

**MULTI-DISCIPLINE BUILT ENVIRONMENT PROFESSIONAL SERVICES IN CONSORTIUM
REQUIRED FOR THE INFRASTRUCTURE IMPROVEMENTS, ALTERATIONS AND ADDITIONS,
AT LIVINGSTONE PE PROVINCIAL HOSPITAL COMPLEX IN NELSON MANDELA BAY HEALTH
DISTRICT**

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	15
3. BACKGROUND AND TERMS OF REFERENCE.....	16
3.1. Background	16
3.2. Clinical Service Delivery Model for the Nelson Mandela Bay Health District.....	17
3.3. LIVINGSTONE PE PROVINCIAL HOSPITAL COMPLEX Overview	17
4. OBJECTIVE OF THE PROPOSED INFRASTRUCTURE IMPROVEMENT SCHEME	17
5. SCOPE OF INFRASTRUCTURE IMPROVEMENTS REQUIRED.....	18
5.1. INFRASTRUCTURE SCOPE AREAS:	18
6. INFRASTRUCTURE PLANNING, DELIVERY, PROCUREMENT AND MANAGEMENT	19
7. PROCUREMENT STRATEGY	21
8. SCOPE OF BUILT ENVIRONMENT PROFESSIONAL SERVICES REQUIRED	23
8.1. LIST OF BUILT ENVIRONMENT PROFESSIONAL SERVICES REQUIRED	23
8.2. DESCRIPTION PER DISCIPLINE	25
8.3. Professional Services delivery sequence, duration and pricing method	29
8.4. Pricing of Professional Fees and Disbursements	32
9. EVALUATION CRITERIA.....	34
9.1. Stage 1: Administrative Compliance / pre-qualification	34
9.2. Evaluation Criteria for Stage 1.1: Administrative Compliance / pre-qualification	35
9.3. Evaluation Criteria for Stage 1.2: Administrative Compliance / pre-qualification	35
9.4. Stage 2: Evaluation in terms of Price and Preferential Goals Point System	36
9.5. Stage 3: Due Diligence In-Loco Inspection of all Consortium Members.....	40
10. CHECKLIST OF MANDATORY RETURNABLE DOCUMENTS.....	40
11. THE CONTRACT	40
12. ANNEXURES & RETURNABLE SCHEDULES.....	41
ANNEXURE A –INFRASTRUCTURE SCOPE DESCRIPTIONS & SITE DIAGRAMS.....	41
SCOPE AREA 1 DESCRIPTION & SITE DIAGRAMS.....	41
ANNEXURE B – (GCC) GENERAL CONDITIONS OF CONTRACT	45

ANNEXURE C – (SCC) SPECIAL CONDITIONS OF CONTRACT	60
ANNEXURE D – CONTRACT DATA	68
SCHEDULE A – SBD 1 – Invitation to Bid: MULTI-DISCIPLINE BUILT ENVIRONMENT PROFESSIONAL SERVICES IN CONSORTIUM REQUIRED FOR THE INFRASTRUCTURE IMPROVEMENTS, ALTERATIONS AND ADDITIONS, AT LIVINGSTONE PE PROVINCIAL HOSPITAL COMPLEX IN NELSON MANDELA BAY HEALTH DISTRICT	69
SCHEDULE B - SBD 3.3 - Pricing Schedule	69
Part 1 - Time Based Fees *	69
Part 2 – Fixed Fee and Percentage Based Fees.....	85
Part 3 – Disbursements: Reimbursable Expenses:.....	90
Part 4 – Provisional Sums:.....	102
Part 5 – Pricing Schedule Executive Summary Page	103
SCHEDULE C - SBD 4 - Declaration of Interest	104
SCHEDULE D - SBD 6.1 - Preference Points Claim	107
80/20 or 90/10	108
80/20 or 90/10	108
SCHEDULE E1- RESOLUTION TO ENTER INTO CONSORTIA	114
SCHEDULE E2 - SPECIAL RESOLUTION OF CONSORTIA (CONSORTIUM AGREEMENT)	118
SCHEDULE F - Proof of CSD Registration of All Consortium Members	123
SCHEDULE G - Copy of letter of Good Standing with Compensation for Occupational and Injuries Disease Act (COIDA/FEM) REGISTRATION CERTIFICATE	124
SCHEDULE H - Copy of Professional Indemnity Insurance Documents	125
SCHEDULE I - Proof of Experience of the Consortium Leader / Principal Consultant - Copies of Practical Completion Certificates (Total Value of R6m).....	126
SCHEDULE J - 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.....	127
SCHEDULE K - Confirmation of Receipt of Addenda to Bid Documents	128
SCHEDULE L - Form of Offer and Acceptance	129

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- 23/24-0024-HO	CLOSING DATE:	19/05/2023	CLOSING TIME:	11h00
DESCRIPTION	MULTI-DISCIPLINE BUILT ENVIRONMENT PROFESSIONAL SERVICES IN CONSORTIUM REQUIRED FOR THE INFRASTRUCTURE IMPROVEMENTS, ALTERATIONS AND ADDITIONS, AT LIVINGSTONE PE PROVINCIAL HOSPITAL COMPLEX IN 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		Mrs. S. Calitz			
TELEPHONE NUMBER		041 3918179			
E-MAIL ADDRESS		Susanna.Calitz@ECHEALTH.GOV.ZA			
NO COMPULSORY BID CLARIFICATION MEETING					
The Bid documents may be obtained from the ECHEALTH website www.echealth.gov.za/tenders.					
BID VALIDITY PERIOD IS 120 DAYS					
BIDS WILL BE OPENED IN PUBLIC ON THE DATE OF CLOSING AT 11h00 AT THE ABOVE ADDRESS					

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.3	[Street Address]
3.3.	TELEPHONE NUMBER OF CONSORTIUM MEMBER No.3	[Telephone landline No.]
3.4.	CELLPHONE NUMBER OF CONSORTIUM MEMBER No.3	[Cell No.]
3.5.	E-MAIL ADDRESS OF CONSORTIUM MEMBER No.3	[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	[Name of Trading ENTERPRISE]

	SERVICES (NAME OF THE TRADING ENTERPRISE AS PER CSD)	
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.7	[Street Address]
7.3.	TELEPHONE NUMBER OF CONSORTIUM MEMBER No.7	[Telephone landline No.]
7.4.	CELLPHONE NUMBER OF CONSORTIUM MEMBER No.7	[Cell No.]
7.5.	E-MAIL ADDRESS OF CONSORTIUM MEMBER No.7	[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 & SAFETY AGENT SERVICES (NAME OF THE TRADING ENTERPRISE AS PER CSD)	[Name of Trading ENTERPRISE]
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	[Name of Trading ENTERPRISE]

	ENTERPRISE - CONSORTIUM MEMBER (NAME OF THE TRADING ENTERPRISE AS PER CSD)	
	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.3	[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 Trading ENTERPRISE]

	(NAME OF THE TRADING ENTERPRISE AS PER CSD)		
	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.8	[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, Candidate Architectural Technologist	SACAP REGISTRATION No.
	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	SACQSP REGISTRATION No.
	1		
	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	ECSA REGISTRATION No.

