



WESTERN CAPE GOVERNMENT

Department of Health & Wellness

Departement van Gesondheid & Welstand

Isebe Lezempilo & neMpilo-ntle

NEC3 PROFESSIONAL SERVICES CONTRACT (PSC3)
(Based on NEC3 Professional Service Contract – Option E) April 2013

TENDER No	:	WCGHIC009/2023
PROJECT TITLE	:	APPOINTMENT OF A PROFESSIONAL ELECTRICAL ENGINEERING CONSULTANT FOR THE THREE (3) YEARS WITH AN OPTION TO EXTEND THE CONTRACT FOR AN ADDITIONAL TWO YEARS (SUBJECT TO SUPPLIER PERFORMANCE)
TENDER CLOSING	:	

<u>DEPARTMENT (EMPLOYER):</u>		<u>DEPARTMENT REPRESENTATIVE (EMPLOYER'S AGENT):</u>	
HEALTH & WELLNESS			
<u>PHYSICAL ADDRESS</u>	<u>POSTAL ADDRESS</u>	<u>PHYSICAL ADDRESS</u>	<u>POSTAL ADDRESS</u>
THE BOX: 21 ST FLOOR	PO BOX 2060	THE BOX: 21 ST FLOOR	PO BOX 2060
9 LOWER BURG STREET	CAPE TOWN	9 LOWER BURG STREET	CAPE TOWN
CAPE TOWN	8000	CAPE TOWN	8000
8001		8001	
Contact:	PRISCILLA SNELL / NICO M RUDOLF / ANISWA MFANA	Contact:	Mr Chris Maud
Phone:	021 834 9013 /	Phone:	021-4836874
Cell:		Cell:	
Email:	Priscilla.Snell@westerncape.gov.za Nico.Rudolf@westerncape.gov.za Aniswa.Mfana@westerncape.gov.za	Email:	Chris.Maud@westerncape.gov.za

Name of Tendering Entity:

Contact Number:.....

E-mail.....

24 Hour Contact Details:

WESTERN CAPE GOVERNMENT: HEALTH	
DIRECTORATE: SUPPLY CHAIN	
(INFRASTRUCTURE SOURCING)	
BID OPENED 11:00	
2024-05-22	
1).....	2).....
SIGNED	SIGNED

IMPORTANT NOTE: All returnable documents as listed on page 12 in this document, including the Form of Offer and Acceptance C1.1 on page 44 must be fully completed and signed. The entire tender document from page 1 through page 80 must be submitted.

**WCGHIC009/2023: APPOINTMENT OF A PROFESSIONAL ELECTRICAL ENGINEERING CONSULTANT FOR THE THREE (3) YEARS WITH AN OPTION TO EXTEND THE CONTRACT FOR AN ADDITIONAL TWO YEARS (SUBJECT TO SUPPLIER PERFORMANCE)
NON-COMPLIANCE WILL RENDER YOUR TENDER INVALID**

**WESTERN CAPE GOVERNMENT
DEPARTMENT OF HEALTH & WELLNESS**

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<p>WESTERN CAPE GOVERNMENT: HEALTH DIRECTORATE: SUPPLY CHAIN (INFRASTRUCTURE SOURCING) BID OPENED 11:00</p> <p>2024-05-22</p> <p>1)..... 2)..... SIGNED SIGNED</p>
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WCGHIC009/2023: APPOINTMENT OF A PROFESSIONAL ELECTRICAL ENGINEERING CONSULTANT FOR THE THREE (3) YEARS WITH AN OPTION TO EXTEND THE CONTRACT FOR AN ADDITIONAL TWO YEARS (SUBJECT TO SUPPLIER PERFORMANCE)

**WESTERN CAPE GOVERNMENT
DEPARTMENT OF HEALTH & WELLNESS**

T1.1 TENDER NOTICE AND INVITATION TO TENDER

The WESTERN CAPE GOVERNMENT, DEPARTMENT OF HEALTH & WELLNESS, invites tenders for

Tender No: APPOINTMENT OF A PROFESSIONAL ELECTRICAL ENGINEERING CONSULTANT FOR THE THREE (3) YEARS WITH AN OPTION TO EXTEND THE CONTRACT FOR AN ADDITIONAL TWO YEARS (SUBJECT TO SUPPLIER PERFORMANCE)

Contracts will be based on the NEC3 Professional Services Contract (PSC3).

The physical address for collection of tender documents is:

DEPARTMENT OF HEALTH & WELLNESS

Tender document can be downloaded on the E-tender portal (<https://www.etenders.gov.za>)

Queries relating to the issue of these documents may be addressed to:

Name : Priscilla Snell / Nico M Rudolf / Aniswa Mfana

Phone : 021 834 9013 / 021 483 9903

E-mail : Priscilla.Snell@westerncape.gov.za / Nico.Rudolf@westerncape.gov.za / Aniswa.Mafana@westerncape.gov.za

Queries relating to the technical specification of these documents may be addressed to:

Name : Chris Maud

Phone : 021-4836874

E-mail : Chris.Maud@westerncape.gov.za

A **briefing/clarification meeting** with representatives of the *Employer* will take place at:

**Location : Boiler House – Training Room, Karl Bremer Hospital
Corner Mike Pienaar Boulevard & Frans Conradie Drive, Bellville**

Date : 08th of May 2024

Starting Time : 11:00am

The closing time for receipt of tenders is **11:00 am on 22 May 2024**. Late tenders will not be accepted. The location for closing of the tender offers is as stated in the Tender Data (T1.2)

Telegraphic, telephonic, telex, facsimile, e-mail, copied and late tenders will not be accepted.

Tenders may only be submitted on the tender documentation that is issued.

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data (T1.2). For the purpose of tender evaluation, each legal entity in the tendering party (sub-Consultants and sole proprietors included) must comply with the Tax requirements and B-BBEE/EME documentation as described in the Tender data.

WESTERN CAPE GOVERNMENT: HEALTH DIRECTORATE: SUPPLY CHAIN (INFRASTRUCTURE SOURCING) BID OPENED 11:00	
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Supplier Database Registration

All **prospective** Service Providers **MUST** be registered on the Central Supplier Database (CSD) at the time of tender closing and tax compliant. **Tenderers who are not tax compliant at closing date will be deemed non-compliant.**

All prospective Service Providers who are not registered on the **CSD** are requested to self- register on www.csd.gov.za. **Should** service providers require assistance with the registration process, you may contact Roderick April on (021) 483 0582/ Roderick.April@westerncape.gov.za

WESTERN CAPE GOVERNMENT: HEALTH
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**WESTERN CAPE GOVERNMENT
DEPARTMENT OF HEALTH & WELLNESS**

T1.2 TENDER DATA

The conditions of tender are the cidb Standard for Uniformity in Engineering and Construction Works Contracts (August 2019) – Annex C Standard Conditions of Tender.

The Standard Conditions of Tender make references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender. Each item of data given below is cross-referenced to the clause in the Annex C Standard Conditions of Tender to which it mainly applies.

Clause Number	Tender Data
C.1	General
C.1.1	The <i>Employer</i> is WESTERN CAPE GOVERNMENT: DEPARTMENT OF HEALTH & WELLNESS.
C.1.2	<p>This Tender Document issued by the <i>Employer</i> comprises the following parts:</p> <p>Part T: The Tender</p> <p>Part T1: Tendering Procedures</p> <p>T1.1 Tender notice and invitation to tender</p> <p>T1.2 Tender Data</p> <p>Part T2: Returnable Documents</p> <p>T2.1 List of returnable documents</p> <p>T2.2 Returnable schedules</p> <p>Part C: The Contract</p> <p>Part C1: Agreement and Contract Data</p> <p>C1.1 Form of Offer and Acceptance</p> <p>C1.2 Contract Data</p> <p>Part C2: Pricing Data</p> <p>C2.1 Pricing Assumptions & Instructions</p> <p>C2.2 Pricing Schedule</p> <p>Part C3: Scope of Work</p> <p>Part C 4: Site Information</p> <p>This tender document contains the “Returnable Documents” which must be completed and signed, in terms of submitting a tender offer.</p> <p>PLEASE NOTE: The complete tender document comprising pages 1 through 80 must be returned to the <i>Employer</i> when submitting a tender offer. Drawings, schematics or annexures need NOT be returned with the tender offer.</p>
	<p>The <i>Employer’s Agent</i> is:</p> <p>Name: Chris Maud</p> <p>Address: 4 Dorp Street Cape Town 8000</p> <p>Phone: 021-4836874</p> <p>Email: Chris.Maud@westerncape.gov.za</p> <div style="border: 1px solid black; padding: 5px; width: fit-content; margin-left: auto;"> <p align="center">WESTERN CAPE GOVERNMENT: HEALTH DIRECTORATE: SUPPLY CHAIN (INFRASTRUCTURE SOURCING) BID OPENED 11:00</p> <p align="center">2024-05-22</p> <p>1)..... 2)..... SIGNED SIGNED</p> </div>

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C.1.4	The language for communications is English.
C.1.6	The Competitive Selection Procedures shall be applied. (Proposal Procedure using the Two-Envelope System formal tendering)
C.2	Tenderer's Obligations
C.2.1	<p>Key personnel</p> <p>a) In order to be declared responsive, the tenderer must have the following key personnel in its permanent employment at the close of tender. Alternatively, a signed undertaking from a specialist consultant/firm having the required personnel, stating that they will undertake the necessary work on behalf of the tenderer in terms of a sub-consultant agreement, will be acceptable. Such undertaking must be attached to the Schedule 6 titled Key Personnel, Part T2.2: Returnable Schedules.</p> <p>b) Unless otherwise indicated below different individuals must be identified for each of the key personnel listed below and, on the schedule, titled Key Personnel.</p> <p>c) Key personnel who must be registered with their professional Councils, are as indicated above. The professional registration numbers of the key personnel must be indicated on the Schedule 6 titled Key Personnel, Part T2.2: Returnable Schedules. The curriculum vitae and Registration Certificate of all key personnel (including sub-consultants), must be submitted with the tender submission, appended to this Schedule.</p> <p>d) Should tenderer be awarded the contract only then would the tenderer be required to show that key personnel will operate out of a local office, as the exigencies of the project require.</p>
C.2.2	<p>Support resources</p> <p>a) In order to be considered responsive, bidders are required to list all support resources that are envisaged on Schedule 7 to be used in order to undertake and complete the scope of works as indicated in this tender.</p> <p>b) Tenderers should note that, during the course of the contract arising from this tender, any of the personnel listed at tender stage may only be replaced with personnel of similar qualification and experience, subject to the approval of the <i>employer</i>.</p> <p>c) Details of the software package(s) that will be used must be indicated on the Schedule 7 titled Support Resources, Part T2.2: Returnable Schedules</p>
C.2.4	<p>Confidentiality and copyright of documents</p> <p>a) Treat as confidential all matters arising in connection with the tender.</p> <p>b) The Tenderer/<i>Consultant</i> shall treat as confidential all information related to or supporting the project and shall not use such information for personal advantage or the benefit of a third party. Any and all media interactions with this project will be handled through the <i>Employer's</i> channels of contact.</p> <p>c) Use and copy the documents issued by the <i>employer</i> only for the purpose of preparing and submitting a tender offer in response to the invitation.</p>
C.2.6	Acknowledge receipt of addenda to the tender documents, which the <i>Employer</i> may issue if necessary.
C.2.7	<p>The arrangements for a compulsory briefing/clarification meeting are as stated in the Tender Notice and Invitation to Tender (T1.1).</p> <p>THE FOLLOWING CONDITIONS APPLY:</p> <p>a) The compulsory briefing/clarification meeting will be held via MS Teams (Virtual Meeting).</p> <p>b) Failure to attend the compulsory meeting will automatically disqualify the tenderer.</p> <p>c) Admission to the meeting closes when the meeting is officially started by the chairperson representing the <i>Employer</i>. Late arrivals will not be allowed into the meeting after the official start thereof.</p> <p>d) Tenderers must complete and electronically sign the meeting attendance register circulated at the meeting in the name of the tendering entity. Tenders will be received only from those tendering entities whose names appear on the attendance register. Failure to complete and sign the attendance register will disqualify the tenderer.</p> <p>e) Tenderers must complete and electronically sign the Clarification Meeting Certificate (returnable Schedule 10 on page 41 in this document). The clarification meeting certificate must be counter-signed electronically by a designated representative of the <i>Employer</i> at the time of the meeting, who will be identified at the meeting. Failure to include a duly completed, signed and counter-signed clarification meeting certificate in the tender submission will disqualify the tender.</p> <p>f) Addenda may be issued to all whom collected tender documents.</p> <p>g) Tenderers must be represented by a person who is suitably qualified and experienced to comprehend the implications of the work involved.</p> <p>h) Written and verbal instructions given to tenderers at the clarification meeting, and which are recorded in the <i>Employer's</i> minutes of the meeting, form part of the Conditions of Tender. Failure to comply with such instructions will disqualify the tender</p>

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 DIRECTORATE: SUPPLY CHAIN
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C.2.8	Clarification of the tender document may be requested, if necessary, by notifying the <i>Employer</i> at least five (5) working days before the closing time stated in the tender data.
C.2.11	No alterations or additions to the tender document must be performed unless to comply with instructions by the Employer, or where it is necessary to correct errors made by the tenderer. Strike a line through the incorrect information, write the corrected information as appropriate (under, above or next to the information to be corrected), all such alterations must be initialed by all signatories to the tender offer.
C.2.12	No alternative tender offers will be considered.
C.2.13.1	Proposal Procedure using the Two-Envelope System (formal tendering) Tenderers submit non-financial (technical) and financial proposals in two (2) envelopes. The financial proposals will only be opened should the technical proposal be found to be accepted and attain the minimum threshold score.
C.2.13.2	Return all documents as listed in T2.1 List of Returnable Documents and Schedules after completing them in their entirety by writing legibly in non-erasable ink.
C.2.13.5	Seal the original tender offer and state on the outside, the <i>Employer's</i> address and identification details to be shown on the tender offer package as: Tender box: Marked DEPARTMENT OF HEALTH Location of tender box: Foyer on Ground Floor main entrance of the Western Cape Government Building Physical address: 4 Dorp Street, Cape Town Adjacent to the Cape High Court, Junction of Dorp and Keerom Streets, Cape Town Identification details: DEPARTMENT OF HEALTH AND WELLNESS 4 Dorp Street, Cape Town, 8001 Tender reference number, Title of Tender, Tenderer name and contact address of tenderer
C.2.13.8	Accept that the <i>Employer</i> will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
C.2.13.9	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted by the <i>employer</i> .
C.2.14	Information and data to be completed in all respects Accept that tender offers, which do not provide all the data or information requested completely and in the form required , may be regarded by the <i>employer</i> as non-responsive.
C.2.15	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender (T1.1).
C.2.16	The tender offer validity period is 90 days . The <i>Employer</i> reserves the right to extend the validity period for an agreed additional period, with or without conditions attached to such extension, if deemed in the interest of the <i>Employer</i> .
C.2.18	Compliance with Occupational Health and Safety Act, 85 of 1993 a) Tenderers are to note the requirements of the Occupational Health and Safety Act, 85 of 1993 and the Construction Regulations, 2014 issued in terms of Section 43 of the Act. The Tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith. b) In this regard the Tenderer shall submit with his tender or upon request, appended to the schedule titled Health and Safety Plan in T2.2: Returnable Schedules , a draft Health and Safety Plan in respect of the <i>Service</i> in sufficient detail to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act, Regulations and Occupational Health and Safety Specification for Construction Works Contracts.

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C.2.20.2	In order to be declared responsive, the tenderer must hold valid Professional Indemnity (PI) insurance providing cover in an amount of not less than two million rand (R10 million) in respect of each and every claim during the period of insurance. Proof of insurance or confirmation from a reputable Insurance Broker that the Tenderer is eligible from prescribed professional indemnity insurance cover should he/she be awarded the contract, must be submitted with the tender, appended to the schedule titled Professional Indemnity Insurance .
C.2.23	Submit the following certificates and relevant documents with your tender offer: a) A valid B-BBEE Verification Certificate issued by a verification agency accredited by the South African National Accreditation System (SANAS) (certificates/scorecards and EME/QSE affidavits) of main <i>Consultant</i> , or an affidavit confirming annual total revenue and level of black ownership in terms of the relevant sector code applicable to the tender, or Registered Auditors approved by IRBA. Where a joint venture or Sub-consultants are involved, this documentation must be provided by each legal entity. b) A valid Letter of Good Standing from the Department of Labour (Compensation Commissioner) for the Compensation for Occupational Injuries and Diseases Act (COIDA) 130 of 1993 (as amended). c) Registration Report as proof of active supplier registration on the Central Supplier Database (CSD), d) Joint Venture Agreement (if applicable).
C.3	The Employer's Undertakings
C.3.1.1	The <i>Employer</i> will respond to requests for clarification received up to five (5) working days before the tender closing time as stated in the Tender Data.
C.3.2	If necessary, the <i>Employer</i> shall issue addenda from the date that tender documents are available until three (3) working days before tender closing time.
C.3.4	The time and location for opening of the tender submissions will be communicated to all at the site meeting.
C.3.8.1	Tenders will be considered non-responsive if: a) The tender was not properly received; b) The tender does not comply with the requirements of the Standard Conditions of Tender, Annex C; c) The tender is not fully completed and signed where required, and both the tender document and returnable documents and schedules have not been submitted by the time stipulated; and d) The tenderer has failed to respond to any other requirements of the tender documents.
C.3.8.2	A responsive tender will conform to all the terms, conditions, and specifications of the tender documents without material deviation or qualification.
C.3.9.1	Arithmetical errors, omissions and discrepancies: a) It is the responsibility of the tenderer to ensure that the document is comprehensive, and any errors or omissions should be reported to the employer before the document is submitted. b) Responsive tender offers will be checked for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.
C.3.9.2	The tender will be checked for: a) Gross misplacement of the decimal point in any unit rate; b) Omissions that were made when completing the pricing schedule or bills of quantities; or c) Arithmetic errors in: i) The totals of line items resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or ii) Summation of the prices.
C.3.9.3	Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices

WESTERN CAPE GOVERNMENT: HEALTH
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SIGNED SIGNED

NEC3 Standalone PSC3

Please initial: Tenderer & Witness..... Employer & Witness.....

