



public works

Department:

Public Works

PROVINCE OF KWAZULU-NATAL

WIMS NUMBER : 074448/0001

TENDER NO : ZNTU_074448_Multi_PSP

DESCRIPTION OF SERVICE : THE APPOINTMENT OF MULTI DISCIPLINE
PROFESSIONAL SERVICE PROVIDER FOR WIMS
074448 – EMPANGENI EMS – DEPARTMENT OF
HEALTH – MAJOR REPAIRS TO BUILDING AND
SERVICES

TENDER CLOSING DATE : 7 DECEMBER 2020 @ 11AM

Directorate: North Coast Region
Private Bag X 42
LA and Administrative Complex
Prince Mangosuthu Street
ULUNDI
3838

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

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**SECTION A
INVITATION TO BID**

DESCRIPTION:

**THE APPOINTMENT OF MULTI DISCIPLINE PROFESSIONAL SERVICE PROVIDER FOR
WIMS 074448 – EMPANGENI EMS – DEPARTMENT OF HEALTH – MAJOR REPAIRS TO
BUILDING AND SERVICES**

WIMS Number: 074448/0001

CLOSING DATE: 7 December 2020

CLOSING TIME: 11H00AM

Compulsory Briefing: None

Bid Document Amount: R 270.000

A nonrefundable

fee is to be deposited at the following banking details:

NAME: KZN PROV GOV- WORKS, BANK: ABSA, ACCOUNT NO:4072485515: ACCOUNT TYPE:CURRENT ACCOUNT,
BRANCH:630495 (CHATTERTON ROAD), REFERENCE NUMBER:14019639NO QUOTATION DOCUMENT WILL BE ISSUED
UNLESS A DEPOSIT SLIP/ PROOF OF PAYMENT IS PROVIDED.

Tender Validity: 84 Calendar Days

The successful bidder will be required to fill in and sign a written Contract Form

BID DOCUMENTS MAY BE POSTED TO

KZN Department of Public Works
North Coast Region
Administrative Building (1st Floor, Zone 1)
Prince Mangosuthu Street
ULUNDI
3838

Tender Box 1

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

The bid box is generally open 8 hours a day, 5 days a week (normal office hours)

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

THIS QUOTATION IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.

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

NAME OF BIDDER
POSTAL ADDRESS
STREET ADDRESS
TELEPHONE NUMBER	CODE.....NUMBER.....
CELLPHONE NUMBER

FACSIMILE NUMBER CODENUMBER.....
E-MAIL ADDRESS
VAT REGISTRATION NUMBER
SIGNATURE OF BIDDER
DATE
CAPACITY UNDER WHICH THIS BID IS SIGNED

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Department : KZN - Department of Public Works
Contact Person : Mandla Nkosi
Tel : 035 8742080
E-mail address : Mandla.nkosi@kznworks.gov.za

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Department : KZN - Department of Public Works
Contact Person : E Crafford
Tel : 035 874 3349 / 0832754006
E-mail address : evertc@sivest.co.za

SECTION B

SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF FORMS

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

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

SECTION C

REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

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

CSD Number

SECTION D
DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE IS CORRECT
AND UP TO DATE
(To be completed by bidder)

THIS IS TO CERTIFY THAT I (name of bidder/authorised representative).....

....., WHO REPRESENTS (state name of bidder).....

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

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

.....
NAME OF BIDDER

.....
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

DATE:.....

SECTION E DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative:
.....

2.2 Identity Number:.....

2.3 Position occupied in the Company (director, trustee, shareholder², member):
.....

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:
.....

2.5 Tax Reference Number:
.....

2.6 VAT Registration Number:
.....

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

2.7 Are you or any person connected with the bidder **YES / NO**
presently employed by the state?

2.7.1 If so, furnish the following particulars:

¹"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

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

Name of person / director / trustee / shareholder/ member:
Name of state institution at which you or the person
connected to the bidder is employed :
Position occupied in the state institution:

Any other particulars:
.....
.....
.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? YES / NO

2.7.2.1 If yes, did you attach proof of such authority to the bid document? YES / NO

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

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

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? YES / NO

2.8.1 If so, furnish particulars:
.....
.....
.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? YES / NO

2.9.1 If so, furnish particulars.
.....
.....
.....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? YES/NO

2.10.1 If so, furnish particulars.
.....
.....
.....

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? YES/NO

2.11.1 If so, furnish particulars:

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

3 Full details of directors / trustees / members / shareholders.

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

4 DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS

DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

SECTION F
FORM OF OFFER AND ACCEPTANCE

Offer

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

THE APPOINTMENT OF MULTI DISCIPLINE PROFESSIONAL SERVICE PROVIDER FOR WIMS 074448 – EMPANGENI EMS – DEPARTMENT OF HEALTH – MAJOR REPAIRS TO BUILDING AND SERVICES

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

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

The offered price inclusive of value added tax, is

R (in figures)

.....

..... **Rand** (in words)

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

THIS OFFER IS MADE BY THE FOLLOWING LEGAL ENTITY: (cross out block which is not applicable)

Company or close corporation: and: whose registration number is: and: whose income tax reference number is:

OR

Natural person or partnership: whose identity number(s) is/are: whose income tax reference number is/are:

AND WHO IS (if applicable):

Trading under the name and style of:
--

AND WHO IS:

Represented herein, and who is duly authorised to do so, by: Mr/Mrs/Ms: In his/her capacity as: 	Note: A resolution / power of attorney, signed by all the directors / members / partners of the legal entity must accompany this offer, authorising the representative to make this offer.
--	--

SIGNED FOR THE TENDERER:

Name of representative	Signature	Date

WITNESSED BY:

Name of witness	Signature	Date

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

.....

.....

Other contact details of the Tenderer are:

Telephone no: Cellular phone no:

Fax no:

Postal address:

Banker: Branch:

Acceptance

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

The terms of the Contract are contained in:

- Part C1 Agreements and Contract Data, (which includes this agreement)
- Part C2 Pricing Data
- Part C3 Scope of Services

and documents or parts thereof, which may be incorporated by reference into Parts C1 to C3 above.