	1			
	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	ECSA CATEGORY OF REGISTRATION: Professional Engineer, Professional Engineering		ECSA REGISTRATION No.

	FOR THE SERVICES OFFERED IN THIS BID	Technologist, Professional Certificated Engineer, Professional Engineering Technician. Candidate Engineer, Candidate Engineering Technologist, Candidate Certificated Engineer, Candidate Certificated Engineer, Candidate Engineering Technician	
	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. PREFERENTIAL GOALS STATUS LEVEL VERIFICATION CERTIFICATE (COMBINED)				
	PREFERENTIAL GOALS STATUS LEVEL VERIFICATION CERTIFICATE ATTACHED (COMBINED CONSORTIUM PREFERENTIAL GOALS STATUS LEVEL SWORN AFFIDAVIT BY ACCREDITED AUTHORITY)	YES [tick]	NO [tick]	

Name of Consortium Leader:.....

Signature:.....Date:.....

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, THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT (act 5 of 2011), AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, 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 L; Contract Data – Annexure E; Returnable Schedules A – L.
1.5. ONLY BIDS FROM BUILT ENVIRONMENT PROFESSIONAL SERVICE PROVIDERS WHO ARE REGISTERED WITH THE RELEVANT STATUTORY BUILT ENVIRONMENT COUNCILS WILL BE CONSIDERED.
1.6. ONLY BIDS FROM BUILT ENVIRONMENT PROFESSIONAL CONSORTIUM LEADERS WITH EXPERIENCE IN DELIVERING AND MANAGING HEALTH INFRASTRUCTURE SHALL BE ACCEPTED. COPIES OF PRACTICAL COMPLETION CERTIFICATES FOR HEALTH FACILITIES (COMBINED VALUE OF R6M) IS A MANDATORY REQUIREMENT.
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. Background

On 2 February 2018, the National Minister of Health, in Government Gazette No. 41419 21, published Regulation 672: Norms and Standards Regulations applicable to Different Categories of Health Establishments.

The Regulations are outlined in the accompanying document; *Ideal Hospital Realisation and Maintenance Framework Manual 2018*.

The objective of the manual is to promote and protect the health and safety of users and healthcare personnel.

This manual contains 22 sub-regulations across the following domains: User Rights, Clinical Governance and Clinical Care, Clinical Support Services, Facilities and Infrastructure, Governance and Human Resources and General Provisions.

The development of the Ideal Hospital Realisation and Maintenance Framework (IHRM-F) is a critical strategy and intervention to facilitate improved health service delivery and strengthen health system effectiveness by capacitating hospitals to identify and address key issues. The IHRM-F will serve as a benchmark mechanism to monitor Health System Strengthening activities,

An Integrated People-centred Health Services approach that encompass a continuum of care of health promotion, disease prevention, diagnosis, treatment, disease-management, rehabilitation and palliative care services, through the different levels and sites of care within the health system, over the different stages in the lifecycle of a person will be adopted.

Clinical services will be organised in terms of 24-hour services (emergency health services, obstetric and in-patient services) and eight hour services (ambulatory health services to outpatients (ideally on referral from a lower level of care), obstetric services, health support services, rehabilitation and palliative care services, diagnostic and therapeutic services). Integrated Clinical Services Management framework using the four streams of care is the platform for providing ambulatory services.

The characteristics of an “Ideal Hospital” is the following:

- Good infrastructure (i.e. physical condition and spaces, health technology, information and communication technology, adequate bulk supplies, and an appropriately managed and maintained motor vehicle fleet).
- Efficient patient administrative processes.
- Adequate and appropriately managed staff.
- Provides evidence based clinical, therapeutic and diagnostic services consistent with the defined Package of services.
- Uses patient experiences, communication, and information for continuously improving quality of clinical care, optimisation of hospital processes, finance, system and risks mitigation and management.

- Complies with highest standards of corporate governance and is accountable to the community, internal and external stakeholders.

3.2. Clinical Service Delivery Model for the Nelson Mandela Bay Health District

Against the background of the Ideal Hospital Realisation and Maintenance Framework (IHRM-F), the Eastern Cape Department of Health embarked on the development of a new Clinical Service Delivery Model for the Nelson Mandela Bay Health District to ensure that the goal of improved clinical outcomes in the short, medium, and long term is achieved.

To achieve this goal the Eastern Cape Department of Health decided to implement infrastructure improvement projects at various Health Facilities in the Nelson Mandela Bay Health District.

3.3. LIVINGSTONE PE PROVINCIAL HOSPITAL COMPLEX Overview

- The Livingstone Hospital precinct has 726 Beds, and the PE Provincial Hospital precinct has 249 Beds.
- Most of the Specialist Tertiary Services are in the Livingstone Hospital precinct and there is also an academic resource training Centre.
- The complex has 8 theatres.
- The Livingstone Hospital Accident & Emergency Centre has 100 beds. The long-term plan is to develop a new Theatre complex on top of the existing A & Centre and to improve the existing P-block to accommodate certain relocated Tertiary Specialist Services and wards. The National Department of Health has been approached to assist with that plan.
- Both the Livingstone Hospital and the PE Provincial Hospital buildings and infrastructure is old and require major revitalisation and continuous maintenance.
- To relieve pressure on the Dora Nginza Hospital, the PE Provincial Complex & Empilweni Hospitals have been identified as potential options where infrastructure improvements can be undertaken to accommodate certain level 1 District Hospital Services.
- Current active Infrastructure improvement projects in planning & procurement include:
 - The existing Accident & Emergency Department at PE Provincial Hospital – to be used for District Health Services.
 - The existing old Oncology building for the purposes of relocating and accommodating the ENT Specialist Tertiary OPD Services.
 - The existing PEPH M- Block Wards M4 – to be used for District Health Services.
 - The existing PEPH M- Block Wards M5 – to be used for District Health Services.
 - The existing PEPH M- Block M6 – to be used for District Health Services.
 - The completion of the incomplete works (ICU & Wards) previously included under the Cath lab Contract.
 - The existing P-Block at Livingstone Hospital – to be used to accommodate certain relocated Specialist Tertiary Services.
 - New Security Fencing improvements to PE Provincial Hospital
 - New Security Fencing improvements to 44 Park Drive Health Professionals Flats
 - Protea Health Professionals Flats – improvements to comply with building regulations.

4. OBJECTIVE OF THE PROPOSED INFRASTRUCTURE IMPROVEMENT SCHEME

The objective is to:

- Create a conducive space which accommodates the identified Health Care 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.
- Utilize innovative design and materials including Modular and or Alternative Building Technologies to save time and cost in the Infrastructure Delivery.