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C.3.9.4	<p>Where the tenderer elects to confirm the tender offer as tendered, errors shall be corrected as follows:</p> <p>a) Where a bill of quantities or pricing schedules are applicable, and an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where an obvious gross misplacement of the decimal point in the unit rate was made, the line item total as quoted shall govern, and the unit rate shall be corrected.</p> <p>b) Where an error in the total of the prices was made either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer shall be asked to revise selected item prices (and their rates if a pricing schedule applies) to achieve the tendered total of the prices.</p>
C.3.11.1	<p>The method of evaluation of responsive tenders is Method 4: Financial offer, quality and preferences</p> <p>Each tender will be scored in respect of the quality, financial offer and the preferences claimed, if any.</p> <p>Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender Data, if any.</p> <p>Thus, only price and preference will be factored into the computation of the total evaluation points.</p> <p>A maximum of 80 (eighty) points is allocated for price.</p> <p>Up to 20 (twenty) tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed. The maximum attainable combined score for price and preference is 80+20=100 points.</p>
C.3.11.2	<p>Notwithstanding compliance the requirements of the tender, the <i>employer</i> will perform a risk analysis in respect of the following:</p> <p>a) reasonableness of the financial offer</p> <p>b) reasonableness of unit rates and prices in line with Gazetted tariffs.</p> <p>c) the tenderer's ability to fulfil its obligations in terms of the tender document, that is, that the tenderer can demonstrate that he/she possesses the necessary professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, capacity, experience, reputation, personnel to perform the contract, etc.; the <i>Employer</i> reserves the right to consider a tenderer's existing contracts with the <i>Employer</i> in this regard</p> <p>d) any other matter relating to the submitted bid, the tendering entity, matters of compliance, verification of submitted information and documents, etc.</p> <p>The conclusions drawn from this risk analysis will be used by the <i>Employer</i> in determining the acceptability of the tender offer in terms of C.3.13).</p>
C.3.13	<p>Tender offers will only be accepted if:</p> <p>a) The tenderer attended the compulsory brief/clarification meeting and completed and electronically signed the attendance register and submits the properly completed and signed Schedule 10: Clarification Meeting Certificate;</p> <p>b) The tenderer and each legal entity in any joint venture or sub-Consultant arrangement are verified as tax compliant.</p> <p>i) The CSD master registration (supplier) number of the Tenderer and each legal entity in any joint venture or sub-Consultant arrangement must be provided in the tender documentation. The <i>Employer</i> will verify tax compliance status on the CSD.</p> <p>ii) The Tax Compliance Status (TCS) will be verified on the CSD. Ensure that your TCS is in dated on the CSD at time of closing.</p> <p>c) The tenderer has not:</p> <p>i) Abused the <i>Employer's</i> Supply Chain Management System;</p> <p>ii) Failed to perform or complete any previous contracts and has been given a written notice to this effect, within the last 12 months; and</p> <p>iii) Submitted more than one offer.</p> <p>d) The tenderer has signed the Tendering Entity Declaration.</p> <p>e) The tenderer is actively registered on the following databases at time of tender closing:</p> <p>i) CSD, and the registration has not expired by time of award and is maintained until the completion of the whole of the <i>service; and</i></p>
	<p>NOTE: Tenderers who are not duly registered on the afore-mentioned database at the time of closing will be deemed non-compliant.</p>

WESTERN CAPE GOVERNMENT HEALTH DIRECTORATE: SUPPLY CHAIN (INFRASTRUCTURE SOURCING) BID OPENED 11:00	
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	<p>f) The tenderer submits this complete tender document from page 1 to page 80 inclusive, with all returnable documents and schedules duly completed and priced as per the instructions pertaining to each schedule and section, and requirements stated in this Tender Data at the close of tender.</p> <p>g) The tenderer or any of its directors is not listed on the National Treasury's Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act 12 of 2004 as a person prohibited from doing business with the public sector and the National Treasury's database of Restricted Suppliers.</p> <p>h) The tenderer has completed the Compulsory Enterprise Questionnaire, Declaration of Interests (WCBD 4) and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the <i>Employer</i> or potentially compromise the tender process.</p> <p>i) If the tenderer can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;</p> <p>j) The tenderer has the legal capacity to enter into the contract;</p> <p>k) The tenderer is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing; and</p> <p>l) The tenderer complies with the legal requirements, if any, stated in the tender data.</p>
C.3.17	The number of paper copies of the signed contract to be provided by the <i>Employer</i> is one (1).

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T2.1 LIST OF RETURNABLE DOCUMENTS

IMPORTANT: The tenderer must complete all returnable **documents and schedules**. Please see instructions for completion of schedules under heading T2.2.

The tenderer must submit the entire tender document, duly completed and signed where appropriate, with additional documents as requested, attached behind the document or schedule that requires them. Where a form is provided in this document (i.e. a returnable schedule), it must be completed and returned in the original format without alteration to the original text

Failure to complete all returnable schedules will invalidate the tender.

1. RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION AND CONTRACTING PURPOSES		
Condition of Tender Schedules:		Check
1.1	Schedule 1: Tendering entity and authority of signatory	<input type="checkbox"/>
1.2	Schedule 2: Compulsory Enterprise Questionnaire	<input type="checkbox"/>
1.3	Schedule 3: WCDB4 Declaration of Interest, Bidder's past SCM Practices and Independent Bid Determination	<input type="checkbox"/>
1.4	Schedule 4: WCBD6.1(a) Preference Certificate (80:20)	n/a
1.5	Schedule 5: Experience of Tenderer	<input type="checkbox"/>
1.6	Schedule 6: Experience of Key Person	<input type="checkbox"/>
1.7	Schedule 7: <i>Consultant's</i> List of Support Resources	<input type="checkbox"/>
1.8	Schedule 8: Proposed Approach, Process & Methodology	<input type="checkbox"/>
1.9	Schedule 9: Record of Addenda to Tender Documents	<input type="checkbox"/>
1.10	Schedule 10: Clarification Meeting Certificate	<input type="checkbox"/>
1.11	Schedule 11: Certificate of Authority for joint ventures	<input type="checkbox"/>
Condition of Contract Schedules:		
1.12	Schedule 12: C1.1 Form of Offer and Acceptance - The <i>Consultant's</i> Offer	<input type="checkbox"/>
1.13	Schedule 13: C1.2 Part Two - Data Provided by the <i>Consultant</i>	<input type="checkbox"/>
1.14	Schedule 14: C2.2 Pricing Schedule complete with Pricing Summary	<input type="checkbox"/>
1.15	Schedule 15: Proposed amendments and qualifications	<input type="checkbox"/>
1.16	Schedule 16: <i>Consultant's</i> proposed work programme	<input type="checkbox"/>
1.17	Schedule 17: <i>Consultant's</i> proposed resource allocation	<input type="checkbox"/>
1.18	Schedule 18: <i>Consultant's</i> schedule of specialised subconsultants	<input type="checkbox"/>
1.19	Schedule 19: <i>Consultant's</i> list of trained and qualified staff	<input type="checkbox"/>
2. RETURNABLE DOCUMENTS TO BE SUBMITTED WITH THE TENDER DOCUMENT		
2.1	B-BBEE Status Level Verification Certificate (certificates/scorecards and EME/QSE affidavits) of main <i>Consultant</i> . Where a joint venture or sub-Consultants are involved, this documentation must be provided by each legal entity.	<input type="checkbox"/>
2.2	Certificate of registration as a supplier on the CSD including successful bank verification details.	<input type="checkbox"/>
2.3	A valid Letter of Good Standing from the Department of Labour (Compensation Commissioner) for COIDA.	<input type="checkbox"/>
2.5	Ten Million Rand (R10 million) Professional Indemnity Insurance from an Accredited Insurer or Broker	<input type="checkbox"/>
2.6	Joint Venture Agreement (if applicable).	<input type="checkbox"/>
2.7	Proof of Local Office located in the Western Cape	<input type="checkbox"/>

The Tenderer's attention is drawn to Part 2 of the Contract Data which requires the Tenderer to prepare forecasts of the total Charge and *expenses* for the whole of the *services*, enter time base fee and subconsultant time base fee in order to calculate the Prices.

WESTERN CAPE GOVERNMENT: HEALTH
 DIRECTORATE: SUPPLY CHAIN
 (INFRASTRUCTURE SOURCING)
 BID OPENED 11:00

2024-05-22

1)..... 2).....
 SIGNED SIGNED

NEC3 Standalone PSC3

Please initial: Tenderer & Witness..... Employer & Witness

WCGHIC009/2023: APPOINTMENT OF A PROFESSIONAL ELECTRICAL ENGINEERING CONSULTANT FOR THE THREE (3) YEARS WITH AN OPTION TO EXTEND THE CONTRACT FOR AN ADDITIONAL TWO YEARS (SUBJECT TO SUPPLIER PERFORMANCE)

**WESTERN CAPE GOVERNMENT
DEPARTMENT OF HEALTH & WELLNESS**

T2.2 RETURNABLE SCHEDULES

Important information for completing returnable schedules

1. The returnable documents and schedules list T2.1 shows all the returnable schedules which need to be completed and returned for tender evaluation and contracting purposes by the date and time stipulated by the *Employer's Agent*. This list includes both document-standard and project-specific schedules. List T2.1 should be used as a checklist by the tenderer to verify that all returnable schedules have been duly completed, to avoid the tender being rejected as non-responsive due to an incomplete submission.
2. Each returnable schedule is numbered, starting at Schedule 1 and following a consecutively incremented whole number sequence through the tender document to the final schedule number assigned, as per T2.1 List of returnable documents.
3. Although all returnable schedules are numbered and follow in numeric sequence, they are not all grouped together in a single location in this tender document. Returnable schedules are grouped into 2 different types or classes:
 - i. Conditions of Tender Schedules
 - ii. Conditions of Contract Schedules

The first group of schedules (Conditions of Tender Schedules) follow directly from here on forward in Part T2.2, with the remainder following in various sub-sections of Part C of this tender document. Schedules can be quickly located by their document page number given in the list of returnable schedules T2.1.

4. The tenderer must furnish all the information required for each returnable schedule with the indicated amount of detail to ensure compliancy of the tender with responsiveness criteria. Please note: If any returnable schedule or part thereof is not applicable to the tenderer, that schedule or part thereof must be clearly marked "Not Applicable" (N/A), and not simply left blank. Schedules left blank without any indication of response by the tenderer to the requested information in the schedule, will be taken as an omission of the requested information.
5. Some schedules may either require, or have as an option, additional pages of information to be appended by the tenderer when submitting the tender. In each case the exact number of additional pages must be indicated in the space provided on that schedule or indicated as NIL if no additional pages are appended. All appended pages must be clearly marked with the schedule number to which they belong.
6. **All returnable schedules require the signature of the tenderer's authorised signatory where indicated and the date. Unsigned schedules, unless they are clearly marked "Not Applicable" by the tenderer, will render your tender invalid.**

WESTERN CAPE GOVERNMENT: HEALTH	
DIRECTORATE: SUPPLY CHAIN (INFRASTRUCTURE SOURCING) BID OPENED 11:00	
2024-05-22	
1).....	2).....
SIGNED	SIGNED

WCGHIC009/2023: APPOINTMENT OF A PROFESSIONAL ELECTRICAL ENGINEERING CONSULTANT FOR THE THREE (3) YEARS WITH AN OPTION TO EXTEND THE CONTRACT FOR AN ADDITIONAL TWO YEARS (SUBJECT TO SUPPLIER PERFORMANCE)

**WESTERN CAPE GOVERNMENT
DEPARTMENT OF HEALTH & WELLNESS**

SCHEDULE 1: TENDERING ENTITY AND AUTHORITY OF SIGNATORY

The purpose of this Schedule is to obtain the necessary information about the tendering entity, and to establish authority of the signatory to sign the tender, and any and all other documents and/or correspondence in connection with and relating to the tender, as well as to sign any contract, and any and all documentation, resulting from the award of the tender to the tendering entity.

INSTRUCTIONS FOR COMPLETING SCHEDULE 1:

Tendering entities may be sole proprietors, partnerships, trusts, companies, close corporations or consortia / joint ventures. Schedule 1 must be completed as follows:

- If the tendering entity is a sole proprietor, trust, partnership, company or close corporation, complete both this page and Section 1 of this Schedule, and clearly mark Section 2 (both 2.1 and 2.2) as "Not Applicable".
- If the tendering entity is a consortium or joint venture, then complete both this page and Section 2 (both 2.1 and 2.2) of this Schedule, and clearly mark Section 1 as "Not Applicable".
- The contact details below must be the officially designated contact addresses which will be used by the *Employer* for any and all communication in regard to this tender, and if the tender is awarded, also during the execution of the contract.

THE TENDERING ENTITY IS: (*Circle the applicable option)

*A Sole Proprietor / Partnership / Trust / Company / Close Corporation / Consortium / Joint Venture.

NAME OF THE TENDERING ENTITY:

.....
(Legally correct full name of the tendering entity)

CONTACT DETAILS:

Physical Address:.....

.....
.....
..... (Postal Code)

Telephone number:

Mobile number:

Fax number:

Email address:

WESTERN CAPE GOVERNMENT: HEALTH DIRECTORATE: SUPPLY CHAIN (INFRASTRUCTURE SOURCING) BID OPENED 11:00	
2024-05-22	
1).....	2).....
SIGNED	SIGNED

Schedule 1 continues with Section 1 on the next page.

WCGHIC009/2023: APPOINTMENT OF A PROFESSIONAL ELECTRICAL ENGINEERING CONSULTANT FOR THE THREE (3) YEARS WITH AN OPTION TO EXTEND THE CONTRACT FOR AN ADDITIONAL TWO YEARS (SUBJECT TO SUPPLIER PERFORMANCE)

Section 1: Resolution of board of *Trustees/Directors/Members/Partners

Notes:

1. *Delete which is not applicable.
2. IMPORTANT: This resolution must be signed by ALL the trustees/directors/members/partners of the tendering entity.
3. Should the number of trustees/directors/members/partners exceed the space available below, additional names and signatures must be supplied on a separate page.

RESOLUTION by the *Proprietor/Board of *Trustees/Directors/Members/Partners of: **WCGHIC009/2023: APPOINTMENT OF A PROFESSIONAL ELECTRICAL ENGINEERING CONSULTANT FOR THE THREE (3) YEARS WITH AN OPTION TO EXTEND THE CONTRACT FOR AN ADDITIONAL TWO YEARS (SUBJECT TO SUPPLIER PERFORMANCE)**

.....
 (Legally correct full name and registration number, if applicable, of the tendering entity)

Taken at On
 (Place) (Date)

	Name of Proprietor/Trustee/Director/Member/Partner	Capacity	Signature
1			
2			
3			
4			
5			

(Append separate page if not enough space)

RESOLVED that:

1. The entity submits a tender to the Department of Health & Wellness in respect of Tender No: **WCGHIC009/2023: APPOINTMENT OF A PROFESSIONAL ELECTRICAL ENGINEERING CONSULTANT FOR THE THREE (3) YEARS WITH AN OPTION TO EXTEND THE CONTRACT FOR AN ADDITIONAL TWO YEARS (SUBJECT TO SUPPLIER PERFORMANCE)**
2. *Mr/Mrs/Ms:

in *his/her capacity as:
 (Position in the entity)

and who will sign as follows:

AUTHORISED SIGNATURE OF TENDERER

WESTERN CAPE GOVERNMENT: HEALTH DIRECTORATE: SUPPLY CHAIN (INFRASTRUCTURE SOURCING) BID OPENED 11:00 2024-05-22	
1).....	2).....
SIGNED	SIGNED

be, and is hereby, authorised to sign the tender, and any and all other documents and/or correspondence in connection with and relating to the tender, as well as to sign any contract, and any and all documentation, resulting from the award of the tender to the entity mentioned above.

Date:.....

Number of additional pages appended by the tenderer to this Schedule:.....(If nil, enter NIL).

NEC3 Standalone PSC3

Please initial: Tenderer & Witness..... Employer & Witness

WCGHIC009/2023: APPOINTMENT OF A PROFESSIONAL ELECTRICAL ENGINEERING CONSULTANT FOR THE THREE (3) YEARS WITH AN OPTION TO EXTEND THE CONTRACT FOR AN ADDITIONAL TWO YEARS (SUBJECT TO SUPPLIER PERFORMANCE)

Section 2.1: Resolution to enter into Consortium / Joint Venture

Notes:

1. *Delete which is not applicable
2. A separate copy of this Section 2.1 must be duly completed, signed and submitted for each consortium/joint venture partner.
3. IMPORTANT: This resolution must be signed by ALL the trustees/directors/members/partners of the entity entering into the consortium/joint venture.
4. Should the number of representatives exceed the space available below, additional names and signatures must be supplied on a separate page.

RESOLUTION by the *Proprietor/Board of *Trustees/Directors/Members/Partners of:

.....
 (Legally correct full name and registration number, if applicable, of the entity)

Taken at On
 (Place) (Date)

WESTERN CAPE GOVERNMENT: HEALTH DIRECTORATE: SUPPLY CHAIN (INFRASTRUCTURE SOURCING) BID OPENED 11:00	
2024-05-22	
1)..... SIGNED	2)..... SIGNED

	Name of Proprietor/Trustee/Director/Member/Partner	Capacity	Signature
1			
2			
3			
4			
5			
6			

(Append separate page if not enough space)

RESOLVED that:

- 5.1 The entity submits a tender, in consortium/joint venture with the following entities to the Department of Health & Wellness in respect of Tender No: **WCGHIC009/2023: APPOINTMENT OF A PROFESSIONAL ELECTRICAL ENGINEERING CONSULTANT FOR THE THREE (3) YEARS WITH AN OPTION TO EXTEND THE CONTRACT FOR AN ADDITIONAL TWO YEARS (SUBJECT TO SUPPLIER PERFORMANCE)**
- 5.2

	Full legally correct name of entity	Registration No (if applicable)
1		
2		
3		
4		
5		
6		

(Append separate page if not enough space)

WCGHIC009/2023: APPOINTMENT OF A PROFESSIONAL ELECTRICAL ENGINEERING CONSULTANT FOR THE THREE (3) YEARS WITH AN OPTION TO EXTEND THE CONTRACT FOR AN ADDITIONAL TWO YEARS (SUBJECT TO SUPPLIER PERFORMANCE)

5.3 *Mr/Mrs/Ms:

in *his/her capacity as:
(Position in the entity)

and who will sign as follows:

AUTHORISED SIGNATURE

be, and is hereby authorised to sign a consortium/joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the consortium/joint venture, in respect of the tender described in item 1 above.

