



BID NUMBER:	ZNB 5317/2025-H
BID DESCRIPTION:	APPOINTMENT OF A PROFESSIONAL CONSORTIUM PROVIDING PROFESSIONAL SERVICES CONSISTING OF MECHANICAL ENGINEERING & ELECTRICAL ENGINEERING PROFESSIONALS FOR THE CONSTRUCTION OF A NEW 550 BEDDED TERTIARY HOSPITAL
VADILITY PERIOD	84 DAYS
Closing Date:	14 APRIL 2026
Closing Time:	11:00 AM
Physical Address for Delivery of Bid Documents	KZN Department of Health Central Supply Chain Management Unit Old Boys School 310 Jabu Ndlovu Street Pietermaritzburg, 3201
COMPULSORY BRIEFING SESSION MEETING:	Date: 18/03/2026 Physical address: Townhill Hospital, Hyslop Road Pietermaritzburg Venue: Gym Hall Time: 10:00am

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

KWAZULU-NATAL PROVINCIAL GOVERNMENT BIDDING FORMS

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APPOINTMENT OF A PROFESSIONAL CONSORTIUM PROVIDING PROFESSIONAL SERVICES
 CONSISTING OF MECHANICAL ENGINEERING & ELECTRICAL ENGINEERING PROFESSIONALS FOR THE
 CONSTRUCTION OF A NEW 550 BEDDED TERTIARY HOSPITAL

Bid/Tender No:	ZNB 5317/2025-H	Project Code:	N/A
Advert Date:	27/02/2026	Closing Date:	14/04/2026
Closing Time:	11:00am	Validity Period:	84 Calendar Days
Date and Time of Compulsory Site Briefing:	18/03/2026 @ 10:00am		
Venue of Compulsory Site Briefing:	Townhill Hospital, Hyslop Road Pietermaritzburg Venue: Gym Hall		

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	ZNB 5317/2025-H	CLOSING DATE:	14/04/2026	CLOSING TIME:	11:00am
DESCRIPTION	APPOINTMENT OF A PROFESSIONAL CONSORTIUM PROVIDING PROFESSIONAL SERVICES CONSISTING OF MECHANICAL ENGINEERING & ELECTRICAL ENGINEERING PROFESSIONALS FOR THE CONSTRUCTION OF A NEW 550 BEDDED TERTIARY HOSPITAL				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
CENTRAL SUPPLY CHAIN MANAGEMENT DIRECTORATE (OLD BOYS SCHOOL BUILDING),					
310 JABU NDLOVU STREET,					
PIETERMARITZBURG					
3200					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Demand Management		CONTACT PERSON	Mrs L Mathenjwa	
TELEPHONE NUMBER	033 815 8361/8386/8357		TELEPHONE NUMBER	033 940 2576	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	Scm.demandmanagement@kznhealth.gov.za		E-MAIL ADDRESS	Lindelwa.madonsela@kznhealth.gov.za	
SUPPLIER INFORMATION:					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g. company resolution)

DATE:

T1.2 Tender Data

T1.2.1 Standard Conditions of Tender

The conditions of tender are the Standard Conditions of Tender as contained in Annexure C of the Construction Industry Development Board (CIDB) Standard for Uniformity in Engineering and Construction Works Contracts as per Government Notice No. 423 published in Government Gazette No. 42622 of 08 August 2019 and as amended from time to time. Tenderers can obtain the Standard Conditions of Tender from the CIDB website.

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. In the event of any ambiguity, inconsistency, or contradiction between this tender document and any other document, whether referenced herein or not, the terms and provisions of this tender document shall take precedence.

Each item of data given below is cross-referenced to the clauses marked [C] in the Standard Conditions of Tender to which it applies.

Clause number	
[C.1.1]	The Employer is the KwaZulu-Natal Department of Health
[C.1.2]	For this Contract the single volume approach is adopted. This procurement document has been formatted and compiled under the headings for a single volume approach as contained in Table 5 of the CIDB Standard for Uniformity.
[C.1.4]	The Employer's agent for the purpose of this tender is deemed to be the Departmental Project Representative as noted in T1.1.3, b), Notice and Invitation to Tender.
[C.2.1]	Tenders will only be considered for acceptance if: <ol style="list-style-type: none">1. The tender is fully completed2. All Returnable Documents mentioned in T2: Returnable Documents have been submitted3. All eligibility criteria as stated in T2.2.13 have been satisfied4. All other minimum requirements as stated in the document have been satisfied5. All other compulsory requirements as stated in the tender document have been satisfied
[C.2.7]	A tender clarification meeting/compulsory briefing meeting will be held in respect of this tender on the specified location below. Attendance of the clarification meeting is compulsory. Due to the highly complex nature of the project, the tenderer is strongly advised to send senior members from each professional discipline that would play a vital role on the project, to attend. The particulars of the clarification meeting are:

	Location: Townhill Hospital, Hyslop Road Pietermaritzburg Venue: Gym Hall Date: 18/03/2026 Time: 10:00am
[C.2.13.5]	The Employer's address for delivery of tender offers is: SUPPLY CHAIN MANAGEMENT OLD BOYS SCHOOL 310 JABU NDLOVU STREET PIETERMARITZBURG 3201
[C.2.13.6]	A two-envelope process will not be followed.
[C.2.15]	The closing time for the submission of tenders is 11:00am.
[C.2.16]	The tender validity period is 84 days from the date of tender closure.
[C.2.19]	The tenderer shall provide access for inspections to the tenderer's offices as may be required by the Employer. The Employer reserves the right to verify any information/documentation submitted as part of this bid with the tenderer or with relevant third parties. Should the Employer be unable to authenticate submitted information/documentation or should the Employer determine that the premises of the tenderer is unsuitable to carry out the required services, the bid may be disqualified.
[C.2.22]	Not a requirement.
[C.2.23]	The tenderer is required to submit with his tender all documents listed in Part T2: Returnable Documents
[C.3.4]	The location for the opening of tender offers is: SUPPLY CHAIN MANAGEMENT OLD BOYS SCHOOL 310 JABU NDLOVU STREET PIETERMARITZBURG 3201
[C.3.5]	A two-envelope procedure will not be followed.
[C.3.9.4]	Add sub-paragraph c) as follows: 'c) If the tenderer does not accept the corrected tender offer or cannot reach consensus with the Employer on a corrected tender offer, the tender is to be classified as unacceptable/non-responsive and removed from further contention'.
[C.3.17]	The successful tenderer will be provided with an electronic copy of the contract.

SECTION A

SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF BIDDING FORMS

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

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and visa versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances whatsoever may the bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
4. Bids submitted must be complete in all respects.
5. Bids shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.
6. Each bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid.
7. All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids. Where, however, a bid is received open, it shall be sealed. If it is received without a bid number on the envelope, it shall be opened, the bid number ascertained, the envelope sealed and the bid number written on the envelope.
8. A specific box is provided for the receipt of bids, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.
9. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the bid documentation, and proof of posting will not be accepted as proof of delivery.
10. No bid submitted by telefax, telegraphic or other electronic means will be considered.
11. Bidding documents must not be included in packages containing samples. Such bids may be rejected as being invalid.
12. Any alteration made by the bidder must be 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.
17. Bidder must initial each and every page of the bid document.

PART T2: RETURNABLE DOCUMENTS

T2.1 List of Returnable Documents

This tender document in its entirety, including all returnable documents which must be attached to this tender document and all returnable schedules, must be returned when the tender is submitted.

Failure to submit fully completed documents as stated hereunder shall result in the tender offer being disqualified from further consideration.

CHECKLIST OF RETURNABLE DOCUMENTS			
Item No.	Required Documents	Tick	
		Yes	No
Please ensure the following items are fully completed and submitted as original documents:			
1.	PART A - INVITATION TO BID (SBD 1)		
2.	PART B - TERMS AND CONDITIONS FOR BIDDING (SBD 1)		
3.	T1.2 TENDER DATA		
4.	SECTION A - SPECIAL INSTRUCTIONS REGARDING COMPLETION OF BID		
5.	PART 2: RETURNABLE DOCUMENTS		
6.	SECTION B - PROOF OF REGISTRATION ON CENTRAL SUPPLIERS DATABASE (CSD)		
7.	SECTION C – DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE IS CORRECT AND UP TO DATE		
8.	SECTION D - OFFICIAL BRIEFING SESSION FORM		
9.	SECTION E - BIDDER'S DISCLOSURE (SBD 4)		
10	SECTION F - THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME (SBD 5) (NOT APPLICABLE)		
11	SECTION G - PREFERENCE POINTS CLAIM FORM (SBD 6.1)		
12	SECTION H - GENERAL CONDITIONS OF CONTRACT (GCC)		
13	SECTION L- AUTHORITY TO SIGN A BID		
14	T2.2.7 Bid Appeal Tribunal (BAT)		
15	T2.2.9 - Record of Addenda (if applicable)		
16	T2.2.11 Declaration of Total Number of Returnable Pages Submitted		

CHECKLIST OF RETURNABLE DOCUMENTS			
Item No.	Required Documents	Tick	
		Yes	No
17	T2.2.12 Compulsory Skills Development / Mentorship Programme – submission of 3 mentorship plans, 1 per professional discipline		
18	C1.1 – Form of Offer and Acceptance		
19	C1.2.3 – Data provided by the Service Provider		
20	C2.2 - Pricing Schedule		
Please ensure the following items are fully completed and submitted as per the stated instructions, if any:			
1.	Proof of Registration with Companies and Intellectual Property Commission (CIPC) – must be provided for each firm that forms part of the consortium		
2.	Proof of Company Address Utility bill issued by the Municipality in KwaZulu-Natal or Eskom or copy of valid lease agreement as well as a copy of utility bill from the landlord. Utility bills must not be older than 3 months from date of the tender advert. Proof of address must be provided for all firms that form part of the consortium – required before signing contract		
3.	Proof of ownership in the form of printouts from CSD or CIPC clearly indicating ownership details to receive Preference Points for Specific Goals		
4.	Submission of a USB flash drive / memory stick containing an exact electronic version (in an uneditable pdf format) of the entire tender document submission as per the requirements stated in SP1 and SP2 – no case. Optional but recommended.		
The following documents are to be completed / submitted for the evaluation of eligibility criteria:			
1.	Fully Completed Form A (Annexure A)		
2.	Fully Completed Annexure C		
3.	Proof of Registration Certificate with applicable Professional Council – recommend to remain as this makes the PSP eligible.		
4.	Official letter (on insurance company letterhead) from the insurance provider or the submission of the insurance policy document proving valid Professional Indemnity Insurance to the minimum value stated for each discipline individually (or the intention to insure) recommend to remain		
5.	Curriculum Vitae (CV) utilising the template in Annexure B for each professional stated on Form A (Annexure A) – remove and add experience to requirements for contract to be signed.		
6.	Fully Completed Form B (Annexure D)		

T2.2 Returnable Schedules

SECTION B

REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

1. In terms of the National Treasury Instruction Note, all suppliers of goods and services to the State are required to register on the Central Suppliers Database.
2. Prospective suppliers should register on the CSD website www.csd.gov.za
3. If a business is registered on the Database and it is found subsequently that false or incorrect information has been supplied, then.
 - 3.1. The Department may, without prejudice to any other legal rights or remedies it may have to cancel a bid, or a contract awarded to such supplier.
 - 3.2. The supplier would become liable for any damages if a less favourable bid is accepted, or less favourable arrangements are made.
4. **The same principles as set out in paragraph 3 above are applicable should the supplier fail to request updating of its information on the Central Suppliers Database, relating to changed particulars or circumstances.**
5. **IF THE SUPPLIER IS NOT REGISTERED AT THE CLOSING TIME OF THE BID, THE SUPPLIER WILL BE DISQUALIFIED AT THE BID EVALUATION PROCESS.**

SECTION C

DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE IS CORRECT AND UP TO DATE

(To be completed by bidder)

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

....., WHO

REPRESENTS (state name of bidder)CSD
Registration

Number.....

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

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

.....
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

DATE:

SECTION D
COMPULSORY BRIEFING SESSION CERTIFICATE

N. B.: THIS FORM IS ONLY TO BE COMPLETED WHEN APPLICABLE TO THE BID.

Site/Building/Institution Involved: **Townhill Hospital, Hyslop Road Pietermaritzburg, Gym Hall**

BID NUMBER: ZNB 5317/2025-H

Goods/Service/Work:

APPOINTMENT OF A PROFESSIONAL CONSORTIUM PROVIDING PROFESSIONAL SERVICES CONSISTING OF MECHANICAL ENGINEERING & ELECTRICAL ENGINEERING PROFESSIONALS FOR THE CONSTRUCTION OF A NEW 550 BEDDED TERTIARY HOSPITAL

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

On behalf of (company name)

Visited and inspected the site on **18/03/2026** at **10:00am** and is therefore familiar with the circumstances and the scope of the service to be rendered.

Signature of Bidder or Authorized Representative
(PRINT NAME)

DATE: ___/___/_____

Name of Departmental or Public Entity Representative
(PRINT NAME)

Departmental Stamp With Signature

SECTION 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 interest¹ 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 the 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**

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

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 consortium² 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.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

..... Signature Date
..... Position Name of bidder
This document must be signed and submitted together with your bid	

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

SECTION F:

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

1. PILLARS OF THE PROGRAMME

1.1. The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:

i) Any single contract with imported content exceeding US\$10 million.

Or

ii) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2-year period which in total exceeds US\$10 million.

Or

iii) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million.

Or

iv) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.

1.2. The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.

1.3. To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.

1.4. A period of seven years has been identified as the time frame within which to discharge the obligation

2. REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

2.1. In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.

2.2. The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1. (b) to 1.1. (d) above.

3. BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

- 3.1. Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.
- 3.2. In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:
 - Bid / contract number.
 - Description of the goods, works or services.
 - Date on which the contract was accepted.
 - Name, address and contact details of the government institution.
 - Value of the contract.
 - Imported content of the contract, if possible.
- 3.3. The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

4. PROCESS TO SATISFY THE NIP OBLIGATION

- 4.1. Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:
 - (a) the contractor and the DTI will determine the NIP obligation;
 - (b) the contractor and the DTI will sign the NIP obligation agreement;
 - (c) the contractor will submit a performance guarantee to the DTI;
 - (d) the contractor will submit a business concept for consideration and approval by the DTI;
 - (e) upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
 - (f) the contractor will implement the business plans; and
 - (g) the contractor will submit bi-annual progress reports on approved plans to the DTI.
- 4.2. The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid number: ZNB 5317/2025-H Closing date: 14 April 2026	
Name of bidder.....	
Postal address	
.....	
Signature.....	Name (in print)
Date.....	