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

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

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

For the Employer:

Name of signatory	Signature	Date

Name of Organisation:	Department of Public Works
Address of organisation:	

Witnessed by:

Name of witness	Signature	Date

SECTION G SPECIFICATIONS AND EVALUATION

THE APPOINTMENT OF MULTI DISCIPLINE PROFESSIONAL SERVICE PROVIDER FOR WIMS 074448 – EMPANGENI EMS – DEPARTMENT OF HEALTH – MAJOR REPAIRS TO BUILDING AND SERVICES

1. BACKGROUND

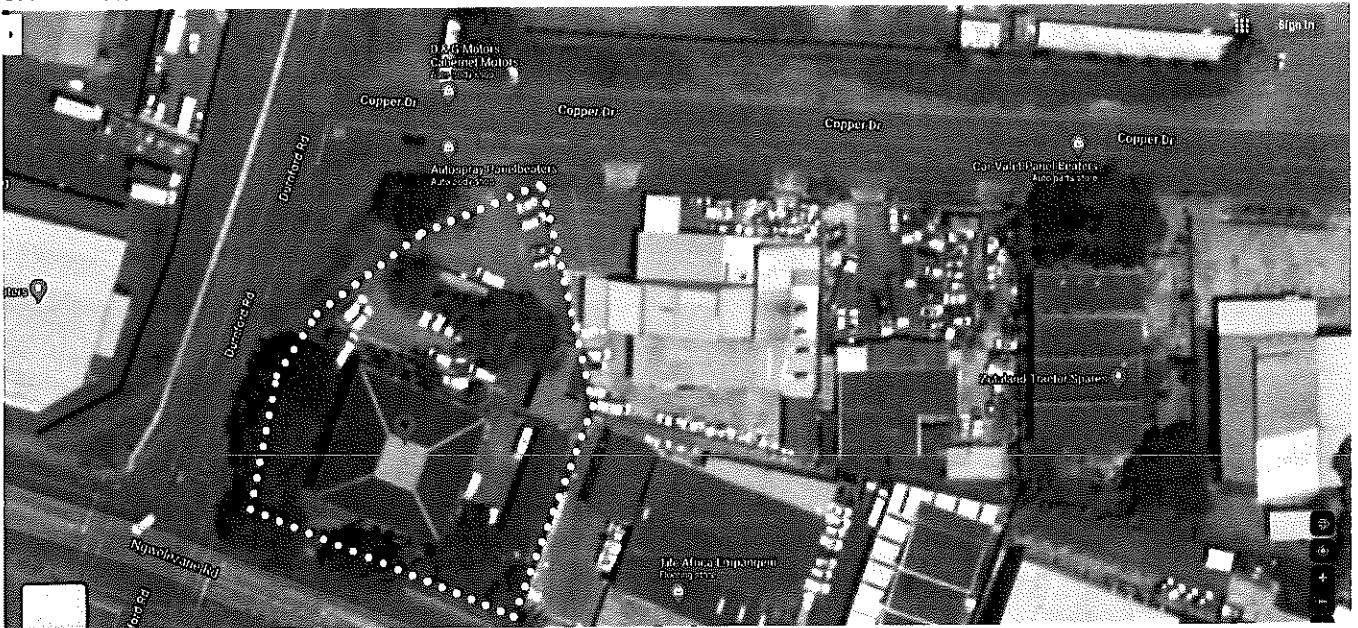
The Empangeni EMS Station is located in the North Coast Region, King Cetshwayo District Municipality, within uMhlatuze Local Municipality, with GPS Co-ordinates -28.776311, 31.893508. The property is erf 78 located on the corner of Ngwelezane and Durnford Road in Empangeni, Khuleka.

2. PURPOSE

To appoint a Multi Discipline Professional Service Provider to undertake FIDPM implementation stages 2 to 8 for the project.

3. SCOPE OF WORK/SPECIFICATION

3.1 Site Plan



3.2 Scope of Works

a) Implementation of the Project as per FIDPM Stage requirements **(Refer to Appendix C)**

<ul style="list-style-type: none"> • Stage 2 – Project Feasibility Assessment and Concept Design – Approval by the Department of Health – HIAC committee • Stage 3 – Detailed Design – Approval by the Department of Health – HIAC committee and Department of Public Works (DRC) • Stage 4 – Tender Document Production – Approval by the Department of Health – HIAC committee 	4 Months
<ul style="list-style-type: none"> • Stage 5 – Construction Monitoring 	10 months
<ul style="list-style-type: none"> • Stage 6 – Retention Period 	12 months
<ul style="list-style-type: none"> • Stage 7 – Project handover • Stage 8 – Project Closeout 	1 month
	27 Months

3.3 Pricing Schedule to be complete by bidder and transfer to form of offer

The pricing schedule should include all activities to be performed by the Professional Service Providers for FIDPM stage 2 – 8 as outlined for remunerations in line with duties of the Gazetted

- Architect - SACAP Board notice 122 of 2015
- Quantity surveyor- SACQSP Gazette Notice 170 of 2015
- Mechanical Engineer- ECSA Gazette 34875 Board Notice 206 of 2011
- Electrical Engineer- ECSA Gazette 34875 Board Notice 206 of 2011
- Structural Engineer - ECSA Gazette 34875 Board Notice 206 of 2011
- Civil Engineer- ECSA Gazette 34875 Board Notice 206 of 2011

Disbursement reimbursement in accordance with the prevailing tariffs laid down by National Department of Public Works will be made in respect of the costs of copies of drawings and of typing and copying of Reports and Specifications but not for typing and copying of minutes of meetings, general correspondence, payments, postage, etc.

Reimbursement in accordance with the prevailing tariffs laid down by National Department of Public Works will be made in respect of travel costs.

Please note that travelling costs may only be claimed when the site of the Works is beyond a 50 kilometre radius from your place of practice or when, for official purposes, the return trip exceeds 50 kilometres.

Traveling reimbursement is as per National Department of Public Works rates, table 3, and should not exceed the vehicle capacity of 2150cc

NO.	DESCRIPTION	Item	% Fees including discount offered	AMOUNT
Estimated Construction Cost R 5,000,000 (excluding VAT)				
1	Architect Fees (Principal Agent) based on SACAP Board notice 122 of 2015 for project	R 5,000,000	%	R
2	Quantity surveyor fees based on SACQSP Gazette Notice 170 of 2015	R 5,000,000	%	R
3	Structural and Civil Engineer fees based on ECSA Gazette 34875 Board Notice 206 of 2011	R 1,000,000	%	R
4	Mechanical Engineer fees based on ECSA Gazette 34875 Board Notice 206 of 2011	R 500,000	%	R
5	Electrical Engineer fees based on ECSA Gazette 34875 Board Notice 206 of 2011	R 600,000	%	R
6	Detailed Topographic Survey and as built survey of all buildings onsite	Max of 50 hours	Item	R
		Subtotal		
		Vat @ 15%		
		TOTAL (To Form of Offer)		