5.4 The entity accepts joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the consortium/joint venture deriving from, and in any way connected with, the contract to be entered into with the Department in respect of the tender under item 1 above.

5.5 The entity chooses as its domicilium citandi et executandi for all purposes arising from this consortium/joint venture agreement and the contract with the Department in respect of the tender under item 1 above, the physical address and contact details as furnished on the first page of this Schedule.

Date:.....

Number of additional pages appended by the tenderer to this Schedule..... (If nil, enter NIL).

WESTERN CAPE GOVERNMENT: HEALTH DIRECTORATE: SUPPLY CHAIN (INFRASTRUCTURE SOURCING) BID OPENED 11:00	
2024-05-22	
1).....	2).....
SIGNED	SIGNED

WCGHIC009/2023: APPOINTMENT OF A PROFESSIONAL ELECTRICAL ENGINEERING CONSULTANT FOR THE THREE (3) YEARS WITH AN OPTION TO EXTEND THE CONTRACT FOR AN ADDITIONAL TWO YEARS (SUBJECT TO SUPPLIER PERFORMANCE)

Section 2.2: Resolution to tender as Consortium / Joint Venture

Notes:

1. IMPORTANT. This resolution must be signed by ALL the representatives of the tendering consortium/joint venture.
2. Should the number of representatives exceed the space available below, additional names and signatures must be supplied on a separate page.
3. Enter the entity details and representative details in the same and corresponding numerical sequence into the respective tables below.

RESOLUTION of a meeting of the duly authorised representatives of the following legal entities who have entered into a consortium/joint venture to jointly tender for Tender No: **WCGHIC009/2023: APPOINTMENT OF A PROFESSIONAL ELECTRICAL ENGINEERING CONSULTANT FOR THE THREE (3) YEARS WITH AN OPTION TO EXTEND THE CONTRACT FOR AN ADDITIONAL TWO YEARS (SUBJECT TO SUPPLIER PERFORMANCE)**

	Full legally correct name of entity	Registration No (if applicable)
1		
2		
3		
4		
5		
6		

(Append separate page if not enough space)

Held at On.....
 (Place) (Date)

	Name of authorised representative	Capacity	Signature
1			
2			
3			
4			
5			
6			

(Append separate page if not enough space)

RESOLVED that:

- A. The abovementioned entities submit a tender in consortium/joint venture to the Department in respect of the tender mentioned above.

NEC3 Standalone PSC3

Please initial: Tenderer & Witness.....

WESTERN CAPE GOVERNMENT: HEALTH
 DIRECTORATE: SUPPLY CHAIN
 (INFRASTRUCTURE SOURCING)
 BID OPENED 11:00

2024-05-22

..... *Employer & Witness*

1)..... 2).....

SIGNED SIGNED

WCGHIC009/2023: APPOINTMENT OF A PROFESSIONAL ELECTRICAL ENGINEERING CONSULTANT FOR THE THREE (3) YEARS WITH AN OPTION TO EXTEND THE CONTRACT FOR AN ADDITIONAL TWO YEARS (SUBJECT TO SUPPLIER PERFORMANCE)

B. *Mr/Mrs/Ms:

in *his/her capacity as:
 (Position in the tendering consortium/joint venture)

and who will sign as follows:

<p>AUTHORISED SIGNATURE OF TENDERER</p>
--

be, and is hereby, authorised to sign the tender, and any and all other documents and/or correspondence in connection with and relating to the tender, as well as to sign any contract, and any and all documentation, resulting from the award of the tender to the entities in the consortium/joint venture mentioned above.

C. The entities constituting the consortium/joint venture, notwithstanding its composition, shall conduct all business under the name and style of:

.....
 (Consortium/joint venture name)

- D. The entities to the consortium/joint venture accept joint and several liability with the parties above for the due fulfillment of the obligations of the consortium/joint venture deriving from, and in any way connected with, the contract to be entered into with the Department in respect of the tender mentioned above.
- E. Any of the entities to the consortium/joint venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days' written notice of such intention. Notwithstanding such decision to terminate, the entities shall remain jointly and severally liable to the Department for the due fulfillment of the obligations of the consortium/joint venture as mentioned under item D above.
- F. No entity to the consortium/joint venture shall, without the prior written consent of the other entities to the consortium/joint venture and of the Department, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the contract with the Department referred to herein.
- G. The entities choose as domicilium citandi et executandi of the consortium/joint venture for all purposes arising from the consortium/joint venture agreement and the contract with the Department in respect of the tender mentioned above, the physical address and contact details as furnished on the first page of this Schedule.

Date:.....

Number of additional pages appended by the tenderer to this Schedule (If nil, enter NIL).

<p>WESTERN CAPE GOVERNMENT: HEALTH DIRECTORATE: SUPPLY CHAIN (INFRASTRUCTURE SOURCING) BID OPENED 11:00</p>	
<p>2024-05-22</p>	
<p>1)..... SIGNED</p>	<p>2)..... SIGNED</p>

WCGHIC009/2023: APPOINTMENT OF A PROFESSIONAL ELECTRICAL ENGINEERING CONSULTANT FOR THE THREE (3) YEARS WITH AN OPTION TO EXTEND THE CONTRACT FOR AN ADDITIONAL TWO YEARS (SUBJECT TO SUPPLIER PERFORMANCE)

**WESTERN CAPE GOVERNMENT
DEPARTMENT OF HEALTH & WELLNESS**

SCHEDULE 2: COMPULSORY ENTERPRISE QUESTIONNAIRE

Section 1: Name of enterprise:			
Section 2: VAT registration number, if any:			
Section 3: cidb registration number, if any:			
Section 4: CSD number:			
Section 5: Particulars of sole proprietors and partners in partnerships:			
Name	Identity number	Personal Income Tax Number	
* Complete only if sole proprietor or partnership and append separate page if more than 3 partners			
Section 6: Particulars of companies or close corporations			
Company registration number:			
Close corporation number:			
Tax reference number:			
Section 7: WCBD 4 issued by National Treasury must be completed for each tender and be attached as a tender requirement.			
Section 8: WCBD 6 issued by National Treasury must be completed for each tender and be attached as a tender requirement.			
The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:			
i) authorizes the <i>employer</i> to verify the tenderers tax clearance status from the South African Revenue Services that it is in order;			
ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;			
iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;			
iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and			
iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.			
Signed		Date	
Name		Position	
Enterprise name			

WESTERN CAPE GOVERNMENT: HEALTH	
DIRECTORATE: SUPPLY CHAIN (INFRASTRUCTURE SOURCING)	
BID OPENED 11:00	
2024-05-22	
1).....	2).....
SIGNED	SIGNED

WCGHIC009/2023: APPOINTMENT OF A PROFESSIONAL ELECTRICAL ENGINEERING CONSULTANT FOR THE THREE (3) YEARS WITH AN OPTION TO EXTEND THE CONTRACT FOR AN ADDITIONAL TWO YEARS (SUBJECT TO SUPPLIER PERFORMANCE)

**WESTERN CAPE GOVERNMENT
DEPARTMENT OF HEALTH & WELLNESS**

SCHEDULE 3: WCBD 4: DECLARATION OF INTERESTS, BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES AND INDEPENDENT BID DETERMINATION

1. To give effect to the requirements of the Western Cape Provincial Treasury Instructions, 2019: Supply Chain Management (Goods and Services), Public Finance Management Act (PFMA) Supply Chain Management (SCM) Instruction No. 3 of 2021/2022 - SBD 4 Declaration of Interest, Section 4 (1)(b)(iii) of the Competition Act No. 89 of 1998 as amended together with its associated regulations, the Prevention and Combating of Corrupt Activities Act No 12 of 2004 and regulations pertaining to the tender defaulters register, Paragraph 16A9 of the National Treasury Regulations and/or any other applicable legislation.
2. 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.
3. All prospective bidders intending to do business with the Institution must be registered on the Central Supplier Database (CSD) and the Western Cape Supplier Evidence Bank (WCSEB) if they wish to do business with the Western Cape Government (WCG) via the electronic Procurement Solution (ePS).
4. The status of enterprises and persons listed on the National Treasury's Register for Tender Defaulters will be housed on the ePS. Institutions may not under any circumstances procure from enterprises and persons listed on the Database of Tender Defaulters.
5. The status of suppliers listed on the National Treasury's Database of Restricted Suppliers will be housed on the ePS; however, it remains incumbent on institutions to check the National Treasury Database of Restricted Suppliers before the conclusion of any procurement process. For suppliers listed as restricted, institutions must apply due diligence and risk assessment before deciding to proceed with procurement from any such supplier.

1. Definitions

"bid" means a bidder's response to an institution's invitation to participate in a procurement process which may include a bid, price quotation or proposal;

"Bid rigging (or collusive bidding)" occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and/or services through a bidding process. Bid rigging is, therefore, an agreement between competitors;

"business interest" means –

- a) a right or entitlement to share in profits, revenue or assets of an entity;
- b) a real or personal right in property;

WESTERN CAPE GOVERNMENT: HEALTH DIRECTORATE: SUPPLY CHAIN (INFRASTRUCTURE SOURCING) BID OPENED 11:00	
2024-05-22	
1).....	2).....
SIGNED	SIGNED

If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701

This form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details.

31 May 2022

WCGHIC009/2023: APPOINTMENT OF A PROFESSIONAL ELECTRICAL ENGINEERING CONSULTANT FOR THE THREE (3) YEARS WITH AN OPTION TO EXTEND THE CONTRACT FOR AN ADDITIONAL TWO YEARS (SUBJECT TO SUPPLIER PERFORMANCE)

WCBD 4

- c) a right to remuneration or any other private gain or benefit, or
- d) includes any interest contemplated in paragraphs (a), (b) or (c) acquired through an intermediary and any potential interest in terms of any of those paragraphs;

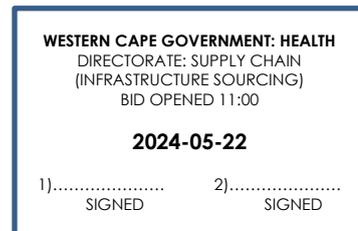
“Consortium or Joint Venture” means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;

“Controlling interest” means, 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;

“Corruption”- General offences of corruption are defined in the Combating of Corrupt Activities Act, 2004 (Act No 12 of 2004) as:

Any person who directly or indirectly –

- a) accepts or agrees or offers to accept an! gratification from any other person, whether for the benefit of himself or herself or for the benefit of another person; or
- b) gives or agrees or offers to give to any other person any gratification, whether for the benefit of that other person or for the benefit of another person., in order to act personally or by influencing another person so to act, in a manner—
 - i. that amounts to the-
 - (aa) illegal. dishonest. unauthorised. incomplete. or biased: or
 - (bb) misuse or selling of information or material acquired in the course of the exercise, carrying out or performance of any powers, duties or functions arising out of a constitutional, statutory, contractual or any other legal obligation:
 - ii. that amounts to-
 - (aa) the abuse of a position of authority;
 - (bb) a breach of trust; or
 - (cc) the violation of a legal duty or a set of rules;
 - iii. designed to achieve an unjustified result; or
 - iv. that amounts to any other unauthorised or improper inducement to do or 45 not to do anything. of the, is guilty of the offence of corruption.



If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701

This form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details.

WCGHIC009/2023: APPOINTMENT OF A PROFESSIONAL ELECTRICAL ENGINEERING CONSULTANT FOR THE THREE (3) YEARS WITH AN OPTION TO EXTEND THE CONTRACT FOR AN ADDITIONAL TWO YEARS (SUBJECT TO SUPPLIER PERFORMANCE)

“CSD” means the Central Supplier Database maintained by National Treasury;

“employee”, in relation to –

- a) a department, means a person contemplated in section 8 of the Public Service Act, 1994 but excludes a person appointed in terms of section 12A of that Act; and
- b) a public entity, means a person employed by the public entity;

“entity” means any –

- a) association of persons, whether or not incorporated or registered in terms of any law, including a company, corporation, trust, partnership, close corporation, joint venture or consortium; or
- b) sole proprietorship

“entity conducting business with the Institution” means an entity that contracts or applies or tenders for the sale, lease or supply of goods or services to the Province;

“Family member” means a person’s –

- a) spouse; or
- b) child, parent, brother, sister, whether such a relationship results from birth, marriage or adoption or some other legal arrangement (as the case may be);

“intermediary” means a person through whom an interest is acquired, and includes a representative or agent or any other person who has been granted authority to act on behalf of another person;

“Institution” means a provincial department or provincial public entity listed in Schedule 3C of the Act;

“Provincial Government Western Cape (PGWC)” means

- a) the Institution of the Western Cape, and
- b) a provincial public entity;

“RWOEE” means –

Remunerative Work Outside of the Employee’s Employment

“spouse” means a person’s –



If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701

This form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity’s responsibility to advise the Institution in writing of the change in such details.

31 May 2022

WCGHIC009/2023: APPOINTMENT OF A PROFESSIONAL ELECTRICAL ENGINEERING CONSULTANT FOR THE THREE (3) YEARS WITH AN OPTION TO EXTEND THE CONTRACT FOR AN ADDITIONAL TWO YEARS (SUBJECT TO SUPPLIER PERFORMANCE)



WCBD 4

- a) partner in marriage or civil union according to legislation;
 - b) partner in a customary union according to indigenous law; or
 - c) partner with whom he or she cohabits and who is publicly acknowledged by the person as his or her life partner or permanent companion.
6. Regulation 13(c) of the Public Service Regulations (PSR) 2016, effective 1 February 2017, prohibits any employee from conducting business with an organ of state, or holding a directorship in a public or private company doing business with an organ of state unless the employee is a director (in an official capacity) of a company listed in schedules 2 and 3 of the Public Finance Management Act.
- a) Therefore, by 31 January 2017 all employees who are conducting business with an organ of state should either have:
 - i. resigned as an employee of the government institution or;
 - ii. cease conducting business with an organ of state or;
 - iii. resign as a director/shareholder/owner/member of an entity that conducts business with an organ of state.
7. Any legal person, or their family members, may make an offer or offers in terms of this invitation to bid. In view of potential conflict of interest, in the event that the resulting bid, or part thereof, be awarded to family members of persons employed by an organ of state, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where the bidder is employed by the Institution.
8. The bid of any bidder may be disregarded if that bidder or any of its directors abused the institution's supply chain management system; committed fraud or any other improper conduct in relation to such system; disclosure is found not to be true and complete; or failed to perform on any previous contract.
9. Section 4(1)(b)(iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). Collusive bidding is a per se prohibition meaning that it cannot be justified under any grounds.
10. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorises accounting officers and accounting authorities to:
- a) disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b) cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
11. Communication between partners in a joint venture or consortium will not be construed as collusive bidding.

<p>If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701</p>

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31 May 2022

WCGHIC009/2023: APPOINTMENT OF A PROFESSIONAL ELECTRICAL ENGINEERING CONSULTANT FOR THE THREE (3) YEARS WITH AN OPTION TO EXTEND THE CONTRACT FOR AN ADDITIONAL TWO YEARS (SUBJECT TO SUPPLIER PERFORMANCE)

WCBD 4

12. 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.

SECTION A DETAILS OF THE ENTITY	
CSD Registration Number	MAAA
Name of the Entity	
Entity registration Number (where applicable)	
Entity Type	
Tax Reference Number	
Full details of directors, shareholder, member, partner, trustee, sole proprietor or any persons having a controlling interest with a right or entitlement to share in profits, revenue or assets of the entity should be disclosed in the Table A below.	

TABLE A

FULL NAME	DESIGNATION <i>(Where a director is a shareholder, both should be confirmed)</i>	IDENTITY NUMBER	PERSONAL TAX REFERENCE NO.	PERCENTAGE INTEREST IN THE ENTITY

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31 May 2022

WESTERN CAPE GOVERNMENT: HEALTH DIRECTORATE: SUPPLY CHAIN (INFRASTRUCTURE SOURCING) BID OPENED 11:00 2024-05-22 1)..... 2)..... SIGNED SIGNED

WCGHIC009/2023: APPOINTMENT OF A PROFESSIONAL ELECTRICAL ENGINEERING CONSULTANT FOR THE THREE (3) YEARS WITH AN OPTION TO EXTEND THE CONTRACT FOR AN ADDITIONAL TWO YEARS (SUBJECT TO SUPPLIER PERFORMANCE)

WCBD 4

SECTION B: DECLARATION OF THE BIDDER'S INTEREST			
<p><i>The supply chain management system of an institution must, irrespective of the procurement process followed, prohibit any award to an employee of the state, who either individually or as a director of a public or private company or a member of a close corporation, seek to conduct business with the WCG, unless such employee is in an official capacity a director of a company listed in Schedule 2 or 3 of the PFMA as prescribed by the Public Service Regulation 13(c).</i></p> <p><i>Furthermore, an employee employed by an organ of state conducting remunerative work outside of the employee's employment should first obtain the necessary approval by the delegated authority (RWOEE), failure to submit proof of such authority, where applicable, may result in disciplinary action.</i></p>			
B1.	Are any persons listed in Table A identified on the CSD as employees of an organ of state? (If yes, refer to Public Service Circular EIM 1/2016 to exercise the listed actions)	NO	YES
B2.	Are any employees of the entity also employees of an organ of state? (If yes complete Table B and attach their approved "RWOEE")	NO	YES
B3.	Are any family members of the persons listed in Table A employees of an organ of state? (If yes complete Table B)	NO	YES

TABLE B

Details of persons (family members) connected to or employees of an organ of state should be disclosed in Table B below.

FULL NAME OF EMPLOYEE	IDENTITY NUMBER	DEPARTMENT/ ENTITY OF EMPLOYMENT	DESIGNATION/ RELATIONSHIP TO BIDDER**	INSTITUTION EMPLOYEE NO./ PERSAL NO. (Indicate if not known)

If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline on 0800 701 701

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31 May 2022

WESTERN CAPE GOVERNMENT: HEALTH
 DIRECTORATE: SUPPLY CHAIN
 (INFRASTRUCTURE SOURCING)
 BID OPENED 11:00

2024-05-22

1)..... 2).....
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WCGHIC009/2023: APPOINTMENT OF A PROFESSIONAL ELECTRICAL ENGINEERING CONSULTANT FOR THE THREE (3) YEARS WITH AN OPTION TO EXTEND THE CONTRACT FOR AN ADDITIONAL TWO YEARS (SUBJECT TO SUPPLIER PERFORMANCE)

WCBD 4

SECTION C: PERFORMANCE MANAGEMENT AND BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES To enable the prospective bidder to provide evidence of past and current performance.			
C1.	Did the entity conduct business with an organ of state in the last twelve months? (If yes complete Table C)	NO	YES

C2. TABLE C

Complete the below table to the maximum of the last 5 contracts.

