



## **KWAZULU-NATAL PROVINCE**

**PUBLIC WORKS & INFRASTRUCTURE**  
**REPUBLIC OF SOUTH AFRICA**

**KZN DEPARTMENT OF HEALTH: ZNTD 01855W: WIMS 044012:  
UMPUMULO HOSPITAL: THE APPOINTMENT OF A HEALTH AND SAFETY  
AGENT ENTITY TO PROVIDE PROFESSIONAL HEALTH AND SAFETY  
AGENT SERVICES FOR THE CONSTRUCTION OF OPD WITH X-RAY,  
ADMIN BLOCK, PHARMACY, NEONATAL AND PHYSIOTHERAPY.**

<b>FACILITY</b>	<b>WIMS NUMBER</b>
<b>UMPUMULO HOSPITAL</b>	<b>044012</b>

DEPARTMENT OF PUBLIC WORKS  
Private Bag X9153  
Pietermaritzburg  
3200

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

**TABLE OF CONTENTS**  
**DOCUMENTATION TO BE SUBMITTED WITH BID**

<b>SECTION</b>	<b>PAGE</b>
<b>Section A</b> Invitation to Bid	3 - 4
<b>Section B</b> Special Instructions and Notice to Bidders	5 - 6
<b>Section C</b> Registration on the Central Suppliers Database	6
<b>Section D</b> Declaration that information on Central Suppliers database is up to date	7
<b>Section E</b> Bidder's Disclosure	8 - 10
<b>Section F</b> Form of Offer	11 - 13
<b>Section G</b> Specification Evaluation and Price schedule	14 - 22
<b>Section H</b> Official Briefing Session / Site Inspection	23
<b>Section I</b> Tax Compliance Status	24
<b>Section J</b> Authority to sign	25 - 28
<b>Appendix A</b> Bid Proforma/ Professional Fees	29 - 30
<b>Appendix B</b> Checklist of returnable documents	30 - 31
<b>Appendix C</b> Contract data & Pricing data	32 - 36
<b>Appendix D</b> Pricing data	37 – 43
<b>Appendix E</b> Proforma Reference letter	44 – 45
<b>ANNEXURE A</b> Inception Report (Stage 1)	46

## SECTION A

**KZN DEPARTMENT OF HEALTH: ZNTD 01855W: WIMS 044012:  
UMPUMULO HOSPITAL: THE APPOINTMENT OF A HEALTH AND SAFETY  
AGENT ENTITY TO PROVIDE PROFESSIONAL HEALTH AND SAFETY  
AGENT SERVICES FOR THE CONSTRUCTION OF OPD WITH X-RAY,  
ADMIN BLOCK, PHARMACY, NEONATAL AND PHYSIOTHERAPY.**

**WIMS NUMBER: 044012 CLOSING DATE: Refer to advert CLOSING TIME: Refer  
to Advert**

### **COMPULSORY BRIEFING SESSION:**

**DATE: Refer to advert**

**TIME: Refer to Advert**

**VENUE: Refer to advert**

---

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

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DEPOSITED IN THE BID BOX SITUATED AT  
KZN DEPARTMENT OF PUBLIC WORKS, ETHEKWINI REGIONAL OFFICE  
455A KING CETSHWAYO HIGHWAY, MAYVILLE  
DURBAN  
4091

**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- 07H30- 16H00)

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

Conditions and Procedures under which Private Engineers are commissioned by the KZN Department of  
Public Works

<p align="center"><b>THE FOLLOWING PARTICULARS MUST BE FURNISHED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)</b></p>
---

NAME OF BIDDER	.....
POSTAL ADDRESS	.....
STREET ADDRESS	.....
TELEPHONE NUMBER	CODE.....NUMBER.....
CELLPHONE NUMBER	.....
FACSIMILE NUMBER	CODE .....NUMBER.....
E-MAIL ADDRESS	.....

Page 3 of 46

VAT REGISTRATION NUMBER .....

SIGNATURE OF BIDDER .....

DATE .....

CAPACITY UNDER WHICH THIS BID IS SIGNED .....

**ANY ADMINISTRATIVE ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:**

Department : KZN - Department of Public Works

Contact Person : Mrs. Matu Khumalo

Tel : 071 580 7124

E-mail address : [matu.khumalo@kznworks.gov.za](mailto:matu.khumalo@kznworks.gov.za)

**ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:**

Contact Person : Mr Gcobani Nyakata

Tel : 082 860 9442

E-mail address : [gcobani.nyakata@kznworks.gov.za](mailto:gcobani.nyakata@kznworks.gov.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 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. Bid submitted must be complete in all respects.
5. The bid shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.
6. Each bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid.
7. All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids. Where, however, a bid is received open, it shall be sealed. If it is received without a bid number on the envelope, it shall be opened, the bid number ascertained, the envelope sealed and the quotation number written on the envelope.
8. A specific box is provided for the receipt of quotations, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.
9. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the quotation documentation, and proof of posting will not be accepted as proof of delivery.
10. No bid submitted by telefax, telegraphic or other electronic means will be considered.
11. Bid documents must not be included in packages containing samples. Such bids may be rejected as being invalid.
12. Any alteration made by the bidder must be initialed.
13. Use of correcting fluid is prohibited
14. Bids will be opened in public as soon as practicable after the closing time of bid.
15. Where practical, prices are made public at the time of opening bids.

16. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.

## **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](http://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.

**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/authorized 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

### BIDDER'S DISCLOSURE

#### 1. PURPOSE OF THE FORM

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

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

#### 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....

.....

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

**YES/NO**

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



2.3.1 If so, furnish particulars:

.....  
.....

**3 DECLARATION**

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 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.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

<sup>2</sup> 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.

## **REGISTRATION ON THE PROFESSIONAL BODY / COUNCIL**

1. It is the requirement that either the director of the company/ member of the company /company itself is registered under relevant Professional Body /Council in order to qualify for this service.
2. Attached copy of certificate / letter as proof of registration in the council, body association. Current letters of good standing from the relevant council must be submitted with the bid.

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**Health And Safety Agent- Professional Registration Number**

## SECTION F

### FORM OF OFFER AND ACCEPTANCE

#### Offer

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

**KZN DEPARTMENT OF HEALTH: ZNTD 01855W: WIMS 044012: UMPUMULO HOSPITAL: THE APPOINTMENT OF A HEALTH AND SAFETY AGENT ENTITY TO PROVIDE PROFESSIONAL HEALTH AND SAFETY AGENT SERVICES FOR THE CONSTRUCTION OF OPD WITH X-RAY, ADMIN BLOCK, PHARMACY, NEONATAL AND PHYSIOTHERAPY.**

FACILITY	WIMS NUMBER
UMPUMULO HOSPITAL	044012

The tenderer, identified in the offer signature block below, 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 total of the prices, 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:

.....  
..

Natural person or partnership:

.....  
.....

whose identity number(s) is/are:

.....  
.....

whose income tax reference number is/are:

.....  
.....

OR

**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 drawings 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

### SPECIFICATION AND EVALUATION

#### 1. BACKGROUND

##### Sites

The site, Umpumulo Hospital is a small District Hospital located at Maphumulo Municipality of iLembe District, it is situated on the road between Stanger KwaDukuza and Greytown sharing a Sub-district with Untunjambili Hospital.

Therefore, a suitably qualified and experienced entity is required to commission services of Health and Safety Agent for **stages 2 to 6** of the project.

#### 2. PURPOSE

The Department is seeking bids from experienced and skilled Registered Professional Entities to provide services for: KZN Department of Health: ZNTD 01855W: WIMS 044012: Umpumulo Hospital: The Appointment of a Health and Safety Agent Entity to Provide Professional Health and Safety Agent Services for the Construction of OPD with X-RAY, Admin Block, Pharmacy, Neonatal and Physiotherapy.