SECTION G

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022:

This preference form must form part of all Bids invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, BIDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE BID AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

- 1.1. The following preference point systems are applicable to invitations to Bid:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2. **To be completed by the organ of state**
- a. The applicable preference point system for this Bid is the 90/10 preference point system.
 - b. The 90/10 preference point system will be applicable in this Bid. The lowest/ highest acceptable Bid will be used to determine the accurate system once Bids are received.
- 1.3. Points for this Bid (even in the case of a Bid for income-generating contracts) shall be awarded for:
- (a) Price; and
 - (b) Specific Goals.
- 1.4. **To be completed by the organ of state:**

The maximum points for this Bid are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS	10
Total points for Price and SPECIFIC GOALS	100

- 1.5. Failure on the part of a Bidder to submit proof or documentation required in terms of this Bid to claim points for specific goals with the Bid, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6. The organ of state reserves the right to require of a Bidder, either before a Bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“Bid”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive Bidding process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money Bided for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“Bid for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1. THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps} = \mathbf{80} \left(\mathbf{1} - \frac{\mathbf{Pt} - \mathbf{P}_{min}}{\mathbf{P}_{min}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left(\mathbf{1} - \frac{\mathbf{Pt} - \mathbf{P}_{min}}{\mathbf{P}_{min}} \right) \end{array}$$

Where

Ps = Points scored for price of Bid under consideration

Pt = Price of Bid under consideration

Pmin = Price of lowest acceptable Bid

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps} = \mathbf{80} \left(\mathbf{1} + \frac{\mathbf{Pt} - \mathbf{P}_{max}}{\mathbf{P}_{max}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left(\mathbf{1} + \frac{\mathbf{Pt} - \mathbf{P}_{max}}{\mathbf{P}_{max}} \right) \end{array}$$

Where

Ps = Points scored for price of Bid under consideration

Pt = Price of Bid under consideration

Pmax = Price of highest acceptable Bid

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the Bid. For the purposes of this Bid the Bidder will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this Bid:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the Bid documents, stipulate in the case of—
- an invitation for Bid for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable Bid will be used to determine the applicable preference point system; or
 - any other invitation for Bid, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable Bid will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the Bid and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to Bidders: The Bidder must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated 90/10 system	Number of points claimed 90/10 system (To be completed by the tenderer)	Documents to be submitted to earn points
<p>1) Historically Disadvantaged Persons (HDP):</p> <p>2 points are allocated to companies who are at least 51% owned by Black People who are women.</p> <p style="text-align: right;">Or</p> <p>2 points are allocated to companies who are at least 51% owned by black people or Person with Disabilities</p>	10		<p>Black Africans or Black People, women, youth: Ownership Certificate issued by the Companies and Intellectual Property Commission (CIPC), the department will use CSD database from National Treasury to check correctness of information submitted</p> <p>Disability: The valid medical certificate or copy of valid SASSA disability card or physical assessment by department's specialist doctors will serve as verification), the department will use CSD database from National Treasury to check correctness of disability status.</p>
<p>1) Reconstruction and Development Programme (RDP):</p> <p>4 points are allocated to point Promotion of Enterprise whose office is currently located in KwaZulu-Natal</p> <p>Or</p> <p>2 points are allocated to Promotion of Enterprises owned by Youth)</p>			<p>Locality: Municipal utility bill (Utility bill issued by the Municipality in KwaZulu-Natal or Eskom or copy of valid lease agreement as well as a copy of utility bill from the landlord. Utility bills must not be older than 3 months from date of the tender advert. Proof of address must be provided for all firms that form part of the consortium)</p>

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- i. Partnership/Joint Venture / Consortium
 - ii. One-person business/sole propriety
 - iii. Close corporation
 - iv. Public Company
 - v. Personal Liability Company
 - vi. (Pty) Limited
 - vii. Non-Profit Company
 - viii. State Owned Company
- [TICK APPLICABLE BOX

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the Bid, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- (a) The information furnished is true and correct;
- (b) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- (c) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- (d) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - i. disqualify the person from the Bidding process;
 - ii. recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - iii. cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - iv. recommend that the Bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - v. forward the matter for criminal prosecution, if deemed necessary.

.....	
SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:
DATE:
ADDRESS:

EME'S AND QSE'S MUST COMPLETE THE FOLLOWING APPLICABLE AFFIDAVIT FORM TO CLAIM PREFERENCE POINTS

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO/MACRO ENTERPRISE

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

- a) The contents of this statement are to the best of my knowledge a true reflection of the facts.
 b) I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name	
Trading Name (If Applicable):	
Registration Number	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of “Black People”	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians –</p> <p>a) who are citizens of the Republic of South Africa by birth or descent;</p> <p>or</p> <p>b) who became citizens of the Republic of South Africa by naturalisation-</p> <p>i) before 27 April 1994; or</p> <p>ii) on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;”</p>
Definition of “Black Designated Groups”	<p>“Black Designated Groups means:</p> <p>a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;</p> <p>b) Black people who are youth as defined in the National Youth Commission Act of 1996;</p> <p>c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act;</p> <p>d) Black people living in rural and under developed areas;</p> <p>e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;”</p>

- c) I hereby declare under Oath that:
2. The Enterprise is _____% Black Owned as per Amended Code Series 100 of the amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as amended by Act No 46 of 2013,

2. The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

3. The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

4. Black Designated Group Owned % Breakdown as per the definition stated above:

- i) Black Youth % = _____%
- ii) Black Disabled % = _____%
- iii) Black Unemployed % = _____%
- iv) Black People living in Rural areas % = _____%
- v) Black Military Veterans % = _____%

5. Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was R10,000,000.00 (Ten Million Rands) or less/ Based on the Audited Financial Statements/ Financial Statements and other information available

OR

on the latest financial year-end of _____ (DD/MM/YYYY), the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands)

6. Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At least 51% Black Owned	Level Two (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	Level Four (100% B-BBEE procurement recognition level)	

d) I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise, which I represent in this matter.

e) The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: ____/____/____

Stamp

Signature of Commissioner of Oaths

SECTION H:

GENERAL CONDITIONS OF CONTRACT (GCC)

In terms of Treasury Regulation 16A6.3(a)(i) "The accounting officer must ensure that bid documentation and the general conditions of a contract are in accordance with the instructions of the National Treasury."

Bidders are expected to be familiar with the general conditions applicable to government bids, contracts and orders; and rights and obligations of all parties involved in doing business with government.

Bidders are therefore required to initial each page of the attached **Annexure F** for General Conditions of Contract (GCC) and return with the bid document.

<i>I hereby confirm that I have read the General Conditions of Contract (GCC) as published by the National Treasury and I confirm that I fully understands its contents and conditions. I also confirm that I am wilfully committing to abiding by its contents.</i>			
Name:		Signature:	
Title/ Role:		Date:	

Note: Should you fail to submit **initialed Annexure F** for General Conditions of Contract (GCC) and return with the bid document as well as to sign this schedule, your bid may be disqualified.

SECTION L

AUTHORITY TO SIGN A BID

The bidder must indicate the enterprise status by signing the appropriate box hereunder.

(I) CLOSE CORPORATION	(II) COMPANIES	(III) SOLE PROPRIETOR	(IV) PARTNERSHIP	(V) CO-OPERATIVE	(VI) JOINT VENTURE / CONSORTIUM	
					Incorporated	
					Unincorporated	

I/We, the undersigned, being the Member(s) of Cooperative/ Sole Owner (Sole Proprietor)/ Close Corporation/ Partners (Partnership)/ Company (Representative) or Lead Partner (Joint Venture / Consortium), in the enterprise trading as:

.....

hereby authorise Mr/Mrs/Ms

acting in the capacity of

whose signature is

to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

NAME	ADDRESS	SIGNATURE	DATE

(if the space provided is not enough please list all the director in the resolution letter)

Note:

The following document must be attached to this form according to the status of the enterprise, in the form of a resolution authorising the signatory to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise, and **such resolution shall include a specimen signature of the signatory.**

Co-operative: Resolution letter from the directors

Close Corporation: Resolution letter from the directors

Company: Resolution letter from the director/s

Sole Proprietor: Resolution letter from the director

Partnership: Resolution letter from the director

Joint Venture / Consortium: Resolution/agreement passed/reached' signed by the authorised representatives of the enterprises

Note: Director/s may appoint themselves if they will be the one signing all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

Failure to complete, sign and date this form or failure to provide the certificate(s) in the form of a resolution as described above shall result in the tender being considered non-responsive and rejected.

SECTION M

Bid Appeal Tribunal (BAT)

BAT finds its establishment in the Treasury Regulation 16A9.3 and Section 18(1) of the KwaZulu-Natal Supply Chain Management Policy Framework. Treasury Regulation 16A9.3 empowers National and Provincial Treasury to establish a mechanism to consider complaints and make recommendations for remedial actions to be taken for the non-compliance with the norms and standards. Section 18(1) of the KZN SCM Policy Framework empowers the MEC for Finance to establish an independent and impartial Bid Appeals Tribunal. In line with Paragraph 19 of the KZN SCM Policy Framework of 2006 the following procedure must be followed to lodge an appeal:

- 1.1. The bidder must, within five working days of receipt of the **notification** of an award, deliver written notification of an intention to appeal.
- 1.2. The bidder may, together with the notification of intention to appeal under paragraph (2) of the KZN SCM Policy Framework, deliver a request for written reasons for the award of the said bid.
- 1.3. The Bid Adjudication Committee or a delegate of an accounting officer must deliver to the appellant the written reasons requested under paragraph (3) of the KZN SCM Policy Framework within ten working days.
- 1.4. The appellant must, within ten working days of receipt of the written reasons delivered under paragraph (4) of the KZN SCM Policy Framework, or, failing a request for written reasons under paragraph (3) of the KZN SCM Policy Framework, within ten working days of giving notice under paragraph (2) of the KZN SCM Policy Framework, submit written representations to the Bid Appeals Tribunal, indicating sufficiently and without unnecessary elaboration the grounds and basis of the appeal and the nature of the complaint.
- 1.5. Upon receipt of a notice of intention to appeal, the Bid Appeals Tribunal must notify other bidders who may be adversely affected by the appeal, in writing of the appeal and invite them to respond within five working days.

The address provided for the lodging of appeals is:

Email: Batsecretariat@kzntreasury.gov.za

The Chairperson

Bid Appeals Tribunal

Private Bag X9082

Pietermaritzburg

3200

SECTION N

Record of Addenda

The undersigned confirm that the following communications received from the employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

	Date	Title or Details	No. of Pages
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			

Attach Additional Pages if more space is required

Bidder to attach proof of receipt of above listed addenda

Signed:		Date:	
Name:		Position:	
Bidder:			

SECTION O

Acknowledgement of Conditions of Contract

Bidders are expected to be familiar with rights and obligations of all parties involved in doing business with government and the conditions of contract applicable to this bid. This includes:

- i) conditions of contract stated in this tender document
- ii) the referenced Standard Professional Services Contract (July 2009) Third Edition of CIDB document 1015, published by the Construction Industry Development Board (CIDB)
- iii) the referenced applicable Guideline Professional Fees documents for all relevant professional disciplines
- iv) any other document made reference to in this tender document

I hereby confirm that I have read the aforementioned documents including the Standard Professional Services Contract (July 2009) Third Edition of CIDB document 1015, published by the Construction Industry Development Board (CIDB) and I confirm that I fully understands its contents and conditions. I also confirm that I am wilfully committing to abiding by its contents.

Name:		Signature:	
Title/ Role:		Date:	

SECTION P

Declaration of Total Number of Returnable Pages Submitted

I hereby confirm that I have bound together and numbered all pages of my Returnable Documents (other than the tender document itself) utilising a consecutive numbering system.

The total number of pages submitted as Returnables (other than the tender document itself) is:

Name:		Signature:	
Title/Role:		Date:	

SECTION Q

Compulsory Skills Development / Mentorship Programme

As a condition of contract of this tender, all tenderers are required to submit a mentorship / skills development plan and sign a commitment to implement a Mentorship / Skills Development programme as outlined below.

- a) Tenderers are required to submit a proposed skills development / mentoring plan with a commitment to employ at least 1 youth individual per professional discipline (under the age of 35) for the duration of the project. The youth individual must possess a relevant qualification in the discipline concerned, not be a registered professional in their field and reside within either the Umkhanyakude, King Cetshwayo, or Zululand Districts. In addition, at least one of the youth individuals must be female. A mentoring plan for each professional discipline that is signed off by the Professional Principal of each firm, must be submitted. The mentoring plan shall include:
- the number of local youth to be employed
 - a narrative on how the firm shall assist the individual/s on their journey to becoming a professional
 - a signed commitment to have the individual/s employed for at least 80% of the project duration and to remunerate the individual/s in accordance with the rates published in the CIDB Build Programme remuneration table (see table on page 85, Method 4) as a minimum. Furthermore, the remuneration amount shall be revised as and when CIDB gazettes new remuneration rates
- b) Remuneration of the youth individuals (mentees) shall remain the sole responsibility of the consortium
- c) A skills development / mentoring plan for each professional discipline, signed by the Principal for each professional discipline, must be submitted. Therefore 3 mentoring plans are required as part of this tender
- d) Tenderers will be required to report monthly on the development of the youth individuals in accordance with the project Resource Management Plan
- e) The Tenderer shall replace the individual/s should they leave prematurely or when circumstances deem necessary to do so. The Tenderer shall ensure that a minimum of 1 local youth individual per discipline is employed for at least 80% of the project

I hereby confirm that I understand the aforementioned conditions and commit to implementing the Compulsory Skills Development / Mentorship Programme as a condition of contract of this bid, should I be awarded this contract. I further acknowledge that should I fail to implement this condition of contract, this will constitute a breach of contract and may result in termination of the contract.