NAME OF CONSULTANT	PROVINCIAL DEPARTMENT OR PROVINCIAL ENTITY	TYPE OF SERVICES OR COMMODITY	CONTRACT/ ORDER NUMBER	PERIOD OF CONTRACT	VALUE OF CONTRACT
C3.	Is the entity or its principals listed on the National Database as companies or persons prohibited from doing business with the public sector?			NO	YES
C4.	Is the entity or its principals listed on the National Treasury Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004)?			NO	YES
<i>(To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 326 5445.)</i>					
C5.	If yes to C3 or C4, were you informed in writing about the listing on the database of restricted suppliers or Register for Tender Defaulters by National Treasury?		NO	YES	N/A
C6.	Was the entity or persons listed in Table A convicted for fraud or corruption during the past five years in a court of law (including a court outside the Republic of South Africa)?			NO	YES
C7.	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?			NO	YES

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31 May 2022

NEC3 Standalone PSC3

Please initial: Tenderer & Witness..... Employer & Witness

<p>WESTERN CAPE GOVERNMENT: HEALTH DIRECTORATE: SUPPLY CHAIN (INFRASTRUCTURE SOURCING) BID OPENED 11:00 2024-05-22</p>	
<p>1)..... SIGNED</p>	<p>2)..... SIGNED</p>

WCGHIC009/2023: APPOINTMENT OF A PROFESSIONAL ELECTRICAL ENGINEERING CONSULTANT FOR THE THREE (3) YEARS WITH AN OPTION TO EXTEND THE CONTRACT FOR AN ADDITIONAL TWO YEARS (SUBJECT TO SUPPLIER PERFORMANCE)

WCBD 4

SECTION D: DULY AUTHORISED REPRESENTATIVE TO DEPOSE TO AFFIDAVIT

This form must be signed by a duly authorised representative of the entity in the presence of a commissioner of oaths

I, hereby swear/affirm;

- i. that the information disclosed above is true and accurate;
- ii. that I have read understand the content of the document;
- iii. that I have arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.
- iv. that the entity undertakes to independently arrive at any offer at any time to the Institution without any consultation, communication, agreement or arrangement with any competitor. In addition, that there will be no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specification, 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;
- v. that the entity or its representative are aware of and undertakes not to disclose the terms of any bid, formal or informal, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract; and
- vi. that there have been no consultations, communications, agreements or arrangements made 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 that my entity was not involved in the drafting of the specifications or terms of reference for this bid.

DULY AUTHORISED REPRESENTATIVE'S SIGNATURE

I certify that before administering the oath/affirmation I asked the deponent the following questions and wrote down his/her answers in his/her presence:

- 1.1 Do you know and understand the contents of the declaration? ANSWER:
- 1.2 Do you have any objection to taking the prescribed oath? ANSWER:
- 1.3 Do you consider the prescribed oath to be binding on your conscience? ANSWER:.....
- 1.4 Do you want to make an affirmation? ANSWER:
- 2. I certify that the deponent has acknowledged that he/she knows and understands the contents of this declaration, which was sworn to/affirmed and the deponent's signature/thumbprint/mark was place thereon in my presence.

.....
SIGNATURE FULL NAMES Commissioner of Oaths

Designation (rank)ex officio: Republic of South Africa

Date:..... Place

Business Address:

If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline on 0800 701 701

This form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details.

NEC3 Standalone PSC3

Please initial: Tenderer & Witness.....

WESTERN CAPE GOVERNMENT: HEALTH
 DIRECTORATE: SUPPLY CHAIN
 (INFRASTRUCTURE SOURCING)
 BID OPENED 11:00
 Employer & Witness

2024-05-22

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31 May 2022

WCGHIC009/2023: APPOINTMENT OF A PROFESSIONAL ELECTRICAL ENGINEERING CONSULTANT FOR THE THREE (3) YEARS WITH AN OPTION TO EXTEND THE CONTRACT FOR AN ADDITIONAL TWO YEARS (SUBJECT TO SUPPLIER PERFORMANCE)

SCHEDULE 4: WCBD 6.1(a): PREFERENCE CERTIFICATE (80:20)

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 AND IN TERMS OF THE WESTERN CAPE GOVERNMENTS INTERIM STRATEGY AS IT RELATES TO PREFERENCE POINTS

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS (TENDERERS) MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER, PREFERENTIAL PROCUREMENT REGULATIONS, 2022 AND THE BROAD BASED BLACK ECONOMIC EMPOWERMENT ACT AND THE CODES OF GOOD PRACTICE

WESTERN CAPE GOVERNMENT: HEALTH DIRECTORATE: SUPPLY CHAIN (INFRASTRUCTURE SOURCING) BID OPENED 11:00 2024-05-22 1)..... SIGNED 2)..... SIGNED
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1. DEFINITIONS

- 1.1 **"acceptable tender"** means any tender which, in all respects, complies with the specifications and conditions of tender as set out in the tender document.
- 1.2 **"affidavit"** is a type of verified statement or showing, or in other words, it contains a verification, meaning it is under oath or penalty of perjury, and this serves as evidence to its veracity and is required for court proceedings.
- 1.3 **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 1.4 **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 1.5 **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 1.6 **"bid"** means a written offer on the official bid documents or invitation of price quotations and "tender" is the act of bidding /tendering;
- 1.7 **"Code of Good Practice"** means the generic codes or the sector codes as the case may be;
- 1.8 **"consortium or joint venture"** 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;
- 1.9 **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;
- 1.10 **"EME"** is an Exempted Micro Enterprise with an annual total revenue of R10 million or less.
- 1.11 **"Firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 1.12 **"Large Enterprise"** is any enterprise with an annual total revenue above R50

WCGHIC009/2023: APPOINTMENT OF A PROFESSIONAL ELECTRICAL ENGINEERING CONSULTANT FOR THE THREE (3) YEARS WITH AN OPTION TO EXTEND THE CONTRACT FOR AN ADDITIONAL TWO YEARS (SUBJECT TO SUPPLIER PERFORMANCE)

million;

- 1.13 **"non-firm prices"** means all prices other than "firm" prices;
- 1.14 **"person"** includes a juristic person;
- 1.15 **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- 1.16 **"proof of B-BBEE status level contributor"** means-
 - (a) The B-BBEE status level certificate issued by an authorized body or person;
 - (b) A sworn affidavit as prescribed in terms of the B-BBEE Codes of Good Practice;
 - or
 - (c) Any other requirement prescribed in terms of the Broad- Based Black Economic Empowerment Act.
- 1.17 **QSE** is a Qualifying Small Enterprise with an annual total revenue between R10 million and R50 million;
- 1.18 **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- 1.19 **"sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract.
- 1.20 **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- 1.21 **"tender 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;
- 1.22 **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000);
- 1.23 **"the Regulations"** means the Preferential Procurement Regulations, 2022;
- 1.24 **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 11 October 2013;
- 1.25 **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 1.26 **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

WESTERN CAPE GOVERNMENT: HEALTH DIRECTORATE: SUPPLY CHAIN (INFRASTRUCTURE SOURCING) BID OPENED 11:00	
2024-05-22	
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WCGHIC009/2023: APPOINTMENT OF A PROFESSIONAL ELECTRICAL ENGINEERING CONSULTANT FOR THE THREE (3) YEARS WITH AN OPTION TO EXTEND THE CONTRACT FOR AN ADDITIONAL TWO YEARS (SUBJECT TO SUPPLIER PERFORMANCE)

2. GENERAL CONDITIONS

- 2.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

- 2.2 Preference point system for this bid:
- (a) The value of this bid is estimated to exceed R50 000 000 (all applicable taxes included) and therefore the preference point system shall be applicable; or
- (b) The 90/10 preference point system will be applicable to this tender (delete whichever is not applicable for this tender).

- 2.3 Preference points for this bid (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

WESTERN CAPE GOVERNMENT: HEALTH DIRECTORATE: SUPPLY CHAIN (INFRASTRUCTURE SOURCING) BID OPENED 11:00	
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- 2.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

Failure on the part of a bidder to fill in, sign this form and submit in the circumstances prescribed in the Codes of Good Practice either a B-BBEE Verification Certificate issued by a Verification Agency accredited by the South African Accreditation System (SANAS) or an affidavit confirming annual total revenue and level of black ownership together with the bid or an affidavit issued by Companies Intellectual Property Commission, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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.

WCGHIC009/2023: APPOINTMENT OF A PROFESSIONAL ELECTRICAL ENGINEERING CONSULTANT FOR THE THREE (3) YEARS WITH AN OPTION TO EXTEND THE CONTRACT FOR AN ADDITIONAL TWO YEARS (SUBJECT TO SUPPLIER PERFORMANCE)

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 Subject to Section 2 (1) (f) of the Preferential Procurement Policy Framework Act, 2000, **the bidder obtaining the highest number of total points** will be awarded the contract.
- 3.2 A tenderer must submit proof of its B-BBEE status level of contributor in order to claim points for B-BBEE.
- 3.3 A tenderer failing to submit proof of B-BBEE status level of contributor or is a non-compliant contributor to B-BBEE will not be disqualified but will only score:
 - (a) points out of 90 for price; and
 - (b) 0 points out of 10 for B-BBEE
- 3.4 Points scored must be rounded off to the nearest 2 decimal places.
- 3.5 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.6 As per section 2 (1) (f) of the Preferential Procurement Policy Framework Act, 2000, the contract may be awarded to a bidder other than the one scoring the highest number of total points based on objective criteria in addition to those contemplated in paragraph (d) and (e) of the Act that justifies the award to another tenderer provided that it has been stipulated upfront in the tendering conditions.
- 3.7 Should two or more bids be equal in all respects; the award shall be decided by the drawing of lots.

4. FORMULA FOR PROCUREMENT OF GOODS AND SERVICES

4.1 POINTS AWARDED FOR PRICE

4.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEM

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) & \mathbf{or} & P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)
 \end{array}$$

Where

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

WESTERN CAPE GOVERNMENT: HEALTH
 DIRECTORATE: SUPPLY CHAIN
 (INFRASTRUCTURE SOURCING)
 BID OPENED 11:00

2024-05-22

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WCGHIC009/2023: APPOINTMENT OF A PROFESSIONAL ELECTRICAL ENGINEERING CONSULTANT FOR THE THREE (3) YEARS WITH AN OPTION TO EXTEND THE CONTRACT FOR AN ADDITIONAL TWO YEARS (SUBJECT TO SUPPLIER PERFORMANCE)

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

5.1 POINTS AWARDED FOR PRICE

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

80/20 or 90/10

$$P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \quad \text{or} \quad P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{max} = Price of highest acceptable tender

<p>WESTERN CAPE GOVERNMENT: HEALTH DIRECTORATE: SUPPLY CHAIN (INFRASTRUCTURE SOURCING) BID OPENED 11:00</p> <p>2024-05-22</p> <p>1)..... 2)..... SIGNED SIGNED</p>
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6. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

6.1 In terms of WCG interim strategy, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

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- 6.2 An **EME** must submit a valid, originally certified affidavit confirming annual turnover and level of black ownership or an affidavit issued by Companies Intellectual Property Commission
- 6.3 A **QSE that is less than 51 per cent (50% or less) black owned** must be verified in terms of the QSE scorecard issued via Government Gazette and submit a valid, original or a legible certified copy of a B-BBEE Verification Certificate issued by SANAS.
- 6.4 A **QSE that is at least 51 per cent black owned (51% or higher)** must submit a valid, originally certified affidavit confirming turnover and level of black ownership as well as declare its empowering status or an affidavit issued by Companies Intellectual Property Commission.
- 6.5 A **large enterprise** must submit a valid, original or originally certified copy of a B- BBEE Verification Certificate issued by a verification agency accredited by SANAS.
- 6.6 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 6.7 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE status level verification certificate for every separate tender.
- 6.8 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

7. BID DECLARATION

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

8. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPH 6

8.1 B-BBEE Status Level of Contribution..... = **(maximum of 10 points)**

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 6.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or an affidavit confirming annual total revenue and level of black ownership in terms of the relevant sector code applicable to the tender.

9. SUB-CONTRACTING

9.1 Will any portion of the contract be sub-contracted? **YES/NO** (delete which is not applicable)

9.1.1 If yes, indicate:

- (i) what percentage of the contract will be subcontracted? %
- (ii) the name of the sub-contractor?
- (iii) the B-BBEE status level of the sub-contractor?
- (iv) whether the sub-contractor is an EME or QSE? **YES/NO** (delete which is not applicable)

9.1.2 Sub-contracting relates to a **particular** contract and if sub-contracting is applicable, the bidder to state in their response to a particular RFQ that a portion of that contract will be sub-contracted.

Please initial: Tenderer & Witness..... **Employer & Witness**

WESTERN CAPE GOVERNMENT: HEALTH
 DIRECTORATE: SUPPLY CHAIN
 (INFRASTRUCTURE SOURCING)
 BID OPENED 11:00

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WCGHIC009/2023: APPOINTMENT OF A PROFESSIONAL ELECTRICAL ENGINEERING CONSULTANT FOR THE THREE (3) YEARS WITH AN OPTION TO EXTEND THE CONTRACT FOR AN ADDITIONAL TWO YEARS (SUBJECT TO SUPPLIER PERFORMANCE)

10. DECLARATION WITH REGARD TO COMPANY/FIRM

10.1 Name of company / entity:

10.2 AT registration number:

10.3 Company Registration number.....

10.4 TYPE OF COMPANY/ FIRM

- Partnership/ Joint Venture/ Consortium
- One-person business/ sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company

- State
- Owned
- Company

[SELECT APPLICABLE ONE]



10.5 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated in paragraph (7) above, qualifies the company/ firm for the preference(s) shown and I/we acknowledge that:

- (a) The Western Cape Government reserves the right to audit the B-BBEE status claim submitted by the bidder.
- (b) As set out in Section 130 of the B-BBEE Act as amended, any misrepresentation constitutes a criminal offence. A person commits an offence if that person knowingly:
 - (i) misrepresents or attempts to misrepresent the B-BBEE status of an enterprise;
 - (ii) provides false information or misrepresents information to a B-BBEE Verification Professional in order to secure a particular B-BBEE status or any benefit associated with compliance to the B-BBEE Act;
 - (iii) provides false information or misrepresents information relevant to assessing the B-BBEE status of an enterprise to any organ of state or public entity; or
 - (i) engages in a fronting practice.
- (c) If a B-BBEE verification professional or any procurement officer or other official of an organ of state or public entity becomes aware of the commission of, or any attempt to commit any offence referred to in paragraph 10.5 (a) above will be reported to an appropriate law enforcement agency for investigation.
- (d) Any person convicted of an offence by a court is liable in the case of contravention of 10.5 (b) to a fine or to imprisonment for a period not exceeding 10 years or to both a fine and such imprisonment or, if the convicted person is not a natural person to a fine not exceeding 10 per cent of its annual turnover.

WCGHIC009/2023: APPOINTMENT OF A PROFESSIONAL ELECTRICAL ENGINEERING CONSULTANT FOR THE THREE (3) YEARS WITH AN OPTION TO EXTEND THE CONTRACT FOR AN ADDITIONAL TWO YEARS (SUBJECT TO SUPPLIER PERFORMANCE)

- (e) The purchaser may, if it becomes aware that a bidder may have obtained its B-BBEE status level of contribution on a fraudulent basis, investigate the matter. Should the investigation warrant a restriction be imposed, this will be referred to the National Treasury for investigation, processing and imposing the restriction on the National Treasury’s List of Restricted Suppliers. The bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, may 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.
- (f) The purchaser 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; and
 - (iv) forward the matter for criminal prosecution.
- (g) The information furnished is true and correct.
- (h) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 2 of this form.

SIGNATURE(S) OF THE BIDDER(S):

DATE:.....

ADDRESS:.....

.....

WITNESSES:

1.

2.

AUTHORISED SIGNATURE OF TENDERER

WESTERN CAPE GOVERNMENT: HEALTH DIRECTORATE: SUPPLY CHAIN (INFRASTRUCTURE SOURCING) BID OPENED 11:00	
2024-05-22	
1).....	2).....
SIGNED	SIGNED

WCGHIC009/2023: APPOINTMENT OF A PROFESSIONAL ELECTRICAL ENGINEERING CONSULTANT FOR THE THREE (3) YEARS WITH AN OPTION TO EXTEND THE CONTRACT FOR AN ADDITIONAL TWO YEARS (SUBJECT TO SUPPLIER PERFORMANCE)

SCHEDULE 5: Experience of the tenderer

The experience of the tenderer as a company to submit previously completed or current projects that are equal or similar in nature to the requirements of the TBH Redevelopment Project.

Tenderers should very briefly describe his or her experience in this regard, emphasising the nature of the *service* and complexity and attach this to this schedule, ie.:

- a) Projects of similar scope, scale, nature and outcomes;
- b) Specialists studies of similar scope and outcome; and
- c) Projects of a different nature or outcome, but of particular relevance to this site/project.

