



Province of the
EASTERN CAPE
HEALTH

Office of the Nelson Mandela Bay Health District Manager
Private Bag X 28000 · Greenacres · Port Elizabeth · 6057

Enquiries : S. Calitz
Tel : 041 391 8179

Date : 2022-06-02

ADVERTISEMENT OF A 24 DAY BID
REQUEST FOR PROPOSALS/QUOTATIONS

NELSON MANDELA BAY HEALTH DISTRICT
REF.NO : SCMU3-22/23-0117-HO

**MULTI-DISCIPLINE BUILT ENVIRONMENT PROFESSIONAL SERVICES IN CONSORTIUM
REQUIRED FOR THE INFRASTRUCTURE IMPROVEMENTS, ALTERATIONS AND ADDITIONS AT
KWAZAKELE CHC IN GOEBERHA, NELSON MANDELA BAY HEALTH DISTRICT**

Quotations are hereby invited from a registered supplier/company to provide for the above items at Nelson Mandela Bay Health District. All quotations with necessary documents must be submitted to the Procurement office. It should be in an enclosed envelope indicating the tender number and for the attention of Susan Calitz/Alta Rudman.

Deliver to Supply Chain Management Office situated at the following address:
Department of Health : Nelson Mandela Bay Health District
Conyngham Road
Parsons Hill
Department of Health Building (Room D16/D15)
Port Elizabeth

Bidders must immediately ensure that they are correctly registered on CSD (Central Supplier Database) when collecting the Bid documents

Bid starting date is 10 June 2022

Closing date is 04 July 2022 at 11:00.
No late quotations will be accepted.

For any queries please call Susan Calitz 041 391 8179 / Alta Rudman 041 391 8131

Bid documents consist of 3 volumes

Vol. 1 - Page 1 to 48

Vol. 2 - Page 49 to 96

Vol. 3 - Page 97 to 144

.....
MRS. S. MACINGWANE
SNR MANAGER : FINANCE
NELSON MANDELA BAY HEALTH DISTRICT

BID ADVERTISEMENT

THE EASTERN CAPE DEPARTMENT OF HEALTH INVITES BIDS FOR:					
BID NUMBER:	SCMU3-22/23-0117-HO	CLOSING DATE:	04 July 2022	CLOSING TIME:	11h00
DESCRIPTION	MULTI-DISCIPLINE BUILT ENVIRONMENT PROFESSIONAL SERVICES IN CONSORTIUM REQUIRED FOR THE INFRASTRUCTURE IMPROVEMENTS, ALTERATIONS AND ADDITIONS AT KWAZAKELE CHC IN GQEBERHA, NELSON MANDELA BAY HEALTH DISTRICT				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Eastern Cape Department of Health - Nelson Mandela Bay Health District					
Conyngham Road, Parsons Hill					
Gqeberha (Port Elizabeth)					
BIDDING PROCEDURE AND TECHNICAL ENQUIRIES MAY BE DIRECTED TO:					
CONTACT PERSON		Ms. S. Calitz			
TELEPHONE NUMBER		041 3918179			
E-MAIL ADDRESS		sussana.calitz@echealth.gov.za			
NO COMPULSORY BID CLARIFICATION MEETING					
BID DOCUMENTS MAY BE OBTAINED FROM THE ABOVE ADDRESS AT A COST OF R 200: Please contact the Bid office for EFT arrangements and collection of bid documents					
BID VALIDITY PERIOD IS 120 DAYS					

TABLE OF CONTENTS

1. SCHEDULE A – SBD 1 Invitation to Bid	4
1.1. Part A – Invitation to Bid	4
2. Part B – Terms and Conditions of Bidding.....	14
3. BACKGROUND AND TERMS OF REFERENCE.....	16
3.1. Kwazakele CHC	16
3.2. Integrated Clinical Services Management (ICSM).....	16
3.3. Service Delivery Optimization in the Nelson Mandela Bay Health District.....	18
4. OBJECTIVE OF THE PROPOSED INFRASTRUCTURE IMPROVEMENT SCHEME	18
5. SCOPE OF INFRASTRUCTURE IMPROVEMENTS REQUIRED.....	18
5.1. SCOPE Areas:	18
5.2. Sequence of Implementation of the Infrastructure Scope areas, 1 & 2	19
6. INFRASTRUCTURE PLANNING, DELIVERY, PROCUREMENT AND MANAGEMENT.....	19
7. PROCUREMENT STRATEGY.....	21
8. SCOPE OF BUILT ENVIRONMENT PROFESSIONAL SERVICES REQUIRED	23
8.1. Professional Services delivery sequence, duration and pricing method	28
8.2. Pricing of Professional Fees and Disbursements	30
9. EVALUATION CRITERIA.....	32
9.1. Stage 1: Administrative Compliance / pre-qualification	32
9.2. Evaluation Criteria for Stage 1: Administrative Compliance / pre-qualification.....	33
9.3. Stage 2: Evaluation in terms of Price and B-BBEE Preference Point System	33
9.4. Stage 3: Due Diligence In-Loco Inspection of all Consortium Members.....	35
10. CHECKLIST OF MANDATORY RETURNABLE DOCUMENTS.....	35
11. THE CONTRACT.....	36
12. ANNEXURES & RETURNABLE SCHEDULES	36
ANNEXURE A – SITE DIAGRAM.....	37
ANNEXURE B – (GCC) GENERAL CONDITIONS OF CONTRACT.....	38
ANNEXURE C – (SCC) SPECIAL CONDITIONS OF CONTRACT.....	53
ANNEXURE D – CONTRACT DATA.....	60
SCHEDULE A – SBD 1 – Invitation to Bid (refer	61
SCHEDULE B - SBD 3.3 - Pricing Schedule.....	61
Part 1 - Time Based Fees *	61
Part 2 – Fixed Primary Fee and Percentage Based Fees	78
Part 3 – Disbursements: Reimbursable Expenses:.....	82

Part 4 – Provisional Sums:.....	108
Part 5 – Pricing Schedule Executive Summary Page	109
SCHEDULE C - SBD 4 - Declaration of Interest.....	110
SCHEDULE D - SBD 6.1 - Preference Points Claim	114
SCHEDULE E - SBD 8 - Declaration of Bidder’s past Supply Chain Management practices.....	119
SCHEDULE F - SBD 9 - Certificate of Independent Bid Determination	121
SCHEDULE G1- RESOLUTION TO ENTER INTO CONSORTIA	125
SCHEDULE G2 - SPECIAL RESOLUTION OF CONSORTIA (CONSORTIUM AGREEMENT)	129
SCHEDULE H - Proof of CSD Registration of All Consortium Members.....	134
SCHEDULE I - B-BBEE Status Level Verification Certificate (Combined for the Consortium).....	135
SCHEDULE J - Copy of letter of Good Standing with Compensation for Occupational and Injuries Disease Act (COIDA/FEM) REGISTRATION CERTIFICATE	136
SCHEDULE K - Copy of Professional Indemnity Insurance Documents	137
SCHEDULE L - Proof of Experience of the Consortium Leader / Principal Consultant - Copies of Practical Completion Certificates (Total Value of R15m).....	138
SCHEDULE M - Proof of Professional Registration of all Professional and Candidate Professional Resources offered to render services and incur disbursements as per the SBD 1 and SBD 3.3 Pricing Schedule.....	139
SCHEDULE N - Confirmation of Receipt of Addenda to Bid Documents	140
SCHEDULE O - Form of Offer and Acceptance	141

1. SCHEDULE A – SBD 1 Invitation to Bid

1.1. Part A – Invitation to Bid

THE EASTERN CAPE DEPARTMENT OF HEALTH INVITES BIDS FOR:					
BID NUMBER:	SCMU3-22/23-0117-HO	CLOSING DATE:	04 July 2022	CLOSING TIME:	11h00
DESCRIPTION	MULTI-DISCIPLINE BUILT ENVIRONMENT PROFESSIONAL SERVICES IN CONSORTIUM REQUIRED FOR THE INFRASTRUCTURE IMPROVEMENTS, ALTERATIONS AND ADDITIONS AT KWAZAKELE CHC IN GQEBERHA, NELSON MANDELA BAY HEALTH DISTRICT				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Eastern Cape Department of Health - Nelson Mandela Bay Health District					
Conyngham Road, Parsons Hill					
Gqeberha (Port Elizabeth)					
BIDDING PROCEDURE AND TECHNICAL ENQUIRIES MAY BE DIRECTED TO:					
CONTACT PERSON		Ms. S. Calitz			
TELEPHONE NUMBER		041 3918179			
E-MAIL ADDRESS		sussana.calitz@echealth.gov.za			
NO COMPULSORY BID CLARIFICATION MEETING					
1. SUPPLIER INFORMATION – CONSORTIUM LEADER / CONSORTIUM MEMBER No.1					
1.1.	NAME OF BIDDER NOMINATED CONSORTIUM LEAD ENTERPRISE - CONSORTIUM MEMBER No.1 (NAME OF THE TRADING ENTERPRISE AS PER CSD)	[Name of nominated Consortium Lead ENTERPRISE]			
1.2.	CONSORTIUM AGREEMENT ATTACHED	YES [tick]		NO [tick]	
1.3.	NAME OF NOMINATED CONSORTIUM LEAD PROFESSIONAL - (NAME OF A PROFESSIONAL ARCHITECT)	[Name of nominated Lead Professional Architect]			
	SACAP REGISTRATION No,	[SACAP No.]			
1.4.	STREET ADDRESS OF CONSORTIUM	[Street Address]			
1.5.	TELEPHONE NUMBER OF CONSORTIUM LEADER -	[Telephone landline No.]			
1.6.	CELLPHONE NUMBER OF CONSORTIUM LEADER -	[Cell No.]			
1.7.	E-MAIL ADDRESS OF CONSORTIUM LEADER -	[E-mail]			
2. SUPPLIER INFORMATION – CONSORTIUM MEMBER No. 2					
2.1.	NAME OF CONSORTIUM MEMBER No.2 – ARCHITECTURAL SERVICES (NAME OF THE TRADING ENTERPRISE AS PER CSD)	[Name of Trading ENTERPRISE]			