Name:		Signature:	
Title/Role:		Date:	

SECTION R

Evaluation Criteria

The evaluation of bids will be conducted in three (3) phases:

PHASE 1: Responsiveness

- Correctness of bid document
- Compliance with SCM regulations (registration with Central Suppliers Database (CSD), Tax compliance, other prescripts requirements and submission of all documentation and information as per Part T2: Returnable Documents. All companies/firms that form part of the consortium shall comply with the stated requirements

If the bidder fails to satisfy any of the requirements of this Phase, the bidder will be declared non-responsive and be disqualified.

PHASE 2: Eligibility Criteria

2.1. Mandatory Requirements

All Eligibility Criteria returnables shall be numbered in accordance with the aforementioned numbering system (SP1), labelled and included under designated cover pages. In order to be eligible, the following criteria MUST be satisfied (i.e. this bid will only be regarded as responsive if):

- i) The tenderer/professional service provider (PSP) is to complete Form A and Form B which is located in Annexure A and Annexure D respectively clearly indicating all the stated requirements for eligibility assigned to the project.
- ii) The Department requires the following professional service provider/s (PSP):
 - (a) Mechanical Engineering - Mandatory per below requirements
 - (b) Electrical Engineering – Mandatory per below requirements
 - (c) Other additional resources – To ensure effective and efficient delivery and completion of the project
- iii) The tenderer/professional service provider (PSP) to provide proof of current, uninterrupted professional indemnity insurance.

If the bidder fails to satisfy any of the stated Eligibility requirements of this Phase, the bidder will be declared non-responsive and be disqualified.

2.2. Documentation Required by Responsive Bidders

Should the bidder be found responsive to the mandatory requirements, the following are required. Letters of intent will be acceptable, however respective appointments and policies must be in place as stipulated in the letter of award and before the contract is concluded.

- i) The Department require the Professional Service Provider/s (PSP) to be insured as detailed below.
- ii) Valid BIM (by Autodesk) experience

Eligibility Criteria – 2.1. Mandatory Requirements

It is to be noted that a firm may provide both mechanical and electrical engineering services.

(2.1.A) The Key Persons assigned to the project must consist of as a minimum (additional personnel can be assigned and stated on Form A):			
<i>*Principal – A senior-level leader who bridges the gap between day-to-day project execution and the high-level strategic ownership held by partners, who manages multiple project teams and oversees the quality of deliverables.</i>			
Key Persons	Competencies and Experience	Documentation to be provided	Submitted Yes/No
Mechanical Engineering:	1 x ECSA Registered Professional Mechanical Engineer that is a Principal* with a minimum of 10 years post professional registration experience	<ul style="list-style-type: none"> Fully completed Form A (located in Annexure A) Professional Registration Certificate with the stated applicable professional council (ECSA). Proof of date of first registration as a professional must be provided. 	
Electrical Engineering:	1 x ECSA Registered Professional Electrical Engineer that is a Principal* with a minimum of 10 years post professional registration experience	<ul style="list-style-type: none"> Fully completed Form A (located in Annexure A) Professional Registration Certificate with the stated applicable professional council (ECSA). Proof of date of first registration as a professional must be provided. 	

(2.1.B) Valid Professional Indemnity Insurance must be provided for each professional service:		
Type of Insurance Required	Documentation to be provided	Submitted Yes/No
Mechanical Engineering	<ul style="list-style-type: none"> • Proof of valid uninterrupted Professional Indemnity Insurance. Proof must be in the form of an original official letter from the insurance provider. <p style="text-align: center;">OR</p> <p>The submission of the insurance policy document.</p> <ul style="list-style-type: none"> • The value of the insurance, per professional discipline and the service being covered, must be stated. 	
Electrical Engineering		

(2.1.C) Past project experience of Company / Entity must be as a minimum:			
Company / Entity	Past Project Experience	Documentation to be provided	Submitted Yes/No
Mechanical Engineering	<ul style="list-style-type: none"> 1 x General building projects and 1 x Healthcare project with a total project value (inclusive of all works) of R300 million or more in the past 10 years 	<ul style="list-style-type: none"> Completed Curriculum Vitae (CV) on the provided template (Annexure B) indicating the 2 best projects which comply with the stated criteria. Use of any other template will result in disqualification with no further evaluation. The tenderer is to provide information for their 2 best projects only. Should information for more than 2 projects be submitted, only the first 2 projects stated on the CV shall be evaluated. Healthcare projects also count as general building projects. The value of the projects shall not be escalated to reflect the current value during the time of tender. 	
Electrical Engineering	<ul style="list-style-type: none"> 2 x General building projects with a total project value (inclusive of all works) of R300 million or more in the past 10 years 	<ul style="list-style-type: none"> Completed Curriculum Vitae (CV) on the provided template (Annexure B) indicating the 2 best projects which comply with the stated criteria. Use of any other template will result in 0 points being awarded. The tenderer is to provide information for their 2 best projects only. Should information for more than 2 projects be submitted, only the first 2 projects stated on the CV shall be evaluated. Healthcare projects also count as general building projects. The value of the projects shall not be escalated to reflect the current value during the time of tender. 	

(2.1.D) References for previous completed projects must be as a minimum:			
Company / Entity	Previous Project References	Documentation to be provided	Submitted Yes/No
Mechanical Engineering:	<ul style="list-style-type: none"> Contactable references for your 2 best completed projects, with a construction value of a minimum of R300 million, by the professional discipline firm within the past 10 years. 	<ul style="list-style-type: none"> Fully and correctly completed Form B (Annexure D) clearly indicating past completed projects for the discipline and corresponding contactable references. 2 projects and corresponding project references shall be submitted per professional discipline. 	
Electrical Engineering:	<ul style="list-style-type: none"> Contactable references for your 2 best completed projects, with a construction value of a minimum of R300 million, by the professional discipline firm within the past 10 years. 	<ul style="list-style-type: none"> Fully and correctly completed Form B (Annexure D) clearly indicating past completed projects for the discipline and corresponding contactable references. 2 projects and corresponding project references shall be submitted per professional discipline. 	

Eligibility Criteria – 2.2. Documentation Required by Responsive Bidders

<p>Note: The above minimum resourcing requirements are deemed crucial to establish a viable team but it is expected that the PSPs will require additional resources/personnel in order to complete the project successfully. These additional resources are to be accounted for on Form A.</p>		
<p>(2.2.A) Proof of BIM (by Autodesk) Experience:</p>		
Requirement	Documentation to be provided	Submitted Yes/No
<ul style="list-style-type: none"> BIM deployment for the planning, design, construction, operation and maintenance Phases of the asset lifecycle management including costing. 	<ul style="list-style-type: none"> 2 x Completed or current projects of a similar scale (9GB) where each organization per discipline has utilized BIM. Complete schedule on the provided template (Annexure C). Attach appointment letters stating the organization's name. Use of any other template will result in disqualification with no further evaluation. A signed letter of intent to appoint the resource must be in place should the resource not be a permanent employee of the bidder. 	

(2.2.B) Valid Professional Indemnity Insurance must be provided for each professional service to the minimum value stated below:		
Type of Insurance Required	Documentation to be provided	Submitted Yes/No
Mechanical Engineering = R50 million	Proof of valid <u>un</u> interrupted Professional Indemnity Insurance. Proof must be in the form of an original official letter from the insurance provider or from the submission of the insurance policy document. The value of the insurance required, per professional discipline and the service being covered, must be stated. A signed letter of intent from the insurance provider clearly stating their intention to provide the bidder with the minimum stated cover (should they be awarded the contract) per professional discipline individually shall also be accepted.	
Electrical Engineering = R50 million		

PHASE 3: PRICE AND PREFERENCE POINTS (SPECIFIC GOALS)

The value of this bid is estimated to exceed R 50 000 000 (inclusive of all applicable taxes) therefore the 90/10 preference point system shall be applicable.

Points for this bid shall be awarded for: Price and Specific Goals
The maximum points for this bid are allocated as follows:

CATEGORY	POINTS
PRICE	90
SPECIFIC GOALS	10
Total points for Price and Specific Goals must not exceed	100

Please Note:

1) Historically Disadvantaged Persons (HDP):

2 points are allocated to companies who are at least 51% owned by Black People who are women.

Or

2 points are allocated to companies who are at least 51% owned by black people or Person with Disabilities

And

2) Reconstruction and Development Programme (RDP):

4 points are allocated to point Promotion of Enterprise whose office is currently located in KwaZulu-Natal

Or

2 points are allocated to Promotion of Enterprises owned by Youth

3) Proof to claim Specific Goals or required returnable documents are as follows:

Black Africans or Black People, women, youth: Ownership Certificate issued by the Companies and Intellectual Property Commission (CIPC), the department will use CSD database from National Treasury to check correctness of information submitted

Disability: The valid medical certificate or copy of valid SASSA disability card or physical assessment by department's specialist doctors will serve as verification), the department will use CSD database from National Treasury to check correctness of disability status.

Locality: Municipal utility bill (Utility bill issued by the Municipality in KwaZulu-Natal or Eskom or copy of valid lease agreement as well as a copy of utility bill from the landlord. Utility bills must not be older than 3 months from date of the tender advert. Proof of address must be provided for all firms that form part of the consortium)

4) False Declaration

The Department reserve the right to verify information submitted by bidder by using other computer assisted verification technics.

Should the bidder submit false or fraudulent proof to claim points for specific goals, the bidder will not score points for specific goals.

5) Scoring of points

Should the responsive bidder fail to submit proof to claim points for specific goals, the bid will not be disqualified but the offer will not score points for specific goals (zero points).

- i. The evaluation for Price and Preference Points (Specific Goals), will be based on C1.1 Form of Offer and Acceptance and T2.2.5 Preferential Procurement (SBD 6.1)

The following special conditions are applicable to the evaluation of this tender:

- The Department reserves the right not to award to the lowest bidder.
- The Department will conduct a detailed risk assessment on the preferred bidder prior to the award relating to commercial risk, adequacy and suitability of resources offered on the project.

PART C1: AGREEMENT AND CONTRACT DATA

C1.1 Form of Offer and Acceptance

Offer

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

A CONSORTIUM COMPRISING OF PROFESSIONAL MECHANICAL ENGINEERING AND ELECTRICAL ENGINEERING SERVICES

on the project:

CONSTRUCTION OF A NEW 550 BEDDED TERTIARY HOSPITAL

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

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

Price

The offered price for this service as described in C3 Scope of Services, inclusive of value added tax, is:

Rand (in figures) R.....

Rand (in words)

.....

The amount in words takes precedence over the amount in figures. The award of the tender may be subjected to price negotiation with the preferred tenderer(s). The negotiated and agreed price will be considered for acceptance as a ***firm and final offer.***

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

THIS OFFER IS MADE BY THE FOLLOWING LEGAL ENTITY:

COMPRISING OF THE FOLLOWING LEGAL ENTITIES:

MECHANICAL ENGINEERING SERVICES: (please cross out the block which is not applicable)

Company or Close Corporation:

.....

.....

whose registration number is:

.....

whose income tax reference number is:

.....

and whose National Treasury Central Supplier Database (CSD) numbers are:

CSD Supplier Number:.....

Tax Compliance Status Pin (TCSP):

.....

OR

Natural person or partnership:

.....

.....

whose identity number(s) is/are:

.....

whose income tax reference number is/are:

.....

and whose National Treasury Central Supplier Database (CSD) numbers are:

CSD Supplier Number:.....

Tax Compliance Status Pin (TCSP):

.....

ELECTRICAL ENGINEERING SERVICES: (please cross out the block which is not applicable)

Company or Close Corporation:

.....

.....

whose registration number is:

.....

whose income tax reference number is:

.....

and whose National Treasury Central Supplier Database (CSD) numbers are:

CSD Supplier Number:.....

Tax Compliance Status Pin (TCSP):

.....

OR

Natural person or partnership:

.....

.....

whose identity number(s) is/are:

.....

whose income tax reference number is/are:

.....

and whose National Treasury Central Supplier Database (CSD) numbers are:

CSD Supplier Number:.....

Tax Compliance Status Pin (TCSP):

.....

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 no:.....

Fax no:.....

Postal address:.....

.....

Email 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 document 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 electronic mail (email), the first business day following the day on which it was emailed. 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 Health
Address of Organisation:	

Witnessed by:

Name of Witness	Signature	Date

Schedule of Deviations

Notes:

1. The extent of deviations from the tender documents issued by the Employer before the tender closing date is limited to those permitted in terms of the conditions of tender.
2. A tender's covering letter shall not be included in the final Contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the Contract shall be recorded here.
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

1.2.1. Subject:
Detail:

1.2.2. Subject:
Detail:

1.2.3. Subject:
Detail:

1.2.4. Subject:
Detail:

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

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

C1.2 Contract Data

C1.2.1 Standard Professional Services Contract

The conditions applicable to this Contract are the Standard Professional Services Contract (July 2009) Third Edition of CIDB document 1015, published by the Construction Industry Development Board (CIDB).

C1.2.2 Data provided by the Employer

Clause	
	<p>The General Conditions of Contract in the Standard Professional Services Contract (July 2009) make several references to the Contract Data for details that apply specifically to this tender. Clauses stipulated in the Contract Data are in addition to or amendments to or replace the corresponding clauses in the Standard Professional Services Contract (July 2009). 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>
	The Employer is the KZN Department of Health.
1	The Project is for the provision of complete Mechanical Engineering and Electrical Engineering Services for the New 550 Bedded Tertiary Hospital Project
1	The Period of Performance is the period commencing from the date from which this contract is fully signed and accepted by the KZN Department of Health until the Service Provider has completed all Deliverables in accordance with the Scope of Services and in accordance with the approved baseline programme or within the approved extended programme as per Clause 3.15 of the Standard Professional Services Contract (July 2009).
3.4.1	Communications by facsimile is not permitted.
3.5	<p>Add the following to clause 3.5:</p> <p>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.</p>
3.6	<p>Omit the following:</p> <p>"... within two (2) years of completion of the Service ...".</p>
3.8.2	<p>Replace clause 3.8.2 with the following:</p> <p>The reasonable cost, for incorporation into the Contract of any variations to the Services as ordered by the Employer, shall be calculated according to the Service Provider's tendered price where work is of a similar nature. Implementation of the variation in services to be rendered by the Service Provider shall only proceed upon signed written approval from the Employer.</p>
3.9.1(c)	Replace "Employers or others" with "the Employer, its employees or clients and/or their agents". Only extensions of time without cost will be considered in the case where a 3 rd party has caused a delay.
3.9.1(d)	Clause 3.9.1(d) is deleted.
3.9.1(e)	Clause 3.9.1(e) is deleted.

