

#### KWAZULU-NATAL PROVINCE

### PUBLIC WORKS & INFRASTRUCTURE REPUBLIC OF SOUTH AFRICA

**INVITATION TO TENDER: WIMS 077440** 

OF **HEALTH: FULL DESCRIPTION: KZN** DEPARTMENT THE APPOINTMENT **MULTI-DISCIPLINARY** OF Α ENTITY TO PROVIDE AN ARCHITECT (PRINCIPAL AGENT), QUANTITY SURVEYOR, CONSTRUCTION HEALTH & SAFETY AGENT. **ELECTRICAL** ENGINEER, MECHANICAL ENGINEER, CIVIL AND STRUCTURAL ENGINEER FOR GENERAL JUSTICE GIZENGA REGIONAL MPANZA HOSPITAL: MODIFICATIONS TO THE OLD MATERNITY UNIT

#### 1 EVALUATION PROCESS AND CRITERIA

The evaluation criteria will be done in three phases:

#### 1.1 Phase 1: SCM Administrative Compliance

- a) Correctness of bid documents
- b) Registration on the relevant professional council as a Registered Professional

#### 1.2 Phase 2: Mandatory Technical Requirements

(Failure to submit information listed below will lead to immediate disqualification.)

#### 1.2.1 Architect

No.	Mandatory Technical Criteria Description
1.	Proof of confirmation of Professional Indemnity Insurance with minimum value of R5 000 000.00 or more.
	Documentary proof required:  a) An original signed verifiable letter or certified copy of the original letter of confirmation of Professional Indemnity Insurance in the insurance company's letterhead. The letter must be from a registered Financial Services Provider.
2.	Schedule of projects undertaken and successfully completed by the firm in the past seven (7) years. Your appointment scope of work must as a minimum include Stages 2 to 6 with respect

No.	Mandatory Technical Criteria Description		
2.	Schedule of projects undertaken and successfully completed by the firm in the past seven (7) years. Your appointment scope of work must as a minimum include Stages 2 to 6 with respect to the SACAP¹ scope of services or Stage 2 to 7 with respect to the FIDPM² i.e., your scope of appointment as a minimum must include:		
	SACAP	FIDPM	
	Stage 2: Concept and Viability	Stage 2: Concept	
	Stage 3: Design Development	Stage 3: Design Development	
	Stage 4: Documentation and Procurement	Stage 4: Design Documentation	
	Stage 5: Contract Administration and	Stage 5: Works	
	Inspection	Stage 6: Handover	
	Stage 6: Close-out	Stage 7 Close-out	
	Documentary proof required:  a) Schedule of previous work (minimum of twee years in general building construction project) b) Award letters c) Practical completion certificates d) Reference letter(s) confirming the involved schedule (Appendix E)		
3	Details of the key Registered Professional to be must have a minimum of five years' experience		

- a) Organogram with details & role of the lead Registered Professional who will be allocated to this project
- b) CV with a minimum of 3 traceable references.
- c) Certified copies of qualifications not older than 3 months.
- d) Professional Registration certificate with the relevant council. Note: The validity of Professional Registration will also be verified with the relevant councils.

#### 1.2.2 Quantity Surveyor

No.	o. Mandatory Technical Criteria Description	
1	Proof of confirmation of Professional Indemnity Insurance with minimum value of R5 000 000.00 or more.	
	Documentary proof required:	

<sup>&</sup>lt;sup>1</sup> SACAP: South African Council for the Architectural Profession

<sup>&</sup>lt;sup>2</sup> FIDPM: Framework for infrastructure delivery and procurement management

# No. Mandatory Technical Criteria Description a) An original signed verifiable letter or certified copy of the original letter of confirmation of Professional Indemnity Insurance in the insurance company's letterhead. The letter must be from a registered Financial Services Provider.