2.2.	STREET ADDRESS OF CONSORTIUM MEMBER No.2	[Street Address]
2.3.	TELEPHONE NUMBER OF CONSORTIUM MEMBER No.2	[Telephone landline No.]
2.4.	CELLPHONE NUMBER OF CONSORTIUM MEMBER No.2-	[Cell No.]
2.5.	E-MAIL ADDRESS OF CONSORTIUM MEMBER No.2	[E-mail]
3. SUPPLIER INFORMATION – CONSORTIUM MEMBER No. 3		
3.1.	NAME OF CONSORTIUM MEMBER No.3 – QUANTITY SURVEYING SERVICES (NAME OF THE TRADING ENTERPRISE AS PER CSD)	[Name of Trading ENTERPRISE]
3.2.	STREET ADDRESS OF CONSORTIUM MEMBER No.2	[Street Address]
3.3.	TELEPHONE NUMBER OF CONSORTIUM MEMBER No.2	[Telephone landline No.]
3.4.	CELLPHONE NUMBER OF CONSORTIUM MEMBER No.2	[Cell No.]
3.5.	E-MAIL ADDRESS OF CONSORTIUM MEMBER No.2	[E-mail]
4. SUPPLIER INFORMATION – CONSORTIUM MEMBER NO. 4		
4.1.	NAME OF CONSORTIUM MEMBER No.4 – CIVIL ENGINEERING SERVICES (NAME OF THE TRADING ENTERPRISE AS PER CSD)	[Name of Trading ENTERPRISE]
4.2.	STREET ADDRESS OF CONSORTIUM MEMBER No.4	[Street Address]
4.3.	TELEPHONE NUMBER OF CONSORTIUM MEMBER No.4	[Telephone landline No.]
4.4.	CELLPHONE NUMBER OF CONSORTIUM MEMBER No.4	[Cell No.]
4.5.	E-MAIL ADDRESS OF CONSORTIUM MEMBER No.4	[E-mail]
5. SUPPLIER INFORMATION – CONSORTIUM MEMBER NO. 5		
5.1.	NAME OF CONSORTIUM MEMBER No.5 – STRUCTURAL ENGINEERING SERVICES (NAME OF THE TRADING ENTERPRISE AS PER CSD)	[Name of Trading ENTERPRISE]
5.2.	STREET ADDRESS OF CONSORTIUM MEMBER No.5	[Street Address]
5.3.	TELEPHONE NUMBER OF CONSORTIUM MEMBER No.5	[Telephone landline No.]
5.4.	CELLPHONE NUMBER OF CONSORTIUM MEMBER No.5	[Cell No.]
5.5.	E-MAIL ADDRESS OF CONSORTIUM MEMBER No.5	[E-mail]

6. SUPPLIER INFORMATION – CONSORTIUM MEMBER NO. 6		
6.1.	NAME OF CONSORTIUM MEMBER No.6 – ELECTRICAL AND ELECTRONIC ENGINEERING SERVICES (NAME OF THE TRADING ENTERPRISE AS PER CSD)	[Name of Trading ENTERPRISE]
6.2.	STREET ADDRESS OF CONSORTIUM MEMBER No.6	[Street Address]
6.3.	TELEPHONE NUMBER OF CONSORTIUM MEMBER No.6	[Telephone landline No.]
6.4.	CELLPHONE NUMBER OF CONSORTIUM MEMBER No.6	[Cell No.]
5.5.	E-MAIL ADDRESS OF CONSORTIUM MEMBER No.6	[E-mail]
7. SUPPLIER INFORMATION – CONSORTIUM MEMBER NO. 7		
7.1.	NAME OF CONSORTIUM MEMBER No.7 – MECHANICAL ENGINEERING SERVICES (NAME OF THE TRADING ENTERPRISE AS PER CSD)	[Name of Trading ENTERPRISE]
7.2.	STREET ADDRESS OF CONSORTIUM MEMBER No.6	[Street Address]
7.3.	TELEPHONE NUMBER OF CONSORTIUM MEMBER No.6	[Telephone landline No.]
7.4.	CELLPHONE NUMBER OF CONSORTIUM MEMBER No.6	[Cell No.]
7.5.	E-MAIL ADDRESS OF CONSORTIUM MEMBER No.6	[E-mail]
8. SUPPLIER INFORMATION – CONSORTIUM MEMBER NO. 8		
8.1.	NAME OF CONSORTIUM MEMBER No.8 – PRINCIPAL AGENT SERVICES FOR ADMINISTRATION OF THE JBCC AGREEMENT (NAME OF THE TRADING ENTERPRISE AS PER CSD)	[Name of Trading ENTERPRISE]
8.2.	STREET ADDRESS OF CONSORTIUM MEMBER No.8	[Street Address]
8.3.	TELEPHONE NUMBER OF CONSORTIUM MEMBER No.8	[Telephone landline No.]
8.4.	CELLPHONE NUMBER OF CONSORTIUM MEMBER No.8	[Cell No.]
8.5.	E-MAIL ADDRESS OF CONSORTIUM MEMBER No.8	[E-mail]
9. SUPPLIER INFORMATION – CONSORTIUM MEMBER NO. 9		
9.1.	NAME OF CONSORTIUM MEMBER No.9 – CONSTRUCTION HEALTH &	[Name of Trading ENTERPRISE]

	SAFETY AGENT SERVICES (NAME OF THE TRADING ENTERPRISE AS PER CSD)	
9.2.	STREET ADDRESS OF CONSORTIUM MEMBER No.9	[Street Address]
9.3.	TELEPHONE NUMBER OF CONSORTIUM MEMBER No.9	[Telephone landline No.]
9.4.	CELLPHONE NUMBER OF CONSORTIUM MEMBER No.9	[Cell No.]
9.5.	E-MAIL ADDRESS OF CONSORTIUM MEMBER No.9	[E-mail]
10. SUPPLIER INFORMATION – CONSORTIUM MEMBER NO. 10		
10.1.	NAME OF CONSORTIUM MEMBER No.10 – PROFESSIONAL CONSTRUCTION PROJECT MANAGEMENT SERVICES – EXTERNAL STAKEHOLDER ENGAGEMENT AND SECONDARY SOCIAL DELIVERABLES (NAME OF THE TRADING ENTERPRISE AS PER CSD)	[Name of Trading ENTERPRISE]
10.2.	STREET ADDRESS OF CONSORTIUM MEMBER No.10	[Street Address]
10.3.	TELEPHONE NUMBER OF CONSORTIUM MEMBER No.10	[Telephone landline No.]
10.4.	CELLPHONE NUMBER OF CONSORTIUM MEMBER No.10	[Cell No.]
10.5.	E-MAIL ADDRESS OF CONSORTIUM MEMBER No.10	[E-mail]
11. CSD SUPPLIER COMPLIANCE STATUS OF BUILT ENVIRONMENT DISCIPLINE SPECIFIC CONSORTIUM MEMBERS		
11.1.	NAME OF CONSORTIUM MEMBER No.1 – NOMINATED CONSORTIUM LEAD ENTERPRISE - CONSORTIUM MEMBER (NAME OF THE TRADING ENTERPRISE AS PER CSD)	[Name of Trading ENTERPRISE]
	CENTRAL SUPPLIER DATABASE No. OF CONSORTIUM MEMBER No.1	[CSD No.]
11.2.	NAME OF CONSORTIUM MEMBER No.2 – ARCHITECTURAL SERVICES (NAME OF THE TRADING ENTERPRISE AS PER CSD)	[Name of Trading ENTERPRISE]

	CENTRAL SUPPLIER DATABASE No. OF CONSORTIUM MEMBER No.2	[CSD No.]
11.3.	NAME OF CONSORTIUM MEMBER No.3 – QUANTITY SURVEYING SERVICES (NAME OF THE TRADING ENTERPRISE AS PER CSD)	[Name of Trading ENTERPRISE]
	CENTRAL SUPPLIER DATABASE No. OF CONSORTIUM MEMBER No.2	[CSD No.]
11.4.	NAME OF CONSORTIUM MEMBER No.4 – CIVIL ENGINEERING SERVICES (NAME OF THE TRADING ENTERPRISE AS PER CSD)	[Name of Trading ENTERPRISE]
	CENTRAL SUPPLIER DATABASE No. OF CONSORTIUM MEMBER No.4	[CSD No.]
11.5.	NAME OF CONSORTIUM MEMBER No.5 – STRUCTURAL ENGINEERING SERVICES (NAME OF THE TRADING ENTERPRISE AS PER CSD)	[Name of Trading ENTERPRISE]
	CENTRAL SUPPLIER DATABASE No. OF CONSORTIUM MEMBER No.5	[CSD No.]
11.6.	NAME OF CONSORTIUM MEMBER No.6 – ELECTRICAL AND ELECTRONIC ENGINEERING SERVICES (NAME OF THE TRADING ENTERPRISE AS PER CSD)	[Name of Trading ENTERPRISE]
	CENTRAL SUPPLIER DATABASE No. OF CONSORTIUM MEMBER No.6	[CSD No.]
11.7.	NAME OF CONSORTIUM MEMBER No.7 – MECHANICAL ENGINEERING SERVICES (NAME OF THE TRADING ENTERPRISE AS PER CSD)	[Name of Trading ENTERPRISE]
	CENTRAL SUPPLIER DATABASE No. OF CONSORTIUM MEMBER No.7	[CSD No.]
11.8.	NAME OF CONSORTIUM MEMBER No.8 – PRINCIPAL AGENT SERVICES FOR ADMINISTRATION OF THE JBCC AGREEMENT (NAME OF THE TRADING ENTERPRISE AS PER CSD)	[Name of Trading ENTERPRISE]

	CENTRAL SUPPLIER DATABASE No. OF CONSORTIUM MEMBER No.7	[CSD No.]
11.9.	NAME OF CONSORTIUM MEMBER No.9 – CONSTRUCTION HEALTH & SAFETY AGENT SERVICES (NAME OF THE TRADING ENTERPRISE AS PER CSD)	[Name of Trading ENTERPRISE]
	CENTRAL SUPPLIER DATABASE No. OF CONSORTIUM MEMBER No.9	[CSD No.]
11.10	NAME OF CONSORTIUM MEMBER No.10 – PROFESSIONAL CONSTRUCTION PROJECT MANAGEMENT SERVICES – EXTERNAL STAKEHOLDER ENGAGEMENT AND SECONDARY SOCIAL DELIVERABLES (NAME OF THE TRADING ENTERPRISE AS PER CSD)	[Name of Trading ENTERPRISE]
	CENTRAL SUPPLIER DATABASE No. OF CONSORTIUM MEMBER No.10	[CSD No.]