5. SCOPE OF INFRASTRUCTURE IMPROVEMENTS REQUIRED

5.1. INFRASTRUCTURE SCOPE AREAS:

The Brief and Scope of the proposed infrastructure Improvements required at LIVINGSTONE PE PROVINCIAL HOSPITAL COMPLEX in Nelson Mandela Bay Health District consist of the following:

- **Infrastructure Scope Area 1: Livingstone Hospital:** Infrastructure Improvements & Alterations to existing health professional accommodation vacant building. (Building area total = 2846 sqm)
- **Infrastructure Scope Area 2: Livingstone Hospital:** External & internal repairs & maintenance to Roof & facades, including floors, windows, doors, oxygen supply, electrical, mechanical, civil & water back-up supply and minor internal improvements, repairs to all ward buildings & support services buildings and security fencing and facilities maintenance management technical advice & support. (Total Site Area = 140 330.61 sqm)
- **Infrastructure Scope Area 3: PE Provincial Hospital:** External & internal repairs & maintenance to Roof & facades, including floors, windows, doors, oxygen supply, electrical, mechanical, civil & water back-up supply, repairs to all ward buildings & support services buildings and security fencing and facilities maintenance management technical advice & support. (Total Site Area = 68 515.49 sqm)
- **Facilities Maintenance Management:** Service Providers are also required to assist from time to time, as and when instructed to do so by the Client, the Livingstone PE Provincial Hospital Complex management, ETS (Engineering & Technical Services Directorate) Emergency Infrastructure Call Centre and Provincial Head Office with assessments, specifications, and production of pricing schedules and or Bills of Quantities, procurement of contractors-for emergency and or disaster related, planned and unplanned infrastructure improvements and maintenance related items that are reported to the Emergency Infrastructure Call Centre and Provincial Head Office by the facility. The values of these interventions may range from R30k to R999k, for emergency infrastructure improvements. For planned Infrastructure Improvements where the value exceeds R999k the percentage based PSP fee structure offered in this bid applies, and a formal FIDPM and procurement process will apply.
- **Limitation of Scope:** Current active Infrastructure improvement projects in planning & procurement here below do not form part of the scope and include:
 - Major Infrastructure improvement projects assigned to the National Department of Health which includes a new Theatre Complex and upgrades.
 - The existing Accident & Emergency Department at PE Provincial Hospital – to be used for District Health Services.

- The existing old Oncology building for the purposes of relocating and accommodating the ENT Specialist Tertiary OPD Services.
- The existing PEPH M- Block Wards M4 – to be used for District Health Services.
- The existing PEPH M- Block Wards M5 – to be used for District Health Services.
- The existing PEPH M- Block M6 – to be used for District Health Services.
- The completion of the incomplete works (ICU & Wards) previously included under the Cath lab Contract.
- The existing P-Block at Livingstone Hospital – to be used to accommodate certain relocated Specialist Tertiary Services.
- New Security Fencing improvements to PE Provincial Hospital
- New Security Fencing improvements to 44 Park Drive Health Professionals Flats
- Protea Health Professionals Flats – improvements to comply with building regulations.

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 FIDPM 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 have 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. Individual Companies which possess all 10 multi-discipline Built Environment Professional Members are also eligible to bid.*

**Note: In the event of a Single Operational Entity having all the Built Environment Disciplines to perform the services, the Schedules E1 & E2 may be amended to reflect the status as such.*

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 R6 million (R6 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 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 60 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 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

8.1. LIST 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 Scope Area 1: Livingstone Hospital: Infrastructure Improvements & Alterations to existing health professional accommodation vacant building. (Building area total = 2846 sqm)	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 Scope Area 2: Livingstone Hospital: External & internal repairs & maintenance to Roof & facades, including floors, windows, doors, oxygen supply, electrical, mechanical, civil & water back-up supply and minor internal improvements, repairs to all ward buildings & support services buildings and security fencing and facilities maintenance management technical advice & support. (Total Site Area = 140 330.61 sqm)	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 3	<ul style="list-style-type: none"> Infrastructure Scope Area 3: PE Provincial Hospital: External & internal repairs & maintenance to Roof & facades, including floors, windows, doors, oxygen supply, electrical, mechanical, civil & water back-up supply, repairs to all ward buildings & support services buildings and security fencing and facilities maintenance management technical advice & support. (Total Site Area = 68 515.49 sqm). 	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.	<p>Concept Stage 2 to Close Out Stage 7 – Time based fees apply as offered on SBD3.3.</p> <p>*Time-based Rates offered for the Feasibility FIDPM Stages shall also apply for any additional services (other than the Fixed & Percentage based services) required by the Client during FIDPM Stages 4-7</p>
------------------------------------	---	---	--

8.2. DESCRIPTION PER DISCIPLINE

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

8.3. Professional Services delivery sequence, duration and pricing method

- i. 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.
- ii. The Concept Stage 2 and Design Development Stage 3 PSP deliverables for all disciplines in relation to the identified Infrastructure Scope areas 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

Infrastructure Scope Area 1

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	As per SBD 3.3

Design Development Stage 3	Infrastructure Scope Area 1	Simultaneous	8	As per SBD 3.3
----------------------------	-----------------------------	--------------	---	----------------

Infrastructure Scope Areas 2 & 3

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 2 & 3	To be confirmed	To be confirmed but limited to be within the term of 60 months	To be confirmed
Design Development Stage 3	Infrastructure Scope Area 2 & 3	To be confirmed	To be confirmed but limited to be within the term of 60 months	To be confirmed

- iii. The sequence of implementation of the Infrastructure Improvements, alterations, and additions at facilities under Scope Areas 1 as one contract or multiple contracts shall be decided by the Employer on confirmation of the feasibility outcomes of the FIDPM Stages 2 & 3 and confirmation of budget.
- iv. Implementation or not of any of Infrastructure Improvements, alterations, and additions at facilities under Scope Areas 2 & 3 shall be decided by the Employer on confirmation of the feasibility outcomes of the FIDPM Stages 2 & 3 for facilities listed under Scope Area 1 and confirmation of budget.
- v. Facilities listed under Scope Area 1 may be substituted or extended by facilities listed under Scope Area 2 or 3 or vice versa from time to time, as and when required by the Health Department.
- vi. The Professional Service Provider will be appointed for the duration of the FIDPM Lifecycle of Infrastructure projects to be implemented at the identified facilities under Scope Area 1, 2 & 3 until the FIDPM Close-Out Stage 7 has been concluded at each facility. This includes any necessary FIDPM Lifecycle time related extensions.
- vii. 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

Infrastructure Scope Area 1

FIDPM Project life-cycle Stages	Infrastructure Scope Area 1	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 10,428,000.00	Chronological order	8	Fixed & % Based fee
Works Stage 5	Infrastructure Scope Area 1	R 10,428,000.00	Chronological order	72	Fixed & % Based fee
Handover Stage 6	Infrastructure Scope Area 1	R 10,428,000.00	Chronological order	8	Fixed & % Based fee
Close-out Stage 7	Infrastructure Scope Area 1	R 10,428,000.00	Chronological order	24	Fixed & % Based fee

Infrastructure Scope Area 2

FIDPM Project life-cycle Stages	Infrastructure Scope Areas 2 & 3	Estimated Infrastructure Improvement value *	Sequence of Delivery of Services in relation to the Infrastructure Scope Areas	Duration (weeks)	Pricing Method For all disciplines
Design Documentation Stage 4	Infrastructure Scope Area 2 & 3	To be confirmed on outcome of FIDPM Stages 2 & 3	To be confirmed	To be confirmed but limited to be within the term of 60 months	To be confirmed
Works Stage 5	Infrastructure Scope Area 2 & 3	To be confirmed on outcome of FIDPM Stages 2 & 3	To be confirmed	To be confirmed but limited to be within the term of 60 months	To be confirmed
Handover Stage 6	Infrastructure Scope Area 2 & 3	To be confirmed on outcome of FIDPM Stages 2 & 3	To be confirmed	To be confirmed but limited to be within	To be confirmed

				the term of 60 months	
Close-out Stage 7	Infrastructure Scope Area 2 & 3	To be confirmed on outcome of FIDPM Stages 2 & 3	To be confirmed	To be confirmed but limited to be within the term of 60 months	To be confirmed

- viii. 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.