The Registered Professional Entity will be appointed for **stages 2 – 6** as per the guideline scope of services on Government Gazette applicable to their profession. The Department invites bids from an entity who has the relevant capacity and expertise to provide professional services at the respective Hospital.

#### 3. SCOPE OF WORK

Construction of new OPD with X-Ray, Admin Block, Pharmacy, Neonatal and Physiotherapy.

#### 4. PROCUREMENT OBJECTIVES

The entity is to provide the following experienced and skilled professional Safety consultant

- Registered Professional Health and Safety Agent – PrCHSA

The estimated construction cost is as follows for the respective Hospital:

FACILITY	CONSTRUCTION COST
UMPUMULO HOSPITAL	R 161 000 000,00

The services required for the full rollout are inclusive of **stages 2-6** in the following order:

- STAGE 2: Concept and Viability
- STAGE 3: Design Development
- STAGE 4: Documentation and Procurement

- STAGE 5: Construction Documentation and Management
- STAGE 6: Close-out

**THE REQUESTED DISCIPLINE WILL PROVIDE THE SERVICES AS STATED BELOW NOT WITHSTANDING THE STANDARD SERVICES AS SET OUT IN THEIR RESPECTIVE GAZETTES:**

### **CONSTRUCTION HEALTH AND SAFETY AGENT**

**4.2** The standard services of a Professional Construction Health and Safety Agent are further illustrated on the Government Gazette No. 42697, 13 September 2019, SACPCMP Board Notice 167 of 2019.

#### **STAGE 2: CONCEPT**

##### **Recommended Services:**

- a) Advise and agree with the other consultants regarding their construction project health and safety requirements and related design risk management responsibilities.
- b) Agree the format and procedures for health, safety and hygiene construction project control.
- c) Agree the documentation programme with the principal consultant and other consultants.
- d) Review and evaluate design concepts and advise on construction project health and safety in conjunction with the other consultants.
- e) Review, update and agree the construction project health and safety risk profile and prepare the construction health and safety policy for the construction project.
- f) Prepare draft construction project baseline risk assessment.
- g) Prepare the draft construction project health and safety specification.
- h) Advice on preliminary cost estimates/budgets for construction project health and safety.
- i) Assist the client and principal consultant in the procurement of the necessary and appropriate specialists, including a clear definition of their roles, responsibilities and liabilities.
- j) Advise the client on the adequacy of the health and safety competency and resources of the appropriate specialists.
- k) Assess and approve the appropriate specialist's health and safety plans.
- l) Monitor the implementation of the appropriate specialist's health and safety plans, including periodic audits.
- m) Attend design and consultants' meetings.
- n) Liaise, co-operate and provide necessary information to the client/principal consultant and the other consultants.
- o) Prepare Construction Health and Safety legal documentation including design, appointments, 37.2 agreements and facilitate signatures.

#### **STAGE 3: DESIGN DEVELOPMENT**

##### **Recommended Services:**

- a) Advise designers of their health and safety legal liabilities and responsibilities for constructability, maintainability and operation ability of the structure.
- b) Agree on a format for the health and safety file.
- c) Review the documentation programme with the principal consultant and the other consultants.

- d) Manage, co-ordinate, integrate and record the design risk management process with the other consultants in a sequence to suit the documentation programme.
- e) Finalise the construction project health and safety risk profile.
- f) Monitor the integration of health and safety aspects for constructability, maintainability and operation ability of the structure during the design process and finalise the construction project baseline risk assessment.
- g) Identify and implement precautions necessary for construction project health and safety control and update the construction project tender health and safety specifications.
- h) Assist the cost consultant with detailed information for initial construction project health and safety cost estimates/budgets.
- i) Assess and approve necessary construction project health and safety plans for early works.
- j) Monitor the implementation of necessary construction health and safety plans, including periodic audits for early works.
- k) Attend design and consultants' meetings.
- l) Liaise, co-operate and provide necessary construction project health and safety information to the client, principal consultant and the other consultants

#### **STAGE 4: DOCUMENTATION & PROCUREMENT**

##### Recommended Services:

- a) Provide and record construction project health, safety, hygiene and design risk information to the principal consultant and other consultants.
- b) Assist in developing a clear construction project health and safety procurement process.
- c) Assess samples, mock-ups and products for construction project, structural maintainability and operability health and safety compliance.
- d) Finalise construction project tender health and safety specifications and integrate with procurement documentation.
- e) Prepare project specific health and safety documentation for distribution to contractors for inclusion into their tender / bid submissions.
- f) Assist the cost consultant in the finalisation of the construction project health and safety cost estimate/budget.
- g) Prepare construction project health and safety mobilisation and access plans for the construction work.
- h) Participate in construction project tender clarification meetings.
- i) Assist with the evaluation of tenders and verify the contractor's competencies, knowledge and resources to carry out the construction works in a safe and healthy manner.
- j) Attend design and consultant meetings.
- k) Assist with the preparation of contract documentation for signature.
- l) Prepare construction project health and safety documentation for submission to authorities.

#### **STAGE 5: CONTRACT ADMINISTRATION AND INSPECTION**

##### Recommended Services:

- a) Assess, discuss, negotiate and approve the contractor(s) construction project health and safety plans.
- b) Submit necessary construction health and safety documentation to authorities and facilitate permits that may be required to commence the construction work.



- c) Attend site handover meetings and lead construction project health and safety mobilisation and access plans.
- d) Ensure that health and safety communication structures and systems are established and maintained, including distribution of health and safety specific documents and site safety inductions to contractors.
- e) Attend regular site, technical and progress meetings.
- f) Monitor design risk management.
- g) Prepare revised construction project health and safety risk profile, specifications and cost estimates/budgets where there is scope of work changes.
- h) Monitor the implementation, review and update of the construction project health and safety plans in accordance with the construction project health and safety specification and further scope of work changes.
- i) Audit compliance with the construction project health and safety plans and brief the project management team and contractor(s) following site audits.
- j) Ensure the identification of the hazards and risks relevant to the construction project through regular coordinated site inspections.
- k) Recommend stop work orders where necessary.
- l) Ensure that project specific emergency response and preparedness plans are compiled and tested.
- m) Conduct construction health and safety management system audits.
- n) Use of trends analysis to identify system deficiencies and incident trends, outline relevant improvements.
- o) Facilitate construction health and safety system and plans reviews and ensure changes are incorporated for continual improvement.
- p) Development of technical reports in relation to health and safety issues and communicate through presentations to diverse groups of decision makers.
- q) Perform incident and accident investigations where necessary.
- r) Monitor the compilation of the construction project health and safety file(s) by the contractor(s).
- s) Prepare and maintain the consolidated health and safety file

## **STAGE 6: CLOSE-OUT**

### Recommended Services:

- a) Review, discuss and approve the health and safety file with the contractor(s) and manage the construction project health and safety during the defects liability period.
- b) Cancel all construction project health and safety legal appointments.
- c) Prepare the health and safety operations and maintenance report.
- d) Prepare the consolidated construction project health and safety close-out report .  
-the construction project initiation meetings.-
- e) Provide necessary information within the agreed scope of the construction project to the other consultants.

### Additional services pertaining to all stages of the project

All services related to defining the scope of work, previously carried out under Clause 3.1, planning, studies, investigations and assessments, and that are normally paid for on a time and cost basis.

Enquiries not directly concerned with the works and its subsequent utilisation.

Valuation for purchase, sale or leasing of plant, equipment, material, systems, land or buildings or arranging for such valuation.

Making arrangements for way leaves, servitudes or expropriations.