12. PROFESSIONAL REGISTRATION COMPLIANCE STATUS OF PROFESSIONALS EMPLOYED BY THE BUILT ENVIRONMENT DISCIPLINE SPECIFIC CONSORTIUM MEMBERS

12.1.	NAME OF CONSORTIUM MEMBER No.1 – NOMINATED CONSORTIUM LEAD ENTERPRISE - CONSORTIUM MEMBER (NAME OF THE TRADING ENTERPRISE AS PER CSD)		[Name of Trading ENTERPRISE]	
	INITIALS & SURNAME OF PROFESSIONAL EMPLOYED		SACAP CATEGORY OF REGISTRATION	SACAP REGISTRATION No.
	1		Architect	

12.2.	NAME OF CONSORTIUM MEMBER No.2 – ARCHITECTURAL SERVICES (NAME OF THE TRADING ENTERPRISE AS PER CSD)		[Name of Trading ENTERPRISE]	
	INITIALS & SURNAME OF PROFESSIONALS EMPLOYED		SACAP CATEGORY OF REGISTRATION: Architect, Senior Architectural Technologist, Architectural Technologist, Candidate Architect, Candidate Senior Architectural Technologist,	SACAP REGISTRATION No.

		Candidate Architectural Technologist	
	1		
	2		
	3		
	4		
	5		
	6		
	7		
12.3.	NAME OF CONSORTIUM MEMBER No.3 – QUANTITY SURVEYING SERVICES (NAME OF THE TRADING ENTERPRISE AS PER CSD)		[Name of Trading ENTERPRISE]
	INITIALS & SURNAME OF PROFESSIONALS EMPLOYED FOR THE SERVICES OFFERED IN THIS BID		SACQSP CATEGORY OF REGISTRATION: Professional Quantity Surveyor, Candidate Quantity Surveyor
	1		SACQSP REGISTRATION No.
	2		
	3		
12.4.	NAME OF CONSORTIUM MEMBER No.4 – CIVIL ENGINEERING SERVICES (NAME OF THE TRADING ENTERPRISE AS PER CSD)		[Name of Trading ENTERPRISE]
	INITIALS & SURNAME OF PROFESSIONALS EMPLOYED FOR THE SERVICES OFFERED IN THIS BID		ECSA CATEGORY OF REGISTRATION: Professional Engineer, Professional Engineering Technologist, Professional Certificated Engineer, Professional Engineering Technician. Candidate Engineer, Candidate Engineering Technologist, Candidate Certificated Engineer, Candidate Certificated Engineer, Candidate Engineering Technician
	1		ECSA REGISTRATION No.
	2		
	3		
	4		
	5		
	6		

	7			
	8			
12.5.	NAME OF CONSORTIUM MEMBER No.5 – STRUCTURAL ENGINEERING SERVICES (NAME OF THE TRADING ENTERPRISE AS PER CSD)		[Name of Trading ENTERPRISE]	
	INITIALS & SURNAME OF PROFESSIONALS EMPLOYED FOR THE SERVICES OFFERED IN THIS BID		ECSA CATEGORY OF REGISTRATION: Professional Engineer, Professional Engineering Technologist, Professional Certificated Engineer, Professional Engineering Technician. Candidate Engineer, Candidate Engineering Technologist, Candidate Certificated Engineer, Candidate Certificated Engineer, Candidate Engineering Technician	ECSA REGISTRATION No.
	1			
	2			
	3			
	4			
	5			
	6			
	7			
	8			
12.6.	NAME OF CONSORTIUM MEMBER No.6 – ELECTRICAL AND ELECTRONIC ENGINEERING SERVICES (NAME OF THE TRADING ENTERPRISE AS PER CSD)		[Name of Trading ENTERPRISE]	
	INITIALS & SURNAME OF PROFESSIONALS EMPLOYED FOR THE SERVICES OFFERED IN THIS BID		ECSA CATEGORY OF REGISTRATION: Professional Engineer, Professional Engineering Technologist, Professional Certificated Engineer, Professional Engineering Technician. Candidate Engineer, Candidate Engineering Technologist, Candidate Certificated Engineer, Candidate Certificated Engineer, Candidate Engineering Technician	ECSA REGISTRATION No.
	1			
	2			

	3			
	4			
	5			
	6			
	7			
	8			
12.7.	NAME OF CONSORTIUM MEMBER No.7 – MECHANICAL ENGINEERING SERVICES (NAME OF THE TRADING ENTERPRISE AS PER CSD)		[Name of Trading ENTERPRISE]	
	INITIALS & SURNAME OF PROFESSIONALS EMPLOYED FOR THE SERVICES OFFERED IN THIS BID		ECSA CATEGORY OF REGISTRATION: Professional Engineer, Professional Engineering Technologist, Professional Certificated Engineer, Professional Engineering Technician. Candidate Engineer, Candidate Engineering Technologist, Candidate Certificated Engineer, Candidate Certificated Engineer, Candidate Engineering Technician	ECSA REGISTRATION No.
	1			
	2			
	3			
	4			
	5			
	6			
	7			
	8			
12.8.	NAME OF CONSORTIUM MEMBER No.8 – PRINCIPAL AGENT SERVICES FOR ADMINISTRATION OF THE JBCC AGREEMENT (NAME OF THE TRADING ENTERPRISE AS PER CSD)		[Name of Trading ENTERPRISE]	
	INITIALS & SURNAME OF PROFESSIONAL EMPLOYED FOR THE SERVICES OFFERED IN THIS BID		DISCIPLINE & CATEGORY OF REGISTRATION	REGISTRATION No.

	1			
12.9.	NAME OF CONSORTIUM MEMBER No.9 – CONSTRUCTION HEALTH & SAFETY AGENT SERVICES (NAME OF THE TRADING ENTERPRISE AS PER CSD)		[Name of Trading ENTERPRISE]	
	INITIALS & SURNAME OF PROFESSIONAL EMPLOYED FOR THE SERVICES OFFERED IN THIS BID		SACPCMP CATEGORY OF REGISTRATION: Professional Construction Health & Safety Agent (PrCHSA), Candidate Professional Construction Health & Safety Agent (PrCHSA)	SACPCMP REGISTRATION No.
	1			
	2			
	3			
12.10.	NAME OF CONSORTIUM MEMBER No.10 – PROFESSIONAL CONSTRUCTION PROJECT MANAGEMENT SERVICES – EXTERNAL STAKEHOLDER ENGAGEMENT AND SECONDARY SOCIAL DELIVERABLES (NAME OF THE TRADING ENTERPRISE AS PER CSD)		[Name of Trading ENTERPRISE]	
	INITIALS & SURNAME OF PROFESSIONAL EMPLOYED FOR THE SERVICES OFFERED IN THIS BID		SACPCMP CATEGORY OF REGISTRATION: Professional Construction Project Manager, Candidate Professional Construction Project Manager	SACPCMP REGISTRATION No.
	1			
	2			
	3			
13. B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE (COMBINED)				
	B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE ATTACHED (COMBINED CONSORTIUM B-BBEE STATUS LEVEL SWORN AFFIDAVIT BY ACCREDITED AUTHORITY)	YES [tick]	NO [tick]	

2. Part B – Terms and Conditions of Bidding

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT. ALL MANDATORY RETURNABLE SCHEDULES TO BE COMPLETED IN FULL AND SUBMITTED.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000, PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT (act 5 of 2011), THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, AS AMENDED THE GENERAL CONDITIONS OF CONTRACT (GCC) AND SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM WHICH WILL CONSIST AS A MINIMUM OF THE FOLLOWING AS DESCRIBED HEREIN. General Conditions of Contract (GCC) - Annexure B; Special Conditions of Contract – Annexure C; Form of offer – Schedule O; Contract Data – Annexure E; Returnable Schedules A – O.
1.5. ONLY BIDS FROM BUILT ENVIRONMENT PROFESSIONAL SERVICE PROVIDERS WHO ARE REGISTERED WITH THE RELEVANT STATUTORY BUILT ENVIRONMENT COUNCILS WILL BE CONSIDERED
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 EACH MEMBER OF THE CONSORTIUM MUST SUBMIT A SEPARATE CSD NUMBER AND PROOF OF CSD REGISTRATION COMPLIANCE
2.3 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: (CONSORTIUM LEADER)

NAME OF CONSORTIUM LEAD ENTERPRISE

.....

.....
(Proof of authority in the form of a signed Consortium agreement attached hereto)

DATE:

3. BACKGROUND AND TERMS OF REFERENCE

3.1. Kwazakele CHC

The Kwazakele Community Health Centre operates in a prefabricated structure built in 1973. Community Health Centres render 24 hours services. In terms of the service delivery optimization plan of the Nelson Mandela Bay Health District, the Kwazakele Health Centre has been identified as one of the key facilities which require major Infrastructure Improvements in terms of the Ideal Clinic guidelines and ICSM.