Disbursements in respect of all travelling and related expenses are excluded in the price

3. CONDITIONS OF APPOINTMENT

- 3.1 All returnable documents as listed on Section B herein. Failure to submit all the requested documents could result in the quote not being considered
- 3.2 Your detailed organogram is to provide details of the various **Registered Professionals** who will be dedicated to this project as well details of who will lead the team as in this case. Approval must be made in writing to the Department for any replacement of the designated professional/s.
- 3.3 Appointment will be as per Departmental Standard Conditions of Appointment

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

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

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

1.2

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the80/20..... preference point system shall be applicable; or
- b) The 80/20 preference point system will be applicable to this tender

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

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

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

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) certificate issued by an authorized body or person; B-BBEE Status level
 - 2) prescribed by the B-BBEE Codes of Good Practice; A sworn affidavit as
 - 3) prescribed in terms of the B-BBEE Act; Any other requirement
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

THE 80/20 PREFERENCE POINT SYSTEM

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

80/20

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

Where

- P_s = Points scored for price of bid under consideration
- P_t = Price of bid under consideration
- P_{\min} = Price of lowest acceptable bid

POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

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

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

BID DECLARATION

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

B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED:

B-BBEE Status Level of Contributor: . =(maximum of 20 points)

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

4. SUB-CONTRACTING

4.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

4.1.1 If yes, indicate:

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

(Tick applicable box)

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

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

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

5. DECLARATION WITH REGARD TO COMPANY/FIRM

5.1 Name of company/firm:.....

5.2 VAT registration number:.....

5.3 Company registration number:.....

5.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

5.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

5.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution

(b)

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:
.....

ADDRESS
.....
.....

SECTION H
OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE

WIMS NUMBER : 074448/0001

TENDER NO : ZNTU_074448_Multi_PSP

DESCRIPTION OF SERVICE : THE APPOINTMENT OF MULTI DISCIPLINE
PROFESSIONAL SERVICE PROVIDER FOR WIMS
074448 – EMPANGENI EMS – DEPARTMENT OF
HEALTH – MAJOR REPAIRS TO BUILDING AND
SERVICES

Date : None

Time : N/A

Venue : N/A

THIS IS TO CERTIFY THAT (NAME)

ON BEHALF OF

VISITED AND INSPECTED THE SITE ON(DATE)

AND IS THEREFORE FAMILIAR WITH THE CIRCUMSTANCES AND THE SCOPE OF THE SERVICE
TO BE RENDERED.

.....
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE
(PRINT NAME)

DATE:

.....
SIGNATURE OF DEPARTMENTAL REPRESENTATIVE
(PRINT NAME)

.....
DEPARTMENTAL STAMP :
(OPTIONAL)

DATE:

SECTION I

TAX COMPLIANCE STATUS (TCS)

- 1 The State / Province may not award a contract resulting from the invitation of quotations to a bidder who is not properly registered and up to date with tax payments or, has not made satisfactory arrangements with S A Revenue Services concerning due tax payments.
- 2 The South African Revenue Services (SARS) has phased out the issuing of paper Tax Clearance Certificates. From 18 April 2016 SARS introduced an enhanced Tax Compliance system. The new system allows taxpayers to obtain a Tax Compliance Status (TCS) PIN, which can be utilized by authorized third parties to verify taxpayers' compliance status on line via SARS e-filing.
- 3 Bidders are required to apply via e-filing at any SARS branch office nationally. The Tax Compliance Status (TCS) requirements are also available to foreign bidders / individuals who wish to submit bids.
- 4 SARS will then furnish the bidder with a Tax Compliance Status (TCS) **PIN** that will be valid for a period of 1 (one) year from the date of approval.
- 5 In bids where Consortia / Joint Venture / Sub-contractors are involved, each party must submit a separate Tax Compliance Status (TCS) **PIN**.
- 6 Application for Tax Compliance Status (TCS) **PIN** can be done via e-filing at any SARS branch office nationally or on the website www.sars.gov.za.
- 7 Tax Clearance Certificates may be printed via e-filing. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.
- 8 Tax Compliance Status is not required for services below R30 000 ITO Practice Note Number: SCM 13 of 2007.
- 9 Kindly either provide an original tax clearance certificate, your tax number or pin number.

TAX NUMBER

--

PIN NUMBER

--

SECTION J
AUTHORITY TO SIGN A QUOTATION
SECTION J

A.
A.COMPANIES

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

AUTHORITY BY BOARD OF DIRECTORS

By resolution passed by the Board of Directors on.....20.....

Mr/Mrs/Miss..... (whose signature appears below) has been duly authorised to sign all documents in connection with this bid on behalf of

(Name of Company)

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF COMPANY:
(PRINT NAME)

SIGNATURE OF SIGNATORY: **DATE:**

WITNESSES: 1

2

B. SOLE PROPRIETOR (ONE - PERSON BUSINESS)

I, the undersigned..... hereby confirm that I am the sole owner of the business trading as

.....

.....
SIGNATURE
(PRINT NAME)

.....
DATE

C. PARTNERSHIP

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

Full name of partner	Residential address	Signature
.....
.....
.....
.....

We, the undersigned partners in the business trading as.....
hereby authorizedto sign this bid as well as any contract resulting
from the bid and any other documents and correspondence in connection with this bid and /or contract on behalf of

..... SIGNATURE (PRINT NAME) SIGNATURE (PRINT NAME) SIGNATURE (PRINT NAME)
---	---	---

..... DATE DATE DATE
----------------------	----------------------	----------------------

D. CLOSE CORPORATION

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

By resolution of members at a meeting on 20..... at

.....Mr/Mrs/Miss....., whose
signature appears below, has been authorised to sign all documents in connection with this bid on behalf of (Name
of Close Corporation)

.....

SIGNED ON BEHALF OF CLOSE CORPORATION: (PRINT NAME)

IN HIS/HER CAPACITY AS **DATE:**

SIGNATURE OF SIGNATORY:

WITNESSES: 1
.....

2
.....

E CO-OPERATIVE

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

By resolution of members at a meeting on 20..... at
Mr/Mrs/Miss....., whose signature appears below, has been
authorised to sign all documents in connection with this bid on behalf of (Name of co-
operative).....

SIGNATURE OF AUTHORISED REPRESENTATIVE/SIGNATORY:
(PRINT NAME)

.....

IN HIS/HER CAPACITY AS:.....