Clause	
3.9.3	<p>Replace clause 3.9.3 with the following:</p> <p>Upon receiving an application from the Service Provider to amend the period of performance and/or fees, the Employer shall assess the changes to the Contract Price and/or extension of the Period of Performance on the impact of the delay on the Services based on the fee structure that the Service Provider has tendered for and appointed on.</p> <p>Additional Services ordered by the Employer where the tendered pricing cannot be used as a basis to calculate the fees for the additional services, shall be negotiated and based on market related rates.</p>
3.9.4	<p>Add the following to clause 3.9.4:</p> <p>The application for changes to the Period of Performance is subject to the delay being on the Critical Path of the approved programme and shall be due to no fault of the Service Provider.</p>
3.12	<p>Penalty</p> <p>Replace clauses 3.12.1 and 3.12.2 with the following:</p> <p>Period of Performance shall be divisible into separate target dates according to the programme for each key deliverable to be submitted in terms of clause 3.15 hereof.</p> <p>Without prejudice to his other remedies under the Contract or in law, the Employer shall have the right to recover all costs claimed by the contractor in the event that the contractor claimed for delays resulting from poor performance (through actions or non-actions) by the Service Provider.</p> <p>The Employer shall further have the right to recover all other costs, including but not restricted to, extended rental cost resulting from the delay caused directly or indirectly by the Service Provider, delay in the construction period, remedial costs to correct incorrect designs and or documentation, including omissions.</p> <p>Without prejudice to his other remedies under the Contract or in law, the Employer shall recover a penalty amount per day as stipulated in the table below, for each day exceeding the programmed target date, for the full period of the delay.</p> <p>In the event that the delay exceeds 30 calendar days, the Employer will have the option to either:</p> <ul style="list-style-type: none"> (i) terminate the contract and recover any loss as a result of the termination from the Service Provider (ii) allow the Service Provider to continue with the Services after the agreement of a new target date and recover the penalty per calendar day as stipulated in the table below for the full period of the delay.

Clause					
	CALCULATION OF PENALTIES				
	Value of Fees (in Rands excl. VAT)				% of Penalties of Fees
	1	UP TO	500,000	0.05000000	%
	2	UP TO	1,000,000	0.05000000	%
	3	UP TO	2,000,000	0.03750000	%
	4	UP TO	4,000,000	0.02500000	%
	5	UP TO	8,000,000	0.01875000	%
	6	UP TO	16,000,000	0.01250000	%
	7	UP TO	32,000,000	0.00781250	%
	8	UP TO	64,000,000	0.00468750	%
	9	UP TO	128,000,000	0.00272438	%
	10	UP TO	256,000,000	0.00156250	%
	11	UP TO	512,000,000	0.00087891	%
	12		and above	0.00048828	%
	<p>Recovery of costs and/or penalties may be performed in one of or a combination of the following ways as decided by the Employer:</p> <ul style="list-style-type: none"> a) claim against professional indemnity insurance b) deduction from fee submitted claims / fee accounts c) direct payment from the consultant to the contractor d) litigation e) any other method available to the Employer 				
3.15.1	The programme shall be submitted within 14 days of the award of the contract.				
3.15.2	The Service Provider shall update the programme at intervals not exceeding 8 weeks.				
3.16	Time-based fees are not applicable to this appointment and therefore no adjustments for inflation are applicable.				
5.4.1	<p>The Service Provider is required to provide professional indemnity cover as set out in the Professional Indemnity Schedule contained within the Eligibility Criteria.</p> <p>The Service Provider is required to provide and maintain all insurances and cover for employees as required in terms of applicable labour legislation.</p>				
5.5	<p>The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions:</p> <ul style="list-style-type: none"> a) Deviate from the programme (delayed or earlier); b) Deviate from or change the Scope of Services; c) Change Key Persons on the Service. 				

Clause	
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.
8.4.3 (c)	The period of suspension under clause 8.5 is not to exceed two (2) years.
8.4.4	Replace clause 8.4.4 with the following: Upon termination of this Contract pursuant to Clauses 8.4.1 or 8.4.3, the Employer shall remunerate the Service Provider in terms of the Contract for Services satisfactorily performed prior to the effective date of termination. The Employer shall reimburse the Service Provider any reasonable cost incident to the prompt and orderly termination of the Contract, except in the case of termination pursuant to events (c) and (d) of Clause 8.4.1 and except where the Service Provider is terminated during or at the end of Construction Stage 4 (Design Documentation / Procurement).
9.1	Copyright of documents prepared for the Project shall be vested with the Employer.
12.1.	Interim settlement of disputes is to be by mediation.
12.2./12.3.	Final settlement is by litigation.
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).
13.1.3	All partners in a joint venture or consortium shall carry the same professional indemnity insurance as per clause 5.4.1 of the General Conditions of Contract.
13.5.1	The amount of compensation is unlimited.
13.6	The provisions of 13.6 do not apply to the Contract.
15	In respect of any amount owed by the Service Provider to the Employer, the Service Provider shall pay the Employer interest at the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No 1 of 1999).
16	<u>Contract Skills Development Goal</u> The contractor shall, in the performance of the contract, achieve the Contract Skills Development Goal (CSDG) established in the Standard as stated by the Construction Industry Development Board (CIDB)

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, consortium, joint venture or partnership named in Form of Offer and Acceptance by the tendering Service Provider.
5.3	The authorised and designated representative of the Service Provider is the Consortium Representative named on the Project by the Service Provider as stated on Annexure A.
5.4.1	Indemnification of the Employer I, the undersigned, being duly authorized by the Service Provider, in terms of the completed resolution _____ (Name of authorized person) hereby confirm that the Service Provider known as: _____

Clause	
5.4.1	<p>_____</p> <p>(Legal name of entity tendering herein)</p> <p>_____</p> <p>Tendering on the project</p>
	<p>_____</p> <p>(Name of project as per 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,</p> <ul style="list-style-type: none"> i. accepts herewith full liability for the due fulfilment of all obligations in respect of this Service; and ii. hereby indemnifies, and undertakes to keep indemnified, the Employer in respect of all actions, proceedings, liability, claims, damages, costs and expenses in relation to and arising out of the agreement and/or from the aforesaid Service Provider's intentional and/or negligent wrongful acts, errors and/or omissions in its performance on this Contract. <p>I confirm that the Service Provider undertakes to keep the Employer indemnified, as indicated above, beyond the Final Completion Certificate/Final Certificate by the Employer (whichever is applicable) for a period of five (5) years after the issue of such applicable certificate.</p> <p>I confirm that the Service Provider renounces the benefit of the <i>exceptionis non causa debiti, non numeratae pecuniae</i> and <i>excussionis</i> or any other exceptions which may be legally raised against the enforceability of this indemnification.</p> <p>Notwithstanding the indemnification required above, the Employer reserves the right to claim damages from the Service Provider for this Project where the Service Provider neglects to discharge its obligations in terms of this agreement.</p>
	<p>_____</p> <p>Name</p> <p>_____</p> <p>Signature</p> <p>_____</p>

Clause	
	<p style="text-align: center;">_____</p> <p style="text-align: center;">Capacity</p>
7.1.2	<p>The Key Persons and their jobs / functions in relation to the Services are as stated on FORM A (Annexure A). Key Persons are those that are required to play an active and visible role on the project. Failure of Key Persons to actively and visibly perform their duties, including attendance of important meetings, shall constitute a breach of contract and may result in termination.</p>
7.2	<p>A Personnel Schedule shall be required for all resources assigned to the project</p>

PART C2: PRICING DATA

C2.1 Pricing Assumptions

C2.1.1 Basis of Remuneration, Method of Tendering and Estimated Fees

- a) Pricing of the tender and remuneration shall as be as stated within this tender document. In the event of any ambiguity, inconsistency, or contradiction between this tender document and any other document, whether referenced herein or not, the terms and provisions of this tender document shall take precedence.
- b) Professional fees for Professional Services rendered will be paid on a Value basis.
- c) 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.
- d) Tenderers are to tender a value based fee utilising the stated estimated value of works multiplied by a fixed tendered percentage which is then apportioned amongst the various construction work stages (stages 1 to 6).
- e) Tenderers are to note that the Employer’s funding is currently secured up to Stage 4 of the project (Design Documentation) excluding the tender for a contractor. The Employer shall need to apply for additional funding from external funding sources to prior proceeding to tender for a contractor. Should external funding not be secured, the project shall be cancelled at Stage 4 once a fully completed tender document is received from the professional team.
- f) Should external funding be secured, the financier may impose specific conditions relating to the implementation of the project. These conditions may include the replacement of professional consultants with consultants procured the financier.
- g) Should the project be cancelled due to failure to secure funding (as stated in item e) above) or should the professional consultants be replaced at Stage 4 (as per item f) above) or for any other reason, remuneration shall be as per the amount due at Stage 4 in accordance with the amount of work performed. No additional remuneration or compensation shall be due arising from the early termination of the contract.

C2.1.2 Remuneration for Professional Services

- a) The tendered percentage is deemed to cover **ALL WORKS** as stated within this section as well as in part C3.4 Scope of Services Required from the Professional Service Providers contained in this document. No additional surcharges will be claimable for performing works stated in this tender document. The tendered percentage shall remain fixed for the entire duration of the contract.

- b) The amount tendered herein (C1.1) is for tender purposes only and will be amended according to the applicable value of works for fees for each professional discipline based on the actual cost of construction.
- c) The conditions stated in the gazetted '*Guideline for Professional Fees*' documents as published by each professional discipline's professional council at the date of tender closing, shall be applicable except where conditions stated in this tender document overrule those stated in the Guideline for Professional Fees documents. Pricing of the tender and remuneration shall as be as stated within this tender document. Further conditions pertaining to remuneration are contained in C2.2 Pricing Schedule.
- d) Reimbursable rates for printing and duplicating work shall be in accordance with the conditions laid out under section C2.1.5. There shall be no remuneration for typing of documents. Typing of documents is deemed to be included in the tendered fee percentage.
- e) Reimbursement for any and all disbursements shall be claimable up to a maximum of the amount tendered for disbursements in the Pricing Schedule. Any costs incurred in addition to this amount shall be for the account of the Service Provider unless the costs incurred are due to extensions in the construction period approved by the Employer that were through no fault of the Service Provider. In this instance, additional disbursements may be claimable subject to the stated reimbursement terms in this document and subject to prior signed written approval by the Employer.
- f) 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.
- g) All fee accounts must be accompanied by an updated certification by the appointed quantity surveyor on the project, 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 in accordance with their tendered rates.
- h) All fee accounts need to be signed by a principal of the Service Provider.
- i) For all services provided on a time basis a clear instruction and approval is required describing scope, time and cost. Where applicable, time sheets giving full particulars of the work, date of execution and time duration, should be submitted with each fee account.
- j) Fee accounts, correct in all respects, will be deemed submitted when received by the Employer and settled when electronically processed by the Employer. The Employer reserves the right to dispute the whole account, any item or part of an item at any time and will deal with such case in terms of clause 14.3 of the General Conditions of Contract.
- k) Accounts for services rendered may be submitted on the successful completion of each stage of work or as agreed with the Employer. Interim accounts will be considered during the construction stage of the works in line with value of work done by the contractor (progress on site). Payment of accounts rendered will be subject to the checking thereof by the departmental project manager. The Employer reserves the right to amend the amounts claimed in order to conform to the rates stipulated in this Contract and make payment on the basis of the balance of the account in accordance with clause 14.3 of the General Conditions of Contract.
- l) The cost of all site personnel rendering all required services will be deemed to be included in the tendered fee percentage. In addition, it must be noted that detailed and frequent inspections are required for this project during construction work stage 5. It is expected that the Service Provider will allocate site staff necessary for the management of the project in a number appropriate for the size and complexity of the project. The cost of site staff shall be included in the tendered percentage fee.
- m) All services relating to the implementation of the Expanded Public Works Programme (EPWP) are deemed to be included in the tendered fee.

- n) A work stage is deemed complete upon signed approval by the Head of Department, Department of Health or his designated authority for that work stage.

C2.1.3 Value Based Fees

- a) Fees for work done under a value-based fee shall be calculated according to the fixed tendered percentage for fees and apportioned to construction work stages as stated in part C3: Scope of Work.
- b) The Service Provider shall be remunerated for Services rendered, subject to the provisions in C2.1 Pricing Assumptions, and subject to the specific terms and conditions stated elsewhere in this document.
- c) 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 net amount of the accepted tender, or
 - If no tender is accepted, the net amount 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 then the negotiated price, or
 - If no tenders are invited or if no suitable tenders are received or if no negotiation is concluded, the estimate shall be the one approved by the Employer as representing the value of works, which for purposes of interim payments will be deemed to be 80% of the quantity surveyor's estimate, if a quantity surveyor has been appointed.
- d) 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.
- e) Interim payments for construction work stage 6 will be allowed only when an acceptable and complete final account for the Project, or any separate identifiable phase of the Project, has been received by the Employer provided that the relevant fee claimed shall be subject to a factor of 80%.
- f) Time based fees shall not be applicable on any aspect of this project unless signed written approval is received in writing by the Employer based on a submitted quotation from the Service Provider. Rates utilised for the remuneration of time based fees shall not exceed those published in the "Rates for Reimbursable Expenses" as published by the Department of Public Works and as amended from time to time, where applicable.
- g) No separate payment shall be made for additional services unless signed written approval is received from the Employer before such services are performed based on a submitted quotation from the Service Provider.
- h) Excessive Variation in Time (Construction Period) – Should the actual construction period less any extension of time allowed for additional work and less any period(s) of more than 28 days during which the site was abandoned, exceed the initial contractual construction period by more than 20 per cent, then an additional fee is charged which shall be calculated by multiplying 80 per cent of the fee for Stage 5 by the said excess and dividing it with the initial contractual construction period. The initial contractual and the actual construction periods shall be taken as commencing on the same day and all time periods shall be calculated in calendar days without any deduction for builder's holidays. The site shall be considered to be abandoned if no or very little work was performed by the contractor during the period of being abandoned and the Service Provider was not required to perform any service during that period.