3.2. Integrated Clinical Services Management (ICSM)

The ICSM (Integrated Clinical Services Management) Model involves organizing the facility into 4 streams of care as per *Diagram 1* here below as follow:

- a. Acute Episodic Care / Minor Ailments
- b. Chronic Services
- c. Preventative / Promotive Care (MC&SRH) Mother, Child & Sexual Reproductive Health, including (AYFS) Adult Youth Friendly Services
- d. Health Support Services

The typical Process Flow of the above 4 streams of Care for multiple buildings is illustrated in the ICSM (Integrated Clinical Services Management) Manual illustration *Diagram 1* below:

Diagram 1: ICSM – Process flow

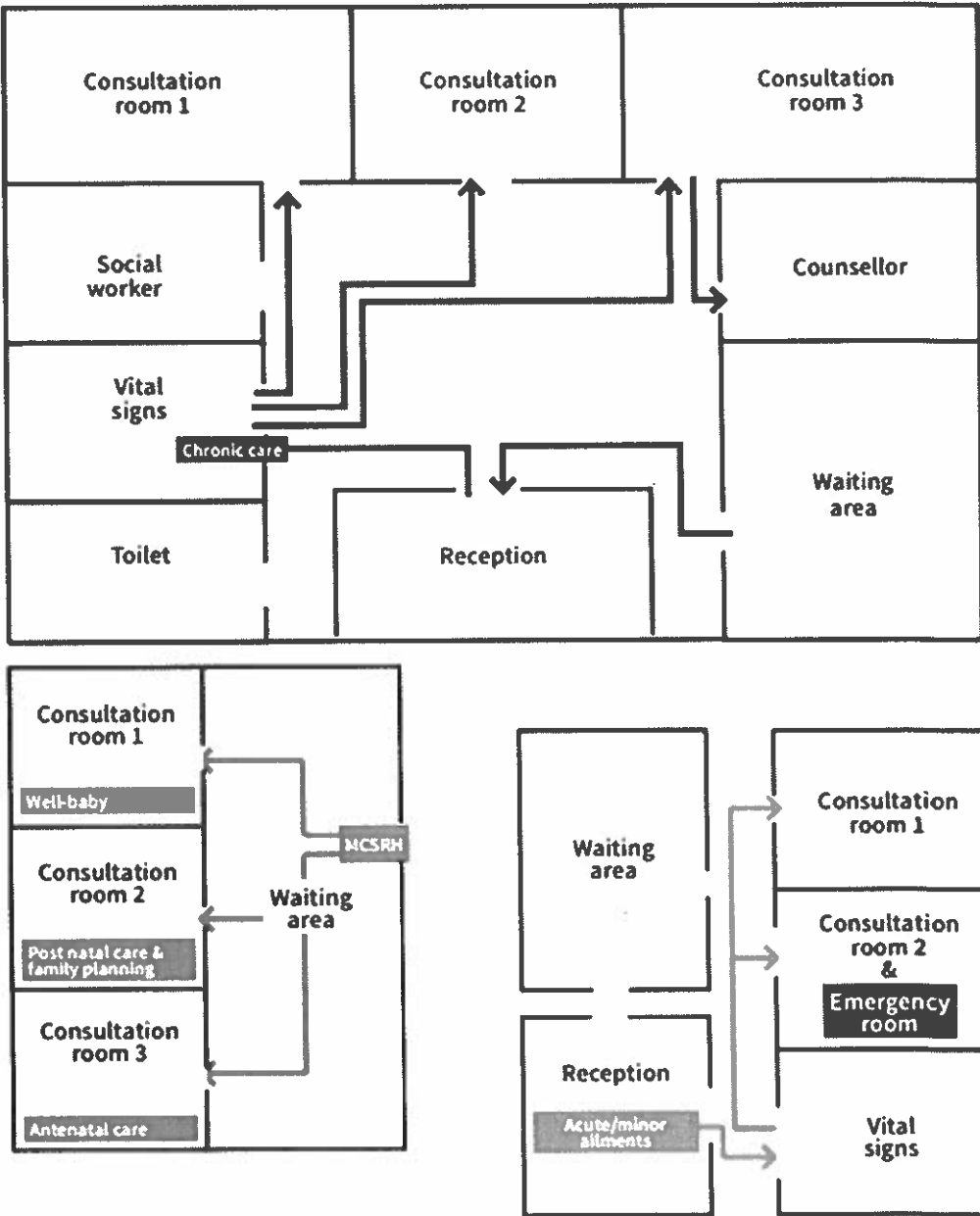


FIGURE 21: SKETCH PLAN FOR A MULTIPLE BUILDING FACILITY

3.3. Service Delivery Optimization in the Nelson Mandela Bay Health District.

During 2021 the Nelson Mandela Bay District held engagements with management teams across the service delivery platform and the need for a service delivery platform review was identified as a key area for attention. The appointment of the HOD in August 2021 allowed for several sessions with different stakeholders to take place where the HOD was able to convey her vision for the Department of Health. Among the key priorities highlighted by the HOD was the need to optimize the service delivery platform to achieve an efficient and cost-effective health care service delivery model.

To this end, the District Manager invited sector departments and social partners, inclusive of organised labour and NPOs as well as head office Program Managers to a service delivery platform review session held on 19 October 2021. This session was facilitated by experienced, retired health system and service managers through the Clinton Health Access Initiative (CHAI) that supports the District with MCWH and SRH.

The outcome of this session highlighted the following:

- Service delivery optimization and review is not an event but a process.
- The establishment/repurposing of a fully-fledged District Hospital at the site of Empilweni Hospital that has been identified as a quick win that would assuage the burden on both the regional and tertiary hospital platform.
- Infrastructure Improvements to all Clinics and CHC's to achieve Service Optimization.

4. OBJECTIVE OF THE PROPOSED INFRASTRUCTURE IMPROVEMENT SCHEME

The objective is to:

- Create a conducive space which accommodates the identified CHC Services, patients, staff and support areas to ensure the rendering of quality services in the short, medium and long term.
- Make all buildings compliant with safety regulations.
- Deliver approved building plans for all buildings.
- Obtain Occupation Certificates for all buildings.

5. SCOPE OF INFRASTRUCTURE IMPROVEMENTS REQUIRED

5.1. SCOPE Areas:

The Brief and Scope of the proposed infrastructure Improvements required at Kwazakele CHC in summary, consist of the following:

- **Infrastructure Scope Area 1** - Infrastructure improvements, alterations and additions to accommodate a new guard house (25 sqm), security perimeter walls (378 metres in length), improved access for disabled and sick patients & visitors, minor internal & external maintenance improvements to building fabric and fittings & 10 x covered staff parking bays.

- **Infrastructure Scope Area 2** - Infrastructure improvements, Alterations & Additions to existing buildings comprising **1800 sqm** of existing buildings and proposed additions of **approximately 800 sqm**

5.2. Sequence of Implementation of the Infrastructure Scope areas, 1 & 2

The Infrastructure Scope areas, 1 & 2 can be improved in chronological order, one Infrastructure area after but not necessarily in the order as described, as the sequence of implementation shall be decided by the Employer on confirmation of the feasibility outcomes of the FIDPM Stages 2 & 3 and confirmation of budget.

6. INFRASTRUCTURE PLANNING, DELIVERY, PROCUREMENT AND MANAGEMENT

The strategic approach for the planning, delivery and management of *infrastructure maintenance, improvements, alterations and additions or new infrastructure* is guided by the concept of the Infrastructure Delivery Management System (IDMS), the chosen government wide system for Infrastructure Delivery.

In order to establish a common approach to infrastructure delivery across all organs of state, the National Treasury adopted the Standard for Infrastructure Procurement and Delivery Management (SIPDM). In order to give effect to the SIPDM the following guidelines were issued:

- Treasury Instructions Notes No. 4 of 2015/16 in terms of Public Finance Management Act (PFMA); and
- Circular 77 for Model Supply Chain Management (SCM) policy for Infrastructure Procurement and delivery management.

The National Treasury, in consultation with relevant stakeholders, conducted the SIPDM review, which resulted in the **Framework for Infrastructure Delivery and Procurement Management (FIDPM)**. The FIDPM prescribes minimum requirements for effective governance of infrastructure delivery and procurement management.

The Framework specifies the allocation of clear responsibilities for performing activities and making decisions at control points, stages and procurement gates. The Framework promotes the concept ‘value for money’ by organs of state throughout all the Infrastructure Delivery Management and Infrastructure Procurement Management processes and activities to promote optimal use of resources to achieve the intended outcomes. The expected deliverables shall be executed in accordance with the FIDM Project Life-cycle stages as follow:

STAGE 1 - INITIATION

The details contained in this Bid Document as prescribed by the Department of Health defines project objectives, needs, acceptance criteria, organization’s priorities and aspirations, procurement strategies, and which sets out the basis for the development of the Concept Report. Planning for the Proposed Projects under the Health Department’s Infrastructure Programme focuses primarily on the Packaging” of projects, i.e. the identification of a “package” or scope to be implemented in one single contract.

The identification of a “package” or scope in one single contract is informed and guided by Need & priorities as determined by the U-Amp (User Asset Management Plan), IAMP (Infrastructure Asset

Management Plan) and Strategic priorities of the Department as depicted in the IPMP Infrastructure Programme Management Plan) and B5 project list.

The proposed Infrastructure improvements at this facility form part of the list of identified facilities strategically prioritized for improvement.

STAGE 2 - CONCEPT

The Concept Stage represents an opportunity for the development of different design concepts to satisfy the project requirements, as developed during Stage 1. It also presents, through the testing of alternative approaches, an opportunity to select a conceptual approach. The ultimate objective of this stage is to determine whether the project is viable to proceed, with respect to available budget, technical solutions, timeframe and other information that may be required.

The Concept Report should as a minimum, provide the following information:

- a) Condition and suitability assessment reports and as-built drawings of all buildings (all disciplines). Document the initial design criteria, cost plan, design options and the selection of the preferred design option, or the methods and procedures required to maintain the condition of infrastructure for the project.
- b) Establish the detailed brief, scope, scale, form and cost plan for the project, including, where necessary, the obtaining of site studies and construction and specialist advice.
- c) Provide an indicative schedule for documentation and construction or maintenance services, associated with the project.
- d) Include a site development plan, and other suitable schematic layouts of the architectural, civil, structural, electrical and mechanical works and bulk services.
- e) Describe the statutory permissions, funding approvals and utility approvals required to proceed with the works associated with the project.
- f) Include a baseline risk assessment for the project, and a health and safety plan, which is a requirement of the Construction Regulations, issued in terms of the Occupational Health and Safety Act.
- g) Contain a risk report linked to the need for further surveys, tests, other investigations and consents and approvals, if any, during subsequent stages and identified health, safety and environmental risk.