The description should be put in tabular form with the following headings:

Employer, contact person and telephone number, where available	Description of contracts	Contract value of the <i>service</i> inclusive of VAT (Rand)	Date	
			Start	Completion (Actual or expected)

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed		Date	
Name		Position	
Tenderer			

WESTERN CAPE GOVERNMENT: HEALTH
 DIRECTORATE: SUPPLY CHAIN
 (INFRASTRUCTURE SOURCING)
 BID OPENED 11:00

2024-05-22

1)..... 2).....
 SIGNED SIGNED

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**WESTERN CAPE GOVERNMENT
DEPARTMENT OF HEALTH & WELLNESS**

SCHEDULE 6: Experience of Key Person

1. The tenderer is requested to highlight the specific skills and expertise as well as the relevant experience of the key person. The tenderer should list the key person’s relevant experience and highlight the similarities and relevance of the projects they have been involved in. Only information that is of relevance to this project:
 - a) General experience (total duration of work activity), level of education and training and positions held.
 - b) The education, training, skills and experience and knowledge of issues which are pertinent to the scope of work.
2. A CV of the key personnel of **not** more than 3 pages needs to be attached to this schedule. The CV should be structured under the following headings:

Personal particulars

- a) Name
- b) date of birth
- c) place(s) of tertiary education and dates associated therewith
- d) professional awards
- e) Qualifications (degrees, diplomas, grades of membership of professional societies, professional registrations and certificates or a letter of good standing from the relevant Built Environment Council certifying that the person is duly registered) (**Attach copies of each**).
- f) Name of current employer and position in enterprise.
- g) Overview of work experience (years, including role previous projects relating to this requirement and the role he/she played in the projects, organizations and positions).
 - ie. Projects of similar scope, scale, nature and outcomes;
Specialists studies of similar scope and outcome; and
Projects of a different nature or outcome, but of particular relevance to this site/project).
- h) Outline of recent assignments / experience that has a bearing on the scope of work.

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed		Date	
Name		Position	
Tenderer			

WESTERN CAPE GOVERNMENT: HEALTH
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NEC3 Standalone ECSC3 – 16B

Please initial: Tenderer & Witness..... Employer & Witness.....

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**WESTERN CAPE GOVERNMENT
DEPARTMENT OF HEALTH & WELLNESS**

SCHEDULE 7: CONSULTANT'S LIST OF SUPPORT RESOURCES (ie. STAFF)

The Tenderer must furnish the details of the support resources employed by him/her for the execution of this contract in the table below. Copies of their CVs, qualifications and relevant training must be attached to the completed tender document: (ie. Human Resources, Administrative staff etc.)

Name and surname of Employee	Highest qualification	Number of years employed by <i>Consultant</i>

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed		Date	
Name		Position	
Tenderer			

NEC3 Standalone ECSC3 – 16B

Please initial: Tenderer & Witness..... Employer & Witness.....

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 DIRECTORATE: SUPPLY CHAIN
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 SIGNED SIGNED

WCGHIC009/2023: APPOINTMENT OF A PROFESSIONAL ELECTRICAL ENGINEERING CONSULTANT FOR THE THREE (3) YEARS WITH AN OPTION TO EXTEND THE CONTRACT FOR AN ADDITIONAL TWO YEARS (SUBJECT TO SUPPLIER PERFORMANCE)

**WESTERN CAPE GOVERNMENT
DEPARTMENT OF HEALTH & WELLNESS**

SCHEDULE 8: Proposed Approach, Process and Methodology

1. The approach paper must respond to the scope of work, the nature of the contract, the main process that has been selected for the contract.
2. The approach paper must outline the proposed approach / methodology to the project including that relating to the controlling of programming and management of subconsultants and other *Consultants* in relation to the works that may be provided over the term of the contract.
3. The approach paper must outline the processes that will be followed and how the required outcomes will be reached.
4. **The following should be included in:**
 - 4.1 The Approach paper needs to outline the following:**
 - a) Overall planning and design approach and principles;
 - b) Approach to options development and assessment;
 - c) Approach to and strategy for public participation; and
 - d) Approach to sustainability.
 - 4.2 Process proposal needs to outline the following and should be supported by relevant process flow diagrams:**
 - a) The Overall process;
 - b) The process related to the various work streams or specialist (where applicable);
 - c) The integration of the various processes to achieve the desired outcomes within the stated timeframes; and
 - d) The potential issues and areas of risk or concern with regards to any of the proposed processes.

NB:
The process proposal should clearly indicate the following:

 - a) Outline the phasing and integration of work components; and
 - b) Highlight where and when specialist input will be required.
 - 4.3 The Methodology proposal should:**
 - a) Indicate how the required objectives and outcomes of the work streams and/or specialists studies will be reached and how these will be integrated to complete the overall assignment and achieve the overall project objectives.
 - b) The Provincial Regeneration Programme's Project Leader needs to remain actively involved in all aspects of the project, including the planning phase. The Tenderer should indicate how this can be facilitated.

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed		Date	
Name		Position	
Tenderer			

WESTERN CAPE GOVERNMENT: HEALTH
 DIRECTORATE: SUPPLY CHAIN
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**WESTERN CAPE GOVERNMENT
DEPARTMENT OF HEALTH & WELLNESS**

SCHEDULE 9: RECORD OF ADDENDA TO TENDER DOCUMENTS

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
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed		Date	
Name		Position	
Tenderer			

<p>WESTERN CAPE GOVERNMENT: HEALTH DIRECTORATE: SUPPLY CHAIN (INFRASTRUCTURE SOURCING) BID OPENED 11:00</p> <p>2024-05-22</p> <p>1)..... 2)..... SIGNED SIGNED</p>
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WCGHIC009/2023: APPOINTMENT OF A PROFESSIONAL ELECTRICAL ENGINEERING CONSULTANT FOR THE THREE (3) YEARS WITH AN OPTION TO EXTEND THE CONTRACT FOR AN ADDITIONAL TWO YEARS (SUBJECT TO SUPPLIER PERFORMANCE)

**WESTERN CAPE GOVERNMENT
DEPARTMENT OF HEALTH & WELLNESS**

SCHEDULE 10: CLARIFICATION MEETING CERTIFICATE

Note: This site/clarification meeting certificate must be taken along to the meeting, completed and signed by a duly authorised and knowledgeable representative of the tenderer, able to comprehend and interpret site conditions and information conveyed, thereby enabling the tenderer to put forward an informed tender, with full understanding of the factors likely to influence the work and cost thereof. This certificate **MUST** be countersigned by a representative of the *Employer* at the time of the meeting, failure of which will render the tender non-compliant and invalid. The attendance register at the briefing/clarification meeting must also be signed by the tenderer's representative.

This is to certify that I,
(Name)

representing:
(Tenderer)

attended the site clarification meeting on:
(Date)

held via:
(Venue)

I am sufficiently knowledgeable and experienced to be able to understand all aspects of the tender and work to be undertaken as described in this tender document. I have made myself familiar, as far as is practically possible, with all local conditions, risks, contingencies and other circumstances likely to influence the execution of the work and the cost thereof. I further certify that I am satisfied with the description of the work and explanations given at the clarification meeting and that I understand fully the work to be done, as specified and implied, in the execution of this contract.

.....
SIGNED ON BEHALF OF TENDERER

.....
SIGNED ON BEHALF OF EMPLOYER

Name of *Employer's* Representative: Mr Chris Maud

Date:

WESTERN CAPE GOVERNMENT: HEALTH
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(INFRASTRUCTURE SOURCING)
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**WESTERN CAPE GOVERNMENT
DEPARTMENT OF HEALTH & WELLNESS**

SCHEDULE 11: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This Returnable Schedule is to be completed by tenderers who are offering to contract as a joint venture entity.

We, the undersigned, are making this submission in joint venture and hereby authorise Mr/Ms
, authorised signatory of the company
, acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		_____ Signature Name: Designation:
		_____ Signature Name: Designation:
		_____ Signature Name: Designation:

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**WESTERN CAPE GOVERNMENT
DEPARTMENT OF HEALTH & WELLNESS**

NEC3 PROFESSIONAL SERVICE CONTRACT: PSC3 – OPTION E (APRIL 2013)
**Infrastructure Delivery and Procurement Management A contract between
the Department of Health & Wellness**

Name of Consultant:

PROFESSIONAL SERVICES IN RESPECT OF ELECTRICAL ENGINEERING CONSULTANTS WITH SPECIALISED SKILLS IN PROJECT MANAGEMENT SERVICES

The Contract	
Part C1: Agreement and Contract Data C1.1 Form of Offer and Acceptance Schedule 12: The <i>Consultant's</i> Offer The <i>Employer's</i> Acceptance C1.2 Contract Data: Part One: Data Provided by the <i>Employer</i> Schedule 13: Part Two: Data Provided by the <i>Consultant</i>	Page 44 Page 44 Page 44 Page 45 Page 47 Page 52
Part C2: Pricing Data C2.1 Pricing Assumptions & Instructions C2.2 Pricing Schedule Schedule 14: Pricing Schedule complete with Pricing Summary	Page 53 Page 53 Page 57 Page 57
Part C3: Scope of Work Works Information Preamble to Works Information 1. Description of the <i>services</i> 2. Drawings, schematics and annexures 3. Specifications, standards & workmanship 4. Constraints on Providing the Works 5. <i>Services</i> provided by the <i>Employer</i> 6. Works schedules & forms 7. Schedule 15: Proposed amendments and qualifications 8. Schedule 16: <i>Consultant's</i> proposed work programme 9. Schedule 17: <i>Consultant's</i> proposed resource allocation 10. Schedule 18: <i>Consultant's</i> schedule of specialised sub-consultants 11. Schedule 19: <i>Consultant's</i> list of trained and qualified staff	Page 60 Page 61 Page 67 Page 68 Page 70 Page 72 Page 73 Page 74 Page 75 Page 76 Page 78 Page 79
Part C4: Site Information	Page 80

WESTERN CAPE GOVERNMENT: HEALTH
DIRECTORATE: SUPPLY CHAIN
(INFRASTRUCTURE SOURCING)
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2024-05-22

1)..... 2).....
SIGNED SIGNED

- NOTE: The complete contract documentation comprises of the following:**
- This document, from and including this page (page 43) forward, up to and including the last page (page 80), in this document page count;
 - All items included by reference or otherwise in this document;
 - All additional pages appended by the tenderer to returnable schedules which are accepted by the *Employer*;
 - All addenda issued by the *Employer* to tenderers prior to tender closing; and
 - All deviations included in the Schedule of Deviations on page 46 of this document, if any are permitted.

WCGHIC009/2023: APPOINTMENT OF A PROFESSIONAL ELECTRICAL ENGINEERING CONSULTANT FOR THE THREE (3) YEARS WITH AN OPTION TO EXTEND THE CONTRACT FOR AN ADDITIONAL TWO YEARS (SUBJECT TO SUPPLIER PERFORMANCE)

**WESTERN CAPE GOVERNMENT
DEPARTMENT OF HEALTH & WELLNESS**

PART C1: AGREEMENT AND CONTRACT DATA

C1.1 FORM OF OFFER AND ACCEPTANCE

SCHEDULE 12: The Consultant's Offer

Offer

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

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 *Consultant* under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:

.....

 Rand (in words);
 R (in figures) (or other suitable wording)

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This offer may be accepted by the *employer* by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the *Consultant* in the conditions of contract identified in the contract data.

Signature(s)			
Name(s)			
Capacity			
for the tenderer			
(Name and address of tenderer)			
Name and signature of witness			Date

WCGHIC009/2023: APPOINTMENT OF A PROFESSIONAL ELECTRICAL ENGINEERING CONSULTANT FOR THE THREE (3) YEARS WITH AN OPTION TO EXTEND THE CONTRACT FOR AN ADDITIONAL TWO YEARS (SUBJECT TO SUPPLIER PERFORMANCE)

The Employer’s 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 *Consultant* 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 work

Part C4 Site information and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

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Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the returnable 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 form of offer and acceptance. No amendments to or deviations from said 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 securities, 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 on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now *Consultant*) within five (5) working days of the date of such receipt notifies the *employer* in writing of any reason why he/she cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature(s)			
Name(s)			
Capacity			
for the <i>Employer</i>			
	(Name and address of <i>employer</i>)		
Name and signature of witness			Date

WCGHIC009/2023: APPOINTMENT OF A PROFESSIONAL ELECTRICAL ENGINEERING CONSULTANT FOR THE THREE (3) YEARS WITH AN OPTION TO EXTEND THE CONTRACT FOR AN ADDITIONAL TWO YEARS (SUBJECT TO SUPPLIER PERFORMANCE)

Schedule of Deviations

1 Subject _____
Details _____

2 Subject _____
Details _____

3 Subject _____
Details _____

4 Subject _____
Details _____

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 returnable 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.

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DIRECTORATE: SUPPLY CHAIN
(INFRASTRUCTURE SOURCING)
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2024-05-22

1)..... 2).....
SIGNED SIGNED

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**WESTERN CAPE GOVERNMENT
DEPARTMENT OF HEALTH & WELLNESS**

C1.2: CONTRACT DATA

CONTRACT DATA PART ONE- DATA PROVIDED BY THE EMPLOYER

The Conditions of Contract are the **NEC3 PROFESSIONAL SERVICES CONTRACT (PSC3) April 2013**. Tenderers must obtain copies at their own cost.

Note: Each item of data provide below is cross-referenced to the clauses in **NEC3 PROFESSIONAL SERVICES CONTRACT (PSC3) April 2013 which requires it.**

1. General

The conditions of contract are the core clauses and the clauses for:

- Main Option E - **Time based contract**
- Dispute resolution option - **W1** **Dispute resolution procedure**
- Secondary Options -
 - X9:** **Transfer of Rights**
 - Z:** **Additional conditions of contract**

of the NEC3 Professional Services Contract (PSC3) April 2013

The *Employer* is (Clause 10.1):

**WESTERN CAPE GOVERNMENT
DEPARTMENT OF HEALTH & WELLNESS**
Address: 4 Dorp street, Cape Town, 8000

- **The Employer's Agent is:**
 - Name: Mr Chris Maud
 - Address: 4 Dorp Street, Cape Town, 8000
 - Phone 021 483 6874
 - Email: Chris.Maud@westerncape.gov.za

WESTERN CAPE GOVERNMENT: HEALTH
DIRECTORATE: SUPPLY CHAIN
(INFRASTRUCTURE SOURCING)
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2024-05-22
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SIGNED SIGNED

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Data for core clauses

- The *scope* is **Tender No.: WCGHIC009/2023: APPOINTMENT OF A PROFESSIONAL ELECTRICAL ENGINEERING CONSULTANT FOR THE THREE (3) YEARS WITH AN OPTION TO EXTEND THE CONTRACT FOR AN ADDITIONAL TWO YEARS (SUBJECT TO SUPPLIER PERFORMANCE)**

(Clause 11.2(11)).

- Completion is when the *Consultant* has:
 - Done all the work which the *Scope* states he is to do by the *Completion Date* and
 - Corrected Defects which would have prevented the *Employer* from using the *services* and Others from doing their work.

If the work which the *Consultant* is to do by the *Completion Date* is not stated in the *Scope*, *Completion* is when the *Consultant* has done all the work necessary for the *Employer* to use the *services* and for Others to do their work (Clause 11.2 (2)).

- Others are people or organisations who are not the *Employer*, the *Consultant*, the *Adjudicator* or any employee, Subconsultant or supplier of the *Consultant* (Clause 11.2 (7)).
- A Subconsultant is a person or organisation who has a contract with the *Consultant* to provide part of the *services* (Clause 11.2 (12)).
- This contract is governed by the *law* of the contract (Clause 12.2).
- If an event occurs which
 - stops the *Consultant* Providing the *Service* or
 - stops the *Consultant* Providing the *Service* by the date shown on the Accepted Programme,

and which

- neither Party could prevent and
- an experienced consultant would have judged at the Contract Data to have such a small chance of occurring that it would have been unreasonable for him to have allowed for it.

the *Employer* gives an instruction to the *Consultant* stating how he is to deal with the event (Clause 18.1).

- The *Employer* may give an instruction to the *Consultant* which changes the *Scope* or *Key Date*. After *Completion*, an instruction is given only if it is necessary to Provide the *Services* (Clause 20.2).
- The *Consultant* provides the *Services* in accordance with the *Scope* (Clause 21.1).
- The *Consultant's* obligation is to use the skill and care normally used by professionals providing services similar to the *services* (Clause 21.2).
- The *Consultant* either employs each *key person* named to do the job for him stated in the Contract Data or employs a replacement person who has been accepted by the *Employer*. The *Consultant* submits the name, relevant qualifications and experience of a proposed replacement person to the *Employer* for acceptance. A reason for not accepting the person is that his relevant qualifications and experience are not as good as those of the person who is to be replaced (Clause 22.1).
- The *Employer* may, having stated his reasons, instruct the *Consultant* to remove a person employed by the *Consultant*. The *Consultant* then arranges that, after one day, the person has no further connection with the work included in this contract (Clause 22.2).
- The *Consultant* co-operates with Others in obtaining and providing information which they need in connection with the services (Clause 23.1).
- Where necessary to Provide the *Services*, the *Consultant* holds or attends meetings with Others. The *Consultant* informs the *Employer* of these meetings beforehand and the *Employer* may attend them (Clause 23.2).
- If the *Employer* decides that the work does not meet the Condition stated for a *Key Date* by the date stated and, as a result, the *Employer* incurs additional cost either:
 - in carrying out work or
 - by paying an additional amount to Others in carrying out work

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1)..... SIGNED	2)..... SIGNED

NEC3 Standalone PSC3

Please initial: Tenderer & Witness..... Employer & Witness

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on the same project, the additional cost the *Employer* has paid or will incur is paid by the *Consultant*. The *Employer* assesses the additional cost within four weeks of the date when the Condition stated for that Key Date is met. The *Employer's* right to recover the additional cost is his only right in these circumstances (Clause 23.3).