8.4. 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).
 - d. For emergency and or disaster related, planned and unplanned infrastructure improvements and maintenance related items under Scope Area 2, during Concept Stage 2 to Close Out Stage 7 – Time based fees apply as offered on SBD3.3 for the Feasibility FIDPM Stages.
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, time sheets and copies of deliverables etc.

Part 2 – Fixed Fee and Percentage Based Fees

1. Bidders are required to offer a fixed 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 PSPs 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 and contour 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 PREFERENTIAL GOALS 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 1.1: Administrative Compliance / pre-qualification

The following criteria shall apply:

- a. The bid documentation must be completed comprehensively and correctly, especially the form of offer and acceptance.
- b. Declaration forms (SBD) for all 10 Discipline Specific Consortium members must be completed comprehensively, correctly and signed.
- c. 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.
- d. All Mandatory Returnable Schedules and information required therein to be completed in full and submitted.
- e. Bidders shall be Consortia with a Consortium Agreement and the name of the Consortium shall be the nominated Consortium Lead ENTERPRISE.
- f. Letter of Good Standing to be valid before the bid closing date.
- g. Where bidders fail to comply with the Evaluation Criteria for Stage 1.1 the bid will not proceed to Evaluation Criteria Stage 1.2

9.3. Evaluation Criteria for Stage 1.2: Administrative Compliance / pre-qualification

The following criteria shall apply:

- a. 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. *

**Note: In the event of a Single Operational Entity having all the Built Environment Disciplines to perform the services, the Schedules E1 & E2 may be amended to reflect the status as such.*

- b. 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 R6 million (Six 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.
- c. 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.

- d. 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).
- e. Only Bidders who complied with the Stage 1 Evaluation criteria may proceed to the Evaluation Stage 2.

9.4. Stage 2: Evaluation in terms of Price and Preferential Goals 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 PREFERENTIAL GOALS

In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Specific goals for this Bid and points claimed are indicated in the Tables 1 & 2 below.

Notes:

1. *Table 1 is to be completed by each of the Discipline Specific Built Environment Professional Services Providers by selecting the applicable discipline and providing the relevant information.*
2. *Table 2 is to be completed by the nominated Lead Consortium Member for JV's and Consortia for combined points claimed, or Multi-discipline Entities that have all Disciplines employed by the Entity by providing the relevant information.*

Table 1: To be completed by each of the Discipline Specific Built Environment Professional Services Provider Entities in respect of JV's and Consortia

PART I:	Choose by
Built Environment Professional Services Discipline	marking with an X
1. Consortium Leader (Professional Architect)	
2. Architectural Services	
3. Quantity Surveying Services	
4. Civil Engineering Services	
5. Structural Engineering Services	
6. Electrical & Electronic Engineering Services	
7. Mechanical & Electrical Engineering Services	
8. Principal Agent Services	
9. Construction Health & Safety Services	
10. SACPMP External Stakeholder Services	
Name of Discipline Specific Entity:	

PART 2: The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Historically Disadvantaged Individuals Ownership	20% (4)	
Women Ownership	20% (4)	
Youth Ownership	20% (4)	
Disability Ownership	20% (4)	
Locality Ownership (Name of Health District: Nelson Mandela Bay Health District)	20% (4)	
TOTAL	100% (20)	

Table 2: To be completed by the nominated Lead Consortium Member for JV's and Consortia for combined points claimed, or Multi-discipline Entities that have all Disciplines employed.

PART 1: Built Environment Professional Services Discipline	Choose by marking with an X
1. Consortium Leader (Professional Architect)	
2. Architectural Services	
3. Quantity Surveying Services	
4. Civil Engineering Services	
5. Structural Engineering Services	
6. Electrical & Electronic Engineering Services	

7. Mechanical & Electrical Engineering Services		
8. Principal Agent Services		
9. SACPCMP Construction Health & Safety Services		
10. SACPCMP External Stakeholder Services		
Name of Discipline Specific Entity:		
PART 2: The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Historically Disadvantaged Individuals Ownership	20% (4)	
Women Ownership	20% (4)	
Youth Ownership	20% (4)	
Disability Ownership	20% (4)	
Locality Ownership (Name of Health District: Nelson Mandela Bay Health District)	20% (4)	
TOTAL	100% (20)	

Step 3: Calculation of total points scored for price and PREFERENTIAL GOALS

1. The points scored for price must be added to the points scored for PREFERENTIAL GOALS 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.

9.5. 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	Signed Consortium Agreement		
Schedule F	Proof of CSD Registration of All Consortium Members		
Schedule G	Copy of letter of Good Standing with Compensation for Occupational and Injuries Disease Act (COIDA/FEM) REGISTRATION CERTIFICATE		
Schedule H	Proof of Professional Indemnity Insurance Documents		
Schedule I	Proof of Experience of the Consortium Leader / Principal Consultant - Copies of Practical Completion Certificates (Total Value of R6m)		
Schedule J	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 K	Confirmation of Receipt of Addenda to Bid Documents		
Schedule L	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 L
- d. Contract Data – Annexure E
- e. All other relevant returnable Schedules A – L

