SECTION M above.	
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.	
12.1.2	Interim settlement of disputes is to be by mediation.	
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).	
12.2.4 / 12.3.4	Final settlement is by litigation.	
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.	
13.4	Neither the Employer nor the Service Provider is liable for any loss or damage resulting from any occurrence unless a claim is formally made within 5 years from the date of termination or completion of the Contract.	
13.5	The amount of compensation is unlimited.	
13.6	The provisions of 13.6 do not apply to the Contract.	
14.4	In the first sentence, change "... period of twenty four months after ..." to "... period of thirty six months after ...".	
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).	

1.3. 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 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 person named in the resolution PA-15.1 by the tendering 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>_____</p> <p>(Name of project as per Form of Offer and Acceptance)</p>

Clause	
	<p>holds professional indemnity insurance cover, from an approved insurer, duly registered with the Finance Services Board, of not less than the amount required as cover relative to the size of project, with the first amount payable not exceeding 5% of the value of indemnity. I further confirm that the Service Provider will keep such professional indemnity fully subscribed. I further confirm that should the professional indemnity insurance, with no knowledge of the Employer, be allowed to lapse at any time or in the event of the Service Provider cancelling such professional indemnity insurance, with no knowledge of the Employer, at any time or if such professional indemnity cover is not sufficient, then the Service Provider,</p> <ul style="list-style-type: none"> 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. <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> <div style="border: 1px solid black; padding: 10px; margin-top: 10px;"> <p>Name:</p> <p>.....</p> <p>Signature:</p> <p>.....</p> <p>Capacity:</p> </div>

Clause			
7.1.2	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.		
	The Key Persons and their jobs / functions in relation to the Services are:		
	Name	Principal and/or employed professional(s)	Specific duties
	1.		
	2.		
	3.		
	4.		
	5.		
	6.		
	7.		
	8.		
	9.		
	10.		
7.2	A Personnel Schedule is not required.		
	If the space provided in the table above is not sufficient to describe the specific duties, this space may be utilized for such purpose		

2. PRICING DATA

- 2.1. Members of the team are to be appointed according to the gazetted fee guidelines of each profession.
- 2.2. The team is to provide services to achieve deliverables.
- 2.3. 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).
- 2.4. 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".
- 2.5. 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.
- 2.6. 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.
- 2.7. Deliverables are to be as per SECTION M
- 2.8. above.
- 2.9. For this quote, payment will be made at the completion and acceptance of each deliverable.
- 2.10. Reimbursement cost are to be included in the total quote.
- 2.11. The site must be visited as often as the works require for the execution of all duties on the Project.
- 2.12. All fee accounts must be accompanied by an original invoice and cost breakdown signed by the Lead consultant.
- 2.13. 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.
- 2.14. 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.
- 2.15. 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.

- 2.16. 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