Negotiating and arranging for the provision or diversion of services and or infrastructure not forming part of the works.

Additional work in obtaining the formal approval of the appropriate government departments or public authorities, including the making of such revisions as may be required as a result of decisions of such departments or authorities arising out of changes in policy, undue delay, or other causes beyond the consulting engineer's control.

Additional work related to monitoring as required by any government departments or authorities to facilitate regulatory approvals and certification (e.g. Mines Health and Safety Act, 29 of 1996).

Topographical and environmental surveys, analyses, tests and site or foundation or other investigations, model tests, laboratory tests and analyses carried out on behalf of the client.

Setting out or staking out the works and indicating any boundary beacons and other reference marks.

Preparation of drawings for manufacture and installation or detailed checking of such for erection or installation fit.

Detailed inspection, reviewing and checking of designs and drawings not prepared by the consulting engineer and submitted by any contractor or potential contractor as alternative to those embodied in tender or similar documents prepared by the consulting engineer.

Inspection and testing, other than on site, of materials and plant, including inspection and testing during manufacture.

Preparing and setting out particulars and calculations in a form required by any relevant authority.

Abnormal additional services by or costs to the consulting engineer due to the failure of a contractor or others to perform their required duties adequately and on time.

Executing or arranging for the periodic monitoring and adjustment of the works, after final handover and completion of construction and commissioning, to optimise or maintain proper functioning of any process or system.

Investigating or reporting on tariffs or charges leviable by or to the client.

Advance ordering or reservation of materials and obtaining licences and permits.

Preparing detailed operating, operation and maintenance manuals.

Preparing record drawings on designs done by others or related to alterations to existing works.

Additional services, duties and/or work resulting from project scope changes, alterations and/or instructions by the client, or his duly authorised agents, requiring the consulting engineer to advise upon, review, adapt and/or alter his completed designs and/or any other documentation and/or change the scope of his services and/or duties. Such additional services are subject to agreement in writing between the consulting engineer and the client prior to the execution thereof.

Work and or services related to targeted procurement that could entail, but is not necessarily limited to any or all of the following:

Incorporation of any targeted participation goals, the measuring of key participation indicators.

The selection, appointment and administration of participation.

Auditing compliance to the above by any contractors and/or professional consultant.

Exceptional arrangements, communication, facilitation and agreements with any stakeholders other than the client and contractors appointed for the works on which the consulting engineer provides services.

Any other additional services, of whatever nature, specifically agreed to in writing between the consulting engineer and the client.

Building Information Modelling (BIM) compliancy. Where BIM is a specified project requirement, the appointment a BIM manager, the preparation and approval by the client of the BIM Execution Plan and the additional effort over conventional projects to set up the project to be fully BIM compliant as required by the client.

## 5. The estimated total building costs are:

FACILITY	CONSTRUCTION COST
UMPUMULO HOSPITAL	R 161 000 000,00

For fee value structure allow the following percentages:

5.1 Discipline	% time with Documentation + % on site
Construction Health And Safety Agent	100%

## 5.2 Costing

5.2.1 The relevant Fee Guidelines are as per the following table;

DISCIPLINE	GAZETTE APPLICABLE PER DISCIPLINE
Construction Health And Safety Agent	SACPCMP use rates as per Gazette No.45663 Board Notice 184 of 2021.

5.2.2 Disbursements as published in the monthly National Department of Public Works "Rates for Reimbursable Expenses" shall be used as a guideline. Discount can also be offered in this regard, but maximum rate applicable shall be for vehicles up to 2150cc.

5.2.3 Please note that total final fees payable will be calculated on final value of contract for "fee purposes" only or final contract cost estimates for "fee purposes" only (both for the applicable discipline) - whichever may be applicable at the time.

5.2.4 You are requested to submit your bid using the specified **Basis of Appointment indicated herein above** on your company letterhead duly signed by the Registered Professional who will be dedicated to this project and is based at the office address where the project is intended to be awarded within five (5) working days

## CONDITIONS OF APPOINTMENT

6.1 The entity must have within their employment or display their ability to have access to all the professional consultants as listed in paragraph 5.2.1 above.

6.2 This can be submitted by way of an organogram with details of the Registered Professional who will be leading each discipline and detailed curriculum vitas of the proposed professional/s. Where a resource/professional is being outsourced, a contract or agreement between both parties is to be submitted.

6.3 You will be expected to attend a minimum of 2 site meetings per month which only will be paid for, based on attendance during the construction process.

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

6.5 Your detailed organogram is to provide details of the various professionals within your entity. **Registered Professional Health and Safety Agent (PrCHSA)**, who will be dedicated to this project. Approval must be made in writing to the Department for any replacement of the designated professional/s.

6.6 Appointment will be as per Departmental Standard Conditions of Appointment for the respective discipline.

6.7 The estimated respective project duration are as follows:

FACILITY	DURATION
UMPUMULO HOSPITAL	18 Months

## 7. EVALUATION CRITERIA

7.1 The evaluation criteria will be in three phases

### Phase 1:

Administrative Compliance and Pre-Screening.

- Compliance with bid regulations (registration with CSD and other prescripts requirements)
- Registration on the relevant professional council (Construction Health and Safety Agent: Pr.CHSA)
- Failure to submit information listed on page 21 and 22 of 46 (Appendix B) will lead to immediate disqualification.

### Phase 2:

## COMPULSORY DOCUMENTS

Submission of Statutory and Essential Information

### Mandatory Requirements

	<b>Failure to submit any of the following documentation in the prescribed format will lead to immediate disqualification of the tender</b>
1.	Organogram that sets out the roles and responsibilities of each proposed team member, a registered Professional Health and Safety Agent (PrCHSA) - <b>CVs (minimum 5 years' experience) &amp; Valid Certified Professional Registration Certificates of all registered professionals to be provided as evidence.</b>
2.	Schedule of experience on projects completed in the previous five years, in general building construction projects (minimum of 2 project) <b>Award letter, Completion Certificates and Reference letters for each project to be included as evidence, for the following discipline:- (Health and Safety Agent).</b>
3.	Proof that the bidding entity carries adequate professional indemnity in line with the offered value of works. - <b>Proof to be provided in the form of professional indemnity certificates or letter from insurer confirming existence of professional indemnity for the following discipline:- (Health and Safety Agent: R3m).</b>

### PLEASE NOTE:

- The Department reserves the right not to award to the lowest bidder.
- Failure to submit any of the above documentation in the prescribed format, will lead to immediate disqualification.
- Tenderers who have submitted all the above documentation in the prescribed format, will move onto the next stage of evaluation i.e. 80/20 principle.

### VALIDITY

This bid shall be valid for a period of one hundred and twenty (120) calendar days calculated from the closing time specified.