- If the *Consultant* subcontracts work, he is responsible for Providing the Services as if he had not subcontracted. This contract applies as if a Subconsultant's employees were the *Consultant's* (Clause 24.1).
- The *Consultant* submits the name of each proposed Subconsultant to the *Employer* for acceptance. A reason for not accepting the Subconsultant is the *Consultant* is that his appointment will not allow the *Consultant* to Provide the Services. The *Consultant* does not appoint a proposed Subconsultant until the *Employer* has accepted it (Clause 24.2).
- The *Consultant* obeys an instruction which is in accordance with this contract and is given to him by the *Employer* (Clause 25.3).
- The *Consultant* acts in accordance with the health and safety requirements stated in the Scope (Clause 25.4).
- The *starting date* is the date of the letter of notification of appointment of the *Consultant* by the *Employer* (Clause 30.1).
- The *completion dates* are the date following 24 months after award of contract (Clause 30.2).
- If a programme is not identified in the Contract Data, the *Consultant* submits a first programme to the *Employer* for acceptance within the period stated in the Contract Data (Clause 31.1).
- The *Consultant* operates a quality management system for Providing the Services as stated in the Scope. The quality management system complies with the requirements stated in the Scope (Clause 40.1).
- Until the *defects date*, the *Employer* notifies the *Consultant* of each Defect as soon as he finds it and the *Consultant* notifies the *Employer* of each Defect as soon as he finds it. At Completion the *Consultant* notifies the *Employer* of the Defects which have not been corrected. After Completion and until the defects date, the *Consultant* notifies the *Employer* of each Defect as soon as he finds it. The *Employer's* rights in respect of a Defect which the *Employer* has not found or notified by the *defects date* are not affected (Clause 41.1).
- The *Consultant* corrects a Defect whether or not the *Employer* notifies him of it. The *Consultant* corrects Defects within a time which minimises the adverse effect on the *Employer* or Others. If the *Consultant* does not correct a Defect within a time required by this contract, the *Employer* assesses the cost to him of having the Defect corrected by other people and the *Consultant* pays this amount (Clause 41.2).
- The *assessment day* is the **last** day of each month (Clause 50.1).
- Payment for the submission of the *Consultant's* invoice(s) shall be made within 30 days of the approval of the *Consultant's* invoice(s) (Clause 51.1).
- The *Employer* has the right to use the material provided by the *Consultant* for the purpose stated in the Scope. The *Consultant* contains from a Subconsultant equivalent rights for the *Employer* to use material prepared by the Subconsultant (Clause 70.1).
- The *Consultant* has the right to use material provided by the *Employer* only to Provide the Services. The *Consultant* may make this right available to a Subconsultant. On Completion of the whole of the *services*, the *Consultant* returns the material provided by the *Employer* to him (Clause 70.2).
- The parties do not disclose information obtained in connection with the *services* except when necessary to carry out their duties under this contract (Clause 70.3).
- The *Consultant* indemnifies the *Employer* against claims, proceedings, compensation and costs payable arising out of an infringement by the *Consultant* of the rights of Others, except an infringement which arose out of the use by the *Consultant* of things provided by the *Employer* (Clause 80.1).
- The *Consultant* is liable to the *Employer*:
 - for losses and compensation claims that result from an unintentional breach of professional duty, such as errors, omissions, inadequate service, professional negligence, malpractice for an amount of R 10 million for any event (Clause 81.1).

NEC3 Standalone PSC3

Please initial: Tenderer & Witness..... *Employer & Witness*.....

WESTERN CAPE GOVERNMENT: HEALTH DIRECTORATE: SUPPLY CHAIN (INFRASTRUCTURE SOURCING) BID OPENED 11:00	
2024-05-22	
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SIGNED	SIGNED

WCGHIC009/2023: APPOINTMENT OF A PROFESSIONAL ELECTRICAL ENGINEERING CONSULTANT FOR THE THREE (3) YEARS WITH AN OPTION TO EXTEND THE CONTRACT FOR AN ADDITIONAL TWO YEARS (SUBJECT TO SUPPLIER PERFORMANCE)

Data for main Option clause

Option E: Time based contract

- The Price for Services Provided to Date is the Time Charge for the work which has been completed (Clause 11.2(16)).
- The Prices are the Time Charge (Clause 11.2(19)).
- The *Consultant* prepares forecasts of the total Time Charge and expenses for the whole of the services and submits them to the *Employer*. Forecasts are prepared at the intervals stated in the Contract Data from the *starting date* until Completion of the whole of the *services*. An explanation of the changes made since the previous forecast is submitted with each forecast (Clause 21.4).
- The *Consultant* submits the proposed contract data for each subcontract for acceptance to the *Employer* if:
 - An NEC contract is proposed and
 - The *Employer* instructs the *Consultant* to make the submission.

A reason for not accepting the proposed contract data is that its use will not allow the *Consultant* to Provide the Services (Clause 24.4)

- The *Consultant* keeps accounts and records of his Time Charge and expenses and allows the *Employer* to inspect them at any time within working hours (Clause 52.2).

Data for Option W1

- A dispute arising under or in connection with this contract is referred to and decided by the *Adjudicator* (Clause W1.1).
- The Parties appoint the *Adjudicator* under the NEC Adjudicator's Contract current at the *starting date* (Clause W1.2(1)).
- The *Adjudicator* acts impartially and decides the dispute as an independent adjudicator and not as an arbitrator (Clause W1.2(2)).
- If the *Adjudicator* is not identified in the Contract Data or if the *Adjudicator* resigns or is unable to act, the Parties may choose an adjudicator jointly. If the Parties have not chosen an adjudicator, either Party may ask the *Adjudicator's nominating body* to choose one. The *Adjudicator nominating body* chooses an adjudicator within four days of the request. The chosen adjudicator becomes the *Adjudicator* (Clause W1.2(3)).
- A replacement *Adjudicator* has the power to decide a dispute referred to his predecessor but not decided at the time when the predecessor resigned or become unable to act. He deals with an undecided dispute as if it had been referred to him on the date he was appointed (Clause W1.2(4)).
- The *Adjudicator*, his employees and agents are not liable to the Parties for any action or failure to take action in an adjudication unless the action or failure to take action was in bad faith (Clause W1.2(5)).
- Disputes are notified and referred to the *Adjudicator* (Clause W1.3).
- A Party does not refer any dispute under or in connection with this contract to the *tribunal* unless it has been referred to the *Adjudicator* in accordance with this contract (Clause W1.4(1)).
- If, after the *Adjudicator* notifies his decision a Party is dissatisfied, he may notify the other Party that he intends to refer it to the *tribunal*. A Party may not refer a dispute to the *tribunal* unless this notification is given within four weeks of notification of the *Adjudicator's* decision (Clause W1.4(2)).
- If the *Adjudicator* does not notify his decision within the time provided by this contract, a Party may notify the other Party that he intends to refer the dispute to the *tribunal*. A Party may not refer a dispute to the *tribunal* unless this notification is given within four weeks of the date by which the *Adjudicator* should have notified his decision (Clause W1.4(3)).
- The *tribunal* settles the dispute referred to it. The tribunal has the powers to reconsider any decision of the *Adjudicator* and review and revise any action or inaction of the *Employer* related to the dispute. A Party is not limited in the tribunal proceedings to the information, evidence or arguments put to the *Adjudicator* (Clause W1.4(4)).

Please initial: Tenderer & Witness.....

WESTERN CAPE GOVERNMENT: HEALTH DIRECTOR GENERAL: SUPPLY CHAIN (INFRASTRUCTURE SOURCING) BID OPENED 11:00 2024-05-22	
1).....	2).....
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WCGHIC009/2023: APPOINTMENT OF A PROFESSIONAL ELECTRICAL ENGINEERING CONSULTANT FOR THE THREE (3) YEARS WITH AN OPTION TO EXTEND THE CONTRACT FOR AN ADDITIONAL TWO YEARS (SUBJECT TO SUPPLIER PERFORMANCE)

- A Party does not call the *Adjudicator* as a witness in *tribunal* proceedings (Clause W1.4(6)).

Data for secondary Option clauses

- The *Employer* owns the *Consultant's* rights over material prepared for this contract by the *Consultant* except as stated otherwise in the Scope. The *Consultant* obtains other rights for the *Employer* as stated in the Scope and obtains from a Subconsultant equivalent rights for the *Employer* over the material prepared by the Subconsultant. The *Consultant* provides to the *Employer* the documents which transfer these rights to the *Employer* (Clause X9.1).

Additional conditions of contract

Z1 Selection and appointment of the *Adjudicator*

Add the following paragraph to clause W1.2(1)

The *Adjudicator* is selected and appointed as follows: A Party may at any time notify the other Party of the names of two persons chosen from the panel of NEC *Adjudicators* set up by the Joint Civils Division of the Institution of Civil Engineers (ICE) and the South African Institution for Civil Engineering (SAICE) (see www.jointcivils.co.za) whose availability to act as the *Adjudicator*, has been confirmed by the notifying Party. The other party selects one of the two persons chosen to be the *Adjudicator* within four days of receiving the notice, failing which the person chosen by the notifying Party will be the *Adjudicator*. The Parties appoint the *Adjudicator* under the NEC3 Adjudicator's Contract, June 2005.

Z2 Acts or omissions by mandatories

In terms of Section 37(2) of the Occupational Health and Safety Act of 1993 (Act 85 of 1993), the *Consultant* hereby agrees that the *Employer* is relieved of any and all of its liabilities in terms of Section 37(1) of this Act in respect of any acts or omissions of the *Consultant* and his employees to the extent permitted by this Act, and that this contract comprises the written agreement between the *Employer* and the *Consultant* contemplated in section 37(2).

Z3 Maintenance of mandatory registrations

The *Consultant* ensures that his registrations as a supplier on the WCSEB and CSD are maintained until the Completion of the whole of the *services*.

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**WESTERN CAPE GOVERNMENT
DEPARTMENT OF HEALTH & WELLNESS**

C1.2: CONTRACT DATA

CONTRACT DATA PART TWO: PROVIDED BY THE CONSULTANT

SCHEDULE 13: DATA PROVIDED BY THE CONSULTANT (THE CONSULTANT'S OFFER)

1 General

- The *Consultant* is (Clause 10.1):

Name:

Address:

.....

Telephone: Fax:

Email Address:

- The tendered total of the Prices is in **Part C1.1: Form of Offer and Acceptance** of this document (Clause 11.2(13)).
- The Price List is in **Part C2: Pricing Data of this document** (Clause 11.2(13)).
- The percentage for overheads and profit added to the amount due for people is **10%** (Clause 50.3).
- The percentage for overheads and profit added to other Costs is **10%** (Clause 50.3).

AUTHORISED SIGNATURE OF TENDERER

Date:.....

WESTERN CAPE GOVERNMENT: HEALTH
 DIRECTORATE: SUPPLY CHAIN
 (INFRASTRUCTURE SOURCING)
 BID OPENED 11:00

2024-05-22

1)..... 2).....
 SIGNED SIGNED

WCGHIC009/2023: APPOINTMENT OF A PROFESSIONAL ELECTRICAL ENGINEERING CONSULTANT FOR THE THREE (3) YEARS WITH AN OPTION TO EXTEND THE CONTRACT FOR AN ADDITIONAL TWO YEARS (SUBJECT TO SUPPLIER PERFORMANCE)

**WESTERN CAPE GOVERNMENT
DEPARTMENT OF HEALTH AND WELLNESS**

C2: PRICING DATA

C2.1 PRICING ASSUMPTIONS & INSTRUCTIONS

1. GENERAL

- 1.1 It will be assumed that prices included in the pricing schedule are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards).
- 1.2 The *Consultant* is paid for completed work i.e. work without Defects. This is a re-measurement contract and the Pricing Schedule comprises only items measured in terms of the standard method of measurement using quantities and rates or stated as lump sums. Value related items are not used. Time related items are items measured using rates where the rate is a unit of time.
- 1.3 The method of measurement is according to the Sixth Edition of the Standard System of Measuring Builder's Work, amended 1999, published by the Association of South African Quantity Surveyors as well as the Model Preambles for Trades (2008 Edition) as recommended and published by the Association of South African Quantity Surveyors, and, where applicable, the latest release of the Civil Engineering Standard Method of Measurement: South African Edition.
- 1.4 Use is made of method related charges for Equipment applied to Providing the Services based on durations shown in the Accepted Programme (if applicable), fixed charges for the use of Equipment that is required throughout the construction phase, time related charges for people working in a supervisory capacity for the period required, and lump sum charges for other facilities or services not directly related to performing work items typically included in other parts of the Pricing Schedule.
- 1.5 The Pricing Schedule needs to be read in conjunction with the specification and the drawings identified in the Works Information, where applicable.
- 1.6 In the event of any ambiguity or inconsistency between the statements in the *method of measurement* and this section, the interpretation given in these pricing assumptions, the latter shall prevail.
- 1.7 The units of measurement described in the Pricing Schedule are metric units abbreviated as follows:

WESTERN CAPE GOVERNMENT: HEALTH
DIRECTORATE: SUPPLY CHAIN
(INFRASTRUCTURE SOURCING)
BID OPENED 11:00

2024-05-22

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2).....
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NEC3 Standalone PSC3

Please initial: Tenderer & Witness..... Employer & Witness

WCGHIC009/2023: APPOINTMENT OF A PROFESSIONAL ELECTRICAL ENGINEERING CONSULTANT FOR THE THREE (3) YEARS WITH AN OPTION TO EXTEND THE CONTRACT FOR AN ADDITIONAL TWO YEARS (SUBJECT TO SUPPLIER PERFORMANCE)

Abbreviation	Unit
%	percent
h	hour
ha	hectare
kg	kilogram
kl	kilolitre
km	kilometre
km-pass	kilometre-pass
kPa	kilopascal
kW	kilowatt
l	litre
m	metre
mm	millimetre
m ²	square metre
m ² -pass	square metre pass

WESTERN CAPE GOVERNMENT: HEALTH
 DIRECTORATE: SUPPLY CHAIN
 (INFRASTRUCTURE SOURCING)
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2024-05-22
 1)..... 2).....
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WCGHIC009/2023: APPOINTMENT OF A PROFESSIONAL ELECTRICAL ENGINEERING CONSULTANT FOR THE THREE (3) YEARS WITH AN OPTION TO EXTEND THE CONTRACT FOR AN ADDITIONAL TWO YEARS (SUBJECT TO SUPPLIER PERFORMANCE)

m ³	cubic metre
m ³ -km	cubic metre-kilometre
MN	meganewton
MN.m	meganewton-metre
Abbreviation and units continued...	
MPa	megapascal
No.	number
Prov sum	provisional sum
PC-sum	prime cost sum
R/only	Rate only
sum	Lump sum
t	ton (1000kg)
W/day	Workday

- 1.8 For the purpose of the Pricing Schedule, the following words have the meanings hereby assigned to them:
- Unit: The unit of measurement for each item of work as defined in the relevant Standards or Specifications stated in the Works Information of this document.
- Quantity: The number of units of work for each item.
- Rate: The agreed payment per unit of measurement.
- Price: The product of the quantity and the agreed rate for an item, or an agreed amount for an item, the extent of which is described in the Pricing Schedule but the quantity of work of which is not measured in any units.
- 1.9 Descriptions in the Pricing Schedule are abbreviated and comply generally with those in the Standards or Specifications stated in Works Information of this document.
- 1.10 Unless otherwise stated, items are measured net in accordance with the hours, and no allowance has been made in the quantities for waste.
- 1.11 The Prices and rates stated for each item in the Pricing Schedule shall be treated as being fully inclusive of all work, risks, liabilities, obligations, overheads, profit and everything necessary as incurred or required by the *Consultant* in carrying out or providing that item. It is, therefore, essential that the *Consultant* fully comprehends the products, material, work activities, and specification, as detailed in this document, as well as the conditions at site, prior to completing the pricing schedule.
- 1.12 The rates and prices offered by the tenderer must be physically written into the Pricing Schedule of this tender document, completed in full and signed. Failure to do so will render the tender non-responsive. Printouts of electronic spread sheets or any form of substitute for the returnable pages of the Pricing Schedule are not accepted.
- 1.13 If the Tenderer is a VAT vendor, all prices in the Pricing Schedule exclude VAT, while the total of Prices reflected in the Consultant's Offer includes VAT. If the Tenderer is not a VAT vendor, all prices in the Pricing Schedule will be inclusive and the subtotal and total amount will be same, while the VAT amount will be zero.
- 1.14 Where the Works Information requires detailed reports and or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and Prices tendered for such items.
- 1.15 Those parts of the contract to be constructed using labour-intensive methods (if applicable) have been marked as such in the Pricing Schedule and Works Information. The service, or parts of the service so designated are to be constructed using labour-intensive methods only, and pricing for such items must make provision for this accordingly. The use of equipment to provide such service, other than Equipment specifically provided for in the Works Information, is not allowed and in contravention of the contract. The items designated as labour-intensive are not necessarily an exhaustive list of all the activities which must be done labour-intensively, and this instruction does not override any of the requirements in the general labour-intensive specification in the Works Information.
- 1.16 In the event of any discrepancy between the total of the Prices in the Price Summary of the Pricing Schedule and the amount carried forward to the *Consultant's* Offer, the amount in the *Consultant's* Offer prevails.

4NEC3 Standalone PSC3

Please initial: Tenderer & Witness..... Employer & Witness.....

WESTERN CAPE GOVERNMENT: HEALTH	
DIRECTORATE: SUPPLY CHAIN (INFRASTRUCTURE SOURCING)	
BID OPENED 11:00	
Employer & Witness.....	
2024-05-22	
1).....	2).....
SIGNED	SIGNED

WCGHIC009/2023: APPOINTMENT OF A PROFESSIONAL ELECTRICAL ENGINEERING CONSULTANT FOR THE THREE (3) YEARS WITH AN OPTION TO EXTEND THE CONTRACT FOR AN ADDITIONAL TWO YEARS (SUBJECT TO SUPPLIER PERFORMANCE)

2. CONTINGENCY AMOUNTS

- 2.1 The *Employer's* contingency remains for the use of the *Employer's* unforeseen risks. Written approval from the *Employer's Agent* is required for the use of contingency funds.
- 2.2 The *Consultant* shall include the contingency amount listed in the Pricing Schedule in his calculations for the total price offer.

3. COMPENSATION EVENTS

- 3.1 Work associated with any budgetary allowances, provisional sums, and prime costs are dealt with as compensation events. All compensation events shall be approved in writing by the *Employer's Agent* for the *Consultant* to action.

4. THE TOTAL FINANCIAL OFFER FOR THIS TENDER

- 4.1 The financial offer of this tender is the total price reflected in the Pricing Summary of the Pricing Schedule and, subsequently, in the *Consultant's Offer*.