DATE:

SIGNED ON BEHALF OF CO-OPERATIVE:.....

NAME IN BLOCK LETTERS:.....

WITNESSES: 1

2

F JOINT VENTURE

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

AUTHORITY TO SIGN ON BEHALF OF THE JOINT VENTURE

By resolution/agreement passed/reached by the joint venture partners on.....20.....

Mr/Mrs/Miss....., Mr/Mrs/Miss.....,

Mr/Mrs/Miss..... and Mr/Mrs/Miss.....

(whose signatures appear below) have been duly authorised to sign all documents in connection with this bid on behalf of:

(Name of Joint Venture).....

IN HIS/HER CAPACITY AS:.....

SIGNED ON BEHALF OF (COMPANY NAME):.....
(PRINT NAME)

SIGNATURE :..... **DATE:**.....

IN HIS/HER CAPACITY AS:.....

SIGNED ON BEHALF OF (COMPANY NAME):.....
(PRINT NAME)

SIGNATURE:..... **DATE:**.....

IN HIS/HER CAPACITY AS:.....

SIGNED ON BEHALF OF (COMPANY NAME):.....
(PRINT NAME)

SIGNATURE:..... **DATE:**.....

IN HIS/HER CAPACITY AS:.....

SIGNED ON BEHALF OF (COMPANY NAME):.....
(PRINT NAME)

SIGNATURE:..... **DATE:**.....

G. CONSORTIUM

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

AUTHORITY TO SIGN ON BEHALF OF THE CONSORTIUM

By resolution/agreement passed/reached by the consortium on.....20...

Mr/Mrs/Miss.....
(whose signature appears below) have been duly authorised to sign all documents in connection with this bid on behalf of:

(Name of Consortium).....

IN HIS/HER CAPACITY AS:.....

SIGNATURE:..... **DATE:**.....
(PRINT NAME)

SECTION K
DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES
 (To be completed by Bidder.)

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

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

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

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME).....

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

SECTION L CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid;
or
 - (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

APPENDIX A – RETURNABLE DOCUMENTS

CHECKLIST OF RETURNABLE DOCUMENTS			
Item No.	Required Document	Tick	
		Y	N
1.	Valid SARS Tax Clearance Pin Number, Tax number or original tax Clearance certificate		
2.	Central Supplier Database Registration with National Treasury (Unique Reference Number & Supplier Number)		
3.	Proof of Registration with Council / Professional Body (Attach Letter of Good standing with the relevant council if applicable dated during the year of Quotation)		
4.	Proof of Registration with Companies and Intellectual Property Commission (CIPC) (printout not older than 1 month)		
5.	Declaration of interest by Consultant – SBD 4		
6.	Declaration of bidders Past Supply Chain Management practice – SBD 8		
7.	Certificate of Independent Bid Determination – SBD 9		
8.	Original certified copy of BBBEE Certificate		
9.	Proof of Residential Address (Municipality Rates Bills, Telephone Bill, or current lease agreement or affidavit from Commissioner of oaths, if office is in an area where rates are not paid)		
10.	Proof of the relevant professional Indemnity Insurance		
11.	Company Profile, and Detailed CV and Experience on Department of Health related projects		

TENDERERS TO NOTE

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

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

APPENDIX B – CONTRACT DATA

C1.2 Contract Data

C1.2.1 Standard Professional Services Contract

The conditions applicable to this Contract are the **Standard Professional Services Contract (August 2005)** Second Edition of CIDB document 1015, published by the Construction Industry Development Board.

C1.2.2 Data provided by the Employer

Clause	
	<p>The General Conditions of Contract in the Standard Professional Services Contract (August 2005) make several references to the Contract Data for details that apply specifically to this tender. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.</p> <p>Each item of data given below is cross-referenced to the clause in the General Conditions of Contract to which it mainly applies.</p>
1	The Employer is the Department of Public Works.
1	The Period of Performance is from inception of this Contract for period on 27 months / completion of FIDPM Stage 8, whichever come first.
1	The Scope is: <u>THE APPOINTMENT OF MULTI DISCIPLINE PROFESSIONAL service provider for WIMS 074448 – EMPANGENI EMS – DEPARTMENT OF HEALTH – MAJOR REPAIRS TO BUILDING AND SERVICES</u>
3.4 and 4.3.2	The authorised and designated representative of the Employer is the departmental project manager, details of whom are as indicated in T1.1 Notice and Invitation to Tender under item T1.1.4.
3.4.1	Communication by e-mail is not permitted.
3.5	<p>The Services shall be executed for the Department of Public Works, North Coast Regional Office, in Ulundi.</p> <p>No portion of the work may be performed by a person employed by the State. No portion of the work may be sublet to any other person or persons without the prior written approval of the Employer.</p>
3.6	Omit the following: "... within two (2) years of completion of the Service ...".
3.14	Programme of Works, to comply with FIDPM stages and timelines as per scope of works
4.1.1	Briefing meeting: <u>None</u>
4.4	Others providing Services: None
5.4.1	Minimum professional insurance cover of R2 million, with the first amount payable not exceeding 5% of the value of indemnity, and/or personal liability – all as more comprehensively described in C1.2.3 Data provided by the Service Provider and in respect of which the Service Provider must provide data as required.

5.5	<p>The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions:</p> <ol style="list-style-type: none"> 1. Travelling for which payment will be claimed, as defined in C2.1.7 Travelling and subsistence arrangements and tariffs of charges; 2. Deviate from the scope of works in 2.1 and 2.2 3. Change Key Personnel on the Service.
8.1	The Service Provider is to commence the performance of the Services immediately after the Contract becomes effective and execution to be as per the programme in clause 3.14 above (see C3 Scope of Services, C3.6 Brief).
9.1	Copyright of documents prepared for the Project shall be vested with the Employer.
12.1.2	Interim settlement of disputes is to be by mediation.
12.2.1	In the event that the Parties fail to agree on a mediator, the mediator is to be nominated by the president of the Association of Arbitrators (Southern Africa).
12.2.4 / 12.3.4	Final settlement is by litigation.
13.1.3	All partners in a joint venture or consortium shall carry the same professional indemnity insurance as per clause 5.4.1 of the General Conditions of Contract.
13.4	Neither the Employer nor the Service Provider is liable for any loss or damage resulting from any occurrence unless a claim is formally made within 5 years from the date of termination or completion of the Contract.
13.5	The amount of compensation is unlimited.
13.6	The provisions of 13.6 do not apply to the Contract.
14.4	In the first sentence, change "... period of twenty four months after ..." to "... period of thirty six months after ...".
15	In respect of any amount owed by the Service Provider to the Employer, the Service Provider shall pay the Employer interest at the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act no1 of 1999).