#### Phase 3:

- Price and specific goals.
- Evaluation using the point system

**THE FOLLOWING SPECIFIC GOALS AS DEFINED IN THE PREFERENTIAL PROCUREMENT REGULATION 2022 WILL BE UTILIZED:**

No.	SPECIFIC GOALS	Number of points (90/10 system)	Number of points (80/20 system)
1.	<b>Ownership by Black people</b> Documentary Proof Required: Original Affidavit or Certified Copy <b>1. Sworn Affidavit; signed and dated by Commissioner of Oaths</b>		10
2.	Ownership by People who are Women		
3.	Ownership by People who are Youth		
4.	Ownership by People living with Disabilities		
5.	51% Ownership by People who are Military Veterans		
6.	Exempted Micro-Enterprise (EME)		
7.	<b>Promotion of enterprise located within eThekweni or iLembe District</b> <b>1. Proof of Municipal Account depicting Physical Address of the business (not older than 3 months) or</b> <b>2. Lease Agreement or</b> <b>3. Letter from Ward Councilor</b>		10
8.	<b>Promotion of enterprises located in rural areas</b>		
	TOTAL		20

*(Note Max Points = 20 for the 80/20 specific goals, Max Points= 10 for the 90/10 specific goals)*

SECTION H

OFFICIAL BRIEFING SESSION / SITE INSPECTION CERTIFICATE

**KZN DEPARTMENT OF HEALTH: ZNTD 01855W: WIMS 044012:  
UMPUMULO HOSPITAL: THE APPOINTMENT OF A HEALTH AND SAFETY  
AGENT ENTITY TO PROVIDE PROFESSIONAL HEALTH AND SAFETY  
AGENT SERVICES FOR THE CONSTRUCTION OF OPD WITH X-RAY,  
ADMIN BLOCK, PHARMACY, NEONATAL AND PHYSIOTHERAPY.**

Date : Refer to advert

Time : Refer to advert

Venue : Refer to advert

\*\*\*\*\*

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](http://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](http://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 BID

#### 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, authorized 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 authorized 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

#### 3. 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 authorized .....to 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 uthorized 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 authorized 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 authorized 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 authorized representatives of the enterprises, authorized 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 authorized 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 authorized representatives of concerned enterprises, authorized 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 authorized to sign all documents in connection with this bid on behalf of:

(Name of Consortium).....

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

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

(PRINT NAME)

## APENDIX A SUMMARY OF PROFESSIONAL FEES

### APPENDIX A : BID PROFOMA

**KZN DEPARTMENT OF HEALTH: ZNTD 01855W: WIMS 044012: UMPUMULO HOSPITAL: THE APPOINTMENT OF A SAFETY AGENT ENTITY TO PROVIDE PROFESSIONAL HEALTH AND SAFETY AGENT SERVICES FOR THE CONSTRUCTION OF OPD WITH X-RAY, ADMIN BLOCK, PHARMACY, NEONATAL AND PHYSIOTHERAPY.**

**General Notes –**

- Preference Points and Percentage discount offered take precedence over any additional detailed fee calculations submitted, where there is any ambiguity
- Disbursements as published in the monthly National Department of Public Works “Rates for Reimbursable Expenses” shall be used as a guideline. Discount can also be offered in this regard, but maximum rate applicable shall be for vehicles up to 2150cc (latest published)

### PROFESSIONAL CONSTRUCTION HEALTH AND SAFETY AGENT FEES CALCULATION

Estimate Project Cost (excl) VAT	R 161 000 000,00	
	Primary Fee	R 2 360 225,00
2,09% of 71 000 000 (bal over 90 000 000)	Marginal Fee	R 1 483 900,00
	<b>Total Fees</b>	<b>R 3 844 125,00</b>
	Principal Agent	0% R 0,00
	Alteration Factor	0% R 0,00
	Alteration Fees	0% R 0,00
		<b>R 3 844 125,00</b>

### APPORTIONMENT OF FEES

Stages	Apportionment (%)	Reduction(%)	Fees
Stage 1 : Inception1	2%	0%	R 0,00
Stage 2 : Concept & Vaibility	15%	100%	
Stage 3 : Design Document	20%	100%	
Stage 4 : Documentation & Procurement	30%	100%	
Stage 5: Construction	30%	100%	
Stage 6 Closeout	3%	100%	
<b>Sub-Total 1</b>			
Add Disrbusement @ 5%			
<b>Sub-Total 2</b>			
Less Discount Offered @ %			
<b>Sub-Total 3</b>			
Add CIDB Traing Cost @ 0%			
<b>Sub-Total 4</b>			
VAT @ 15%			
<b>Total fees to carry to form of offer (Section F)</b>			

**KZN DEPARTMENT OF HEALTH: ZNTD 01855W: WIMS 044012:  
UMPUMULO HOSPITAL: THE APPOINTMENT OF A HEALTH AND SAFETY  
AGENT ENTITY TO PROVIDE PROFESSIONAL HEALTH AND SAFETY  
AGENT SERVICES FOR THE CONSTRUCTION OF OPD WITH X-RAY,  
ADMIN BLOCK, PHARMACY, NEONATAL AND PHYSIOTHERAPY.**

**APPENDIX B – RETURNABLE DOCUMENTS**

<b>CHECKLIST OF RETURNABLE DOCUMENTS</b>			
<b>Item No.</b>	<b>Required Document</b>	<b>Tick</b>	
		<b>Y</b>	<b>N</b>
1.	Valid SARS Tax Pin Number, ( to be labelled as E1)		
2.	Central Supplier Database Registration with National Treasury (Unique Reference Number & Supplier Number)		
3.	Proof of Registration with Council (Attach Letter of Good standing with the relevant council if applicable dated during the year of Quotation) ( to be labelled as E2)		
4.	Proof of Registration with Companies and Intellectual Property Commission (CIPC) (printout not older than 1 month) ( to be labelled as E3)		
5.	Declaration of interest by Consultant – SBD 4		
6.	Proof of Residential Address (Municipality Rates Bills, Telephone Bill, or current lease agreement letter from Ward councillor or affidavit from Commissioner of oaths, if office is in an area where rates are not paid) ( to be labelled as E4)		
7.	Quotation from the Consultant (Attach Appendix A – Stamped and dated )		
8.	Proof of the relevant professional Indemnity Insurance – Proof to be provided in the form of professional indemnity certificates or letter from insurer confirming existence of professional indemnity for the following discipline:- (Health and Safety Agent: R3 million). (to be labelled as E5)		
9.	Company Profile (highlighting relevant experience on a similar project) (to be labelled as E6)		
10.	Schedule of experience on projects completed in the previous five years, in general building construction projects. The proof in the form award letters, Completion Certificates and reference letters for each project to be included as evidence for the following discipline : Health and Safety Agent (to be labelled E7) (Minimum of 2 projects)		
11.	Organogram that sets out the roles and responsibilities of each proposed team member. (to be labelled E8)		

12.	Detailed Curriculum Vitae of each proposed team member: Must be professional registered with relevant council team to consist of an alternative registered professional. (to be labelled as E9)		
13.	Attach proximity of service provider in relation to project(s) (to be labelled E10)		
14.	<p>Documentary Proof Required: 1) Sworn Affidavit; signed and dated by Commissioner of Oaths if claiming preference points under identified Specific Goals. Original Affidavit or Certified Copy.</p> <p>Promotion of enterprise located within eThekweni Municipality</p> <p>1. Proof of Municipal Account depicting Physical Address of the business (not older than 3 months) or</p> <p>2. Lease Agreement or</p> <p>3. Letter from Ward Councilor</p>		

## APPENDIX C – 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 <b>Department of Public Works</b> .
1	The Period of Performance is from inception of this Contract until the Service Provider has completed all Deliverables in accordance with the Scope of Services.
1	The Project is to the provision of Standard Professional Services for the Project.
3.4 and 4.3.2	The authorised and designated representative of the Employer is the departmental project manager, details of whom are as indicated in T1.1 Notice and Invitation to Tender under item T1.1.4.
3.4.1	Communication by e-mail is not permitted.
3.5	The Services shall be executed in the Service Provider's own office and on the Project site. No portion of the work may be performed by a person employed by the State. No portion of the work may be sublet to any other person or persons without the prior written approval of the Employer.
3.6	Omit the following: "... within two (2) years of completion of the Service ...".
3.11.1	<p>Period of Performance shall be sub dividable in separate target dates according to the programme to be submitted in terms of clause 3.14 hereof.</p> <p>A Penalty amount of R500 per day will be applicable per target date, to a maximum equal to R15 000, after which the contract may be terminated.</p>
3.14	<p><u>For fees stipulated as "value based" in C2.1 Pricing Instructions, C2.1.1.1:</u></p> <p>Programme:</p> <p>A programme for the performance of the Service shall be submitted by the Service Provider, identified as the principal agent, to the departmental project manager, within a period of two (2) weeks following the briefing meeting.</p> <p>The programme will be the result of the co-ordination of all appointed Service Providers' inputs and shall be in sufficient detail describing key milestones, events and activities linked to the fastest realistic timeframes in which the Service can be delivered. Milestones and events are to be listed based on the Scope of Services described of the various appointed Service Providers'</p>