STAGE 3 - DESIGN DEVELOPMENT

The Design Development Report shall as necessary:

- a) Develop in detail the approved concept to finalize the design and definition criteria.
- b) Establish the detailed form, character, function and costings.
- c) Define all components in terms of overall size, typical detail, performance and outline specification.
- d) Describe how infrastructure, elements, or components thereof are to function, how they are to be safely constructed, how they are to be maintained and how they are to be commissioned.
- e) Confirm that the project scope can be completed within the budget or propose a revision to the budget.
- f) Approved Site Development Plan from the Local Municipality Building Control Office.

STAGE 4 - DESIGN DOCUMENTATION

Design documentation provides the:

- a) production information that details, performance definition, specification, sizing and positioning of all systems and components that would enable construction;

- b) manufacture, fabrication and construction information for specific components of the work informed by the production information.
- c) Approved Municipal Building Plans.

STAGE 5 - WORKS

The following is required for completion of the Works Stage:

- a) Completion of the works is certified in accordance with the provisions of the contract; or
- b) The goods and associated services are certified as being delivered in accordance with the provisions of the contract.
- c) Occupation Certificate from the from the Local Municipality Building Control Office.

STAGE 6 – HANDOVER

The following activities shall be undertaken during the handover stage:

- a) Finalize and assemble record information which accurately reflects the infrastructure that is acquired, rehabilitated, refurbished or maintained;
- b) Hand over the works and record information to the user organization and where necessary, train end user staff in the operation of the works.

STAGE 7 - CLOSE OUT

The Close-Out Stage commences when the end user accepts liability for the works. It is complete when:

- a) Record information is archived;
- b) Defects certificates and certificates of completion are issued in terms of the contract;

7. PROCUREMENT STRATEGY

- a) The type of Infrastructure Improvements required for the various Scope Areas is complex and specialist in nature and the bulk of the professional services required involves technically complex work which calls for considerable innovation, creativity, expertise and/or skills.
- b) The SANS 294, Construction Procurement Processes, Procedures and Methods, states that a contract shall not be awarded to a tenderer who cannot demonstrate that he possesses the necessary professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, and the personnel, to perform the contract. The procurement of professional services should result in the award of a professional service contract based on demonstrated competence and qualifications for the type of services required, at fair and reasonable prices.
- c) To ensure that professional service contracts are awarded to firms which have both the capacity and capability to provide the quality of the service at a reasonable price and not necessarily to those that are the least costly, the procurement strategy, pricing strategy and contracting strategy adopted to achieve quality and value for money in the professional service appointments, have the following features and elements:

1. A competitive bidding procedure has been adopted, whereby Built Environment Professional Service Providers who are eligible in terms of the pre-qualification criteria applicable to this bid are invited to submit bids.
2. The full and unambiguous requirements in the scope of work required has been specified with clear quantities and timelines;
3. Bids are invited from Consortiums consisting of multi-discipline Built Environment Professional Members with a nominated Consortium Leader responsible for the overall co-ordination of the professional services of all the Consortium Members.
4. The objective of having a consortium is to allow for an association of two or more individuals, companies, or organisations with the objective of participating in a common activity, pooling their resources to achieve a common goal. Within the consortium, each participant retains their separate legal status and the consortium's control over each participant is limited to activities involving the joint endeavour, particularly the division of profits. The consortium shall be formed by contract.
5. The nominated Consortium Leader shall be a professionally registered Architect with relevant experience in the planning, delivery and management of complex health facility projects. Proof of experience of the Consortium Leader / Architect shall include the submission of copies of Practical Completion Certificates of completed health facilities related projects to the combined value of R15 million (Fifteen million Rand). This forms part of the Administrative Compliance / pre-qualification Stage 1 Evaluation Criteria.
6. Pricing Strategy: For the feasibility stages of the Infrastructure Improvement projects, the time-base proven cost Pricing Method has been adopted for the professional services required and once the feasibility and estimated cost have been established, a fixed Primary Fee and a Percentage Fee based on an estimated infrastructure improvement value per Built Environment Professional Discipline Pricing Method applies.
7. The minimum qualifications of persons required to perform specific functions have been specified and proof of professional registration forms part of the Administrative Compliance / pre-qualification Stage 1 Evaluation Criteria.
8. Bidders may not claim Professional Fees for resources that are not registered with the relevant Statutory bodies. Professional Resources, including candidate professional resources employed to render services related to this bid, must be professionally registered with the relevant statutory bodies and proof of Professional Registration shall be provided on the SBD 1 form if the service is offered on the SBD 3.3 Pricing Schedule.
9. In terms of the contracting strategy, the Professional Services Contract shall be a Term Contract with the following featuring elements:
 - i. Duration of the Term Contract is a minimum of 36 months or until all milestones have been achieved by the Service Providers under conditions as described in the Special Conditions of Contract (SCC).
 - ii. Fixed hourly rates for certain time-based services shall be based on a predetermined time period during which these services must be rendered;
 - iii. A fixed Primary Fee and a Percentage Fee based on an estimated infrastructure improvement value per Built Environment Professional Discipline can be charged once the feasibility and estimated Infrastructure Improvement Cost has been established.

- iv. Special Conditions of Contract applies to this bid and services offered. The Special Conditions of Contract (SCC) supplements the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

8. SCOPE OF BUILT ENVIRONMENT PROFESSIONAL SERVICES REQUIRED

The Scope of Discipline Specific Built Environment Professional Services required in this bid shall be delivered in accordance with the relevant Statutory Council's professional services guidelines and code of conduct to achieve the (FIDPM) deliverables, consisting in summary of the following as illustrated in *Table 1* here below:

Table 1 - Summary of PSP services required

Infrastructure Scope Areas	Infrastructure Scope Description	Discipline Specific Built Environment Professional Services required to deliver the FIDPM End of Stage Deliverables for the Infrastructure Scope Areas	Applicable Project life-cycle Stages for this specific Infrastructure Scope Area in terms of the Framework for Infrastructure Delivery and Procurement Management (FIDPM)
Infrastructure Scope Area 1	Infrastructure improvements, alterations and additions to accommodate a new guard house (25 sqm), security perimeter walls (378 meters in length), improved access for disabled and sick patients & visitors, minor internal & external maintenance improvements to building fabric and fittings & 10 x covered staff parking bays.	1. Consortium Lead Consultancy Services; 2. Architectural Services; 3. Quantity Surveying Services; 4. Civil Engineering Services; 5. Structural Engineering Services; 6. Electrical and Electronic Engineering Services; 7. Mechanical Engineering Services; 8. Principal Agent Services; 9. Construction Health & Safety Agent Services; 10. Professional Construction Project Management Services – External Stakeholder Engagement and Secondary Social Deliverables.	Concept Stage 2
			Design Development Stage 3
			Design Documentation Stage 4
			Works Stage 5
			Handover Stage 6
			Close-out Stage 7
Infrastructure Scope Area 2	Infrastructure improvements, Alterations &	1. Consortium Lead Consultancy Services; 2. Architectural Services; 3.	Concept Stage 2
			Design Development Stage 3

	Additions to existing buildings comprising 1800 sqm of existing buildings and proposed additions of approximately 800 sqm	Quantity Surveying Services; 4. Civil Engineering Services; 5. Structural Engineering Services; 6. Electrical and Electronic Engineering Services; 7. Mechanical Engineering Services; 8. Principal Agent Services; 9. Construction Health & Safety Agent Services; 10. Professional Construction Project Management Services – External Stakeholder Engagement and Secondary Social Deliverables.	Design Documentation Stage 4
			Works Stage 5
			Handover Stage 6
			Close-out Stage 7

a) Consortium Lead Consultancy Services “Principal Consultant”;

- i. The Consortium Leader or “Principal Consultant” means the person or ENTERPRISE appointed by the Employer to manage and administer the services of all other consultants.
- ii. The Consortium Leader or “Principal Consultant” shall be a professionally registered Architect with relevant experience in the planning, delivery and management of health facility projects. Registration with the South African Council for the Architectural Profession (SACAP) (Architectural Profession Act of 2000 (Act No. 44 of 2000) is mandatory.
- iii. The Scope of the Professional Services required under this discipline shall be in alignment with the relevant Statutory Council’s professional services guidelines and code of conduct to achieve the (FIDPM) deliverables.
- iv. The “Principal Consultant” will also conduct, administer, and be responsible for minutes of “PCU” (Planning Commissioning Unit) meetings during all FIDPM stages of the proposed infrastructure scheme, with the Facility Manager and his/her core management team, as a minimum, once a month.

b) Architectural Services.

- i. The Scope of the Professional Services required under this discipline shall be in alignment with the relevant Statutory Council’s professional services guidelines and code of conduct to achieve the (FIDPM) deliverables.
- ii. The resources employed shall be registered with the South African Council for the Architectural Profession (SACAP) (Architectural Profession Act of 2000 (Act No. 44 of 2000));
- iii. Architectural Services include Condition & Suitability Assessments, preparation of as-built drawings, the planning and design of buildings for the use of people by the creative organization of materials and components with consideration to mass, space, form, volume, texture, structure, light, shadow, materials and the project brief;
- iv. Submit and obtain Municipal approval of a Site Development Plan and Building Plans with the aim of obtaining Occupation certificates for the various Scope Areas.
- v. As-built drawings, Condition & Functionality Assessment reports of all buildings in terms of the GIAMA guidelines.