C1.2.3 Data provided by the Service Provider

Clause	
	Each item of data given below is cross-referenced to the clause in the General Conditions of Contract to which it mainly applies.
1	The Service Provider is the company, close corporation, natural person or partnership named in C1.1 Form of Offer and Acceptance by the tendering Service Provider.
5.3	The authorised and designated representative of the Service Provider is the person named in the resolution PA-15.1 by the tendering Service Provider.
5.4.1	<p><u>Indemnification of the Employer</u></p> <p>I, the undersigned, being duly authorized by the Service Provider, in terms of the completed resolution</p> <p>..... (Name of authorized person)</p> <p>hereby confirm that the Service Provider known as:</p> <p>..... (Legal name of entity tendering herein)</p> <p>tendering on the project:</p> <p>.....</p> <p>..... (Name of project as per C1.1 Form of offer and acceptance)</p> <p>holds professional indemnity insurance cover, from an approved insurer, duly registered with the Finance Services Board, of not less than the amount required as cover relative to the size of project, with the first amount payable not exceeding 5% of the value of indemnity. I further confirm that the Service Provider will keep such professional indemnity fully subscribed. I further confirm that should the professional indemnity insurance, with no knowledge of the Employer, be allowed to lapse at any time or in the event of the Service Provider cancelling such professional indemnity insurance, with no knowledge of the Employer, at any time or if such professional indemnity cover is not sufficient, then the Service Provider, (i) accepts herewith full liability for the due fulfilment of all obligations in respect of this Service; and (ii) hereby indemnifies, and undertakes to keep indemnified, the Employer in respect of all actions, proceedings, liability, claims, damages, costs and expenses in relation to and arising out of the agreement and/or from the aforesaid Service Provider's intentional and/or negligent wrongful acts, errors and/or omissions in its performance on this Contract.</p> <p>I confirm that the Service Provider undertakes to keep the Employer indemnified, as indicated above, beyond the Final Completion Certificate/Final Certificate by the Employer (whichever is applicable) for a period of five (5) years after the issue of such applicable certificate.</p> <p>I confirm that the Service Provider renounces the benefit of the <i>exceptionis non causa debiti, non numeratae pecuniae</i> and <i>excussionis</i> or any other exceptions which may be legally raised against the enforceability of this indemnification.</p> <p>Notwithstanding the indemnification required above, the Employer reserves the right to claim damages from the Service Provider for this Project where the Service Provider neglects to discharge its obligations in terms of this agreement.</p> <p>NAME:</p> <p>CAPACITY:</p> <p>SIGNATURE:</p>

7.1.2	<p>As an extension of the definitions contained in clause 1 hereof, Key Persons must, for the purposes of this Contract, include one or more of the professionally registered principal(s) of the Service Provider, and/or, one or more professional(s) employed to render professional services, for whom certified copies of certificates or other documentation clearly proving current professional registration with the relevant council, including registration numbers, must be included with the tender as part of the returnable documentation.</p> <p>The Key Persons and their jobs / functions in relation to the Services are:</p>		
	Name	Principal and/or employed professional(s)	Specific duties
	1.		
	2.		
	3.		
	4.		
	5.		
	6.		
	7.		
	8.		
	9.		
	10.		
7.2	A Personnel Schedule is not required.		

If the space provided in the table above is not sufficient to describe the **specific duties**, this space may be utilized for such purpose:

C2: PRICING DATA

C2.1 Pricing Instructions

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

C2.1.1.1 Professional fees will be paid on % based fees as per form of offer

C2.1.1.2 **Tenderers are to tender:**

On % based fees to perform duties as per section G, 2.2

C2.1.2 Remuneration for professional **Services**

C2.1.2.1 **Professional fees shall be calculated as follows for Services rendered by the Service Provider:**

On % based fees to perform duties as per section G, 2.2

C2.1.2.2 The amount tendered herein (C1.1) is for 27 months / completion of FIPDM stage 8 which ever come 1st

C2.1.2.3 **Disbursements in respect of all travelling and related expenses** will be paid on cost proven basis as guided by the NDPW monthly published rates.

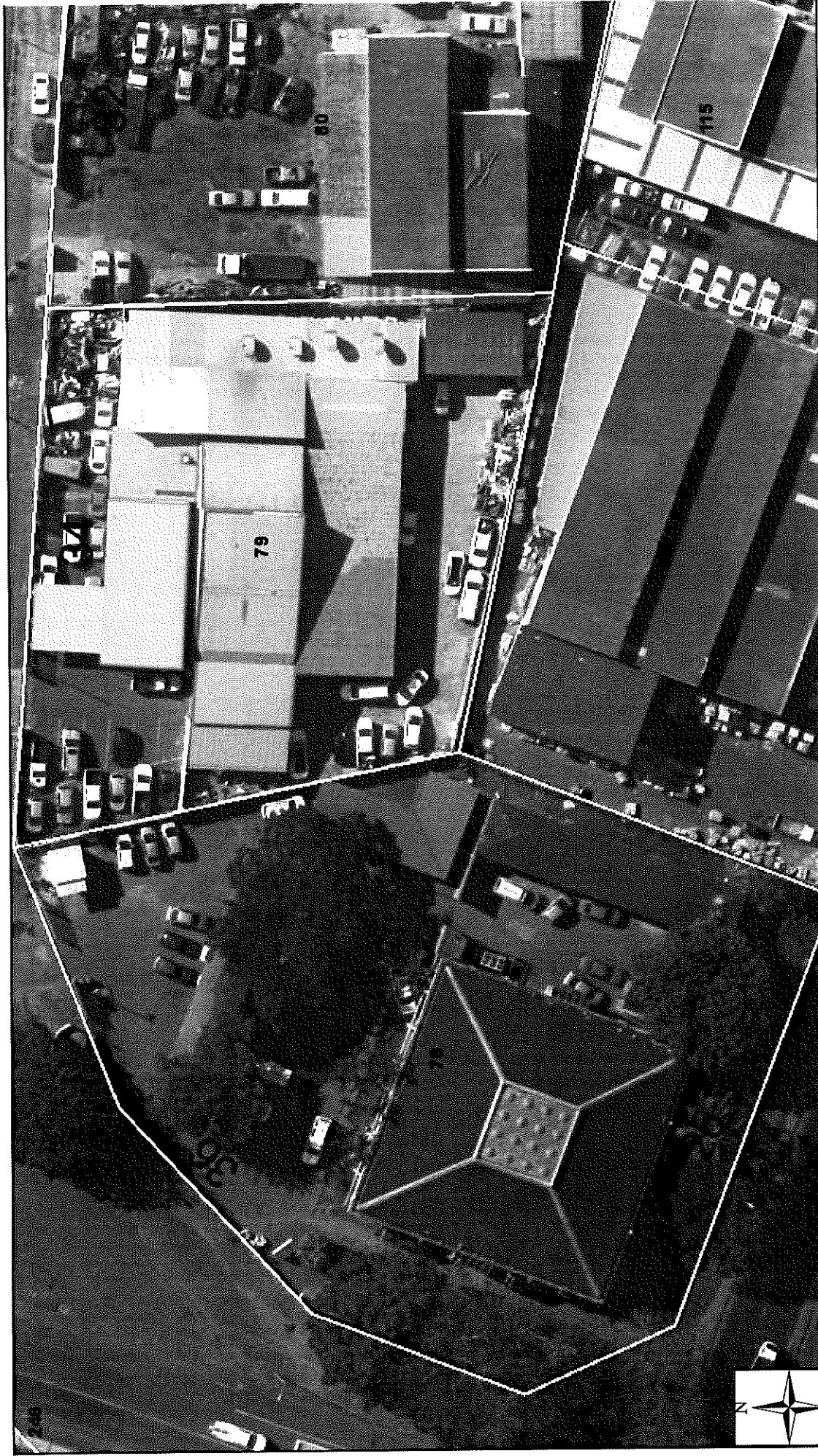
C2.1.2.4 All fee accounts must be accompanied with Portfolio of Evidence of duties performed and approved by the Project Leader