	<p>tender documents and presented in bar chart format. No milestones may, at the co-ordination stage, be extended beyond the timeframes outlined in Project Programme without acceptable reasons. The programme thus compiled and presented by the principal agent must be counter-signed by all appointed Service Providers as proof that the programme was agreed upon by all during the said co-ordination action.</p> <p>The Employer retains the right to negotiate such submitted programme with the principal agent in consultation with the appointed Service Providers, if required, to promote the interest of the project.</p> <p><u>For fees stipulated as "time based" Pricing Instructions:</u>  <u>Project Execution Plan (PEP):</u>  A PEP for the performance of the Service shall be submitted by the Service Provider, to the departmental project manager, within a period of two (2) weeks following the briefing meeting.</p> <p>In the event of the Employer not being satisfied with the submitted PEP, the Parties will negotiate in good faith towards a PEP that will be agreeable to both. Such an agreed-upon PEP will form the basis for the management of the appointment and remuneration purposes. Should circumstance change from the initial briefing, the Service Provider and the Employer will negotiate a revised PEP to satisfy such change(s). Should the Parties fail to reach agreement on the PEP or revised PEP, the matter will be dealt with in terms of the General Conditions of Contract. Should the mediation process fail, the Contract will be deemed to have been mutually terminated and any reasonable fees accrued at that stage settled by the Employer.</p>
4.1.1	<p>Briefing meeting:  The departmental project manager shall arrange a briefing meeting, compulsory for all appointed Service Providers, as soon as practicable after the appointment of the professional team as referred to in C3.5.1 Service Providers, or after the appointment of the core members of the professional team required to commence with the Services if not appointed at the same time, during which meeting the departmental project manager, together with any supporting advisors, will verbally brief the professional team comprehensively regarding the requirements of the project and the Scope of Services and hand over, to the Service Providers, all documentation relevant to the execution of the Service.</p>
4.4	A list of others providing Services on this Project will be provided by the Project Leader.
5.4.1	Minimum professional insurance cover of R3 million, with the first amount payable not exceeding 5% of the value of indemnity, and/or personal liability – all as more comprehensively described as 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"> <li>1. Travelling for which payment will be claimed. Travelling and subsistence arrangements and tariffs of charges;</li> <li>2. Deviate from the final programme as per the programme above;</li> <li>3. Deviate from the programme (delayed or earlier);</li> <li>4. Deviate from or change the Scope of Services;</li> <li>5. Change Key Personnel on the Service.</li> </ol>
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, Scope of Services and Brief.
8.4.3 (c)	The period of suspension is not to exceed two (2) years.
9.1	Copyright of documents prepared for the Project shall be vested with the Employer.
12.1.2	Interim settlement of disputes is to be by mediation.
12.2.1	In the event that the Parties fail to agree on a mediator, the mediator is to be nominated by the president of the Association of Arbitrators (Southern Africa).

12.2.4 / 12.3.4	Final settlement is by litigation.
13.1.3	All partners in a joint venture or consortium shall carry the same professional indemnity insurance as per 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.
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 the 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 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</p>

	<p>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><b>NAME:</b> .....</p> <p><b>CAPACITY:</b> .....</p> <p><b>SIGNATURE:</b> .....</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, <b>and/or</b>, one or more professional(s) employed to render professional services, for whom certified copies of certificates or other documentation clearly proving current professional registration with the relevant council, including registration numbers, must be included with the tender as part of the returnable documentation.</p> <p>The Key Persons and their jobs / functions in relation to the Services are:</p> <table border="1"> <thead> <tr> <th>Name</th><th>Principal and/or employed professional(s)</th><th>Specific duties</th></tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> <tr><td>5.</td><td></td><td></td></tr> <tr><td>6.</td><td></td><td></td></tr> <tr><td>7.</td><td></td><td></td></tr> <tr><td>8.</td><td></td><td></td></tr> <tr><td>9.</td><td></td><td></td></tr> <tr><td>10.</td><td></td><td></td></tr> </tbody> </table>	Name	Principal and/or employed professional(s)	Specific duties	1.			2.			3.			4.			5.			6.			7.			8.			9.			10.		
Name	Principal and/or employed professional(s)	Specific duties																																
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7.2	A Personnel Schedule is not required.																																	

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

### **APPLYING THE CIDB SKILLS STANDARD IN CONSTRUCTION PROJECTS (PROFESSIONAL SERVICES)**

In the event that the cost of PSP exceed R5 Mil. Skills development should apply as per Gazette 48491 of 28 April 2023.

Provide workplace Training Opportunities Relevant to Professional Service Contracts

Method 3 - To provide work integrated learning opportunities for; university of Technology;  
or comprehensive University P1 & P2.

Method 4 - To provide structured workplace learning for; candidates for professional  
registration with statutory council.

### **APPLICATION OF THE SKILLS STANDARD**

Professional services contracts: > R 5m and 12 months duration or longer

Contract Skills Development Goal (CSDG); Hours Professional Service Contract at 150 hours allocated  
for placement per R1 million of contract value.

E.g. R5 million contract value  
5 X 150 hours  
= 750 hours

Therefore PSP must employ a person using method 3 or 4 for a minimum period of 750hrs.

**For more details: Refer to CIDB guide lines**

## APPENDIX D – PRICING DATA

### 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 for the Professional Service Providers will be paid on Value basis as specified in clause C2.1.3

The words “value based” and “percentage based” used in connection with fee types in this document or any documents referred to in this document are interchangeable and are deemed to have the same meaning.

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

**Fees based upon relevant guidelines for tariff of fees as detailed in this tender** (in the event of the basis for remuneration being indicated above as a “value based” fee)

or

**The different rates for the different categories** in the Activity Schedule for Time Based Fees, column (c) (in the event of the basis for remuneration being indicated above as a “time based” fee)

all as set out below.

##### C2.1.2 Remuneration for Professional Service Providers

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

- **In the event of the basis for remuneration being a “value based” fee, of the normal fees tendered** plus Value Added Tax, all according to the provisions

or

- **In the event of the basis for remuneration being a “time based” fee, the different rates tendered for the different categories for Time Based Fees”, multiplied by the actual number of hours spent** plus Value Added Tax.

##### C2.1.2.2 The amount tendered herein is for tender purposes only and will be amended according to the application of the value fee scale *vis-à-vis* the actual cost of construction (if basis of remuneration has been set at “value based” or the actual number of hours for each level (if basis of remuneration has been set at “time based”).

##### C2.1.2.3 Reimbursable rates for typing, printing and duplicating work and forwarding charges as set out will be paid in full, irrespective of the percentage or rates tendered as referred to above

##### C2.1.2.4 **Disbursements in respect of all travelling and related expenses** including all travelling costs, time charges and subsistence allowances related thereto **will be paid for separately.**

The site must be visited as often as the works require for the execution of all duties on the Project. The Service Provider must be available at 24 hours notice to visit the site if so required. All costs in this regard will be deemed to be included in the applicable fees.

##### C2.1.2.5 All fee accounts must be accompanied by an updated original written certification by the quantity surveyor, if appointed, of the amount(s) on which fees are based. The onus, however, rests on the Service Provider to calculate fees on the appropriate value and according to the correct fee scale, read in conjunction with this Contract.