- vi. Preparing and presenting detailed Room data sheet drawings and illustrations for each room during the FIDPM Design Development Stage 3 & Design Documentation Stage 4.

c) Quantity Surveying Services;

- i. The Scope of the Professional Services required under this discipline shall be in alignment with the relevant Statutory Council's professional services guidelines and code of conduct to achieve the (FIDPM) deliverables.
- ii. The resources employed shall be registered with the South African Council for the Quantity Surveying Profession (SACQSP) (Quantity Surveying Profession Act of 2000 (Act No. 49 of 2000).
- iii. Quantity surveying (cost management) include the provision of expert, professional services and advice on construction procurement, contracting and costs.

d) Civil Engineering Services;

- i. The Scope of the Professional Services required under this discipline shall be in alignment with the relevant Statutory Council's professional services guidelines and code of conduct to achieve the (FIDPM) deliverables.
- ii. The resources employed shall be registered with the Engineering Council of South Africa (ECSA) (Engineering Profession Act of 2000 (Act No. 46 of 2000)
- iii. Civil engineering Services include the planning and design of earthworks, dredging and geotechnical processes, transportation, water supply and treatment, drainage and sewerage systems and storm water control and;
- iv. Geotechnical engineering Services which include the evaluation of the geotechnical characteristics of a site and the provision of specialist advice on the behavior and engineering properties of on-site earth materials and the design of earthworks and foundations for structures.
- v. As-built drawings, Condition & Functionality Assessment reports of all buildings in terms of the GIAMA guidelines

e) Structural Engineering Services;

- i. The Scope of the Professional Services required under this discipline shall be in alignment with the relevant Statutory Council's professional services guidelines and code of conduct to achieve the (FIDPM) deliverables.
- ii. The resources employed shall be registered with the Engineering Council of South Africa (ECSA) (Engineering Profession Act of 2000 (Act No. 46 of 2000)
- iii. Structural engineering Services include the designing of the structures to withstand the loads that they are likely to be subjected to safely and without loss of function.
- iv. As-built drawings, Condition & Functionality Assessment reports of all buildings in terms of the GIAMA guidelines
- v. Roof truss inspections, designing new roof trusses and issuing of roof truss compliance certificates for existing trusses and new trusses.

f) Electrical and Electronic Engineering Services;

- i. The Scope of the Professional Services required under this discipline shall be in alignment with the relevant Statutory Council's professional services guidelines and code of conduct to achieve the (FIDPM) deliverables.

- ii. The resources employed shall be registered with the Engineering Council of South Africa (ECSA) (Engineering Profession Act of 2000 (Act No. 46 of 2000))
- iii. Electrical and Electronic Engineering Services include the planning and design of systems for generating, transmitting, distributing and utilizing electrical energy.
- iv. Electronic Engineering Services include services related to the provision of electronic systems and detailing the terminations, signals and interconnections of electronic components as distinct from conventional electrical HV, MV and LV systems and related reticulation – including but not limited to access control, nurse call systems, fire detection and alarm systems, CCTV, BMS and ICT.
- v. As-built drawings, Condition & Functionality Assessment reports of all buildings in terms of the GIAMA guidelines
- vi. Preparing and presenting detailed Room data sheet drawings and illustrations for each room during the FIDPM Design Development Stage 3 & Design Documentation Stage 4.

g) Mechanical Engineering Services;

- i. The Scope of the Professional Services required under this discipline shall be in alignment with the relevant Statutory Council's professional services guidelines and code of conduct to achieve the (FIDPM) deliverables.
- ii. The resources employed shall be registered with the Engineering Council of South Africa (ECSA) (Engineering Profession Act of 2000 (Act No. 46 of 2000))
- iii. Mechanical engineering Services include the planning and design of plant and systems for lifting, hoisting and materials handling, turbines, pumps and fluid power, heating, cooling, and ventilating and air-conditioning and;
- iv. Fire engineering which includes the planning and designing of fire protection system to protect people and their environments from the destructive effects of fire and smoke.
- v. As-built drawings, Condition & Functionality Assessment reports of all buildings in terms of the GIAMA guidelines.
- vi. Preparing and presenting detailed Room data sheet drawings and illustrations for each room during the FIDPM Design Development Stage 3 & Design Documentation Stage 4.

h) Principal Agent Services;

- i. The role and functions of the principal agent shall be as described in the JBCC principal agreement.
- ii. Principal Agent means the person appointed to fulfil the obligations of the agreed form of contract during FIDPM Stages 5, 6 & 7.
- iii. The Scope of the Professional Services required under this discipline shall be in alignment with the relevant Statutory Council's professional services guidelines and code of conduct to achieve the (FIDPM) deliverables.

i) Construction Health & Safety Agent Services;

- i. The Scope of the Professional Services required under this discipline shall be in alignment with the relevant Statutory Council's professional services guidelines and code of conduct to achieve the (FIDPM) deliverables.
- ii. The Construction Health and Safety Agent shall be registered with the South African Council for the Project and Construction Management Professions (SACPCMP) (Project and Construction Management Profession Act of 2000 (Act No. 48 of 2000)) as a Professional Construction Health & Safety Agent (PrCHSA) to perform the required functions.

- iii. The PrCHSA will on behalf of the client apply to the provincial director in writing at least 30 days before construction work is carried out where applicable (Depending on the contract value and the duration of the project) for a construction work permit to perform construction work.
- iv. The Construction Health and Safety Agent will manage health and safety on a construction project for the client to prevent and limit project risks.

j) Professional Construction Project Management Services – External Stakeholder Engagement and Secondary Social Deliverables.

- i. The Scope of the Professional Services required under this discipline shall be in alignment with the relevant Statutory Council's professional services guidelines and code of conduct to achieve the (FIDPM) deliverables.
- ii. The delivery of construction projects involves the manufacturing of a product on a site. The desire and expectations of the surrounding communities to become involved in and gain economically from projects in their area are genuine and cannot be dismissed and must be met. Local communities expect and demand participation in projects given that there are opportunities for numbers of skilled and semi-skilled persons on a site.
- iii. The SACPCMP Professional responsible for External Stakeholder Engagement and Secondary Social Deliverables management, shall under the guidance of the Consortium Lead Consultant and in liaison with all the other Consortium members:
 - a. Deal with the demands of local communities and business forums through early and regular engagements and;
 - b. Deal with the risks posed by not accommodating the demands;
 - c. Depending upon the nature of the works, identify SMME subcontracting opportunities and requirements for several trades and local materials and facilitate, conduct and manage engagements with the stakeholders.
- iv. For this programme to be successful and sustainable, the social facilitator must perform strategic and technical support in line with the expected deliverables of the programme:
 - a. To develop a social facilitation Implementing Plan.
 - b. To facilitate stakeholder engagement both at management and stakeholder level
 - c. To provide inputs to the Risk Management Plan
 - d. To develop and manage the Communication Plan
 - e. To provide input into the Monitoring and Reporting tool for the projects (with reference to employment, training and SMME development reports)
 - f. To develop and apply conflict resolution mechanisms
 - g. To craft and implement interventions and mitigation strategies
- v. Furthermore, Social facilitators deal with the day-to-day operations of the project such as:
 - a. Environmental scanning;
 - b. Identification of existing stakeholders and their role thereof;
 - c. Setting up the local governing structures, provide capacitation and ensure sign-off of the Development Charters;
 - d. Ensure smooth decanting and beneficiation processes;
 - e. Manage and monitor risk;
 - f. Manage conflict resolution between the communities and site agents.

- g. Formulate co-ordination of the strategies and the implementation of the systems of regular reporting to the relevant structures such as PSP Team, PSC Committee, the DEPARTMENT OF HEALTH, including local structures linked to the projects such as Building Steering Committees for Health programme and other stakeholders in accordance with relevant protocols;
- h. Create an enabling environment for the implementation of the programme, through the promotion of partnerships between the Health Districts, community structures, and the DEPARTMENT OF HEALTH & DPW & I.
- i. Prepare documentation for proper handover of the projects once completed (report);
- vi. Ensure that all relevant legislation is complied with during project implementation;
- vii. Project Outputs/Deliverables;
 - a. Inception Report: The report shall cover an overall project plan (inclusive of a project schedule) with intermediate and final outputs, proposed methodology and identified timeframes/milestones.
 - b. Stakeholder mapping report: The report shall indicate all stakeholders that are relevant to the projects include, their interests, influence,
 - c. Evidence of stakeholder consultation and community mobilization: The minutes of all meetings held with the relevant stakeholders, including a summary of community mobilization meeting outcomes, shall be provided. In addition, practical information with clear step-by-step guidelines for field facilitators (inclusive of local community members) engaging with the community shall also be provided.
 - d. Evidence of community awareness raising: Report on all community awareness raising activities shall be provided.
 - e. Evidence of Project Steering Committee establishment: The Terms of Reference for each project Steering Committee shall be provided in a format to be agreed to with DEPARTMENT OF HEALTH. Project Steering Committee Skills Audit Report: A report outlining the skills set of members of the Project Steering Committee shall be provided.
 - f. Project Steering Committee Members' Capacitation Report: A report regarding the training of Project Steering Committee on their roles and responsibilities, procedural terms for meetings and conflict resolution shall be provided.
 - g. Final Report: An overall Social Facilitation report shall be submitted to, and accepted by the DEPARTMENT OF HEALTH & DPW & I.
 - h. Monthly EPWP Reporting
 - i. CLO duties and responsibilities

8.1. Professional Services delivery sequence, duration and pricing method

The Professional Services delivery sequence, duration and pricing method in relation to the various Infrastructure Scope Areas shall be in accordance with *Tables 2 & 3* here below.

The Concept Stage 2 and Design Development Stage 3 PSP deliverables for all disciplines in relation to the different Infrastructure Scope areas, 1 & 2 shall be rendered simultaneously as depicted in *Table 3* here below. This is required to determine the overall feasibility of the proposed Infrastructure interventions.

Table 2 – Concept Stage 2 & Design Development Stage 3 – Sequence of delivery of PSP Services & Pricing Method

FIDPM Project life-cycle Stages	Infrastructure Scope Areas	Sequence of Delivery of PSP Services in relation to the Infrastructure Scope Areas	Duration (weeks)	Pricing Method (All Disciplines)
Concept Stage 2	Infrastructure Scope Area 1	Simultaneous	6	Time based fee
	Infrastructure Scope Area 2			
Design Development Stage 3	Infrastructure Scope Area 1	Simultaneous	8	Time based fee
	Infrastructure Scope Area 2			

The Infrastructure Scope areas, 1 & 2 shall be improved in chronological order, one Infrastructure area after the other but the sequence of implementation shall finally be decided by the Employer on confirmation of the feasibility outcomes of the FIDPM Stages 2 & 3 and confirmation of budget.