WESTERN CAPE GOVERNMENT: HEALTH
DIRECTORATE: SUPPLY CHAIN
(INFRASTRUCTURE SOURCING)
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WCGHIC009/2023: APPOINTMENT OF A PROFESSIONAL ELECTRICAL ENGINEERING CONSULTANT FOR THE THREE (3) YEARS WITH AN OPTION TO EXTEND THE CONTRACT FOR AN ADDITIONAL TWO YEARS (SUBJECT TO SUPPLIER PERFORMANCE)

WESTERN CAPE GOVERNMENT
DEPARTMENT OF HEALTH & WELLNESS

C2: PRICING DATA

C2.2 PRICING SCHEDULE

SCHEDULE 14: PRICING SCHEDULE COMPLETE WITH PRICING SUMMARY

Pricing Schedule: SCHEDULE OF PRICES

Tender No: WCGHIC009/2023: APPOINTMENT OF A PROFESSIONAL ELECTRICAL ENGINEERING CONSULTANT FOR THE THREE (3) YEARS WITH AN OPTION TO EXTEND THE CONTRACT FOR AN ADDITIONAL TWO YEARS (SUBJECT TO SUPPLIER PERFORMANCE)

- The *rate* provided for each item shall cover the cost of labour, material, support resources, and sub-Consultant cost where applicable. All *rates* shall be priced in accordance with the prescribed specification of the *Employer's Agent* and specialist's recommendations, where the latter shall be so described in this document.
- Hourly rates/fees calculated shall be deemed to **include** overheads and charges in respect of time expended by administrative personnel which shall, therefore, **not be chargeable separately**.
- The scale of rates/fees on a time basis, on which Value Added Tax is excluded, shall be at the following rates per hour / Gazetted Rates, rounded off to the nearest rand:

Note - The Guide on Hourly Fee Rates for Professional Consultants and the latest Fee Rates are available at the following link

<https://www.ecsa.co.za/regulation/SitePages/Guideline%20Fees.aspx>

PRICING SCHEDULE SUMMARY CONTINUES ON THE NEXT PAGE

WESTERN CAPE GOVERNMENT: HEALTH
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WCGHIC009/2023: APPOINTMENT OF A PROFESSIONAL ELECTRICAL ENGINEERING CONSULTANT FOR THE THREE (3) YEARS WITH AN OPTION TO EXTEND THE CONTRACT FOR AN ADDITIONAL TWO YEARS (SUBJECT TO SUPPLIER PERFORMANCE)

ACTIVITY AND PRICE SCHEDULE – NOTE: THIS IS FOR BIDDING ADJUDICATION PURPOSES AND IS AN ESTIMATE OF TIME REQUIRED

#	Deliverables	Est time (hrs) Year 1	Rate per hour Year 1	Cost Year 1	Est time (hrs) Year 2	Rate per hour Year 2	Cost Year 2	Est time (hrs) Year 3	Rate per hour Year 3	Cost Year 3
1	Standards and Specifications									
1.1	Collaboration and Technical Advisory Meetings	8			4			4		
1.2	Draft specifications for the Term Service Framework Contract	8								
1.3	Provide input to WCGHW's Technical Memorandum for "Renewables, Batteries and Inverters"	4			4			4		
2	Tender and Contract Documentation									
	Compile the tender documents including specification for the Term Service Framework Contract									
2.1	Contract document	24			0			0		
2.2	Specifications, standards, bills of quantities, tender evaluation method	24			0			0		
2.3	Drawings relevant to scope	24			8			8		
3	Tender Process and Award									
3.1	Participation in tender specification meetings	16			0			0		
3.2	Tender period (clarification meeting, queries)	24			0			0		
3.3	Participation in tender evaluation meetings	16			0			0		
3.4	Tender report	16						8		

NEC3 Standalone PSC3

Please initial: Tenderer & Witness.....Employer & Witness

WESTERN CAPE GOVERNMENT: HEALTH
 DIRECTORATE: SUPPLY CHAIN
 (INFRASTRUCTURE SOURCING)
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2024-05-22

1).....
SIGNED

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**WCGHIC009/2023: APPOINTMENT OF A PROFESSIONAL ELECTRICAL ENGINEERING CONSULTANT FOR THE THREE (3) YEARS
WITH AN OPTION TO EXTEND THE CONTRACT FOR AN ADDITIONAL TWO YEARS (SUBJECT TO SUPPLIER PERFORMANCE)**

4	Project and Contract Management								
4.1	Liaison with relevant role players and stakeholders - contractual, programme and technical matters	8			8			8	
4.2	Drafting of Task Orders	40			40			40	
4.3	Site meetings and minutes	24			40			40	
4.4	Inspections	24			40			40	
4.5	Contract management, administration, financial control and monitor Health and Safety aspects	24			40			40	
4.6	Payment certificates	24			40			40	
4.7	Handover processes	24			40			40	
5	Total hours and Cost	332			264			272	
6	VAT @ 15%								
7	TOTAL YEAR 1								
8	TOTAL YEAR 2								
9	TOTAL YEAR 3								
10	GRAND TOTAL OVER THREE YEARS INCLUDING VAT (7) + (8) + (9)								

TOTAL HOURS FOR 3 YEARS CALCULATED ABOVE: 868

AUTHORISED SIGNATURE OF TENDERER

Date:.....

4NEC3 Standalone PSC3

Please initial: Tenderer & Witness..... Employer & Witness

WESTERN CAPE GOVERNMENT: HEALTH
 DIRECTORATE: SUPPLY CHAIN
 (INFRASTRUCTURE SOURCING)
 BID OPENED 11:00

2024-05-22

1)..... 2).....
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WESTERN CAPE GOVERNMENT
DEPARTMENT OF HEALTH & WELLNESS

PART C3: SCOPE OF WORK

WORKS INFORMATION

Preamble to Works Information

NEC3 defined terms and terms identified in the Contract Data

The services are to be executed in accordance with the Works Information forming part of the NEC3 *conditions of contract* as described in the Contract Data of this document. The Works Information is meant to convey all relevant information required for the execution of the service clearly and unambiguously by following the formatting requirements of the *conditions of contract*, with due reference to defined terms and terms identified in the Contract Data.

Clause 11.1 of the *conditions of contract* stipulates that terms identified in the Contract Data are in italics, and defined terms have capital initials.

While every effort is made to ensure that the Works Information conforms in full to these formatting requirements, there will always be a possibility that some defined terms and terms identified in the Contract Data may not be formatted in the prescribed manner in the Works Information. This possibility increases when the Works Information is voluminous and comprises different parts compiled by different contributors and disciplines.

THEREFORE, PLEASE NOTE:

For the purposes of clarity and to remove any ambiguity in regard to defined terms and terms identified in the Contract Data, the following shall apply:

- All terms identified in the Contract Data which appear in the Works Information and which are not in italics, shall be read as if they are in italics, and
- All defined terms which appear in the Works Information and which do not have capital initials, shall be read as if they have capital initials.

WESTERN CAPE GOVERNMENT: HEALTH DIRECTORATE: SUPPLY CHAIN (INFRASTRUCTURE SOURCING) BID OPENED 11:00	
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**WESTERN CAPE GOVERNMENT
DEPARTMENT OF HEALTH & WELLNESS**

WORKS INFORMATION

DESCRIPTION OF THE SERVICE

WESTERN CAPE GOVERNMENT: HEALTH
DIRECTORATE: SUPPLY CHAIN
(INFRASTRUCTURE SOURCING)
BID OPENED 11:00

2024-05-22

1)..... 2).....
SIGNED SIGNED

1. Description of the service

1.1 INTRODUCTION

The objective of this Terms of Reference is for the Electrical Engineering Consultant to place WCG Health and Wellness firmly on the path to net zero Scope 2 emissions by 2050 and to initiate and maintain or implement projects to ensure achievement of targeted reduction of Scope 2 emissions by 2030 and beyond in terms of allocated funding for the Term service contract(s). It is envisaged that this will include the management of the installation, operating and maintenance of solar systems, be it on the roofs or ground of WCGHW allocated facilities.

A secondary objective is the installation of hybrid installations to achieve a measure of resilience against load shedding at facilities deemed appropriate for this purpose.

This is achieved by amongst others, quality and long-lasting installations of solar PV at various facilities to achieve the required reduction in daytime energy consumption.

The consultant is required to draft procurement documents for the above based on the WCGI Term Service Framework Agreement, and to supervise the implementation of the project.

1. GENERAL BACKGROUND TO THE TASK

2.1 Race to Zero 2050

WCGH is a member of Global Green and Healthy Hospitals (GGHH) and has participated in the GGHH2020 Health Care Climate Challenge and won various awards over the last 7 years. WCGH has committed to participation in the 2050 Race to Zero Challenge for GGHH members and has thus pledged to achieve net zero climate emissions by 2050, joining the United Nations Framework Convention on Climate Change's Race to Zero campaign.

WCGH Strategic and Annual Performance Plans (APP) lay the ground rules and set goals for targets to be reached methodically. The APP targets are reported on each year.

By joining Race to Zero, WCGH has committed to: -

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- Achieving net zero emission by 2050 or sooner;
- Achieving an interim target of 20% reduction of measurable emissions over our 2015 baseline by 2030 or sooner; (as South Africa is only a medium GHG emitter)
- In due course completing a Race to Zero target form with quantitative and qualitative data;
- Completing annual quantitative and qualitative data reporting forms to update HCWH and the UNFCCC on our progress and strategies, and
- Allowing HCWH to share information related to our target and annual progress on the UNFCCC Global Climate Action Portal.

2.2 WCG Infrastructure (General Buildings) Solar PV Term Service Framework

WCGHW applied for participation in the WCGI Term Service Contract; however, this was denied and WCGHW is establishing its own Framework Contract.

2.3 WCGHW Solar PV Programme and Load Shedding

A combination of Race to Zero and the onset of regular higher levels of rotational load shedding by the electricity supply authorities has necessitated a new approach to installing a combination of grid-tied and hybrid solar PV, inverter and battery systems at various facilities unable to provide service delivery due to the power supply interruptions.

2.4 WCG Climate Change Response Strategy

The Department of Environmental Affairs and Development Planning drafted the strategy and it is important that the WCGHW strategy aligns with this policy/strategy in greening its facilities with energy efficiency programmes and on-site renewable electricity generation.

2. SCOPE OF SERVICES

The Capacity Consultant shall render the following Services to the Department: -

3.1 Standards and Specifications

Develop WCGHW standards and specifications for on-site renewable energy generation and hybrid systems: -



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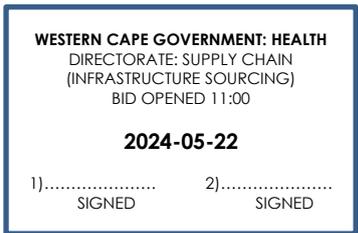
- 3.1.1 Establish close collaboration and working arrangements with the relevant technical staff within WCGHW and across other departments and entities of the WCG (notably WCGI) and participate in technical advisory meetings as requested;
- 3.1.2 Draft specifications for the Term Service Framework Contract for solar PV (or renewable energy as relevant) and inverter/batteries, for acceptance by WCGHW;
- 3.1.3 Provide input to WCGHW's Technical Memoranda related to solar photovoltaic systems and other installations for embedded generation;

All documents requiring sign-off must be supported by the Chief Engineer: Infrastructure Planning and/or Chief Engineer: Engineering and Technical Services.

3.2 Tender / Contract Documentation

The consultant must compile relevant sections of the Term Service Framework Tender documents based on the current WCGI contract document and liaise with the Chief Engineer and WCGHW Supply Chain Management:-

- 3.2.1 Compile the tender documents including specification for the Term Service Framework Contract using latest approved NEC documentation;
- 3.2.2 Standard NEC TSSC Template, Sections, Terms and Conditions as required by WCGHW;
- 3.2.3 Standards and specifications;
- 3.2.4 OHS requirements;
- 3.2.5 Bill of quantities for financial measurement and scoring of tenders;
- 3.2.6 Functional evaluation mechanism for tenders;
- 3.2.7 Required performance specification and guarantees; and
- 3.2.8 Drawings as applicable.



3.3 Management of Term Service Framework Contract Tender Process

The consultant must perform the following tasks: -

- 3.3.1 Participate in and advise the constituted tender Specification Committee – the minutes will be taken by Infrastructure Sourcing for sign-off by the Chairperson;
- 3.3.2 Liaise with Infrastructure Sourcing for the advertising of the tender and submit any required "Request for Advertising";

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- 3.3.3 Participate in and advise the tender clarification meeting once the tender has been advertised;
- 3.3.4 Handle technical queries submitted by bidders;
- 3.3.5 Collect tender documents received by Infrastructure Sourcing ;
- 3.3.6 Compile a tender evaluation report with recommendation and submit to the tender evaluation Committee constituted by Infrastructure Sourcing, for approval.

3.4 Project and Contract Management

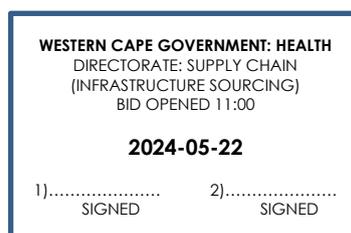
The consultant must perform the following tasks: -

- 3.4.1 Liaison with relevant role players and stakeholders concerning all contractual, programme and technical matters;
- 3.4.2 Coordination and chairing of site meetings and circulation of minutes;
- 3.4.3 Coordinate and conduct inspections, circulate progress and technical reports;
- 3.4.4 Contract management, Health and Safety monitoring and financial control;
- 3.4.5 Verify and coordinate payment certificates and approve invoices submitted for payment by WCGHW relevant authority;
- 3.4.6 Sign off completion of any installation milestones and hand-over processes, and final completion of Term Service obligations of the contractor/s.

3. TIME FRAMES

The envisaged time frame for completion of all activities is 36 continuous calendar months from the date of Letter of Acceptance. An extension of 24 months may be granted to ensure the proper completion of the contractor’s three years, or the extension to five years.

Activities are generally ongoing, and timesheets and disbursements must be completed and submitted with invoices and proof of cost each month for approval and payment.



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4. REQUIREMENTS FOR PROVIDING THE SERVICE

4.1 Approach Paper

The service provider must be able to demonstrate proven experience in renewable energy embedded generator installations, most notably solar photovoltaic, inverters and batteries with the various installation iterations possible, and have a high level of expertise and understanding of all matters relating to embedded generation. This will be via a suitable "Approach Paper" of not more than 6 pages, submitted with this tender.

The approach paper must demonstrate understanding of the design development and performance requirements of an embedded solar photovoltaic installation and will be scored on the following basis:

Description of criteria	Sub-criteria	Maximum Points allocated
Technical – 3 pages Each criteria is described fully to the satisfaction of tender committee and/or model answer	PV System Standards (basic of standards = 1, medium = 3, good knowledge = 5 points)	5
	PV System Feasibility and Design (basic of standards = 1, medium = 3, good knowledge = 5 points)	5
	PV System Types applicable to Health Facilities (basic of standards = 1, medium = 3, good knowledge = 5 points)	5
	PV System Components (basic of standards = 1, medium = 3, good knowledge = 5 points)	5
	PV System Approach to Maintenance and Performance (basic of standards = 1, medium = 3, good knowledge = 5 points)	5
Qualifications/competence		
CV of Project Director / Key person Category B/C	ECSA Reg 5 pts and 1 point per year experience of solar PV installations – 1 page only	10
CV of Project Engineer / Technologist / Technician Category C/D	ECSA Reg 5 pts and 1 point per year experience of solar PV installations – 1 page only	10
Company profile <u>ONLY</u> of PV projects > 10 kW 3 phase	1 point per project – 1 page only	5
Total possible points		50
SCORE REQUIRED TO PROCEED TO 2ND ENVELOPE (minimum 70%)		35

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4.2 Company Profile

Provide a company profile and CV/s of staff working on the project with evidence of having obtained a relevant higher education diploma or degree.

Demonstrate the following competencies (where possible, not scored):-

- Excellent communication and presentation skills
- Strong organisational skills and a high level of motivation
- In-depth knowledge of embedded renewable energy generation schemes
- Credibility with peers and other stakeholders
- In-depth knowledge of financial management and feasibility studies
- In-depth knowledge of financial modelling techniques
- Understanding of energy utilisation and energy efficiency
- In-depth knowledge of Municipal tariff structures
- Excellent analytical skills
- A high level of computer literacy
- Knowledge of the Western Cape Government Health and Wellness Service

5. PROCUREMENT AND ACTIVITY / PRICING SCHEDULE

Professional electrical engineering services shall be procured in terms of the CIDB Best Practice Guideline #A7 for the procurement of professional services, in a manner to remunerate for services based on agreed hourly rates for staff involved in the contract, up to a ceiling amount, and where a maximum discount on rates may be offered.

Services and pricing shall be offered in line with the Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000, and using indicative time-based fee rates as per Category B – D. Any competitive discount offered will be to the discretion of the service provider, up to a maximum of 10% on the defined fee scales, without any compromise on the service offered.

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WORKS INFORMATION

DRAWINGS, SCHEMATICS & ANNEXURES

Drawings, schematics & annexures

The *services* are to be executed in accordance with the following annexures which form part of this contract. The list below indicates which items are included in the Appendix to this document, and which are issued separately due to size or other considerations. It is the responsibility of tenderers to ensure they have obtained and considered all the listed items for preparing their tender, which is the assumption when tenders are evaluated.

Identification	Size	Description	Appended to Tender Document
N/A			

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4NEC3 Standalone PSC3

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WORKS INFORMATION

SPECIFICATIONS, STANDARDS AND WORKMANSHIP

1 Specifications, standards and workmanship

The services are to be executed subject to these specifications, standards and workmanship requirements. Please note that compliance with all these specifications and standards, including requirements in terms of qualifications, accreditation (where applicable) and work experience of both the tendering entity and its key people will be material in the *Employer's* risk assessment for awarding this contract.

Standard Specifications

Where reference is made to the standard specifications in this contract, it means the latest edition of the documents which apply to the specific discipline involved in the services, as referenced under any of the headings below. The standard specifications may, due to their generality and completeness, also cover items not applicable to this particular contract.

Project specifications

Project specifications include amendments to the standard specifications as well as supplemental specifications applicable to work items not covered by the standard specifications. Project specifications, where applicable, may be found throughout the Works Information of this document, including drawings. The *pricing schedule* may also contain references to standard specifications as well as project specifications, for clarification in terms of pricing for certain items, where applicable.

In the event of any discrepancy between the project specifications and a part of the standard specifications found in the Works Information of this document, the project specifications take precedence.

By submission of this tender, the tenderer will be deemed to have acquainted himself fully with the tender document, local requirements and laws and all aspects of the work envisaged in the documents prior to the submission of his tender. Uncertainties and doubts as to the meaning and interpretation of items in these documents must be submitted to the *Employer* and *Employer's Agent* to have them explained, rectified or cleared before tenders are submitted.

Accreditation, qualifications and work experience

Minimum requirements for work experience, qualifications and accreditation (where applicable) as well as minimum personnel are as stated under the headings below. The tenderer must supply the relevant information in regard to accreditations, qualifications and work experience for both the enterprise and key people who will be working on this contract on the appropriate returnable schedule in the Works Information.