C2.1.2.5 Payments to the Service Provider will be made electronically according to the banking details furnished by the Service Provider. Any change in such banking details must be communicated to the departmental project manager timeously. Fee accounts, correct in all respects, will be deemed submitted when received by the Employer and settled when electronically processed by the Employer. The Employer reserves the right to dispute the whole account, any item or part of an item at any time and will deal with such case in terms of clause 14.3 of the General Conditions of Contract.

C2.1.2.6 Accounts for Services rendered may be submitted monthly on the successful completion of each month of work, on the 1st week of the month.

APPENDIX C – PROJECT DETAILS

City of uMhlathuze Spatial Viewer



Date: 2020/09/29

1:650

0 0,01 0,02 0,04 km



DISCLAIMER: The City of uMhlathuze is in no way responsible for the accuracy or completeness of the data here presented. Therefore, in no event will the City of uMhlathuze be liable for damages including loss of profits or consequential damages, arising out of the use of this information.

uMhlathuze Municipality

Civic Centre
5 Mark Street
Central Business District
Richards Bay 3900

Tel: (035) 907-5465
email: gisrequests@umhlathuze.gov.za
website: www.umhlathuze.gov.za



Annexure G

Physical Address: Townhill Office Park, Townhill Hospital, 35 Hyslop road, Pietermaritzburg, 3201
Postal Address: Private Bag X9051, Pietermaritzburg, 3200
Tel: 033 940 2611
www.kznhealth.gov.za

MINIMUM REQUIREMENTS FOR PLANS AND REPORTS

DISTRICT:	MUNICIPALITY:
CITY/TOWN/PLACE:	INSTITUTION:
PROJECT:	
DOH PROJECT NUMBER	

A. GENERAL REQUIREMENTS

Y/N

(If any question is marked NO or N/A explanation must be given in an attached report with supporting documents)

1 Does the project comply with HIAC requirements?	<input type="checkbox"/>
2 Was the DOH Project manager/leader consulted & did he/she concur with submission?	<input type="checkbox"/>
3 Was a proper & detailed brief and scope received and is the design in line with it?	<input type="checkbox"/>
4 Did you consult and co-ordinate your design with all other disciplines and specialists?	<input type="checkbox"/>
5 Is your risk plan included? (attach)	<input type="checkbox"/>
6 <u>Specific requirements:</u>	
6.1 <u>Locality plan</u>	
a) Drawn Locality plan	<input type="checkbox"/>
b) Property name	<input type="checkbox"/>
c) Access roads (including Road/street name and nearest town city)	<input type="checkbox"/>
d) Physical address of property (including suburb, town & postal code)	<input type="checkbox"/>
e) North point	<input type="checkbox"/>
f) Prevailing wind direction	<input type="checkbox"/>
g) Google maps (include if available)	<input type="checkbox"/>
h) Photos taken on site (no Google street view photos!)	<input type="checkbox"/>
6.2 <u>Site plan (Existing -thin lines and New - bold lines & hatched where applicable)</u>	
a) Site description	<input type="checkbox"/>
b) Site dimensions (all boundaries) and area per m ²	<input type="checkbox"/>
c) Street names/Road numbers	<input type="checkbox"/>
d) North point	<input type="checkbox"/>
e) Prevailing wind direction	<input type="checkbox"/>
f) Structures on adjoining sites	<input type="checkbox"/>
g) Building lines, side & rear spaces	<input type="checkbox"/>
h) Servitudes & proposed new servitudes	<input type="checkbox"/>
i) Contours at 0,5m intervals	<input type="checkbox"/>

A. GENERAL REQUIREMENTS		Y/N
j)	Existing trees (showing which are to remain & which are to be removed)	
k)	Natural water courses, showing 100 year flood line & levels	
l)	Structures to be demolished & holes to be filled	
m)	Boundaries, fences, walls, gates, sidewalks, etc.	
n)	Buildings & other structures	
o)	Floor levels	
p)	Site works, i.e. retaining walls, terraces, banks, etc.	
q)	Cut & fill around new structures & buildings	
r)	Proposed and permitted (FAR & coverage) total area of new works	
s)	Roads, Parking (including disabled) & paths.	
t)	Position, of connection points for all services	
u)	Water (including water tanks, boreholes, etc.)	
v)	Sewer & Storm water	
w)	Water (including water tanks, boreholes, etc.)	
x)	Fire reticulation, etc.	
y)	Electrical supply and Telephone & Data	
z)	Sewer systems, etc.	
aa)	Waste Management	
6.3 All floors plans and roof plan BUILDING PLANS (1:100 or 1:200 for large footprint)		
a)	New work (bold lines & hatch where applicable)	
b)	Total area of new works	
c)	Overall dimensions of new works	
d)	Existing works (thin lines)	
e)	All dimensions and areas of rooms	
f)	Floor & ground levels (in relation to a fix datum height)	
g)	Column grid	
h)	Proposed demolitions (dashed lines)	
i)	Services to be removed (dashed lines)	
j)	Types of walls & finishes and Floor finishes	
k)	Passage widths	
l)	Ducts, plant rooms and other service rooms	
m)	Sanitary & kitchen fittings (basic)	
n)	Sewer/sanitation plan and related fittings, routes, connections, etc	
o)	Roads, parking, walkways, etc	
p)	Retaining walls, embankments, etc	
q)	Stormwater plan and related fittings, routes, connections, etc	
r)	Waste management plan and related fittings, routes, etc	
s)	Retaining walls, embankments, etc	
t)	Electrical plan and related fittings, routes, connections, etc	
v)	Emergency power supply	