- C2.1.2.6 All fee accounts need to be signed by a principal of the Service Provider and submitted in original format, failing which the accounts will be returned. Copies, facsimiles, electronic and other versions of fee accounts will not be considered for payment.
- C2.1.2.7 For all Services provided on a time basis, time sheets giving full particulars of the work, date of execution and time duration, should be submitted with each fee account.
- C2.1.2.8 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 the General Conditions of Contract.
- C2.1.2.9 Accounts for Services rendered may be submitted on the successful completion of each stage of work. Interim accounts will only be considered during the construction stage of the works and then not more frequently than quarterly except if otherwise agreed between the authorised and designated representative of the Service Provider and the Employer. Payment of accounts rendered will be subject to the checking thereof by the departmental project manager. The Employer reserves the right to amend the amounts claimed in order to conform to the rates stipulated in this Contract and make payment on the basis of the balance of the account in accordance with the General Conditions of Contract.

### **C2.1.3 Value based fees**

- C2.1.3.1 Fees for work done under a value based fee  
Where value based fees are payable (if basis of remuneration has been set at "value basis"), the Service Provider will be remunerated for Services rendered, subject to the provisions above and subject to the specific terms and conditions stated below and elsewhere in this document. This tariff of fees will be payable for the full Period of Performance.
- C2.1.3.2 Normal services  
The fee for normal services shall be based on the fee provided.  
  
Where the Service Provider is required to perform a portion of the normal services only, the relevant portion of the fee shall be paid.
- C2.1.3.3 Interim payments to the Service Provider  
For the purposes of ascertaining the interim payments due, the cost of the works, which shall exclude any provisional allowances made to cover contingencies and escalation, shall be:
- the applicable portion of the net amount of the accepted tender, or
  - if no tender is accepted, the net amount of the applicable portion of the lowest suitable tender, unless acceptable motivation can be provided to prove that such amount is unreasonable, or
  - if the contract is awarded by negotiation the negotiated price, or
  - if no tenders are invited or if no suitable tenders are received or if no negotiation is concluded, the estimate. The estimate shall be the one accepted by the Employer as representing the value of the works, which for purposes of interim payments will be deemed to be 80% of the engineers estimate or if appointed, 80% of the quantity surveyors estimate.
- C2.1.3.4 Fees for documentation for work covered by a provisional sum  
Where a provisional sum is included in the bills of quantities for work to be documented at a later stage, the documentation fee in respect of such work shall be remunerated at the time when the documentation has been completed. The fee shall relate to the type of documentation drawn in respect of each section of such work.
- C2.1.3.5 Time charges for work done under a value based fee  
Where time charges are payable according to the rates set out below, will be applicable.

C2.1.3.5.1 Time charges are reimbursable at rates applicable at the time of the actual execution of the specific service. The "Rates for Reimbursable Expenses" as amended from time to time and referred to below, is obtainable on the Employer's Website: <http://www.publicworks.gov.za/> under "Documents"; "Consultants Guidelines"; item 1.

C2.1.3.5.2 The scale of fees on time charges, on which Value Added Tax is excluded, shall be at the following rates per hour, rounded off to the nearest rand: (see Table 8 of "Rates for Reimbursable Expenses" for the actual amounts calculated in accordance with to the principles laid down below):

- (i) registered professional principals\*: 18,75 cents for each R100,00 of the total annual remuneration package attached to the lowest notch of a level 13 salary range (Director) in the Public Service;
- (ii) registered professionals\*: 17,5 cents for each R100,00 of the total annual remuneration package attached to the lowest notch of a level 12 salary range (Deputy Director second leg) in the Public Service;
- (iii) registered technicians\*\*: 16,5 cents for each R100,00 of his/her **gross annual remuneration**; provided that this hourly rate shall not exceed 16,5 cents for each R100,00 of the total annual remuneration package attached to the lowest notch of a level 11 salary range (Deputy Director first leg) in the Public Service.

\*(includes professional architects, professional quantity surveyors, professional engineers, professional technologists [engineering], professional planners and professional construction project managers)

\*\* (includes professional technicians [engineering] professional senior technologists [architectural], principal technologists [architectural] and technical planner).

Hourly rates calculated in terms of (i), (ii) and (iii) above shall be deemed to include overheads and charges in respect of time expended by clerical Personnel which shall, therefore, not be chargeable separately.

C2.1.3.5.3 Unless otherwise specifically agreed in writing, remuneration for the time expended by principals in (i) above on a project shall be limited to 5 per cent of the total time expended for time charges in respect of the Project. Any time expended by principals in excess of the 5 per cent limit shall be remunerated at the rates determined in (ii) or (iii) above.

C2.1.3.5.4 Notwithstanding the above, where work is of such a nature that Personnel as described in C2.1.3.5.2 (iii) above are capable of performing such work, it shall be remunerated at that level and not at the rates described in (i) and (ii) above, irrespective of who in fact executed the work.

C2.1.3.5.5 Gross annual remuneration in C2.1.3.5.2 (iii) above shall mean basic salary and guaranteed annual bonus; fringe benefits not included in basic salary; income benefit, as determined from time to time by the South African Revenue Services for income tax purposes, for the private use of a motor vehicle by the employer; employer's contribution to pension/provident fund, medical aid and group life assurance premiums; Compensation Fund and Unemployment Fund contributions, Metropolitan Council levies and any other statutory contributions or levies; all other costs and benefits as per conditions of appointment but excluding any share of profit and payment for overtime.

C2.1.3.5.6 The salaries referred to in C2.1.3.5.2 (i) to (iii) above can change from time to time, which will, therefore, change the rates applicable. These rates will, however, only be adjusted on the first day of each calendar year irrespective of any changes in salary ranges during the relevant year. The rates applicable at the time of the execution of the work as set out in Table 8 of the "Rates for Reimbursable Expenses", as amended from time to time, may be claimed.

#### C2.1.3.6 Additional Services

##### C2.1.3.6.1 Additional Services pertaining to all Stages of the Project

Unless separately provided for hereunder and scheduled in the Activity Schedule, no separate payment shall be made for the additional services. The cost of providing these services shall be deemed to be included in the value based fee tendered for normal services.

##### C2.1.3.6.2 Construction monitoring

The construction monitoring requirements are as specified.

(a) If Level One, part time, monitoring has been specified then no separate payment shall be made for construction monitoring staff or for the transport of the monitoring staff. The cost of providing construction monitoring staff and transport shall be deemed to be included in the value based fee tendered for normal services.

(b) If Level Two, full time, monitoring has been specified then provision shall be made in the Activity Schedule for the envisaged site staffing requirements as specified. The unit of measure shall be the rate per calendar month (pro rata for part of a month). Payment shall only be applicable for the period actually established on site and shall in no instance be prior to the date of official handover of the Works to the Contractor or after the date of issue of the Certificate of Completion for the Works contract. The rates tendered for the relevant site staff shall include full compensation for all costs including, inter alia, the following:

- Salary
- Additional allowances
- Bonuses
- Leave and sick leave
- All company contributions such as provident fund, group life benefits, medical aid etc.
- Levies
- Office equipment
- Relocation cost and accommodation
- Travelling
- Handling cost and profit.

Payment for personnel shall exclude any periods of leave or sick leave. Time sheets for staff shall be included in the monthly fee account submitted to the Employer for payment. Replacement of staff as a result of any extended period of leave or sick leave outside of the normal contractor's year end break shall be to the approval of the Employer.

No separate payment shall be made for the transport of the construction monitoring staff and the cost of the transport shall be deemed to be included in the monthly rate tendered for the provision of the staff.