12. ANNEXURES & RETURNABLE SCHEDULES

ANNEXURE A –INFRASTRUCTURE SCOPE DESCRIPTIONS & SITE DIAGRAMS

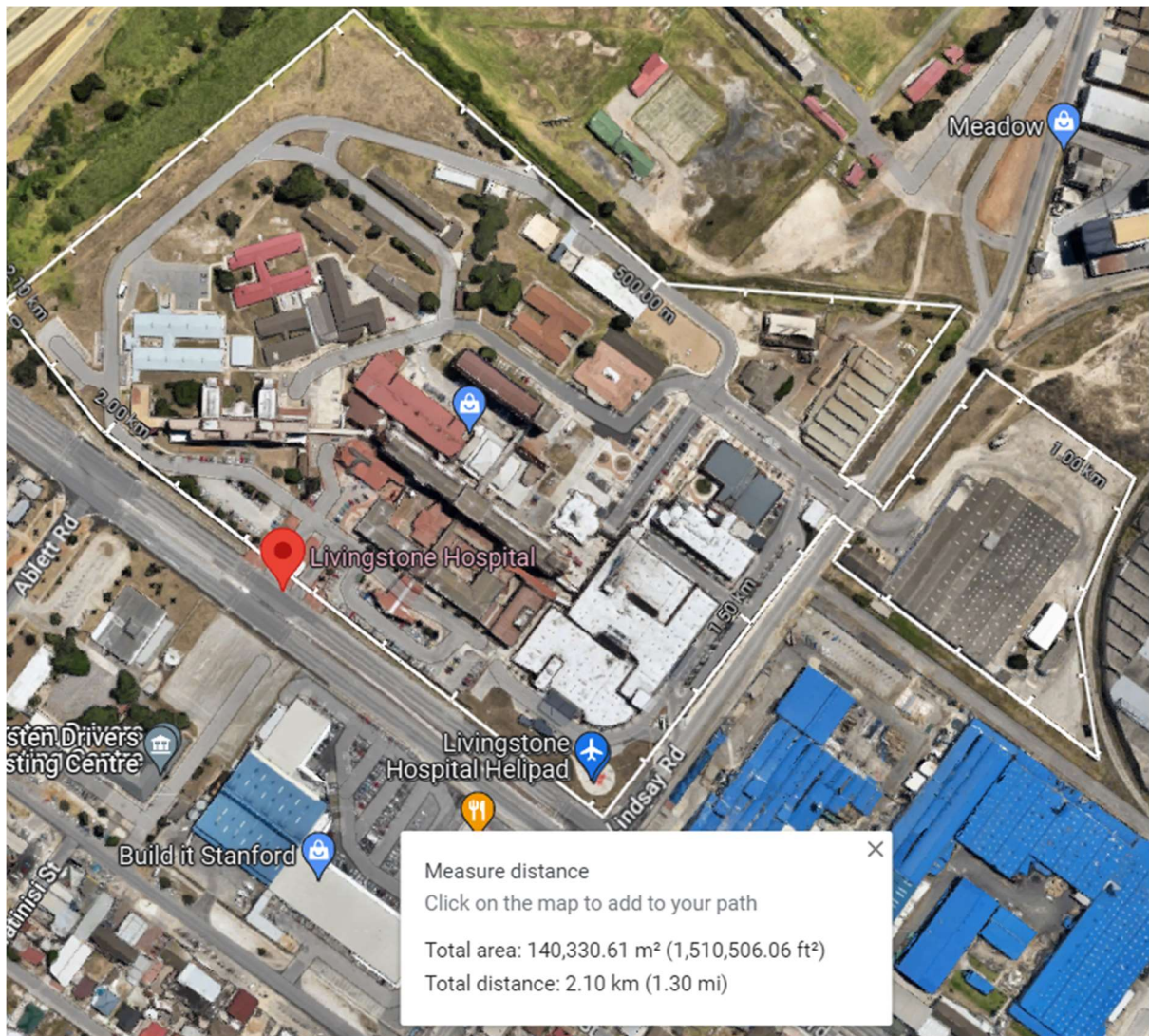
SCOPE AREA 1 DESCRIPTION & SITE DIAGRAMS

The Brief and Scope of the proposed infrastructure Improvements required at LIVINGSTONE PE PROVINCIAL HOSPITAL COMPLEX in Nelson Mandela Bay Health District consist of the following:

- **Infrastructure Scope Area 1: Livingstone Hospital:** Infrastructure Improvements & Alterations to existing health professional accommodation vacant building. (Building area total = 2846 sqm)
- **Infrastructure Scope Area 2: Livingstone Hospital:** External & internal repairs & maintenance to Roof & facades, including floors, windows, doors, oxygen supply, electrical, mechanical, civil & water back-up supply and minor internal improvements, repairs to all ward buildings & support services buildings and security fencing and facilities maintenance management technical advice & support. (Total Site Area = 140 330.61 sqm)
- **Infrastructure Scope Area 3: PE Provincial Hospital:** External & internal repairs & maintenance to Roof & facades, including floors, windows, doors, oxygen supply, electrical, mechanical, civil & water back-up supply, repairs to all ward buildings & support services buildings and security fencing and facilities maintenance management technical advice & support. (Total Site Area = 68 515.49 sqm)
- **Facilities Maintenance Management:** Service Providers are also required to assist from time to time, as and when instructed to do so by the Client, the Livingstone PE Provincial Hospital Complex management, ETS (Engineering & Technical Services Directorate) Emergency Infrastructure Call Centre and Provincial Head Office with assessments, specifications, and production of pricing schedules and or Bills of Quantities, procurement of contractors-for emergency and or disaster related, planned and unplanned infrastructure improvements and maintenance related items that are reported to the Emergency Infrastructure Call Centre and Provincial Head Office by the facility. The values of these interventions may range from

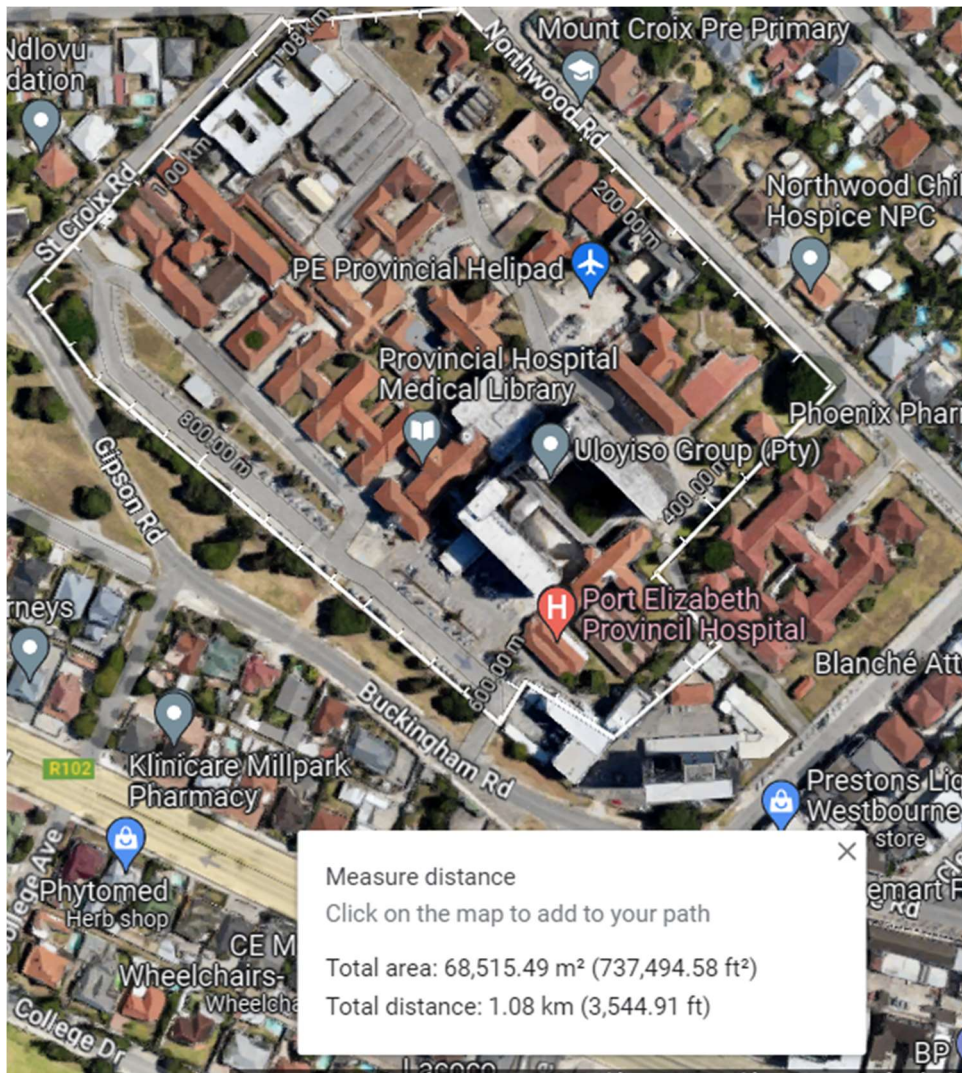
R30k to R999k, for emergency infrastructure improvements. For planned Infrastructure Improvements where the value exceeds R999k the percentage based PSP fee structure offered in this bid applies, and a formal FIDPM and procurement process will apply.