A. GENERAL REQUIREMENTS		Y/N
w)	Lightning Protection	
x)	Fire plan and related fittings, routes, connections, etc	
y)	Fire-water storage, reticulation + connection arrangements	
z)	Bulk water storage, reticulation + connection arrangements	
aa)	Domestic water plan and related fittings, routes, connections, etc	
bb)	Mechanical plan and related fittings, routes, connections, etc	
cc)	Medical gas plan and related fittings, routes, connections, etc	
dd)	HVAC plan and related fittings, routes, connections, etc	
ee)	Any unusual engineering design?	
6.4 Elevations (1:100)		
a)	General architectural treatment & finishes	
b)	Window types, showing opening sections	
c)	Relationship between buildings/structures and all external ground levels	
d)	Permitted max height and proposed height	
e)	Show specific design element (where required)	
6.5 Sections (1:100) & Details		
a)	Types of ceilings	
b)	Finished floor to ceiling/soffit heights	
c)	Roof construction & covering	
d)	Relationship between buildings/structures and all external ground levels	
e)	Show specific design element (where required)	
6.6 Special drawings & Details		
a)	Reflective ceiling plan (Stage 4)	
b)	Room data sheets (Stage 4), showing all fittings, outlets, furniture and equipment	
c)	Co-ordination drawings (Stage 4) showing all structures, services, etc	
d)	Phasing plans	
e)	Decanting plans	
f)	Landscaping plans	
6.6 Reports		
a)	Directions to site & description of brief	
b)	Scope of work	
c)	General reports (per discipline)	
d)	Philosophy used and design	
e)	Photographs (with date and time stamp)	
f)	Design data	
g)	List of applicable specifications	
h)	List of redundant equipment to be removed	
i)	Replacement/temporary Accommodation required	
j)	Decanting plan	
k)	Health and Safety report	

A. GENERAL REQUIREMENTS		Y/N
l) Employment report		
m) Branding		
n) Signage		
o) Furniture and equipment		
p) What green initiatives are being considered.		
q) Include all specific design information		

NAME OF FIRM/INSTITUTION:

NAME OF PROFESSIONAL:

REGISTRATION BODY:

REGISTRATION NO:

SIGNATURE _____ DATE _____



health

Department:
Health
PROVINCE OF KWAZULU-NATAL

DIRECTORATE

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INFRASTRUCTURE DEVELOPMENT

MAINTENANCE & ENGINEERING INSTALLATIONS BRIEF:

Empangeni EMS Station – Major Refurbishment of the Building and Services

Drafted by: M MKHIZE
Project Leader

Signed:

Date:

21/08/2020

Recommended by: ST MHLONGO
DIRECTOR: ENGINEERING
AND TECHNICAL
SERVICES

Signed:

Date:

07/09/2020

Approved by: MR B G GCABA
CHIEF DIRECTOR:
INFRASTRUCTURE
DEVELOPMENT

Signed:

Date:

3/9/20

Document Control

Revision Number	Date	Initials

1.4 The Site:

1.4.1 Empangeni EMS Station Health Facility aerial view as shown below:



- Survey of the site: N/A
- Geo-technical information: Not available
- Climatic Conditions (If relevant to the project e.g. Mechanical installations)

- General Climate: N/A
- Temperature: N/A
- Rain fall: N/A
- Wind direction: N/A

2. PROJECT OVERVIEW

2.1 Project Background

Empangeni EMS Station is situated at 16 Palm Drive, Grantham Park, Empangeni 3880 under King Cetshwayo District. Empangeni EMS Station provides urgent pre-hospital treatment and stabilisation for serious illness and injuries and transport to definitive care.

The photo below shows the view of the building that needs major refurbishment



KwaZulu Natal Emergency Medical Services (KZN EMS) is one of the three core functions within the Department of Health, which aims to provide a quality, efficient, professional and caring emergency medical and rescue service throughout the Province of KwaZulu-Natal. It is a specialized 24hrs ambulance service catering for the needs of the people of KZN, from the city centers to the most rural areas.

This Empangeni EMS building over the past few years has been let to dilapidate to an extent that major renovations are required to reinstate it to its former condition.

It is suspected that lack of proper routine maintenance has over the years rendered the building to its current condition.

In 2018/19, Infrastructure Development management visited the facility and various issues of maintenance in the building were raised such as leaking roof, dilapidated ceilings, malfunctioning air-conditioning and peeling paints.

A decision was made for Infrastructure Development to budget in next financial year for the refurbishment of the building.

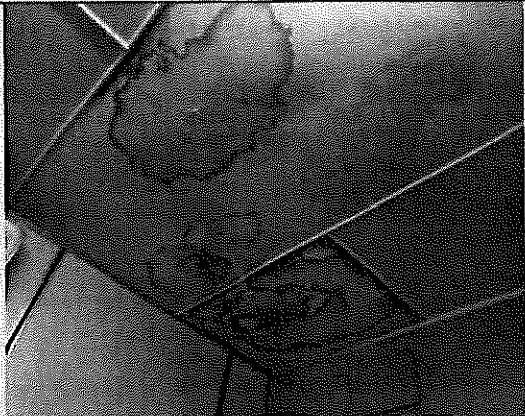

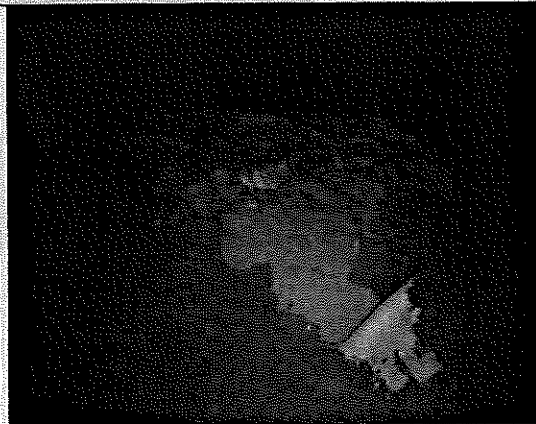

The refurbishment of the building forms part of the Annual Implementation Plan for 2020/21 with an estimated value of R 5 000 000.00.