##### C2.1.3.6.3 Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)

No separate payment shall be made for the service specified. The cost of providing this service shall be deemed to be included in the value based fee tendered for normal services.

##### C2.1.3.6.4 Quality Assurance System

No separate payment shall be made for the implementation of a quality management system as specified. The cost of providing this service shall be deemed to be included in the value based fee tendered for normal services.

##### C2.1.3.6.5 Lead Consulting Engineer

No separate payment shall be made for assuming the leadership of an Employer specified joint venture, consortium or team of consulting engineers as specified. The cost of providing this service shall be deemed to be included in the value based fee tendered for normal services.



C2.1.3.6.6 Principal Agent of the Client

No separate payment shall be made for assuming the role of principle agent of the Employer if specified. The cost of providing this service shall be deemed to be included in the value based fee tendered for normal services.

C2.1.3.6.7 Environmental Impact Assessment

No separate payment shall be made for the service specified. The cost of providing this service shall be deemed to be included in the value based fee tendered for normal services.

C2.1.3.6.8 Other unspecified services

The Employer may order duties that fall outside the scope of the project as tendered. Such additional duties may involve, but not limited to:

- Additional design requirements
- Evaluation of alternative tenders
- Additional investigations during the Defects and Liability Period
- Diverse other services

Any such additional services that may be required will be remunerated on a Time Basis as set out. The level of expertise necessary for any such additional work shall be concomitant with the issues to be addressed. The category of personnel necessary to undertake the work shall be approved by the Employer. Any additional identified service shall be fully scheduled and submitted to the Employer for approval prior to the commencement thereof.

**C2.1.4 Time based fees**

C2.1.4.1 Fees for work done under a time based fee

Where time based fees are payable (if basis of remuneration has been set at "time basis" according to the bid as per the NDPW Rates.

C2.1.4.3 Work will be remunerated for at the category level in which it falls as defined above, irrespective of whether the person who in fact executed the work functions at a higher category of responsibility and competence.

**C2.1.5 Set off**

The Employer reserves the right to set off against any amount payable to the Service Provider, any sum which is owing by the Service Provider to the Employer in respect of this or any other project.

**C2.1.6 Typing, printing and duplicating work and forwarding charges**

C2.1.6.1 Reimbursable rates

The costs of typing, printing and duplicating work in connection with the documentation which must of necessity be done, except those which must in terms of the relevant Manual or other instructions be provided free of charge, shall be reimbursable at rates applicable at the time of the execution of such work. The document "Rates for Reimbursable Expenses" as amended from time to time and referred to below, is obtainable on the Employer's Website: ; <http://www.publicworks.gov.za/> under "Documents"; "Consultants Guidelines"; item 1.

C2.1.6.2 Typing and duplicating

If the Service Provider cannot undertake the work himself, he may have it done by another service provider which specialises in this type of work and he shall be paid the actual costs incurred upon submission of statements and receipts which have been endorsed by him confirming that the tariff is the most economical for the locality concerned.

If the Service Provider undertakes the work himself, he shall be paid in respect of actual expenses incurred subject to the maximum tariffs per A4 sheet as set out in Table 1 in the "Rates for Reimbursable Expenses".

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, material lists, 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.

The typing of correspondence, appendices and covering letters are deemed to be included in the value based fees and time based fees paid.

**C2.1.6.3 Drawing duplication**

(a) For drawing duplication the standard rate as set out in Table 2 in the "Rates for Reimbursable Expenses" may be claimed **or** may be claimed according to the provisions as in (b) or (c) below.

(b) If the Service Provider undertakes the duplication of drawings, using his own duplication equipment, he shall be paid the actual cost incurred on condition that it is not higher than the lowest of three quotations of local firms doing drawing duplication in his locality. Such quotations must accompany his account.

(c) If the Service Provider does not undertake his own drawing duplication, he shall be paid the lowest of three quotations of local firms doing plan printing in his locality. Such quotations must accompany his account.

(d) Should there not be three firms doing drawing duplication in his locality, it must be mentioned on his account and the available quotation(s) must then accompany the account.

(The cost of providing all polyester negative prints required to form part of the original set of drawings, as-built drawings including computer assisted drawing records for all facets/disciplines involved in the project are included in the tendered fees and will not be reimbursed separately.)

**C2.1.6.4 Forwarding charges**

(a) Only the charges in respect of the forwarding of parcels by courier or air freight on special request by the Employer will be refunded, provided that such charges will not be refunded if the request had been made as a result of a delay caused by the Service Provider.

(b) The cost of postage, facsimile transmissions, telephone calls, e-mails, etc, is deemed to be included in the value based fees and time based fees paid.

**C2.1.7 Travelling and subsistence arrangements and tariffs of charges**

Notwithstanding the ruling in C2.1.2.4 above (regarding disbursements and travelling expenses which will not be paid separately), when the Service Provider is requested in writing by or obtained prior approval in writing from the Employer to attend specific meetings at any of the Employer's offices or any extraordinary meetings on site or elsewhere, he will be remunerated according to the provisions under C2.1.7.1 to C2.1.7.5 herein.

**C2.1.7.1 General**

The most economical mode of transport is to be used taking into account the cost of transport, subsistence and time. Accounts not rendered in accordance herewith may be reduced to an amount determined by the Employer.

As the tariffs referred to hereunder are adjusted from time to time, accounts must be calculated at the tariff applicable at the time of the expenditure.

Where journeys and resultant costs are in the Employer's opinion related to a Service Provider's malperformance or failure, in terms of this Contract, to properly document or co-ordinate the work or to manage the Contract, no claims for such costs will be considered.

- C2.1.7.2 Travelling time  
Fees for travelling time are as set out in Table 8 in the "Rates for Reimbursable Expenses".
- Fees are payable for travelling time at the tariff, as set less 2 hours of each journey on time charges for work done under a value based fee. Travelling time will be fully reimbursed.
- C2.1.7.3 Travelling costs  
Fees for travelling costs are as set out in Table 3 in the "Rates for Reimbursable Expenses".
- Travelling costs will be refunded for the full distance covered per return trip measured from the office of the Service Provider appointed.
- Compensation for the use of private motor transport will be in accordance with the Government tariff for the relevant engine swept volume, up to a maximum of 2100 cubic centimetres, prescribed from time to time and as set out in Table 3 in the "Rates for Reimbursable Expenses".
- C2.1.7.4 Hired vehicles  
In cases where use is made of hired vehicles, the most economical sized vehicle available is to be used but compensation shall nevertheless be restricted to the cost of a hired car not exceeding a capacity of 1600 cc. Where use of a special vehicle is essential (e.g. four track or minibus to accommodate more people), prior approval in writing must be obtained from the departmental project manager.
- C2.1.7.5 Subsistence allowance  
The subsistence allowances are as set out in Tables 4 and 5 in the "Rates for Reimbursable Expenses".
- Only actual costs are payable in respect of absence from office of less than 24 hours.
- Should the daily tariff as set out in Table 4 be inadequate, substantiated actual costs plus a special daily allowance as shown in Table 5 for incidental expenses, may be claimed. It must be noted that claims may only be according to Table 4 or Table 5. Accommodation should be limited to the equivalent of a three star hotel and no alcoholic beverages or entertainment costs may be claimed for.
- C2.2 Activity Schedule**
- C2.2.1 Activities
- C2.2.1.1 The services as defined in the Scope of Services are required. The activity schedule below lists the normal services as defined in the Government Gazetted as well as additional services as defined in the Scope of Services, of this document.
- C2.2.1.2 The estimated normal fees have been calculated using the Government Gazetted Tariffs - by applying the applicable fee scale given for a building project, to determine the basic fee and by multiplying the basic fee by the applicable multiplication factor given respectively.
- No allowance has been made in the estimated normal fees for the additional services that have been specified to be included in the normal fees. The tenderer shall make provision for the cost of the additional services that are to be included under normal services by adjusting the percentage tendered.
- C2.2.1.3 The services are to be provided in stages and the proportioning of the fee for normal services over the various stages shall be as set out in the Government Gazetted Tariffs
- C2.2.1.4 The tenderer must make provision for all activities necessary for the execution of the service as set out in the Scope of Services.