- i) In the event of the project being suspended or cancelled prior to the commencement of the construction works, the fees payable will be determined by assessing whether a construction work stage has been fully or partially completed. For a fully completed stage the full percentage apportionment for that stage shall apply provided the deliverable is approved by the Employer. For a partially completed stage, the Employer in consultation with the Service Provider will agree on a reasonable percentage of work performed and a partial fee will be determined for that stage. The estimated construction cost used to calculate the applicable value of works shall be the last approved (by the Employer) estimate prepared by the Quantity Surveyor multiplied by 80%. Any provisional allowances made to cover contingencies and escalation, and any provisional sums and/or budgetary allowances shall be excluded from estimate and the value of works.

C2.1.4 Set Off

- a) The Employer reserves the right to set off any amount due to the Employer 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.

C2.1.5 Printing and Duplicating Work

- a) The costs of printing and duplicating work in connection with the documentation which must of necessity be done, shall be reimbursable at rates applicable at the time of the execution of such work up to a maximum of the amount tendered for disbursements in the Pricing Schedule. The document "Rates for Reimbursable Expenses" as amended from time to time and referred to below, is obtainable on the Website: <http://www.publicworks.gov.za/> under "Documents"; "Consultants Guidelines"; item 1, shall be utilised for determining rates for remuneration. The cost for typing of documents shall not be reimbursable.
- b) If the Service Provider cannot undertake the work himself, he may have it done by another service provider which specializes 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 subject to the maximum tariffs per A4 sheet as set out in Table 1 in the "Rates for Reimbursable Expenses". 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".
- c) 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.

C2.1.6 Travelling and Subsistence Arrangements

- a) All travelling and subsistence costs shall be reimbursable at rates applicable at the time of the execution of such work up to a maximum of the amount tendered for disbursements in the Pricing Schedule. The document "Rates for Reimbursable Expenses" as amended from time to time and referred to below, is obtainable on the Website: <http://www.publicworks.gov.za/> under "Documents"; "Consultants Guidelines"; item 1, shall be utilised for determining rates for remuneration.

C2.1.7 Quality Management

- a) The Service Provider shall be responsible for developing and enforcing Quality Management Plans both for their own entity in order to ensure quality is achieved and maintained with regard to the service provided to the Employer, as well as to ensure that the appointed contractor produces a high quality product. The Quality Management Plans shall meet the requirements and objectives of the Employer as stated in C3: Scope of Work.

C2.1.8 Site Staff

- a) This project during the construction phase will require all stated professional disciplines in this document to have qualified, professional and experienced personnel on site to ensure that the project is achieved within its cost, time and quality targets. At least 1 professional individual with a minimum of 6 years post registration experience per professional discipline will be required on a full-time basis during this stage of the project.
- b) The full-time construction monitoring staff must:
- maintain a full-time presence on site to constantly review samples of materials and work procedures, for conformity to contract documentation, provide design/ technical clarifications and review completed work prior to covering up, or on completion, as appropriate
 - assist with the preparation of as-built records and drawings to the extent required in the agreement with the client
 - review quality and ensure that a high quality product is produced
 - carry out such administration of the project as is necessary on behalf of the client where required
- c) The number of staff required and duration for which they shall need to be based full-time on site is for the tenderer to decide. Assigning insufficient and/or inadequately qualified or experienced staff that results in negative effects on the project either in time, cost or quality, shall constitute a failure of the Service Provider to render their service in accordance with this contract. This failure shall constitute a breach of contract and shall allow the Employer to claim damages incurred from the Service Provider in accordance with C2.1.4 Set off. Furthermore this may also result in the Employer implementing termination proceedings in accordance with clause 8.4.1 (c) of the CIDB Professional Services Contract.

C2.1.9 Apportionment of Fees

- a) Fees for consultants shall be apportioned in accordance with the Construction Work Stages / FIDPM Work Stages for the various professions as per the tables below

Mechanical Engineer

FIDPM Work Stage	Construction Work Stage	Apportioned Fee
Stage 2	Stage 1	2.5%
	Stage 2	15%
Stage 3	Stage 3	20%
Stage 4	Stage 4	22.5%
Stage 5	Stage 5	35%
Stage 6 & Stage 7	Stage 6	5%

Electrical Engineer

FIDPM Work Stage	Construction Work Stage	Apportioned Fee
Stage 2	Stage 1	2.5%
	Stage 2	15%
Stage 3	Stage 3	20%
Stage 4	Stage 4	22.5%
Stage 5	Stage 5	35%
Stage 6 & Stage 7	Stage 6	5%

C2.1.10 Contract Skills Development Goal (CSDG)

- a) This project shall implement the CIDB B.U.I.L.D. Programme as a Contract Skills Development Goal in accordance with the Standard issued by CIDB. Further information relating to the Standard and the CIDB B.U.I.L.D. Programme can be found on the CIDB website (<https://www.cidb.org.za/clients/b-u-i-l-d-programme/about-the-cidb-b-u-i-l-d-programme/>) as well as in C3 Scope of Work. The costs of administering this programme by the tenderer shall be deemed to be included in the tendered percentage. Allowances shall be made in C2.2 Pricing Schedule for the cost of the programme. Further information relating to pricing can be found in C2.2 Pricing Schedule. One of the objectives of the project is to train Professional Candidates (Method 4).

C2.2 Pricing Schedule

General Notes:

- Tenderers are requested to complete Pricing Tables 1, 2, 3, 4 and 5 below. Table 5 is the Final Summary Table and the total fees from Table 5 must be carried to the form of offer.
- Pricing tables are NOT to be modified by the Tenderer
- Tenderers are advised to consider the high complexity mega project nature of this project when pricing.
- Tenderers are to allow an amount for the Contract Skills Development Goal (CSDG) Cost, being the CIDB B.U.I.L.D. Programme, per discipline in the space provided. The provisional amount allowed for in the Pricing Schedule shall be adjusted upon award and confirmation of the Training Method/s selected by the service provider when beneficiaries have been identified. The Contract Skills Development Goal (CSDG) will be as described in Clause C3.8, which is the number of hours of skills development opportunities that a Service Provider must provide in relation to work directly related to the Service Contract up to completion of the Professional Service Contract. The CSDG is expressed in hours, and shall be not less than the professional fees in millions of Rand multiplied by 150 Hours. The Objective of the Standard selected for this project is Method 4 with the provisional amount allowed to be based on Candidates with a 4 year Qualification (at a cost of R71 500 per quarter). The Skills Development Participation Costs to be calculated as per the following **example**:

Calculating the Number of Hours

- Tendered percentage fee for the Architectural discipline ex VAT = R5.6 million
- 150 hours allocated for placement per R1 million of contract value, therefore:
 $5.6 * 150 \text{ hours} = 840 \text{ hours}$ (hours to be rounded off)
- This process shall be repeated for each tendered professional discipline

Calculating the Notional Cost per Hour

- Notional Cost per quarter is extracted from the notional cost table in Clause C3.8 for the corresponding applicable method. For this project Method 4 has been selected.
- Number of Hours per quarter = 3 months x 20 days x 8 hours per day = 480 Hours
- Notional Cost per Hour (Method 4) = $R71\,500 / 480 = R148.96$ per hour

Calculating the Notional Cost

- Fees excluding VAT = R5.6 million
- Total number of hours of skills development required = 840 hours
- Notional cost per hour = R148.95
- Total Notional Cost = $R148.96 \text{ per hour} \times 840 \text{ hours} = R125\,126.40$
- Therefore a minimum provisional allowance of R125 126.40 shall be made by the Tenderer for the CSDG Cost for the Architectural discipline

Notes for completing Table 1 (Mechanical Engineering Service Fees):

- Tenderers are to tender a total percentage (to 2 decimal places) for the cost of providing the full scope of professional Mechanical Engineering services required for the project including all Mechanical Engineering related additional services as stated in C2: Pricing Data and C3: Scope of Work. This tendered percentage will remain fixed throughout the project
- The estimated Value of Work for Fees is an estimate and not the final value. The Value of Works for Fees will be adjusted during the Construction Stages as follows:
 - to the latest approved (by the client) project estimate during Stages 1 to 4
 - to the awarded contract sum at Stage 5
 - to the approved contract value during Stage 5
 - to the agreed and approved final account value at Stage 6
- Tenderers are to include for the Contractor Skills Development Goal Cost in the pricing table below
- The Total Fees from Table 1 shall be carried to Table 5

TABLE 1 – Mechanical Engineering Service

Estimated Value of Work for Fees	R 1,900,000,000.00
Tendered Fee Percentage (to 2 decimal places)	%
Sub-Total	R
Contract Skills Development Goal Provisional Allowance (CIDB B.U.I.L.D. Programme)	R
Total Fees (Table 1)	R

Notes for completing Table 2 (Electrical Engineering and Electronic Engineering Service Fees):

- Tenderers are to tender a total percentage (to 2 decimal places) for the cost of providing the full scope of professional Electrical Engineering services including Electronic Engineering services required for the project including all Electrical Engineering related additional services as stated in C2: Pricing Data and C3: Scope of Work. This tendered percentage will remain fixed throughout the project
- Although Electronic Engineering Services are to be provided by the Electrical Engineer, a separate table (Table 3) for Electronic Engineering fees has been provided for the pricing convenience of the Electrical Engineer.
- The estimated Value of Work for Fees is an estimate and not the final value. The Value of Works for Fees will be adjusted during the Construction Stages as follows:
 - to the latest approved (by the client) project estimate during Stages 1 to 4
 - to the awarded contract sum at Stage 5
 - to the approved contract value during Stage 5
 - to the agreed and approved final account value at Stage 6
- Tenderers are to include for the Contractor Skills Development Goal Cost in the pricing table below
- The Total Fees from Table 2 and 3 shall be carried to Table 5

TABLE 2 – Electrical Engineering Service

Estimated Value of Work for Fees	R 710,000,000.00
Tendered Fee Percentage (to 2 decimal places)	%
Sub-Total	R
Contract Skills Development Goal Provisional Allowance (CIDB B.U.I.L.D. Programme)	R
Total Fees (Table 2)	R

TABLE 3 – Electronic Engineering Service to be incorporated into the Electrical Engineering Services

Estimated Value of Work for Fees	R 500,000,000.00
Tendered Fee Percentage (to 2 decimal places)	%
Sub-Total	R
Contract Skills Development Goal Provisional Allowance (CIDB B.U.I.L.D. Programme)	R
Total Fees (Table 3)	R

Notes for completing Table 4 (Disbursements):

- Disbursements in relation to printing, travelling costs, etc., shall be reimbursable at rates applicable at the time of the execution of such work at rates contained in the “Rates for Reimbursable Expenses” document as amended from time to time obtainable from the National Department of Public Works website (<http://www.publicworks.gov.za>) under “Documents”, “Consultant Guidelines”, item 1
- The amount claimable for disbursements shall be subject to the conditions stated in C2.1 Pricing Assumptions and shall be capped at the amount tendered below
- The Total Disbursements from Table 4 shall be carried to Table 5

TABLE 4 – Disbursements

Allowance for Disbursements (Mechanical Engineer)	R
Allowance for Disbursements (Electrical Engineering including Electronic Engineering Services)	R
Total Disbursements (Table 4)	R

TABLE 5 – Final Summary

Table 1 Total	R
Table 2 Total	R
Table 3 Total	R
Table 4 Total	R
Sub-Total	R
ADD VAT at 15%	R
GRAND TOTAL (to be carried to the Form of Offer and Acceptance)	R

PART C3: SCOPE OF WORK

C3.1 Project description

The Construction of a new 550 Bedded Tertiary Hospital in Empangeni.

C3.2 Project Background and Specification

Please refer to the attached Prefeasibility Report with selected Annexures attached as Annexure F.

C3.3 Detailed Project Scope of Work, Project Outcomes, Project Objectives and Project Success Criteria

Please refer to the attached Prefeasibility Report with selected Annexures attached as Annexure F.

C3.4 Scope of Services Required from the Professional Service Providers (PSP):

The Scope of Services for all Professionals can be found below as well as in the Prefeasibility Report attached as Annexure F.

C3.4.1 Mechanical Engineer

The Mechanical Engineer will provide a full scope of standard services as described in the 'Guideline for Professional Fees' (as issued by ECSA applicable at the date of tender closing) and the gazetted 'Identification of Engineering Work' (applicable at the date of tender closing), to the extent required to ensure a quality outcome, considering the complexity of the project. The Mechanical Engineer shall report to Project Manager.

The services will include engineering contribution pertaining to the deliverables and approvals required by the FIDPM and relevant Provincial and National Departments of Health processes. Preparation of documentation to apply and gain approval by relevant regulatory authorities is included.

The Mechanical Engineering service shall be deemed to include for Fire Engineering, HVAC, Laundry, Wet Services, Kitchen Equipment, Cold Rooms, Lifts, Medical Gas and any other mechanical services related to this type of hospital project.

The Department will require BIM deployment which is to cover the planning, design, construction, operation and maintenance stages, ensuring a comprehensive and integrated approach to managing the assets' lifecycle. The objectives of BIM utilisation is outlined as follows:

- a) **Enhanced collaboration:** To improve co-ordination and collaboration among all stakeholders, including designers, contractors and organisational managers.
- b) **Improved Design Quality:** To enhance design accuracy and detect potential issues early in the design stage.
- c) **Sustainability:** Energy efficiency, monitoring and environmental aspects.
- d) **Efficient Construction Management:** To streamline construction processes, manage information requirements, reduce errors and improve project timelines.
- e) **Optimised Facilities Management:** Facilitate efficient operation and maintenance of the building through detailed and accessible information

To meet the organisational goals and objectives of the Department. Importance is placed on the development of data for utilisation during the Operations and Maintenance stage of the assets' Lifecycle. This will require transfer of data and training of the Facilities Management Team.