The Design Documentation Stage 4, Works Stage 5, Handover Stage 6 and Close-out Stage 7 PSP deliverables shall then be rendered in alignment with the order of implementation as instructed by the Employer and, preliminary depicted in *Table 3* here below:

Table 3 – Design Documentation Stage 4, Works Stage 5, Handover Stage 6 and Close-out Stage 7 - Sequence of delivery of PSP Services & Pricing Method

FIDPM Project life-cycle Stages	Infrastructure Scope Areas	Estimated Infrastructure Improvement value	Sequence of Delivery of Services in relation to the Infrastructure Scope Areas	Duration (weeks)	Pricing Method (For all disciplines except SACPCMP Services)
Design Documentation Stage 4	Infrastructure Scope Area 1	R 5 000 000.00	Chronological order	8	Fixed & % Based fee
Works Stage 5	Infrastructure Scope Area 1	R 5 000 000.00	Chronological order	13	Fixed & % Based fee
Handover Stage 6	Infrastructure Scope Area 1	R 5 000 000.00	Chronological order	8	Fixed & % Based fee
Close-out Stage 7	Infrastructure Scope Area 1	R 5 000 000.00	Chronological order	16	Fixed & % Based fee
Design Documentation Stage 4	Infrastructure Scope Area 2	R 28 400 000.00	Chronological order	8	Fixed & % Based fee
Works Stage 5	Infrastructure Scope Area 2	R 28 400 000.00	Chronological order	72	Fixed & % Based fee

Handover Stage 6	Infrastructure Scope Area 2	R 28 400 000.00	Chronological order	8	Fixed & % Based fee
Close-out Stage 7	Infrastructure Scope Area 2	R 28 400 000.00	Chronological order	24	Fixed & % Based fee

The Professional Service Provider will be appointed for the duration of the 2 Infrastructure Scope area projects, which incorporates any necessary project related extensions. Service Providers are to note that once appointed, they will be expected to commence the work at possibly very short notices. This is due to the urgent nature of the projects. Failure to adhere to this may result in the service provider being removed from the project.

8.2. Pricing of Professional Fees and Disbursements

The pricing of the Professional Fees and disbursements shall be done in accordance with the Pricing Schedule SBD 3.3. The Pricing Schedule consist of 3 Parts as follows:

Part 1 - Time Based Fees.

1. Time-Based proven cost Pricing as prescribed, is applicable to all disciplines:
 - a. For FIDPM Concept Stage 2 & Design Development Stage 3;
 - b. For the Construction Health & Safety Agent Professional Services & Construction Project Management Services required for external Stakeholder Engagement & Secondary Social Deliverables during FIDPM Stages 2 to 7;
 - c. To have a basis for paying any additional Professional Services that may be required for reasons provided for in the Special Conditions of Contract (SCC).
2. The bidders shall indicate the quantity of the various categories of resources offered to perform the Services and if offered and priced, provide proof of Professional Registration on the SBD 1 form. This requirement forms part of the Special Conditions of Contract (SCC) and applicable bid responsiveness evaluation criteria.
3. The number of Hours offered and distributed across the categories of professional service shall add up and be equal to hours where prescribed by the Employer per discipline.
4. The Charge Rate / Hour offered shall include cost of the professionals employed to render the services, overheads, mark-up and profit.
5. Fee payment claims shall be on a proven cost basis with portfolio of evidence of meeting and site attendance registers, travelling log sheets and copies of deliverables etc.

Part 2 – Fixed Primary Fee and Percentage Based Fees

1. Bidders are required to offer a fixed Primary Fee and a Percentage Fee based on an estimated infrastructure improvement value per Built Environment Discipline during FIDPM Stages 4-7 on all Scope areas. (excluding Construction Health & Safety Agent Professional Services & Construction Project Management Services required for external Stakeholder Engagement & Secondary Social Deliverables).
2. The fees offered shall cover cost of the professionals employed to render the services, overheads, mark-up and profit.
3. Fee payment claims shall be on a proven cost basis with portfolio of evidence of meeting and site attendance registers, travelling log sheets and copies of deliverables etc.

Part 3 – Disbursements: Reimbursable Expenses:

1. Vehicle Travelling Costs.

On the Pricing schedule, the following is to be noted:

- a. Bidders shall indicate the distance (return trip) from the various discipline specific PSP Office locations (As per SBD1) to various destinations as prescribed.
- b. Bidders shall indicate the Maximum Vehicle Engine Size to be used by the various discipline specific PSP's.
- c. Bidders shall indicate the Charge Rate per Km (As per Department of Transport published tariffs at the time of closing of bid).
- d. The Employer pre-determined and prescribed the number of trips for this bid in order to have a set basis to compare the bids.
- e. Reimbursement of these costs shall be on a proven cost basis with portfolio of evidence, meeting and site attendance registers, travelling log sheets and copies of deliverables etc. in support of claims.

2. Time Travelling Costs.

On the Pricing schedule, the following is to be noted:

- a. Bidders shall indicate the quantity of the various categories of resources who will be travelling. In certain instances, the Employer pre-determined and prescribed the category and number of PSP's for this bid in order to have a set basis to compare the bids.
- b. Bidders shall indicate the distance (return trip) from the various discipline specific PSP Office locations (As per SBD1) to various destinations as prescribed.
- c. Bidders shall indicate the Travel Time, the No. of Hours (return trip).
- d. Bidders shall indicate the Charge Rate per Hour offered. The Charge Rate shall be fixed.
- e. The Employer pre-determined and prescribed the number of trips for this bid for certain categories of PSP in order to have a set basis to compare the bids.
- f. Reimbursement of these costs shall be on a proven cost basis with portfolio of evidence, meeting and site attendance registers, travelling log sheets and copies of deliverables etc. in support of claims.

Part 4 – Provisional Sums

1. Special Studies and Investigation Costs.

Reimbursement of these items shall be on a proven cost basis and estimated Provisional Sums have been allowed for in the Pricing Schedule in order to have a set basis to compare the bids for:

- a. Geotechnical Investigations including laboratory tests;
- b. Topographical Technical Survey.
- c. Tests for traces of asbestos.

2. Typing, duplicating Costs.

- a. Reimbursement of these costs shall be in accordance with the Public Works & Infrastructure Reimbursable tariffs applicable. An estimated Provisional Sum has been allowed for in the Pricing Schedule in order to have a set basis to compare the bids.

- b. The costs of typing, printing and duplicating work in connection with the documentation which must be done shall be reimbursable at rates applicable at the time of the execution of such work. The document "Rates for Reimbursable Expenses" as adjusted from time to time and referred to below, is obtainable on the Website: <http://www.publicworks.gov.za/> under "Documents"; "Service providers Guidelines"; item 1.
- c. If the Service Provider cannot undertake the work himself, he/she may have it done by another service provider which specialises in this type of work and he/she shall be paid the actual costs incurred upon submission of statements and receipts which have been endorsed by him/her confirming that the tariff is the most economical for the locality concerned.
- d. Typing and duplicating expenses shall only be refunded in respect of the final copies of the following documents namely formal reports, formal soil investigation reports, specifications, feasibility reports, bills of quantities, minutes of site meetings and final accounts. The cost of printed hard covers shall only be paid in respect of documents which will be made available to the public such as bills of quantities and specifications or where provision of hard covers is specifically approved.
- e. The typing of correspondence, appendices and covering letters are deemed to be included in the fees.

9. EVALUATION CRITERIA

The bid shall be evaluated as follows:

Stage 1: Administrative Compliance / pre-qualification

Stage 2: Price and B-BBEE Points

Stage 3: In Loco Inspection of all Consortium Members

9.1. Stage 1: Administrative Compliance / pre-qualification

- a. The purpose of the Administrative Compliance / pre-qualification is to determine which bid responses are compliant and non-compliant with the bid conditions issued by the Health Department as part of the bidding process.
- b. The Health Department has defined minimum pre-qualification criteria that must be met by the Bidder for the Health Department to accept a bid for evaluation. In this regard a pre-qualification verification will be carried out by the Health Department in order to determine whether a bid complies.
- c. Where the Bidder's bid fails to comply fully with any of the pre-qualification criteria, or the Health Department is for any reason unable to verify whether the pre-qualification criteria are fully complied with, the Health Department shall have the right to either:
 - i. Reject the Bid in question and not to evaluate it at all;
 - ii. Give the Bidder an opportunity to submit/or supplement the information and/or documentation provided, so as to achieve full compliance with the pre-qualification criteria, provided that such information and/or documentation can be provided within a period of 7 (seven) days, or such alternative period as the Health Department may determine, of it being requested by the Health Department and is administrative in nature, as opposed to forming a material part of the Bidder's Bid;

- iii. In any event permit the Bid to be evaluated, subject to the outstanding information and/or documentation being submitted prior to the award of the Bid.

9.2. Evaluation Criteria for Stage 1: Administrative Compliance / pre-qualification

The following criteria shall apply:

- a. The bid documentation must be completed comprehensively and correctly.
- b. Declaration forms (SBD) must be signed.
- c. All Mandatory Returnable Schedules and information required therein to be completed in full and submitted.
- d. Bidders shall be Consortia with a Consortium Agreement and the name of the Consortium shall be the nominated Consortium Lead ENTERPRISE.
- e. Bids will only be considered from Consortia where Individual Members of the Consortium are registered Built Environment Professional Service Providers who are eligible to take part in terms of the pre-qualification criteria applicable.
- f. The nominated Consortium Leader shall be a professionally registered Architect with relevant experience in the planning, delivery and management of complex health facility projects. Proof of experience of the Consortium Leader / Architect shall include the submission of copies of Practical Completion Certificates of completed projects to the combined value of R15 million (Fifteen million Rand). The value of the projects shall be indicated on the Practical Completion Certificates for ease of reference and verification and certified by a Commissioner of Oath.
- g. Bidders may not offer or claim Professional Fees and or disbursements for resources that are not registered with the relevant Statutory bodies. Professional Resources, including candidate professional resources employed to render services related to this bid, must be professionally registered with the relevant statutory bodies and proof of Professional Registration shall be provided on the SBD 1 form and Mandatory returnable schedules, if the service is offered on the SBD 3.3 Pricing Schedule.
- h. All Parts, Items and sub-items listed in the Pricing Schedule SBD 3.3 must be completed in full. In the event where the bidder elects not to offer a resource, rate fee or disbursements, the items or sub-items shall not be left blank but populated to indicate the value of NIL (0).
- i. All Consortium Members must be CSD compliant. CSD registration numbers must be provided on the SBD 1 form for all Consortium Members and proof of registration to be provided in the Mandatory returnable schedules.
- j. Only Bidders who complied with the Stage 1 Evaluation criteria may proceed to the Evaluation Stage 2.