## APPENDIX E – PROFORMA FOR TRACEABLE REFERENCE LETTERS

<b>Referee Full Name:</b>			
<b>Project Role (indicate) or Project Client:</b>			
<b>Contact No./s: (1)</b>		<b>(2) (3)</b>	
<b>Email Address:</b>		<b>Other Contact Details:</b>	
<b>WIMS No. &amp; Bid Description:</b>			
<b>Has the project been completed?</b> <input type="checkbox"/> YES <input type="checkbox"/> NO    _____ % complete (if NO)			
Provide a brief description of the project below:			
Describe the service and nature or work the bidder provided to you below:			
<b>Criteria / Risks</b> (mark with an X)	<b>BELOW</b> expectations	<b>MEETS</b> expectations	<b>EXCEEDS</b> expectations
Professionalism – did the service provider always behave in a professional manner, while fulfilling their duties and providing the relevant service/s?			
Delivery of services – was the service delivered timeously? Are services currently being delivered timeously?			
Delivery of services – was/is the service delivered/being delivered satisfactorily to the specifications of the project?			
Sourcing– did/has the service provider source/d all required materials, equipment, and resources to ensure timeous delivery of the project?			
Knowledge – did/does the service provider show satisfactory understanding of the project?			
Dealing with challenges – when challenges arouse was the service provider able to satisfactorily address these challenges?			

Communication – was/is the service provider able to effectively communicate to parties during the project?			
Project management – was/is the service provider able to coordinate and undertake multiple processes of the project concurrently and ensure effective project management during the project?			
Would you use the provider again? <input type="checkbox"/> YES <input type="checkbox"/> NO			
Overall Impression:			
Other Comments:			
Approximate value of contract / Value for fee purposes: R _____ (strike off whichever is not applicable)			
Completed by:			
Signature:			
Company Name:			
Contact Telephone Number:			
Date:			

*Note: If the space provided is insufficient, the comments may be included in an attachment (attached document to follow the above format).*

# **ANNEXURE A**

## **(Inception Report Stage 1)**



## public works

Department:  
Public Works  
**PROVINCE OF KWAZULU-NATAL**

# INCEPTION REPORT

**WIMS 044012:**  
**UMPHUMULO HOSPITAL: NEW CORE BLOCK: PHASE 1 - CONSTRUCTION OF**  
**NEW MATERNITY AND NEONATAL UNIT, RECONFIGURATION OF ROAD AND**  
**ENTRANCE ACCESS, GUARDHOUSE, NEW EXTERNAL WAITING AREA (PPT),**  
**NEW ROADWAYS AND CIRCULATION, RELOCATION OF GATEWAY CLINIC,**  
**PARKING.**

Stage 1: Inception & Viability  
Rev. 0

28 February 2025

Prepared for

Mr. Gcobani Nyakatha  
KZN Department of Public Works  
Private Bag X9153  
Pietermaritzburg  
3200



## public works

Department:  
Public Works  
**PROVINCE OF KWAZULU-NATAL**

Prepared by

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Statement of Confidentiality

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## DOCUMENT CONTROL

### Document Reference

<b>Document</b>	Inception Report
<b>Project</b>	WIMS 044012: UMphumulo Hospital: New Core Block: Phase 1 - Construction of New Maternity and Neonatal Unit, Reconfiguration of Road and Entrance Access, Guardhouse, New External Waiting Area (PPT), New Roadways and Circulation, Relocation of Gateway Clinic, Parking.
<b>Work Stage</b>	Stage 1
<b>Revision No.</b>	0
<b>Revision Date</b>	28 February 2025
<b>Status</b>	Draft
<b>File No.</b>	HC003

### Version History

Rev. No.	Date	Changed By	Description

### Quality Control

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<b>Reviewed By</b>		
<b>Authorized By</b>	Khayelihle Mngoma	

### Queries And Comments

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**CONTENTS**

Document Control..... ii

1. TERMS OF REFERENCE.....4

2. BACKGROUND.....4

3. SITE ANALYSIS AND INVESTIGATIONS .....5

4. ATTACHMENTS.....9

## 1. TERMS OF REFERENCE

A full complimentary multidisciplinary team of professional services consultants were appointed by the KwaZulu-Natal Department of Public Works in July 2022 for the design and construction of a New Core Block for 158 beds that will replace and upgrade the existing hospital facility. It includes an Emergency Centre, OPD, Theatres & CSSD and Allied Services. A Mental Health Inpatient Unit will also be constructed. Relocation of an existing Gateway clinic and repurposing of the existing OPD as a subsequent phase.

Due to the clinical requirements for the Core Block, the project has been divided into 5 phases. Phase 1 of the project will be the construction of New Maternity and Neonatal Unit, reconfiguration of road and entrance access, Guardhouse, new External Waiting Area (PPT), new roadways and circulation, relocation of Gateway Clinic and parking.

## 2. BACKGROUND

During the initial project handover to professional service providers (PSPs), preliminary investigations and meetings were held with hospital management at the premises through the Department of Health Infrastructure Project Leader, Ms Stamatia Katsikoyiannis (client) and KwaZulu-Natal Public Works then project manager, Mr Nkanyiso Zondi (implementing agent). It was determined by the client that a review of the implementation of the project and formulation of a revised brief was required.

The PSPs set out to conduct site investigations and formulated cost estimates to submit to the client for the purposes of formulating a revised brief. The scope of works for the PSPs consisted of the following activities:

- Site Development reference plan and identification of building uses
- Propose survey of buildings to be demolished
- Hi-res drone imagery and video
- Electrical and electronics order of magnitude estimate
- HVAC, fire and medical gas order of magnitude estimate
- Order of magnitude estimate

This work laid the foundation of the compilation of the project phasing and revised brief by Department of Health titled **WIMS 044012: UMphumulo Hospital: New Core Block: Phase 1 - Construction of New Maternity and Neonatal Unit, Reconfiguration of Road and Entrance Access, Guardhouse, New External Waiting Area (PPT), New Roadways and Circulation, Relocation of Gateway Clinic, Parking.** now led by KwaZulu-Natal Public Works then project manager, Mr Gcobani Nyakata.

### 3. SITE ANALYSIS AND INVESTIGATIONS



Figure 1: UMphumulo Hospital site drone imagery, (Author: 2022).



Figure 2: UMphumulo Hospital site drone imagery, (Author: 2022).



*Figure 3: UMphumulo Hospital site drone imagery, (Author: 2022).*



*Figure 4: UMphumulo Hospital'site drone imagery, (Author: 2022).*

Detailed investigations were carried out on the existing buildings using the attached reference plan Annexure 1. The below images as a sample are categorized and referenced to the building usage.

**Cluster A: Hospital Activities and Admin Support Staff**



**Cluster B: Gateway Clinic Services**



**Cluster C: Workshops, Services and Support Staff**



**Cluster D: Staff Accommodation**



**Cluster E: Other Services**



**Site Pictures**



#### **4. ATTACHMENTS**

1. Annexure 1: Site Plan - Image Reference Layout
2. Annexure 2: Site Plan – Existing Facility
3. Annexure 3: Electrical and Electronics Order of Magnitude
4. Annexure 4: HVAC, Fire and Medical Gas Order of Magnitude
5. Annexure 5: Order of Magnitude Estimate