The project will be implemented by Department of Public Works North Coast Region.

2.2 Project Objective

- The main objective for the refurbishment of the building it is reinstates its lifespan
- The refurbishment of the building will also improve working conditions

2.3 Current condition

The photo below shows the current condition of ceilings due to Ingress of water	The photo show the exposed electrical cables
	
The photo below shows the condition of the flooring	The photo below shows the condition of the floor and wall tiles in the ablutions
	

The photo below shows the condition of the paving: Potholing and transvers cracks	The photo below shows the current condition of gutters and drains
	
The photo show the exposed electrical cables	The photo below shows the current condition of the building and how it has deteriorated due to leaking roof and gutters
	

2.4 Remedial Measures

Detailed Scope of Work

- Refurbishment to the flooring such as removal of tiling replacing with new
- Repair / Replace missing door locks and keys
- Repair / Replace all window magnetisms where necessary
- Revamp existing ablutions on various areas
- Installation of 12 000 & 36 000BTU split air conditioning units
- Troubleshooting the electrical connections
- Installation of new light fittings suitable for the facility
- Paintworks to external/ internal walls, doors and ceiling
- Rehabilitation of parking surfaces
- Supply and install Non-Reflective one way glass film to all Windows / Doors up to 2.1m

- Revamp the existing showers such replacement of basins and tiling
- Installation of extraction fans to various areas in the building
- Replace all damaged glazing with new
- Cutting of trees
- Replacement of roof coverings with new
- Replacement of gutters and downpipes
- Investigation of sewer and water reticulation system with an option to repair

2.5 Project Outcome

The outcome will be the improved infrastructure to this facility and this will also improve working conditions. The building will comply with Occupational Health and Safety to employees.

2.6 Project Success Criteria

Increase lifespan/ longevity of infrastructure

2.7 Statutory Requirements

Legislation: Minimum applicable legislation (latest version) includes:

- a) Occupational Health & Safety Act No. 85 of 1993
- b) CIDB
- c) EPWP Guidelines
- d) PPPFA 2017
- e) SA Constitution
- g) ECSA Professional Act

2.7.2 Policies

Policies: Minimum applicable such as:

- KZN applicable Health Policies such as: KwaZulu-Natal Department of Health Policy Document for The Design of Structural Installations, Revision 7, January 2013
- KwaZulu-Natal Department of Health Policy Document for The Design of Electrical Installations

2.7.3 Norms and Standards

Norms and Standards: N/A

- a) SANS 10400 Building Regulations
- b) Civil Engineering Specification
- c) SANS 1200

2.7.4 Statutory Permissions Required:

- a) Planning and development Act
- b) Environmental Impact assessment: N/A
- c) AMAFA approval: N/A
- d) Municipal Approval: N/A
- e) Access to National / Provincial Roads: N/A
- f) National Water Act: N/A
- g) National Environmental Management Act: N/A

2.7.5 Other Requirements:

- a) Municipality by-laws: N/A

2.7.6 Standard specifications to be used in the project

- a) Red book – Guidelines for Human Settlement Planning and Design Volume 1 2005.
- b) DoPW Civil Engineering specifications
- c) KZN DOH Design for Structural Installations
- d) SANS 10400 Building Regulations
- e) SANS 1200

3. TECHNICAL BRIEF

3.1 Detailed Scope of work

- Detailed in Item 2.4
-

4. PROJECT / PROGRAMME MANAGEMENT AND COST CONTROL

4.1 Project Management

FIDPM GUIDELINES AND STAGE GATES APPLY. PROJECT CANNOT MOVE TO THE NEXT STAGE UNTIL THE FIDPM STAGE HAS BEEN SIGNED OFF BY APPROPRIATE PERSONNEL [(kindly refer to Departmental Infrastructure: Standard Operating Procedure (SOPs)].

4.1.1 FIPDM guidelines

Stage 1A PROJECT INITIATIONS: Project was identified and appears on the 2020/2021 AIP

Stage 1B PREFEASIBILITY: The brief is deemed to satisfy stage 3

Stage 2 FEASIBILITY: Concept and viability report

Stage 3 DESIGN DEVELOPMENT: Development of the design to the approved execution plan

Stage 4 DESIGN DOCUMENTATION:

Deliverable Design documents complete

- o Sub-deliverable 1 Complete working drawing
- o Sub-deliverable 2 Specifications/Bills of Quantities complete

Stage 5 WORKS

Deliverable Works completion certified

- o Sub-deliverable 1 Signed contractual document received
- o Sub-deliverable 2 Site hand over certified
- o Sub-deliverable 3 Construction technical certifications
- o Sub-deliverable 4 Practical completion certified
- o Sub-deliverable 5 Retention
- o Sub-deliverable 6 Works completion certified

Stage 6 HANDOVER

- o Deliverable Liability acceptance by End-User
- o Sub-deliverable 1 Defects liability
- o Sub-deliverable 2 Training concluded
- o Sub-deliverable 3 As-built/Manuals received
- o Sub-deliverable 4 Commissioning completed
- o Sub-deliverable 5 Facility opened

Stage 7 CLOSE OUT

- o Deliverable: Defects certificates or certificates of final completion issued, Final amount due to the contractor in terms of the contract is certified, Close out report is accepted
- o Sub-deliverable 1 Final completion certificate issued
- o Sub-deliverable 2 final accounts signed
- o Sub-deliverable 3 Final payments certified
- o Sub-deliverable 4 Report complete and submitted for signature
- o Sub-deliverable 5 Report approved and signed
- o Sub-deliverable 6 Asset verified and captured

4.2 Project Management Plan / Resource Management

The following Project Management plan is a guideline.

Table 5: Proposed Project Plan

ITEM	ELEMENTS
Needs Assessment/Analysis:	Projects has been identified and agreed it be implemented through Department of Public Works.
Implementing Agent Brief:	Herewith is the brief to the IA (DOPW)
Consultancy Brief:	Contractor and Technical consultant to be procured as per brief and implementation plan.