- **Limitation of Scope:** Current active Infrastructure improvement projects in planning & procurement here below do not form part of the scope and include:
 - Major Infrastructure improvement projects assigned to the National Department of Health which includes a new Theatre Complex and upgrades.
 - The existing Accident & Emergency Department at PE Provincial Hospital – to be used for District Health Services.
 - The existing old Oncology building for the purposes of relocating and accommodating the ENT Specialist Tertiary OPD Services.
 - The existing PEPH M- Block Wards M4 – to be used for District Health Services.
 - The existing PEPH M- Block Wards M5 – to be used for District Health Services.
 - The existing PEPH M- Block M6 – to be used for District Health Services.
 - The completion of the incomplete works (ICU & Wards) previously included under the Cath lab Contract.
 - The existing P-Block at Livingstone Hospital – to be used to accommodate certain relocated Specialist Tertiary Services.
 - New Security Fencing improvements to PE Provincial Hospital
 - New Security Fencing improvements to 44 Park Drive Health Professionals Flats
 - Protea Health Professionals Flats – improvements to comply with building regulations.



Livingstone Hospital Precinct

-33.92522989453439, 25.569652967769223



PE Provincial Hospital Precinct

-33.958516056802665, 25.59992332885348

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 markets 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

person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which

may be due to him

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of Liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

	(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	<p>31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice</p> <p>31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.</p>
32. Taxes and duties	<p>32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.</p> <p>32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.</p> <p>32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.</p>
33. National Industrial Participation Programme (NIP)	33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34 Prohibition of Restrictive practices	<p>34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).</p> <p>34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.</p>

- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Js General Conditions of Contract (revised July 2010)

ANNEXURE C – (SCC) SPECIAL CONDITIONS OF CONTRACT

1. The Special Conditions of Contract (SCC) supplements the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.
2. The Bid Document including the Mandatory Returnable Schedules, Terms of Reference and Annexures forms the basis of the Special Conditions of Contract (SCC) and must be read together with the General Conditions of Contract.
3. The following Special Conditions of Contract (SCC) apply:
 - Clause 7. Performance Security
 - Clause 7.5 No performance security required on this Contract.
 - Clause 10. Delivery and documents
 - Clause 10.3 The content and format of reporting (documents and drawings) of the Condition and Feasibility Assessment Reports shall comply with the relevant GIAMA guidelines.
 - Clause 11. Insurance
 - Clause 11.2 The Service provider shall take out a minimum insurance policy for Professional Indemnity for Architectural, Quantity Surveying, Geotechnical investigation, Civil & structural engineering is R5million in respect of each claim, without limit to the number of claims.
 - Clause 11.3 The Service provider shall take out a minimum insurance policy for Professional Indemnity for Occupational Health and Safety Agents (Consultants), Social Facilitation, Electrical, Mechanical Engineering is R3million in respect of each claim.
 - Clause 11.4 Or twice your estimated fees, whichever is the highest, and shall
 - within 10 days of signature of this Contract, provide a certificate of such insurance from a registered Financial Service Provider.
 - Clause 11.5 In the case of a Consortium or Joint Venture, each member of the
 - Consortium or a Joint Venture shall have a separate minimum professional indemnity insurance cover in accordance with clauses 11.2 & 11.3 above.
 - Clause 11.6 The Service provider shall maintain the professional indemnity insurance policy for the duration of the Service provider's liability in terms of this Contract and shall from time to time at the Employer's request, provide a
 - certificate of insurance.
 - Clause 11.7 The service provider hereby cedes and assigns his/her right to claim, under its professional indemnity insurance policy to the Department of Health for the duration of the Service provider's liability. The cession of rights to the Department of Health does not preclude the service provider from claiming directly from its insurances.
 - Clause 11.8 The employer may, at any time during the project and after the consideration of the risk associated with the project, apply retention of 5% of each outstanding invoice.
 - Clause 16. Payment
 - Clause 16.1 The Employer may be liable for default interest rate at the repo rate plus 2% applicable from time to time should payment not be being made within thirty (30) days from the due date.

- Clause 16.2 The applicable rates for disbursements shall be in accordance with the Terms of Reference of the Bid Document and Pricing Schedules (SBD 3.3).
 - Clause 16.3 Where reimbursable items are not covered by Clause 16.2 above, or the Department of Public Works' Rate of Reimbursable Expense, the relevant applicable gazetted guideline on "expenses and cost" shall become applicable.
 - Clause 16.4 The Employer shall only be liable for the travel related disbursement claim from base town (As per information on SBD 1) to the project site and other locations as prescribed by the Employer.
 - Clause 16.5 The employer shall not be liable for additional fees occasioned by a service provider's negligent act or omission in the performance of the services.
 - Clause 16.6 The Service provider shall render monthly invoices to the Employer reflecting actual services rendered and deliverables completed in terms of this contract, coupled with any other original supporting documentation, as may be required by the employer.
 - Clause 16.7 Billing for services rendered during the construction stage shall be based on the value of work done by the contractor as opposed to the estimated fees.
 - Clause 16.8 Subject to clause 14.8, fees arising from the extension of construction period shall be negotiated and agreed upon by the parties in writing.
 - Clause 16.9 Employer shall be entitled to apply a set-off in circumstance where it has a legitimate and liquid claim against the Service provider from which a valid invoice has been received.
 - Clause 16.10 The Employer reserves the right to demand a valid Tax Clearance Certificate prior to making any payment to the Service Provider, should it become aware that the tax clearance certificate has expired.
 - Clause 16.11 The Service Provider shall submit the valid Tax Clearance Certificate within fifteen (15) working days or any extended period, from the date of expiry of the Tax Clearance Certificate.
- Clause 17 Prices
 - Clause 17.1 "Contract Sum" means the bid amount, inclusive of tax, as accepted by the Employer and stated in the Form of Offer and Acceptance that is not subject to adjustment. This amount is never varied or adjusted and stays fixed, to allow us to have some benchmark from where we can measure variance (difference between planned vs actual value).
 - Clause 17.2 "Contract Value" means a monetary value that initially is equal to the contract sum that is subject to adjustment. The word contract value represents the current/actual obligation the Employer has towards the Service Provider. This amount varies and is adjusted in respect of certain defined categories of circumstances.
 - Clause 17.4 Circumstances that would entitle a Service Provider to receive an adjustment of the contract value:

- Clause 17.4.1 Adjustments as a result of Contract Instructions issued by the Administrator of the contract for additional work.
 - Clause 17.4.2 Adjustment of provisional work. A Budgetary allowance, also referred to as a “Provisional sum” is defined as an allowance, estimated by the Employer and inserted in the Pricing Schedule (SBD 3.3) for specific elements of the services that is not yet defined in enough detail for bidders to price.
 - Clause 17.4.3 Where there is provisional work in the priced document, such value shall be omitted, and the actual value of work as executed shall be added to the contract value.
 - Clause 17.4.4 Adjustment of the % Based Fee Value because the Contract Value of the awarded Construction Contract is different from the estimated Construction value used for bidding purposes.
 - Clause 17.4.5 Adjustment for additional expenses or loss which is not the Service Provider’s fault or responsibility. It allows for compensation of expense or loss that was not provided for or required in terms of the contract sum.
- Clause 22. Penalties
 - Clause 22.2 If due to his/her negligence, or for reason within his/her control, the service provider does not perform the services within in the period of performance, the employer shall without prejudice to his/her other remedies under de contract or in law, be entitled to levy a penalty for everyday or part thereof, which shall elapse between the end of the period specified for performance, or an extended period of performance, and the actual date of completion. Minimum penalty prescribed at R1 500,00 per day or 1% of the total professional fees, whichever is the greater. Notwithstanding the prescribed minimum penalty, the Employer reserves the right to claim the actual cost incurred as a result of the breach, from the date of failure to rectify the default.
- Clause 23 Termination for default
 - Clause 23.8 Force Majeure default notice period is 14 days.
 - Clause 23.9 In the event that either party:
 - 23.9.1 commits an act of insolvency; or
 - 23.9.2 is placed under a provisional or final winding-up or judicial management order; or
 - 23.9.3 is placed under or applied for business rescue; or
 - 23.9.4 makes an assignment of more than 25% of either its right and/or its obligation for the benefit of the third arty without the written consent of either party; or
 - 23.9.5 the Service provider is not professionally registered or changes directorship during the project, resulting in the contravention of any professional statutory requirement; or
 - 23.9.6 fails to satisfy or take steps to have set aside any judgment taken against it within 14 (Fourteen) business days after such judgment has come to its notice.

- Clause 23.10 If the deliverable or part thereof or the report are not to the satisfaction of the Employer, the default notice period shall be 14 days.
- Clause 23.11 Upon termination of this contract pursuant to clauses 23.9 and 23.10, the employer shall remunerate the service provider in terms of the contract for services satisfactorily performed prior to the effective date of termination.
- Clause 23.12 If the Service Provider commits any breach of this Contract and fails to remedy such breach within 14 days ("Notice Period") of written notice requiring the breach to be remedied, then the Employer will be entitled, at its option – to:
 - 23.12.1 claim immediate specific performance of any of the Service Provider obligations under this Contract, with or without claiming damages, whether or not such obligation has fallen due for performance and to require the Service Provider to provide security to the satisfaction of the Employer for the Service Provider obligations; or
 - 23.12.2 to suspend further payments to the Service Provider; or
 - 23.12.3 in the event of emergency, to appoint temporary Service Provider(s) to rectify the breach, in which event the Service Provider shall be held liable for costs incurred in rectifying the breach; or.
 - 23.12.4 to cancel this Contract, with or without claiming damages, in which case written notice of the cancellation shall be given to the Service Provider, and the cancellation shall take effect on the giving of the notice.
- Clause 23.13 Neither Party shall be entitled to cancel this Contract unless the breach is a material breach. A breach will be deemed to be a material breach if –
 - 23.13.1 it is capable of being remedied, but is not so remedied within the Notice Period; or
 - 23.13.2 it is incapable of being remedied and payment in money will compensate for such breach, but such payment is not made within the Notice Period.
- Clause 23.14 Should Employer give notice of termination of this Contract in terms of this Clause 23 then, notwithstanding any dispute about the validity or efficacy of such notice, the Service provider shall immediately cease any work.
- Clause 27. Settlement of Disputes
 - Clause 27.6 Without detracting from a party's right to institute action or motion proceedings in the High Court or any court of competent jurisdiction in respect of any dispute that may arise out of or in connection with this contract, the parties may, by mutual consent, follow the Mediation and/or Arbitration procedure as set out in clause 12.4 and 12.5 below.
 - Clause 27.7 Notwithstanding any provisions of this contract, any party may approach any court of competent jurisdiction, on an urgent basis, without first exhausting the Mediation and/or Arbitration procedure referred to in this contract.
 - Clause 27.8 Negotiation

- 27.8.1 Should any dispute, disagreement claim arises between the parties (“the dispute”) concerning this contract, the parties shall try to resolve the dispute by negotiation. This entails that one party invites the other party in writing to meet and attempt to resolve the dispute within 5 (Five) days from the date of the written invitation.
 - 27.8.2 The Parties undertake to extensively consult with each other in the event of a dispute and to use their best endeavours to resolve such dispute amongst themselves without recourse to litigation.
- Clause 27.9 Mediation
 - 27.9.1 In the event of any dispute arising between the parties, either party may declare a dispute by notice to the other party.
 - 27.9.2 Prior to litigation in terms of clause 27.9.1 above or submission of dispute to arbitration in accordance with clause 27.9.5 below, the matter may first be referred for mediation before the mediator appointed by contract between the parties to the dispute and failing an contract within 10 (ten) business days of the demand for mediation, then any party to the dispute shall be entitled to forthwith call upon a duly authorised representative of the relevant professional statutory body to nominate the mediator.
 - 27.9.3 The mediator shall have absolute discretion in the way the mediation proceedings shall be conducted.
 - 27.9.4 The mediator shall deliver a copy of his/her reasoned opinion to each party within twenty-one (21) days of his/her appointment.
 - 27.9.5 The opinion so expressed by the mediator shall be final and binding on the parties, unless either party within twenty-one (21) days of the delivery of the opinion, notifies the other party of its unwillingness to accept the said opinion, in which event the dispute may be referred to arbitration or to any competent court with jurisdiction.
 - 27.9.6 The costs of mediation shall be determined by the mediator and shall be borne equally by the parties and shall be due and payable to the mediator on presentation to them of his/her written account.
- Clause 27.10 Arbitration
 - 27.10.1 In the event of the parties, or any of them, failing to accept the ruling of the mediator and subject to clause 27.7 above, the matter in dispute may be referred to arbitration, by written agreement between the parties. The arbitrator shall at the written request of either party be appointed by the secretary of the Arbitration Foundation of Southern Africa (“AFSA”). The arbitration shall be conducted in accordance with the AFSA Commercial Rules, which arbitration shall be administered by AFSA.
 - 27.10.2 Should AFSA, as an institution, not be operating at that time or not be accepting requests for arbitration for any reason, then the arbitration shall be conducted in accordance with the AFSA rules for commercial arbitration (as last applied by AFSA) before an arbitrator appointed by contract between the parties to the dispute or failing contract within 10 (ten) business days of the demand for arbitration, then any party to the dispute shall be entitled to forthwith call upon

the chairperson of the Johannesburg Bar Council to nominate the arbitrator, provided that the person so nominated shall be an advocate of not less than 10 (ten) years standing as such. The person so nominated shall be the duly appointed arbitrator in respect of the dispute. In the event of the attorneys of the parties to the dispute failing to agree on any matter relating to the administration of the arbitration, such matter shall be referred to and decided by the arbitrator whose decision shall be final and binding on the parties to the dispute.