Schedule of projects undertaken and successfully completed by the firm in the past seven (7) years. Your appointment scope of work must as a minimum include Stages 2 to 6 with respect to the SACQSP<sup>3</sup> scope of services or Stage 2 to 7 with respect to the FIDPM<sup>4</sup> i.e., your scope of appointment as a minimum must include:

SACQSP	FIDPM
Stage 2: Concept and Viability	Stage 2: Concept
Stage 3: Design Development	Stage 3: Design Development
Stage 4: Documentation and Procurement	Stage 4: Design Documentation
Stage 5: Contract Administration and Inspection	Stage 5: Works
Inspection	Stage 6: Handover
Stage 6: Close-out	Stage 7 Close-out

#### Documentary proof required:

- Schedule of previous work (minimum of two projects) completed in the past seven (7) years in general building construction projects (7GB or above).
- b) Letters of appointment.
- c) Practical completion certificates
- d) Reference letter(s) confirming the involvement of the firm in the projects listed in the schedule (Appendix E)
- Details of the key Registered Professional to be assigned to this project the professional must have a minimum of five years experience.

#### Documentary proof required:

- a) Organogram with details & role of the lead Registered Professional who will be allocated to this project
- b) CV with a minimum of 3 traceable references.
- c) Certified copies of qualifications not older than
- d) Professional Registration certificate with the relevant council. Note: The validity of Professional Registration will also be verified with the relevant councils. 3 months.

<sup>&</sup>lt;sup>3</sup> SACQSP: South African Council for the Quantity Surveying Profession

<sup>&</sup>lt;sup>4</sup> FIDPM: Framework for infrastructure delivery and procurement management

#### 1.2.3 **Construction Health & Safety Agent**

No.	Ma	andatory Technical Criteria Description	
Proof of confirmation of Professional Indemnity Insurance with minimum value 000.00 or more.		Insurance with minimum value of R3 000°	
	Documentary proof required:		
	a) An original signed verifiable letter or certified copy of the original letter of confirmation of Professional Indemnity Insurance in the insurance company's letterhead. The letter must be from a registered Financial Services Provider.		
2.	Schedule of projects undertaken and successfully completed by the firm in the past seven (7) years. Your appointment scope of work must as a minimum include Stages 2 to 6 with respect to the SACPCMP <sup>5</sup> scope of services or Stage 2 to 7 with respect to the FIDPM <sup>6</sup> i.e., your scope of appointment as a minimum must include:		
		SACPCMP	FIDPM
		Stage 2: Concept and Viability	Stage 2: Concept
		Stage 3: Design Development	Stage 3: Design Development
		Stage 4: Documentation and Procurement	Stage 4: Design Documentation
		Stage 5: Contract Administration and	Stage 5: Works
		Inspection	Stage 6: Handover
		Stage 6: Close-out	Stage 7 Close-out
	b) c) d)	years in general building construction projective series of appointment.  Practical completion certificates	nent (i.e., stage 2 to 6) of the firm in the
3	Details of the key Registered Professional to be assigned to this project – the profession must have a minimum of five years experience.		
	Do	ocumentary proof required:	
	<ul> <li>a) Organogram with details &amp; role of the lead Registered Professional who will be allocated to this project</li> <li>b) CV with a minimum of 3 traceable references.</li> </ul>		

SACPCMP: South African Council for the Project and Construction Management Professions
 FIDPM: Framework for infrastructure delivery and procurement management

No.	Mandatory Technical Criteria Description	
	<ul> <li>c) Certified copies of qualifications not older than 3 months.</li> <li>d) Professional Registration certificate with the relevant council. Note: The validity of Professional Registration will also be verified with the relevant councils.</li> </ul>	2.