In this respect the following is noted to be developed:

- a) As Built BIM model and Documentation: Creation of accurate as-built BIM model reflecting completed construction.
- b) Facilities Management Integration: Integrating BIM Models with Facilities Management systems to support maintenance, operations and asset management
- c) Lifecycle Data Management: Maintain and update the BIM model with lifecycle data, including maintenance Records, warranties and Equipment specifications.
- d) Documentation: Provide comprehensive documentation, including user manuals, maintenance guides and BIM standards
- e) Training Programs: Conduct training sessions for stakeholders to ensure proficient use of BIM tools and adherence to protocols

The Department will require BIM integration between all design disciplines in the project. The Department requires BIM integration between design, planning, scheduling, life cycle costing, sustainability analysis and ultimately provide the ability to measure the performance of the building/infrastructure.

The Mechanical Engineer will prepare policy documents for the maintenance of Mechanical infrastructure on the project.

The PSP shall make provision for adequate resources being deployed to the project including site staff.

The Engineer shall be responsible for the production of all estimates, the bills of quantities and all financial, tender and contractual matters shall be dealt with by the consulting engineer (e.g.

C3.4.2 Electrical Engineer

The Electrical Engineer will provide a full scope of standard services as described in the 'Guideline for Professional Fees' (as issued by ECSA applicable at the date of tender closing) and the gazetted 'Identification of Engineering Work' (applicable at the date of tender closing), to the extent required to ensure a quality outcome, considering the complexity of the project. The Electrical Engineer shall report to the Mechanical Engineer (as lead of the consortium) and the Project Manager.

The services will include engineering contribution pertaining to the deliverables and approvals required by the FIDPM and relevant Provincial and National Departments of Health processes. Preparation of documentation to apply and gain approval by relevant regulatory authorities is included.

The Electrical Engineering services are to include Electronic Engineering services as per the standard services as described in the 'Guideline for Professional Fees' (as issued by ECSA applicable at the date of tender closing). It is to be noted that the Electrical Engineer is to ensure that fees have considered Electronic Engineering Services as provided on the pricing schedule section.

The Electrical Engineer shall have renewable energy expertise and be responsible for incorporating renewable energy initiatives on the project.

The Department will require BIM integration between all design disciplines in the project. It will be desirable to have BIM integration that includes planning & scheduling, costing estimation and sustainability analysis.

The Electrical Engineer will prepare policy documents for the maintenance of Electrical infrastructure on the project.

The PSP shall make provision for adequate resources being deployed to the project including site staff.

The Engineer shall be responsible for the production of all estimates, the bills of quantities and all financial, tender and contractual matters shall be dealt with by the consulting engineer (e.g. lump sum, nominated or selected sub-contracts etc.).

A Networking Specialist shall be required to plan, design, document, maintain and monitor networks to ensure that they function efficiently (LAN/WAN and VOIP)

A Solutions Architect or Systems Architect shall be responsible for designing, planning and documenting the technical aspects of all ICT services to ensure that it meets the desired requirements of the Department and is scalable to meet the future business needs.

C3.4.3 General

Extensive consultation is to take place over all construction stages which will include (but is not exclusive) consultation with:

- DOH District
- DOH Head Office
- DOH Clinical Services
- National DOH
- Local authority
- Other Authorities
- Statutory bodies
- Other Departments

All consultants will be required to present end of stage deliverables for review and recommendations to the Health Infrastructure Approval Committee according to FIDPM and KZN DOH policies. All additional required presentations to be done as may be required.

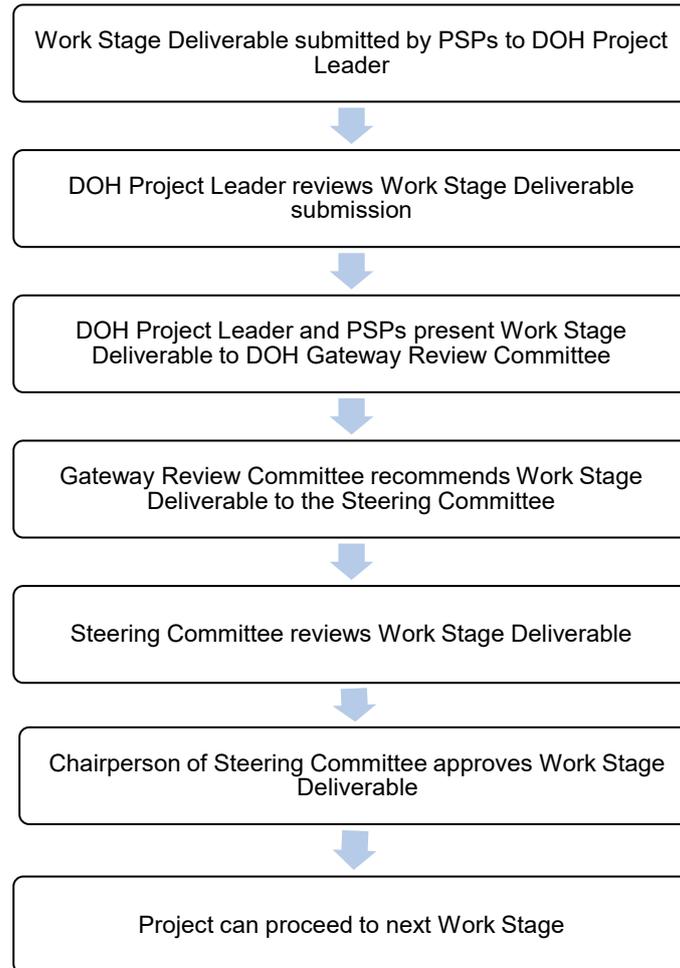
All approvals to be acquired as may be required.

C3.5 Planning and Programming

The Employer stipulates timelines/milestones for the project as shown below:

PSP Deliverables according to Construction Work Stages	Duration to produce deliverables for each stage
Stage 1: Inception Report	1 month
Stage 2: Concept & Feasibility Report	8 months
Stage 3: Design Development Report	14 months
Stage 4: Design Documentation Report / Documentation & Procurement	6 months
Stage 5: Works	54 months
Stage 6: Project Close Out	12 months
TOTAL TIME TO PRODUCE DELIVERABLES	95 months

C3.6 Approval Process per FIDPM Work Stage



C3.7 Quality Management

The prefeasibility of the project includes the service requirements document, business case and scope baseline. To achieve a quality deliverable various stakeholder inputs, legislation, policies, standards, guidelines and operating procedures inform the report. This forms the project baseline. The Requirements Document will form the quality standards baseline.

The stages of an infrastructure project are guided by the Framework for Infrastructure Delivery and Procurement Management (FIDPM) (2019). The quality management plan is structured according to these stages of work and indicates the activities required to meet quality objectives. It also guides tolerances and activities that ensure compliance. Guidance and checklists for the deliverables for these stages are available in the Infrastructure Development Project Procedure Manual and in the HIAC checklists. A gateway review committee has been appointed to perform the independent review of projects at the each stage gate.

Quality is managed by the Department throughout the project lifecycle and is described through the below diagram.

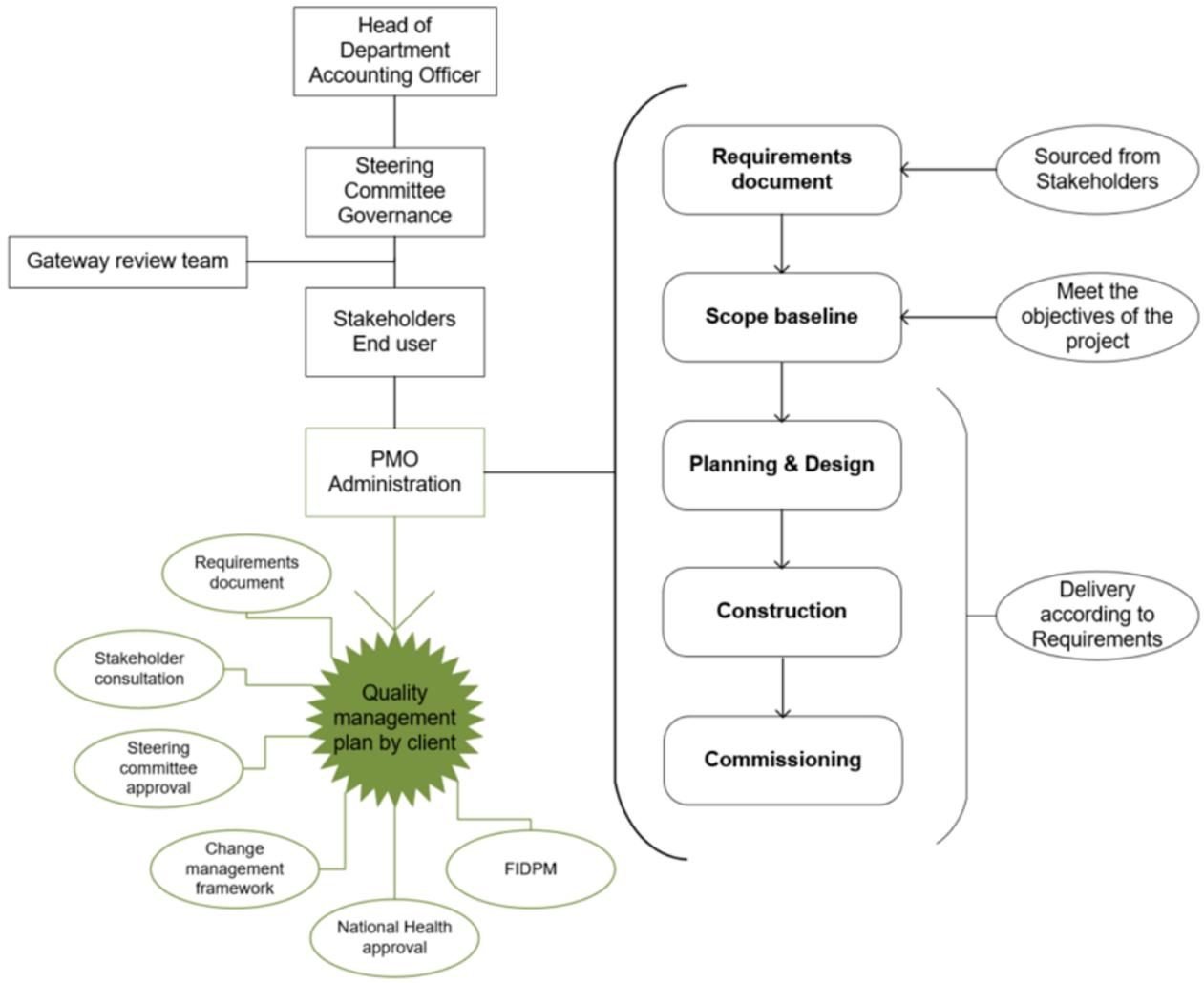


Figure 1 Quality in the project lifecycle, with focus on the client's responsibility

At each stage it is expected that an adequate quality assurance process will be followed.

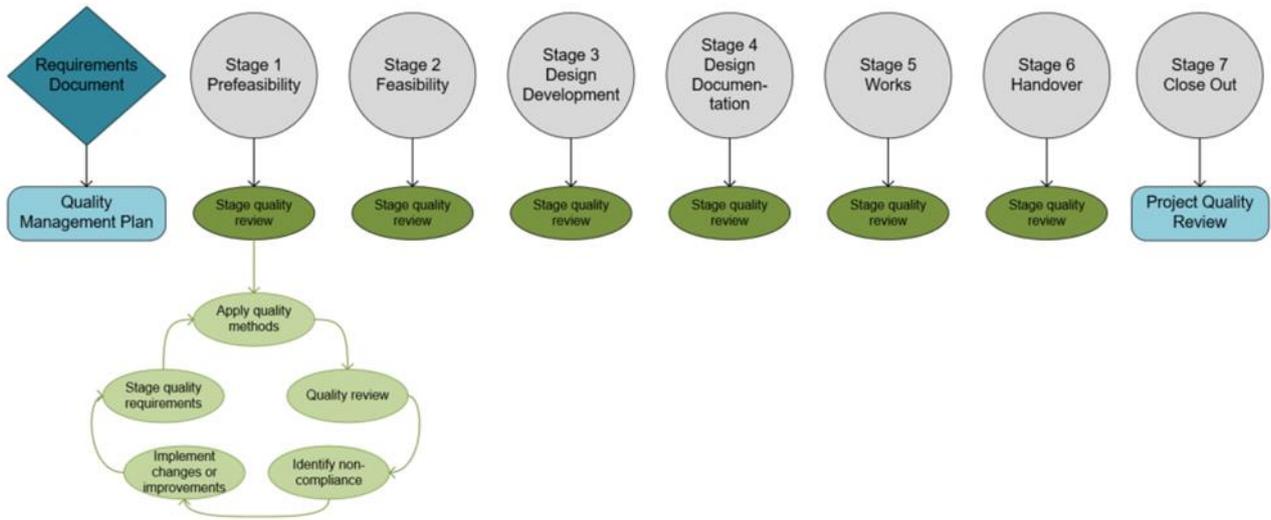


Figure 2 The quality assurance process at each work stage

It is the responsibility of the Department to provide professional service providers with a clear project briefing and to provide appropriate guidance on the client’s expectations and standards.

For stages that professional service providers (PSP’s) are appointed, it is their responsibility to undertake quality management of the scope of work assigned to them in line with the diagram below.