The contract shall be executed with the best workmanship in a workmanlike manner to the satisfaction of the *Employer*. The *Consultant* shall employ only competent employees to perform the *services*. The employees must be appropriately qualified and experienced.

The *Consultant* shall remain responsible for the correct and complete delivery of the *services*. Inspection by the *Employer* shall not release the *Consultant* from his responsibility.

a. Statutory and regulatory requirements

The *Consultant* shall ensure that the installation, including all equipment used, is designed, installed and maintained in compliance with the following drawings and regulations, including but not limited to:

- i. NRS 097-2: Grid Connection of Embedded Generation
- ii. SANS 10142-1: Code of Practice for the Wiring of Premises
- iii. SANS 10142-1-2 (Temporarily withdrawn): Specific requirements for embedded generation installations connected to the low voltage distribution Network in South Africa
- iv. Normative codes of practice associated with SANS 10142
- v. SANS 60364-7-712: Low voltage electrical installations – Part 7-712: Requirements for special installations or locations – Solar photovoltaic (PV) power supply systems
- vi. SANS/IEC 61215 – Crystalline silicon terrestrial PV modules
- vii. SANS/IEC 61646 – Thin film terrestrial PV modules
- viii. SANS 10400 National Building Regulations

NEC3 Standalone ECSC3 – 16B

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- ix. Occupational, Health and Safety Act (Act 83 of 1993) and Regulations
- x. National Energy Act – Energy Performance Certificates
- xi. Municipal or Local Supply Authority requirements or by-laws for approved inverters
- xii. WCG Standard Specifications for Electrical Installations;
- xiii. The Occupational Health and Safety Act 85: 1993 incorporated Regulations and Standards;
- xiv. Government notice R155 – Asbestos Regulations, 2001 and Guide to Demolition Work Regulation 21 – Asbestos Regulations;
- xv. Relevant sections of SANS 1200.

The *Consultant* shall exempt the *Employer* from any claims, losses or expenditure that may arise as a result of the *Consultant's* negligence or failure to comply with the abovementioned regulations.

The *Consultant* shall be responsible for all notifications and payments required by any subconsultants and support resources required for their services. The Tenderers are therefore required to fully acquaint themselves with these requirements prior to tendering.

Sufficiency of tender

The *Consultant* shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his Tender for the services and of the prices stated in the Price List which prices shall cover all his obligations under the Contract and all matters and things necessary for the proper completion of the *services*.

Since there may be minor operations, items of equipment, materials, matters and details necessary for the proper execution and completion of the *services* under the Contract, which are not mentioned in the Specification, the *Consultant* shall include for such minor operations, equipment, materials, matters and details as if they had been expressly detailed and described. The *Consultant* shall execute as part of this Contract every requisite for the full and perfect completion of the *services*, except as may be specifically excluded from the Contract.

b. General conditions

The *Consultant* shall only price for the items as they are listed in the Pricing Schedule and as detailed in this Specification, even though the *services* may change.

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WORKS INFORMATION

CONSTRAINTS ON HOW THE CONSULTANT PROVIDES THE SERVICES

2 Constraints on how the Consultant Provides the Services

The services are to be executed subject to the following constraints:

a. Working Areas including sharing thereof by other Consultants, staff, and members of the public
Employer's direct Consultants

The *Employer* may instruct services to be executed and installed in the services by one or more direct Consultants, with the understanding that:

- The *Consultant* permits all such work by direct Consultants;
- The type and extent of such work is described in the tender document, and the *Consultant* makes reasonable provision in his work programme for such work;
- The payment of direct Consultants is the responsibility of the *Employer*;
- A direct Consultant is subject to reasonable controls as required by the *Consultant* and all direct Consultants, the work or installations undertaken, insurances related thereto and the associated risks including expense or loss caused by direct Consultants, are the direct responsibility of the *Employer*; and
- Normal working hours are from Monday till Fridays from 7h30 – 16h00.

b. Site Conditions

It will be required of the *Consultant* to work on a fully functional health facility. Extra care must be taken not to cause injury or harm to patients, staff or visitors or to cause delays on the site.

c. Occupational Health & Safety

Exposure of workers to occupational health hazards and risks is very common in any work environment, especially in construction. Occupational exposure is a major problem and leads to medical conditions like cancers, skin disorders, and noise induced hearing loss, etc. All *Consultants* must ensure that adequate health and hygiene measures are put in place to prevent exposure to these hazards. Prevent inhalation, ingestion, absorption, and noise induction.

d. Negligence

Where any known facility/service is damaged due to the *Consultant's* negligence, the *Consultant* will make good such damage or bear the cost of the repairs.

e. Hours of Work

The *Consultant* shall undertake to carry out services during normal working hours. PRIOR arrangements for working outside normal working hours MUST BE MADE by the *Consultant* which must be approved in writing by the *Employer's Agent*. Such work done outside normal working hours shall be at the *Consultant's* own risk and costs. Normal working hours are from Monday till Fridays from 7h30 – 16h30.

f. Tender Documentation Discrepancies and Deviations

Should there be any discrepancies within this documentation, they should be clarified with the *Employer's Agent* in writing. This specification has preference over any additional documentation submitted by the Tenderer. Deviations from this specification will only be considered if permitted as indicated in Clause C2.12 of T1.2 Tender Data, and Schedule 14. If the Tenderer wishes to clarify certain aspects of his offer, he may do so in an additional document that will be subject to the aforementioned preference.

g. Terms of Payment and Structure of Consultant's Invoice

All payment claims must be submitted by means of an invoice to the *Employer's Agent* for review and processing for completed services. The invoice shall clearly indicate the tender number which is the order number, facility and project name. On addition the invoice will have an invoice number, date, *Consultant's* company name, address, bank details, VAT number and company registration number.

The *Consultant* shall be requested at site handover to complete a Logis and BAS Registration form of which needs to be certified by the *Consultant's* Bank that his/her bank details are correct. This will enable the Health Department to do electronic payments.

h. Compensation Events

Compensation Events shall only be considered in isolated cases. All compensation events shall be approved in writing by the *Employer's Agent* for the *Consultant* to action.

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i. Delay in completion

The *Consultant* shall organise the *Service* in such a manner that no delays occur. Delay due to faulty organisation or lack or shortage of labour or co-operation with other parties or to any other cause within the control of the *Consultant* will not be countenanced and full power is reserved by the *Employer's Agent* to order the *Consultant* to expedite the work should the work, in the opinion of the *Employer's Agent*, not progress in a satisfactory way.

j. Health and Safety

It is a requirement of this contract that the *Consultant* shall provide a safe and healthy working environment and to direct all his activities in such a manner that his/her employees and any other persons, who may be directly affected by his activities, are not exposed to hazards to their health and safety. To this end the *Consultant* shall assume full responsibility to conform to all the provisions of the Occupational Health and Safety (OHS) Act No. 85 of 1993 and the Construction Regulations 2014 issued in terms of Section 43 of the Act.

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WORKS INFORMATION

SERVICES AND OTHER THINGS PROVIDED BY THE EMPLOYER

1 **Services and other things provided by the Employer**

The Employer shall conduct Health and Safety and installation works inspections from time to time or as arranged with the consultant.

The Employer shall also make facility sites available as needed for each task and communicate any necessary details for the consultant to gain access to each site.

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WORKS INFORMATION

WORKS SCHEDULES & FORMS

2 **Works schedules & forms**

Schedule 15: Proposed Amendments and Qualifications
Schedule 16: <i>Consultant's</i> proposed work programme
Schedule 17: <i>Consultant's</i> proposed resource allocation
Schedule 18: <i>Consultant's</i> schedule of specialised subconsultants
Schedule 19: <i>Consultant's</i> list of trained and qualified staff

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SCHEDULE 15: PROPOSED AMENDMENTS AND QUALIFICATIONS

The tenderer should record any deviations and qualifications they may wish to make to the tender documents in this Returnable Schedule. Alternatively, the tenderer may state such deviations and qualifications in a covering letter and append such letter to this Schedule. Failure to record deviations or qualifications, including exclusions, omissions and limitations, on this schedule will render them forceless.

The tenderer's attention is drawn to Annexure C clause C2.12 of the Standard Conditions of Tender referenced in the Tender Data regarding the *Employer's* handling of material deviations and qualifications. If no amendments are allowed for this tender, this will be indicated in the table below. If amendments are allowed but none desired by the tenderer, this Schedule is to be marked NIL in the table below.

IMPORTANT: No alternative tender will be considered unless a tender free of qualifications and strictly on the basis of the Tender Documents is also submitted.

Page	Clause or item	Deviation or qualification
		NO ALTERATIONS/AMENDMENTS BY CONSULTANT ARE ALLOWED FOR THIS CONTRACT. TENDERER MUST SIGN THIS SCHEDULE TO ACKNOWLEDGE.

(If not enough space, attach additional pages. If no amendments are desired, mark NIL.)

AUTHORISED SIGNATURE OF TENDERER

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Date:.....
 Number of additional pages appended by the tenderer to this Schedule..... (If nil, enter NIL)

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SCHEDULE 16: CONSULTANT'S PROPOSED WORK PROGRAMME

The Tenderer must append a proposed work breakdown and programme, reflecting the proposed sequence and rate of execution of the various activities comprising the work for the contract, to this schedule page.

This programme must be in the form of a sufficiently detailed bar chart (Gantt chart) or similar acceptable time/activity form reflecting the proposed sequence and rate/duration of the various activities and the quantities of work that will be carried out every week under each of the items comprising the work scope for this contract. Working hours for the execution of this contract must be indicated, and the programme must clearly indicate project milestones where applicable and the critical path of the activities through the work schedule.

The tenderer must take into account all requirements as per the project specifications referenced in the Contract Data of this document when drawing up the work programme.

Project management and works programme

The Tenderer/*Consultant* shall jointly produce a works programme with the *Employer's Agent* within ten (10) working days from accepting this contract.

The proposed Work Programme must indicate:

- a) Project phases, outlining the tasks and activities for each phase and/or work stream in detail;
- b) Project phases and high-level tasks and the time lines of these;
- c) deliverables; and
- d) critical milestones.
- e) Noting time frames are influenced by WCG processes.

The programme should indicate how and when the work streams will be integrated. The project period is for three (3) years, and it will therefore be essential to ensure an efficient and focused planning and design process.

The tenderer should indicate any potential risks to the programme and delivering the required outcomes within the stipulated timeframe. An indication should be given how this will be dealt with.

Details of the Tenderer/*Consultant's* proposed work programme must be appended to this Schedule.

AUTHORISED SIGNATURE

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Number of Proposed Work Programme pages appended by the tenderer to this Schedule.....

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SCHEDULE 17: PROPOSED RESOURCE ALLOCATION

The proposed Resource Allocation Schedule must indicate:

- a) the allocation of resources per phase; and
- b) the number of hours/days allocated for each required personnel as well as for any other personnel the tenderer intends involving in the project.

Details of the Tenderer/Consultant's proposed work programme must be appended to this Schedule.

AUTHORISED SIGNATURE

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Number of Proposed Resource Allocation pages appended by the tenderer to this Schedule

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**WESTERN CAPE GOVERNMENT
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OCCUPATIONAL HEALTH & SAFETY

Tenderers are to note the requirements of the Occupational Health and Safety (OHS) Act No. 85 of 1993 and the Construction Regulations 2014 issued in terms of Section 43 of the Act, including the relevant Department of Labour Notices. The tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.

Aspects to be dealt with in the design of solar photovoltaic systems include:

- a) Dealing with working at height;
- b) Security, access control and the exclusion of unauthorised persons;
- c) The provision and use of temporary services;
- d) Compliance with way leaves, permissions and permits;
- e) Safety equipment, devices and clothing to be employed;
- f) Emergency procedures;
- g) Provision and maintenance of the health and safety file and other documentation.

The *Consultant* is required to ensure that all sub-Consultants or others engaged in the performance of the contract also comply with the above requirements.

AUTHORISED SIGNATURE OF TENDERER

Date:.....

Number of additional pages appended by the tenderer to this Schedule (If nil, enter NIL)

WESTERN CAPE GOVERNMENT: HEALTH DIRECTORATE: SUPPLY CHAIN (INFRASTRUCTURE SOURCING) BID OPENED 11:00	
2024-05-22	
1)..... SIGNED	2)..... SIGNED

WCGHIC009/2023: APPOINTMENT OF A PROFESSIONAL ELECTRICAL ENGINEERING CONSULTANT FOR THE THREE (3) YEARS WITH AN OPTION TO EXTEND THE CONTRACT FOR AN ADDITIONAL TWO YEARS (SUBJECT TO SUPPLIER PERFORMANCE)

**WESTERN CAPE GOVERNMENT
DEPARTMENT OF HEALTH & WELLNESS**

**SCHEDULE 18: CONSULTANT’S SCHEDULE OF SPECIALISED SUBCONSULTANTS
(If Applicable)**

The Tenderer hereby notifies the *Employer* of his intention to use the following **specialised** subconsultants for work in this contract. Acceptance of this tender does not constitute approval of all or any of the listed specialised Subconsultants by the Employer. Should any of the **specialised** Subconsultants not be approved subsequent to acceptance of this tender, this in no way invalidates this tender, and the tendered unit rates for the various items of work remain final and binding, even in the event of a **specialised** Subconsultant not listed below being approved by the *Employer*.

WORK TYPE OR CATEGORY	SUBCONSULTANT (Name, address, contact person, phone, fax, organisation details, experience)	WORK ITEMS (As per pricing schedule)	ESTIMATED COST
TOTAL SUBCONTRACTED AMOUNT (Excluding VAT)			R

(Append separate page if not enough space, or enter NIL if nil)

AUTHORISED SIGNATURE

WESTERN CAPE GOVERNMENT: HEALTH
DIRECTORATE: SUPPLY CHAIN
(INFRASTRUCTURE SOURCING)
BID OPENED 11:00

2024-05-22

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**WESTERN CAPE GOVERNMENT
DEPARTMENT OF HEALTH & WELLNESS**

SCHEDULE 19: CONSULTANT'S LIST OF TRAINED AND QUALIFIED STAFF

The Tenderer must furnish the details of the trained technical staff employed by him/her required for the execution of this contract in the table below. Copies of their qualifications and relevant training must be attached to the completed tender document:

Name and surname of Employee	Highest qualification	Number of years employed by <i>Consultant</i>

WESTERN CAPE GOVERNMENT: HEALTH
 DIRECTORATE: SUPPLY CHAIN
 (INFRASTRUCTURE SOURCING)
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2024-05-22
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 SIGNED SIGNED

NEC3 Standalone PSC3

Please initial: Tenderer & Witness..... Employer & Witness

WCGHIC009/2023: APPOINTMENT OF A PROFESSIONAL ELECTRICAL ENGINEERING CONSULTANT FOR THE THREE (3) YEARS WITH AN OPTION TO EXTEND THE CONTRACT FOR AN ADDITIONAL TWO YEARS (SUBJECT TO SUPPLIER PERFORMANCE)

**WESTERN CAPE GOVERNMENT
DEPARTMENT OF HEALTH & WELLNESS**

PART C4: SITE INFORMATION

SITE INFORMATION

Description of the Site

The site is the extent of geographical locations of all the facilities of WCGHW and within the border of the Western Cape province. The following sites are planned to be implemented via the Framework Agreement and a priority schedule: -

(1) Hospitals: -

- | | |
|-------------------------------------|---------------------------------------|
| Alan Blyth Hospital (Ladismith) | Karl Bremer Hospital (Cape Metropole) |
| Alexandra Hospital (Cape Metropole) | LAPA Munnik Hospital |
| Caledon Hospital | Lentegeur Hospital (Cape Metropole) |
| Citrusdal Hospital | Otto du Plessis Hospital |
| Hermanus Hospital | Stellenbosch Hospital |
| Oudtshoorn Hospital | Stikland Hospital (Cape Metropole) |
| Riversdale Hospital | Uniondale Hospital |
| Swellendam Hospital | Victoria Hospital (Cape Metropole) |
| Helderberg Hospital | |

(2) Clinics Hybrid Inverters with/without solar PV (These to be confirmed via needs/pre-feasibility analysis, the Service agreeing to priority and issued Task Order): -

- | | | |
|-------------------------------|--------------------------------|---------------------------------|
| Bella Vista Clinic | Avenue CDC | Lady Michaelis CDC |
| Bellville South CDC | Laingsburg FPL | Lalie Cleophas Clinic |
| Bothasig CDC | Oudtshoorn FPL | Macassar CDC |
| Buffeljagsrivier Clinic | Parow CDC | McGregor Clinic |
| Clanwilliam Ambulance Station | Strand CDC | Porterville Clinic |
| De Doorns Ambulance Station | Villiersdorp Ambulance Station | Rawsonville Clinic |
| Durbanville CDC | Vredendal Central Clinic | Toekomsrus Clinic |
| Dysselsdorp Clinic | Vredendal North Clinic | Uniondale (Lyonsville) Clinic |
| Goodwood CDC | Botrivier Clinic | Saron Clinic |
| Groendal Clinic | Calitzdorp Ambulance Station | Herbertsdale Satellite Clinic |
| Hanna Coetzee Clinic | Chatsworth Clinic | Lotus River CDC |
| Idas Valley Clinic | Crossroads CDC | Murraysburg Ambulance Station |
| Louville Clinic | Dalvale Clinic | Murraysburg Clinic |
| Montagu Clinic | De Rust Clinic | Phola Park Clinic |
| Nduli Clinic | Dr Abdurahman CDC | Rosemoore Clinic |
| Nolungile CDC | Fisantekraal CDC | Bellville RHC |
| Nyanga CDC | George Ambulance Station | Breerivier Clinic. |
| Scottsdene CDC | Haarlem Clinic | Ceres Clinic |
| Touws River Clinic | Happy Valley Clinic | Hope Street Oral Health Service |
| Tulbagh Clinic | Heidelberg Ambulance Station | Hout Bay Harbour CDC |
| Villiersdorp Clinic | Inzame Zabantu CDC | Kleinville CDC |
| Zolani Clinic | Kranshoek Clinic | Lawaaikamp Clinic |
| Grabouw Ambulance Station | Kylemore Clinic | |
| Gustrouw CDC | Ladismith Clinic | |
| Hout Bay Victoria | | |

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 Please initial: Tenderer & Witness..... Employer & Witness