- 27.10.3 Any party to the arbitration may appeal the decision of the arbitrator or arbitrators in terms of the AFSA rules for commercial arbitration.
- 27.10.4 Nothing herein contained shall be deemed to prevent or prohibit a party to the arbitration from applying to the appropriate court for urgent relief.
- 27.10.5 Any arbitration in terms of this clause 12.5 (including any appeal proceedings) shall be conducted in camera and the Parties shall treat as confidential details of the dispute submitted to arbitration, the conduct of the arbitration proceedings and the outcome of the arbitration.
- 27.10.6 This clause 27 will continue to be binding on the Parties notwithstanding any termination or cancellation of the Contract.
- 27.10.7 The Parties agree that the written demand by a party to the dispute in terms of clause 27.10.1 that the dispute or difference be submitted to arbitration is to be deemed to be a legal process for the purpose of interrupting extinctive prescription in terms of the Prescription Act, 1969.
- 27.10.8 The costs of arbitration shall be determined by the arbitrator or AFSA and shall be borne equally by the parties and shall be due and payable to the arbitrator on presentation to them of his/her written account.
- 27.10.9 Should any one party fail to pay its share of any administration fee or cost when requested by the AFSA Secretariat, that party shall automatically be excluded to participate in the arbitration process so long as that party is in default of payment. Where one party is excluded by reason of default, the Secretariat will revise the fees payable by the remaining party to cover all costs and expenses, subject to the right of the paying party to recover, if so ordered by the arbitrator, from the non-paying party.
- 27.10.10 Under no circumstances should the matter proceed to arbitration without a written notice to the other party, irrespective of the fact that the party is legally represented. The notice referred to herein shall be transmitted fifteen (15) days prior to the date of the hearing.

- Clause 35. Reporting Requirements and Approval Procedure
 - Clause 35. 1 During the Feasibility Stages FIDPM Stages 2 & 3, the Service Provider shall report weekly to the Employer via the MS Teams Virtual

- Platform and or physically face to face on an agreed day and time and submit weekly progress reports on services rendered by all 10 Consortium Members.
- Clause 35.2 During the FIDPM Stages 4, the Service Provider shall report 2 - weekly to the Employer via the MS Teams virtual Platform and or face to face physical meeting on an agreed day and time and submit weekly progress reports on services rendered by all 10 Consortium Members.
 - Clause 35.3 The Service Provider shall submit monthly progress reports, cost reports, cashflows and labour reports on the agreed date over and above site and technical meeting minutes required by the JBCC.
 - Clause 35.4 Notwithstanding any other requirements, the Service Provider shall submit a monthly report covering progress (programme, delays, scope change, critical path, etc.), costs (expenditure, cashflow, variation orders, etc.), milestones, socio economic achievements (number of jobs created, use of SMMEs, interns, etc.), challenges and achievements.
- Clause 36 Use of reasonable skill and care
 - Clause 36.1 It will be expected of the Service Provider to apply reasonable skills and due diligence in the execution of the duties stipulated.
 - Clause 36.2 Although the Service Provider's documents and recommendations may be scrutinised by the Employer, this shall in no way relieve him of his/her professional responsibility for the proper and prompt execution of his/her duties. During assessment of any existing facilities, which may have a direct bearing on the assignment, the Service Provider shall determine deficiencies in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), the SANS 10400, etc. and recommend measures to rectify them.
 - Clause 37 Ownership of Documents and Copyright
 - Clause 37.1 In the event that, and as soon as, any Intellectual Property rights, particularly, but without limitation, copyright, come into existence in respect of documents on which the Services Provider works, this clause serves as an automatic assignment of all rights to any Intellectual Property in all works created during the course of the Services Provider's appointment in terms of this Contract to the Employer.
 - Clause 37.2 The above assignment shall be of all Intellectual Property rights, including, but without limitation, copyright, which came into existence along with all accrued rights therein, including the right to sue for infringement, which may have taken place prior to the date of recording any such assignments. The rights in or to the Intellectual Property, as well as all the rights to any Intellectual Property in all works created during the Service provider's appointment in terms of this Contract will vest in the Employer.
 - Clause 37.3 The Service Provider shall, if and when so required by the Employer, and at the expense of the Employer, apply or join in applying for the registration of appropriate protection in respect of the Intellectual Property on behalf of the Employer and will, at the expense of the Employer, execute all documents and do all things necessary for vesting the protection

and all right, title and interest in respect of the Intellectual Property in the Employer or in any person which the Employer may specify.

- Clause 38 Administration of the Contract
 - Clause 37.1 The Employer shall appoint an Administrator of the Contract who shall be a built environment registered professional from within the Health Department's Infrastructure Unit.
 - The Administrator of the Contract shall be carrying out the obligations assigned to him or her in terms of the Contract with due diligence and care.
- Clause 39 Duration of the Contract & extensions
 - Clause 39.1 The Professional Service Providers will be appointed for the duration of all the Infrastructure Scope area projects, which incorporates any necessary project related extensions.
 - Once appointed, Service Providers 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.
 - Extension of the Contract period, by way of a contract instruction from the Administrator of the Contract does not constitute an amendment of the Contract as the professional services are required until the objective of the Infrastructure Improvements on all the Scope Areas have been achieved, as it is linked to the FIDPM project lifecycle.

ANNEXURE D – CONTRACT DATA

Part 1: Contract Data provided by the Employer

The Contract Data provided by the Employer is contained in the following Annexures and Schedules listed in the bid document and attached hereto:

- General Conditions of Contract (GCC) - Annexure B.
- Special Conditions of Contract (SCC) – Annexure C
- Form of Offer and Acceptance – Schedule L

Part 2: Contract Data provided by the Service Provider

The Contract Data provided by the Service Provider is contained in the following Mandatory returnable schedules listed in the bid document and attached hereto:

- SBD 1 – Service Provider Information - Schedule A
- SBD 3.3 - Pricing Schedule – Schedule B
- Signed Consortium Agreement – Schedule E1 & E2
- Proof of Professional Indemnity Insurance Documents – Schedule H
- 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 J
- Form of Offer and Acceptance – Schedule L