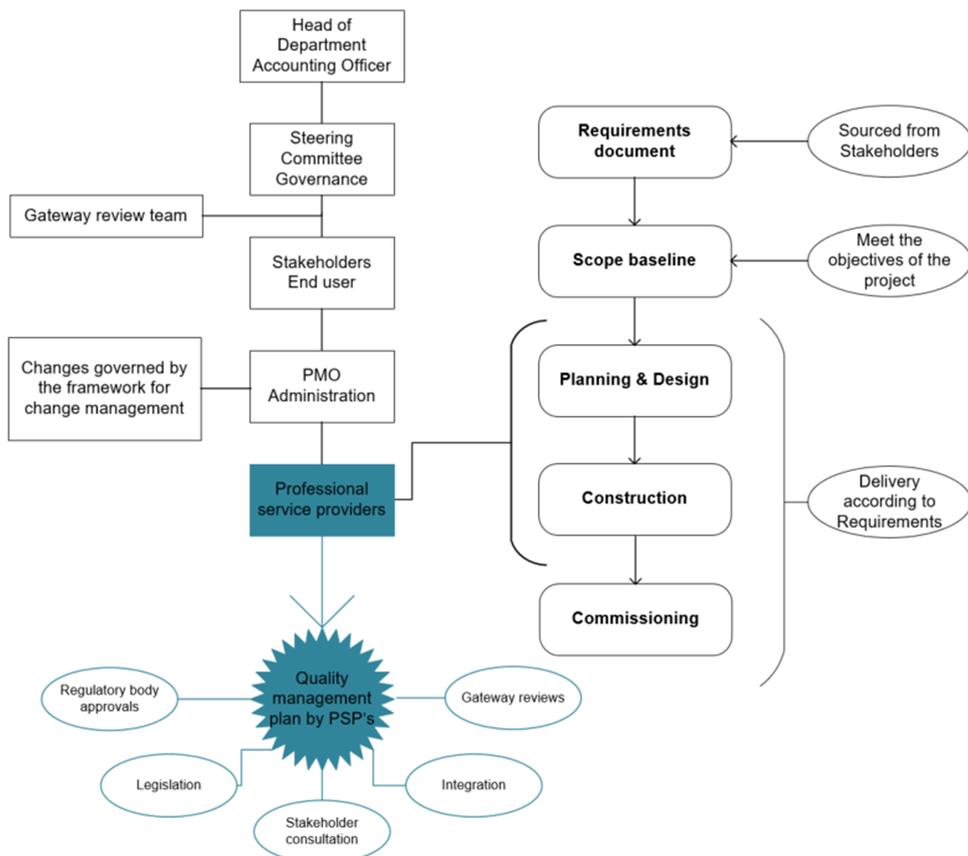


Figure 3 Quality in the project lifecycle, with focus on the PSPs responsibility

This quality management plan will be issued for approval by the PMO. The objective of this plan is to ensure compliance with the client's requirements, which includes all reference documents and applicable legislation. An Inception report will be produced by the PSP's in order to confirm understanding and alignment with the client's requirements. Consultation and approval from client representatives and relevant stakeholders is mandatory for all work produced. The quality management plan will provide a guideline on how this will be achieved and outline the expected level of quality. It will also outline what actions will be taken when there is non-conformance, non-approval or where changes have been made. The Department is responsible for making appropriate resources available to represent the client during these stages of work and to guide the design towards fulfilment of the project objectives.

Professional services will be regulated by the guidelines published by the relevant professional councils and by the requirements stated in the FIDPM and the plan must demonstrate how due diligence will be achieved.

C3.8 Contract Skills Development Goal

The CIDB Standard for Developing Skills through Infrastructure Contracts as published in the Government Gazette Notice No. 48491 of 28 April 2023, provides for the upliftment of learners through a structured skills development programme where the Service Contract has a duration of 12 months or more and the professional fees excluding allowances and including VAT is R5 million or more. This best practice standard for developing skills through infrastructure contracts establishes a minimum contract skills development goal which is to be achieved in the performance of a contract in relation to the provision of different types of workplace opportunities linked to work associated with a contract which aid in or lead to registration of learners in a professional category by one of the professional bodies listed in the standard (Categories of registration).

Categories of registration

Profession	Category of registration	Act
Architectural	Architect, Senior Architectural Technologist, Architectural Technologist or Architectural Draughtsperson	Architectural Profession Act of 2000 (Act No.44 of 2000)
Construction Health and Safety	Construction Health and Safety Agent, Construction Health and Safety Manager or Construction Health and Safety Officer	Project and Construction Management Professions Act of 2000 (Act No.48 of 2000)
Construction Project Management	Construction Project Manager	
Construction Management	Construction Manager	
Engineering	Engineer, Engineering Technologist, Engineering Technician or Certified Engineer	Engineering Profession Act of 2000 (Act No.46 of 2000)
Landscape Architectural	Landscape Architect, Landscape Technologist, Landscape Technician or Landscape Assistant	Landscape Architectural Profession Act of 2000 (Act No.45 of 2000)
Planning	Planner or Technical Planner	Planning Profession Act of 2002 (Act No.36 of 2002)
Quantity Surveying	Quantity Surveyor	Quantity Surveying Profession Act of 2000 (Act No.49 of 2000)

Scientists	Natural Scientists	Natural Scientific Professions Act (Act No.27 of 2003)
Surveying	Land Surveyor, Engineering Surveyor or Technician Engineering Surveyor	Professional and Technical Surveyors' Act (Act No. 40 of 1984)
Valuers	Valuer or Associate Valuer	Property Valuers Profession Act (Act No.47 of 2000)

The Contract Skills Development Goal (CSDG) is the number of hours of skills development opportunities that a Service Provider contracts to provide in relation to work directly related to the Service Contract up to completion the Professional Service Contract. The contract skills development goals, expressed in hours, shall be not less than the professional fees divided by 1 million and multiplied by 150 where professional fees is the financial value of a professional service contract at the time of the award of the contract excluding all allowances and expenses, but including value added tax.

Achieving the Contract Skills Development Goal (CSDG)

The Service Provider shall achieve the measurable contract skills development goal by providing opportunities to learners requiring structured workplace learning using one or a combination of any of the following in relation to work directly related to the contract or order:

- Method 1: structured workplace learning opportunities for learners towards the attainment of a part or a full occupational qualification;
- Method 2: structured workplace learning opportunities for apprentices or other artisan learners towards the attainment of a trade qualification leading to a listed trade (GG No. 35625, 31 August 2012) subject to at least 60% of the artisan learners being holders of public TVET college qualifications;
- Method 3: work integrated learning opportunities for University of Technology or Comprehensive University students completing their national diplomas; or
- Method 4: structured workplace learning opportunities for candidates towards registration in a professional category by a statutory council listed in the table above.

Employed learners may not account for more than 33 percent of the contract skills development goal. Not more than one method may be applied to any individual concurrently in the calculation of the contract skills development goal. The principle is that an individual can only be counted once towards the CSDG.

Contract Skills Development Goal Credits

Contract skills development credits will not be awarded for learners enrolled as beneficiaries of other funded or subsidised programmes. In the case of engineering and construction works, design and build and services contracts:

- The contract skills development goals shall be granted by multiplying the number of people employed by the Service Providers and placed for continuous training opportunities in a three-month period by the notional values contained in the table below, or as revised in a Gazette notice.
- The Service Provider may source beneficiaries of the contract skills development goal from the CIDB Skills Development Agency (SDA).
- All beneficiaries of the Standard must be registered with the CIDB SDA.

NOTE: The role and function of a CIDB SDA is outlined in the Standard, Annexure B.

No more than 45 hours may be claimed per week for any individual.

The notional cost of providing training opportunities per quarter

Type of Training Opportunity	Provision for stipends (Unemployed learners only)	Provision for mentorship	Provision for additional costs*	Total costs	
				Unemployed learners	Employed learners
Method 1					
Occupational qualification	R7 000	R0	R9 000	R16 000	R9 000
Method 2					
TVET College graduates	R14 000	R0	R9 000	R23 000	N/A
Apprenticeship	R14 000	R0	R12 000	R26 000	R12 000
Method 3					
P1 and P2 learners, or a 240 credits qualification	R24 000	R20 000	R4 500	R48 500	N/A
Method 4					
Candidates with a 360 credits qualification	R37 000	R20 000	R4 500	R61 500	R20 000
Candidates with 480 or more credits qualification	R47 000	R20 000	R4 500	R71 500	R20 000

*Additional provisions include provisions for personal protective equipment, insurance, medical assessments, course fees and trade tools (where applicable), assessment, moderation and monitoring of learners.

NOTE:

- i. Where an unemployed learner is employed directly by the Service Provider, the Service Provider shall pay the stipend directly to the learner
- ii. Where an unemployed learner is sourced through an SDA, training provider or skills development facilitator, the Service Provider must pay the stipend to the SDA, training provider or skills development facilitator who in turn will pay the learner
- iii. The notional cost of providing training opportunities will be reviewed as and when required. The new, revised costs will be published as revised in a Gazette notice.

Tenderers shall study the CIDB Standard for Developing Skills through Infrastructure Contracts as published in the Government Gazette Notice No. 48491 of 28 April 2023 and ensure they comply with all conditions of the Standard.

Sanctions

Failure by the Service Provider to achieve the **total** Notional Cost of the Contract Skills Development Goal (excluding VAT), as indicated in the pricing schedule item, will result in a penalty of 30% of the value of the portion not achieved, unless the Service Provider can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

PART C4: SITE INFORMATION

The site is located on the outskirts of Empangeni and is part of the Empangeni Integrated Residential Development Plan Phase 2 Waterstone Development (EIRDP Ph 2). It is accessible from the P425 (Western Bypass). Within a 5km radius the P425 intersects the R34 leading to Melmoth and Zululand district to the west, Richards Bay to the east and the R102 leading through Gingindlovu to Durban in the south. The R34 provides access to the N2, 10km away from the site, providing connectivity to Durban in the south and Pongola and Umkhanyakude district to the north.

The site is 5km away from Empangeni central business district and is 23km from Richards Bay. There are two high load public transport facilities within a 5km radius of the site providing public transportation to major cities in the region i.e. Durban.

Considering that the tertiary hospital is a referral based facility, the location is centrally placed to be accessed by the regional hospitals within the catchment area.



Figure 4 Empangeni IRDP Phase 2 (Waterstone Development)

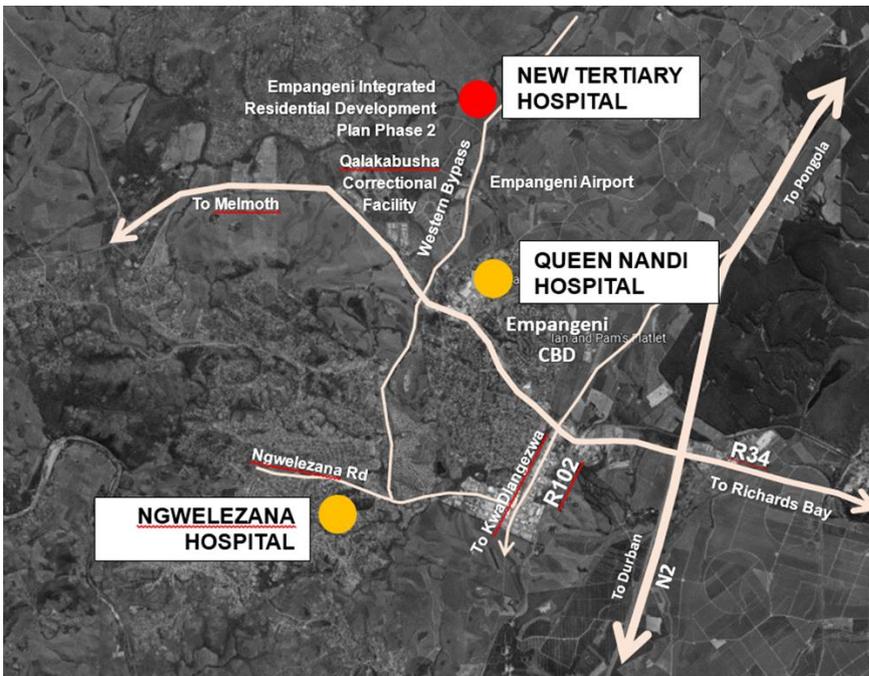


Figure 5 Location of site options within uMhlathuze Municipality

The site is located in the northern half of the EIRDP Ph 2, on the corner of the P425 and the ring road within the development. This location is very prominent and allows quick access from the provincial road, without experiencing hindrances that would occur within the centre of an urban environment.