9.3. Stage 2: Evaluation in terms of Price and B-BBEE Preference Point System

Step 1: Calculation of points for price

- 1. The PPPFA prescribes that the lowest acceptable bid will score 80 points for price. Bidders that quoted higher prices will score lower points for price on a pro-rata basis.

2. In terms of regulation 6 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2011 (act 5 of 2011), and the Preferential Procurement Regulations 2017 as amended, responsive bids shall be adjudicated on the 80/20 preference point system in terms of which points awarded to bidders for price is calculated as follow:

$$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where:

Ps: Points scored for comparative price of bid under consideration

Pt: Comparative price of bid under consideration

Pmin: Comparative price of lowest acceptable bid

Step 2: Calculation of points for B-BBEE status level of contributor

3. Preference points will be allocated according to the following *table:

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

* PPPFA Regulations 2017 – Reg. 5(2) and Reg.6 (2).

4. Bidders are required to complete the preference claim form (SBD 6.1) and submit their original and valid B-BBEE status level verification certificate or a certified copy thereof or sworn affidavit in case of a Consortium, EMEs and QSEs at the closing date and time of the bid in order to claim the B-BBEE status level points.
5. Only bidders who have completed and signed the declaration part of the preference claim form and who have submitted a B-BBEE status level certificate issued by a SANAS accredited verification agency will be considered for preference points.
6. Failure on the part of the bidder to comply with above paragraphs will be deemed that preference points for B-BBEE status level of contribution are not claimed and will therefore be allocated a zero (0).
7. The Department of Health may, before the bid is adjudicated or at any time, require a bidder to substantiate claims it has made regarding preference.

Step 3: Calculation of total points scored for price and B-BBEE status level of contributor

1. The points scored for price must be added to the points scored for B-BBEE status level of contributor to obtain the bidder's total points scored out of 100.
2. The points scored will be rounded off to the nearest 2 decimals.
3. The Bidder who scored the highest number of points out of a 100 (hundred), may proceed to the next Evaluation Stage 3.
4. In the event where the Bidder who scored the highest number of points has failed to comply with the Due Diligence In-Loco Inspection evaluation criteria, the Health Department may consider the Bidder who scored the 2nd highest points, to proceed to the next Evaluation Stage 3.

9.4. Stage 3: Due Diligence In-Loco Inspection of all Consortium Members

1. As part of its due diligence obligations, the Department of Health shall do an In-Loco inspection of the offices of all Consortium Members to verify the following details:
 - a. The existence of the business ENTERPRISE as declared on the SBD1 form.
 - b. The existence of the professional resources as declared on the SBD1 and SBD 3.3 forms.
2. In the event where the In-Loco Inspections find inconsistencies and or misrepresentation in terms of what has been declared on the SBD 1 and SBD 3.3 forms, the Bidder will be notified of such inconsistencies and or misrepresentations in writing and allowed 7 (seven) days to rectify such.
3. The Bidder who complies with the Due Diligence In-Loco Inspection evaluation criteria, may then be considered for recommendation for award.
4. In the event where the Bidder has failed to rectify the inconsistencies and or misrepresentations within the 7 (seven) day period, the Health Department shall consider the Bidder who scored the 2nd highest points to proceed to the Evaluation Stage 3.

10. CHECKLIST OF MANDATORY RETURNABLE DOCUMENTS

Schedule List	Description	YES	NO
Schedule A	SBD 1 - Invitation to Bid		
Schedule B	SBD 3.3 - Pricing Schedule		
Schedule C	SBD 4 - Declaration of Interest		
Schedule D	SBD 6.1 - Preference Points Claim		
Schedule E	SBD 8 - Declaration of Bidder's past Supply Chain Management practices		
Schedule F	SBD 9 - Certificate of Independent Bid Determination		
Schedule G	Signed Consortium Agreement		
Schedule H	Proof of CSD Registration of All Consortium Members		
Schedule I	B-BBEE Status Level Verification Certificate (Combined for the Consortium)		
Schedule J	Copy of letter of Good Standing with Compensation for Occupational and Injuries Disease Act (COIDA/FEM) REGISTRATION CERTIFICATE		

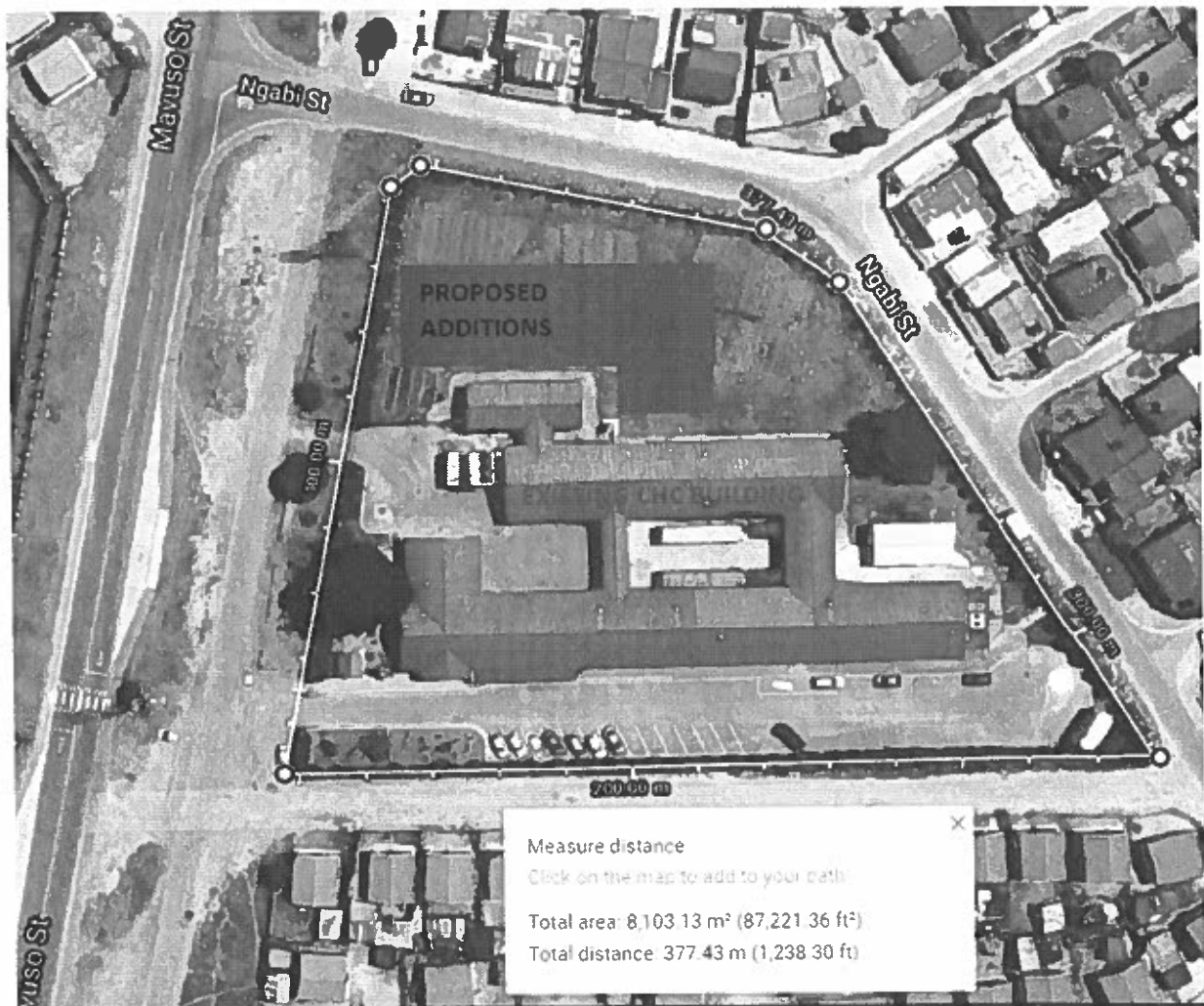
Schedule K	Proof of Professional Indemnity Insurance Documents		
Schedule L	Proof of Experience of the Consortium Leader / Principal Consultant - Copies of Practical Completion Certificates (Total Value of R30m)		
Schedule M	Proof of Professional Registration of all Professional and Candidate Professional Resources offered to render services and incur disbursements as per the SBD 1 and SBD 3.3 Pricing Schedule.		
Schedule N	Confirmation of Receipt of Addenda to Bid Documents		
Schedule O	Form of Offer and Acceptance		

11. THE CONTRACT

1. The Contract consist of the following:
 - a. General Conditions of Contract (GCC) - Annexure B.
 - b. Special Conditions of Contract (SCC) – Annexure C
 - c. Form of Offer and Acceptance – Schedule O
 - d. Contract Data – Annexure E
 - e. All other returnable Schedules A – O

12. ANNEXURES & RETURNABLE SCHEDULES

ANNEXURE A – SITE DIAGRAM



Site Diagram: ERF 50141 Nqabi Street, Kwazakele

ANNEXURE B – (GCC) GENERAL CONDITIONS OF CONTRACT

THE NATIONAL TREASURY

Republic of South Africa



**GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT**

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information: inspection.

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or

analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

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

12. Transportation

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

13. Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

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

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

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

- | | |
|---|---|
| 16. Payment | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.</p> <p>16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p> |
| 17. Prices | <p>17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.</p> |
| 18. Contract amendments | <p>18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.</p> |
| 19. Assignment | <p>19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.</p> |
| 20. Subcontracts | <p>20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.</p> |
| 21. Delays in the supplier's performance | <p>21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.</p> <p>21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.</p> <p>21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.</p> <p>21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the</p> |

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any