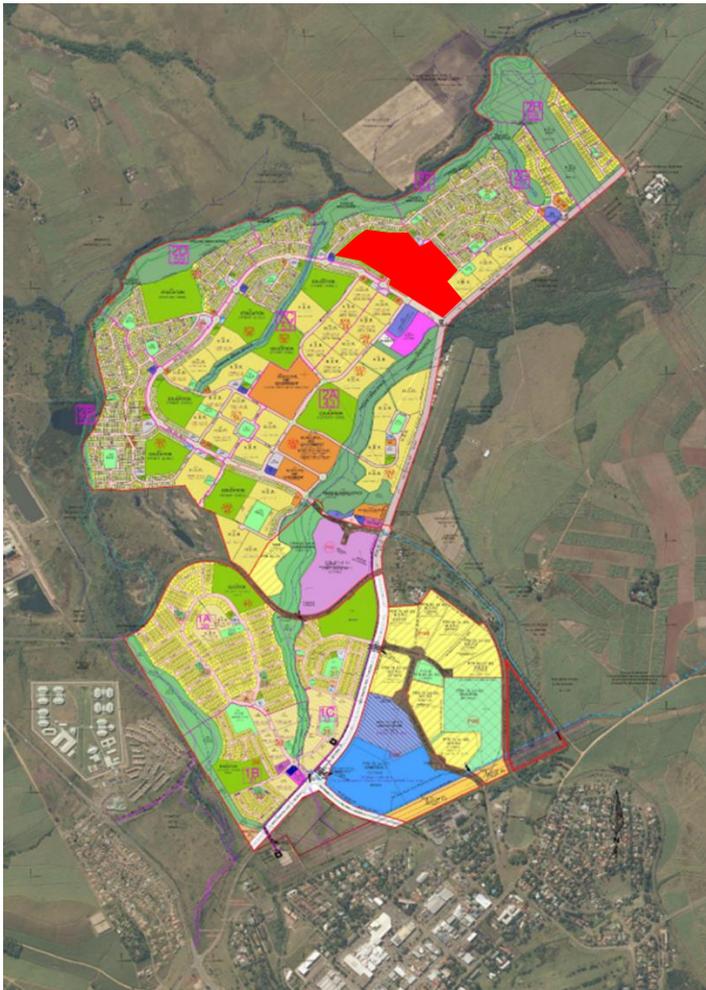


Figure 6 Location of the hospital site within the EIRDP Ph 2

The coordinates of the proposed site is $-28^{\circ} 42' 48''$, $31^{\circ} 53' 35.06''$

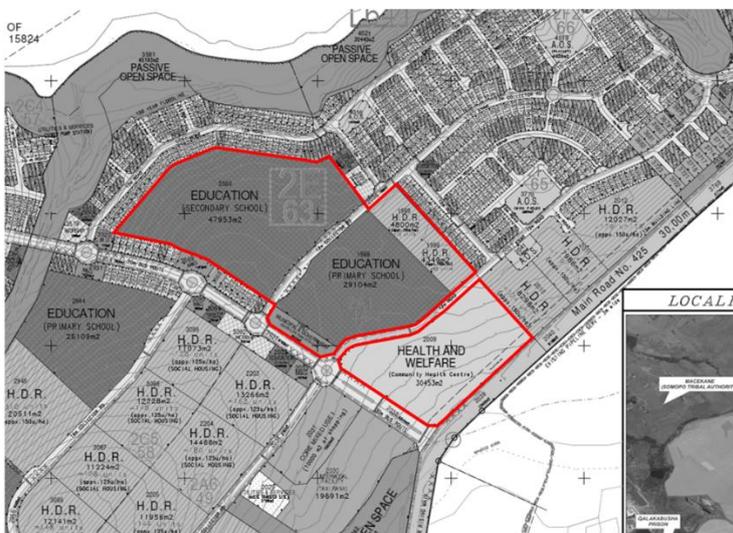


Figure 7 Town planning diagram of EIRDP Ph 2, site identified for the Department

ANNEXURES

ANNEXURE A
FORM A (SCHEDULE OF PROPOSED TEAM)

FORM A

SCHEDULE OF KEY PERSONS FOR THE PROJECT

Please note that if any of the information disclosed in the table below is found to be dishonest or inaccurate, this may result in the withdrawal of any award already made and a repudiation of this agreement.

PROPOSED KEY PERSONS AND PROPOSED ROLE ON THE PROJECT	GENDER: MALE / FEMALE (M/F)	DATE OF REGISTRATION AS A PROFESSIONAL / CANDIDATE	PROFESSIONAL REGISTRATION IN GOOD STANDING (YES/NO)	PROFESSIONAL/ CANDIDATE REGISTRATION NUMBER	YEARS OF POST REGISTRATION EXPERIENCE	AGE
<p>Please state the name of the individual below that will represent the consortium when engaging with the employer.</p> <p>Consortium Representative:</p>						
<p>MECHANICAL ENGINEERING RESOURCES</p>						
<ul style="list-style-type: none"> Mechanical Engineering Firm/s: 						
<ul style="list-style-type: none"> Principal Mechanical Engineer: <p>Name:</p>						
<ul style="list-style-type: none"> Professional Mechanical Engineer 1: <p>Name:</p> <p>Role on Project:</p>						

PROPOSED KEY PERSONS AND PROPOSED ROLE ON THE PROJECT	GENDER: MALE / FEMALE (M/F)	DATE OF REGISTRATION AS A PROFESSIONAL / CANDIDATE	PROFESSIONAL REGISTRATION IN GOOD STANDING (YES/NO)	PROFESSIONAL/ CANDIDATE REGISTRATION NUMBER	YEARS OF POST REGISTRATION EXPERIENCE	AGE
<ul style="list-style-type: none"> Professional Mechanical Engineer 2: Name: Role on Project:						
<ul style="list-style-type: none"> Mechanical Engineering Technologist 1: Name: Role on Project:						
<ul style="list-style-type: none"> Mechanical Engineering Technologist 2: Name: Role on Project:						
<ul style="list-style-type: none"> Other Resources: (State Name and Role for All Other Resources listed) 						

PROPOSED KEY PERSONS AND PROPOSED ROLE ON THE PROJECT	GENDER: MALE / FEMALE (M/F)	DATE OF REGISTRATION AS A PROFESSIONAL / CANDIDATE	PROFESSIONAL REGISTRATION IN GOOD STANDING (YES/NO)	PROFESSIONAL/ CANDIDATE REGISTRATION NUMBER	YEARS OF POST REGISTRATION EXPERIENCE	AGE
<ul style="list-style-type: none"> Other Resources (Continued): 						

PROPOSED KEY PERSONS AND PROPOSED ROLE ON THE PROJECT	GENDER: MALE / FEMALE (M/F)	DATE OF REGISTRATION AS A PROFESSIONAL / CANDIDATE	PROFESSIONAL REGISTRATION IN GOOD STANDING (YES/NO)	PROFESSIONAL/ CANDIDATE REGISTRATION NUMBER	YEARS OF POST REGISTRATION EXPERIENCE	AGE
ELECTRICAL ENGINEERING RESOURCES						
<ul style="list-style-type: none"> Electrical Engineering Firm/s: 						
<ul style="list-style-type: none"> Principal Electrical Engineer: Name:						

PROPOSED KEY PERSONS AND PROPOSED ROLE ON THE PROJECT	GENDER: MALE / FEMALE (M/F)	DATE OF REGISTRATION AS A PROFESSIONAL / CANDIDATE	PROFESSIONAL REGISTRATION IN GOOD STANDING (YES/NO)	PROFESSIONAL/ CANDIDATE REGISTRATION NUMBER	YEARS OF POST REGISTRATION EXPERIENCE	AGE
<ul style="list-style-type: none"> Professional Electrical Engineer 1: Name: Role on Project:						
<ul style="list-style-type: none"> Electrical Engineering Technologist 1: Name: Role on Project:						
<ul style="list-style-type: none"> Electrical Engineering Technologist 2: Name: Role on Project:						
<ul style="list-style-type: none"> Other Resources: (State Name and Role for All Other Resources listed) 						

PROPOSED KEY PERSONS AND PROPOSED ROLE ON THE PROJECT	GENDER: MALE / FEMALE (M/F)	DATE OF REGISTRATION AS A PROFESSIONAL / CANDIDATE	PROFESSIONAL REGISTRATION IN GOOD STANDING (YES/NO)	PROFESSIONAL/ CANDIDATE REGISTRATION NUMBER	YEARS OF POST REGISTRATION EXPERIENCE	AGE

ANNEXURE B
CURRICULUM VITAE TEMPLATE

CURRICULUM VITAE TEMPLATE (PER INDIVIDUAL)

1. Personal Details

Name:	
Date of Birth:	
Current Employer:	
Current Position Held:	
Duration in Current Position:	

2. Education (Degrees, Diplomas, BTech and Post Graduate Qualifications ONLY)

Qualification	Year Obtained	Institution

3. Professional Registration/s

Professional Body	Year Obtained	Expiry Date	Category of Professional Registration

4. Relevant Project Experience (Provide a maximum of 2 relevant projects)

PROJECT 1 DETAILS	
Project Name:	
Project Scope:	
Project Value:	
Project Start Date:	Project Completion Date:
Firm Employed at During Project:	
Role on Project:	
Years Worked on Project:	
Construction Stages Worked on:	

PROJECT 1 DETAILS (CONTINUED) - CLIENT INFORMATION	
Company Name:	
Reference Name:	
Reference Role on Project:	
Reference Contact Number/s:	
Reference Email Address:	

PROJECT 2 DETAILS	
Project Name:	
Project Scope:	
Project Value:	
Project Start Date:	Project Completion Date:
Firm Employed at During Project:	
Role on Project:	
Years Worked on Project:	
Construction Stages Worked on:	

PROJECT 2 DETAILS (CONTINUED) - CLIENT INFORMATION

Company Name:

Reference Name:

Reference Role on Project:

Reference Contact Number/s:

Reference Email Address:

ANNEXURE C
(LIST OF THE ORGANIZATIONS COMPLETED OR CURRENT PROJECTS)

LIST OF THE ORGANIZATIONS COMPLETED OR CURRENT PROJECT

The below tables must be correctly and fully completed in order to be evaluated in Part (B) of the eligibility criteria. Failure to complete the tables below will lead to being disqualified in the tender.

Mechanical Engineering Services

PROJECT 1 DETAILS	
Project Name:	
Project Scope:	
Are you using or have used BIM in this project (YES/NO) :	
Project Value:	
Project Status:	
Project Appointment Date:	Project Completion Date (If Applicable):
Service Provided:	
CLIENT INFORMATION	
Company Name:	
Reference Name:	
Reference Role on Project:	
Reference Contact Number/s:	
Reference Email Address:	

Mechanical Engineering Services

PROJECT 2 DETAILS	
Project Name:	
Project Scope:	
Are you using or have used BIM in this project (YES/NO) :	
Project Value:	
Project Status:	
Project Appointment Date:	Project Completion Date (If Applicable):
Service Provided:	
CLIENT INFORMATION	
Company Name:	
Reference Name:	
Reference Role on Project:	
Reference Contact Number/s:	
Reference Email Address:	

Electrical Engineering Services

PROJECT 1 DETAILS	
Project Name:	
Project Scope:	
Are you using or have used BIM in this project (YES/NO) :	
Project Value:	
Project Status:	
Project Appointment Date:	Project Completion Date (If Applicable):
Service Provided:	
CLIENT INFORMATION	
Company Name:	
Reference Name:	
Reference Role on Project:	
Reference Contact Number/s:	
Reference Email Address:	

Electrical Engineering Services

PROJECT 2 DETAILS	
Project Name:	
Project Scope:	
Are you using or have used BIM in this project (YES/NO) :	
Project Value:	
Project Status:	
Project Appointment Date:	Project Completion Date (If Applicable):
Service Provided:	
CLIENT INFORMATION	
Company Name:	
Reference Name:	
Reference Role on Project:	
Reference Contact Number/s:	
Reference Email Address:	

ANNEXURE D
FORM B (LIST OF COMPLETED PROJECT REFERENCES)

FORM B

LIST OF COMPLETED PROJECT REFERENCES

The below tables must be correctly and fully completed in order to be considered for Section E in the Eligibility Criteria

Mechanical Engineering

GENERAL BUILDING PROJECT 1 DETAILS	
Project Name:	
Project Scope:	
Project Value:	
Project Start Date:	Project Completion Date:
Service Provided:	
Comment on Overall Performance of Service Provider:	
Was the overall performance satisfactory (Yes/No):	
CLIENT INFORMATION	
Company Name:	
Reference Name:	
Reference Role on Project:	
Reference Contact Number/s:	
Reference Email Address:	
Reference Signature:	

Mechanical Engineering

HEALTHCARE PROJECT 2 DETAILS	
Project Name:	
Project Scope:	
Project Value:	
Project Start Date:	Project Completion Date:
Service Provided:	
Comment on Overall Performance of Service Provider:	
Was the overall performance satisfactory (Yes/No):	
CLIENT INFORMATION	
Company Name:	
Reference Name:	
Reference Role on Project:	
Reference Contact Number/s:	
Reference Email Address:	
Reference Signature:	

Electrical Engineering

GENERAL BUILDING PROJECT 1 DETAILS	
Project Name:	
Project Scope:	
Project Value:	
Project Start Date:	Project Completion Date:
Service Provided:	
Comment on Overall Performance of Service Provider:	
Was the overall performance satisfactory (Yes/No):	
CLIENT INFORMATION	
Company Name:	
Reference Name:	
Reference Role on Project:	
Reference Contact Number/s:	
Reference Email Address:	
Reference Signature:	

Electrical Engineering

GENERAL BUILDING PROJECT 2 DETAILS	
Project Name:	
Project Scope:	
Project Value:	
Project Start Date:	Project Completion Date:
Service Provided:	
Comment on Overall Performance of Service Provider:	
Was the overall performance satisfactory (Yes/No):	
CLIENT INFORMATION	
Company Name:	
Reference Name:	
Reference Role on Project:	
Reference Contact Number/s:	
Reference Email Address:	
Reference Signature:	

ANNEXURE E
PREFEASIBILITY REPORT (with selected Annexures)

ANNEXURE F

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

NOTES

The purpose of this document is to:

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

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

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

NOTES

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TABLE OF CLAUSES

1. Definitions
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6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
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12. Transportation
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14. Spare parts
15. Warranty
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17. Prices
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1. DEFINITIONS

The following terms shall be interpreted as indicated:

- 1.1. **“Closing time”** means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2. **“Contract”** means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3. **“Contract price”** means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4. **“Corrupt practice”** means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5. **“Countervailing duties”** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6. **“Country of origin”** means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7. **“Day”** means calendar day.
- 1.8. **“Delivery”** means delivery in compliance of the conditions of the contract or order.
- 1.9. **“Delivery ex stock”** means immediate delivery directly from stock actually on hand.
- 1.10. **“Delivery into consignees store or to his site”** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11. “Dumping” occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12. “Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13. “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14. “GCC” means the General Conditions of Contract.
- 1.15. “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16. “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17. “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18. “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19. “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20. “Project site,” where applicable, means the place indicated in bidding documents.
- 1.21. “Purchaser” means the organization purchasing the goods.

- 1.22. "Republic" means the Republic of South Africa.
- 1.23. "SCC" means the Special Conditions of Contract.
- 1.24. "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25. "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

6. Patent rights

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

7. Performance security

- 7.1. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3. The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

- a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - b) a cashier's or certified cheque
- 7.4. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests, and analyses

- 8.1. All pre-bidding testing will be for the account of the bidder.
- 8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5. Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7. Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

- 9.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to

any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 16.3. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4. Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

- 17.1. Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

- 18.1. No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

- 19.1. The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

- 20.1. The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

- 21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

24.1. When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or

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

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

- 28.1. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6.:
- a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
 - b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

- 29.1. The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

30.1. The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. Notices

31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

33.1. The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34. Prohibition of Restrictive practices

34.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2. If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

General Conditions of Contract (revised July 2010)