#### 1.2.4 **Civil Engineer**

No.	Mandatory Technical Criteria Description			
1 👼	Proof of confirmation of Professional Indemnity Insurance with minimum value of R3 000 000.00 or more.			
	Documentary proof required:			
	<ul> <li>a) An original signed verifiable letter or certified copy of the original letter of confirmation of Professional Indemnity Insurance in the insurance company's letterhead. The letter must be from a registered Financial Services Provider.</li> </ul>			
	Schedule of projects undertaken and successfully completed by the firm in the past seven (7) years. Your appointment scope of work must as a minimum include Stages 2 to 6 with respect to the ECSA <sup>7</sup> scope of services or Stage 2 to 7 with respect to the FIDPM <sup>8</sup> i.e., your scope of appointment as a minimum must include:			
	ECSA	FIDPM		
	Stage 2: Concept and Viability	Stage 2: Concept		
	Stage 3: Design Development	Stage 3: Design Development		
	Stage 4: Documentation and Procurement	Stage 4: Design Documentation		
	Stage 5: Contract Administration and	Stage 5: Works		
	Inspection	Stage 6: Handover		
	Stage 6: Close-out	Stage 7 Close-out		
	Documentary proof required:			
	a) Schedule of previous work (minimum of two projects) completed in the past seven (7) years in general building construction projects (7GB or above).			
	b) Letters of appointment.			
	c) Practical completion certificates			
	d) Reference letter(s) confirming the involvement of the firm in the projects listed in the			

schedule (Appendix E).

ECSA: Engineering Council of South Africa
 FIDPM: Framework for infrastructure delivery and procurement management

No.	Mandatory Technical Criteria Description
3	Details of the key Registered Professional to be assigned to this project – the professional must be able to demonstrate the Civil Engineering experience and must have a minimum of five years' experience.
	Documentary proof required:
	a) Organogram with details & role of the lead Registered Professional who will be allocated to this project
	to this project b) CV with a minimum of 3 traceable references.
	to this project

#### 1.2.5 Structural Engineer

No. Mandatory Technical Criteria Description					
1.	Proof of confirmation of Professional Indemnity Insurance with minimum value of R3 000 000.00 or more.				
	Documentary proof required:				
	<ul> <li>b) An original signed verifiable letter or certified copy of the original letter of confirmation of Professional Indemnity Insurance in the insurance company's letterhead. The letter must be from a registered Financial Services Provider.</li> </ul>				
2.	Schedule of projects undertaken and successful years. Your appointment scope of work must as	s a minimum include Stages 2 to 6 with respec			
	to the ECSA <sup>9</sup> scope of services or Stage 2 to 7 appointment as a minimum must include:				
		with respect to the FIDPM <sup>10</sup> i.e., your scope o			
	appointment as a minimum must include:				
	appointment as a minimum must include:	FIDPM			
	appointment as a minimum must include:  ECSA  Stage 2: Concept and Viability	FIDPM Stage 2: Concept			
	appointment as a minimum must include:  ECSA  Stage 2: Concept and Viability  Stage 3: Design Development  Stage 4: Documentation and Procurement  Stage 5: Contract Administration and	FIDPM Stage 2: Concept Stage 3: Design Development			
	appointment as a minimum must include:  ECSA  Stage 2: Concept and Viability  Stage 3: Design Development  Stage 4: Documentation and Procurement	Stage 2: Concept Stage 3: Design Development Stage 4: Design Documentation			

 <sup>&</sup>lt;sup>9</sup> ECSA: Engineering Council of South Africa
 <sup>10</sup> FIDPM: Framework for infrastructure delivery and procurement management

No.	Mandatory Technical Criteria Description	
	years in general building construction projects (7GB or above).	
	b) Letters of appointment.	
	c) Practical completion certificates	
	d) Reference letter(s) confirming the involvement of the firm in the projects listed in the schedule (Appendix E)	
3	Details of the key Registered Professional to be assigned to this project – the professional must be able to demonstrate the Structural Engineering experience and must have a minimum of five years experience.	
	Documentary proof required:	
	a) Organogram with details & role of the lead Registered Professional who will be allocated to this project	
	<ul><li>b) CV with a minimum of 3 traceable references.</li><li>c) Certified copies of engineering qualifications not older than 3 months.</li></ul>	
	d) Professional Registration certificate with the relevant council. Note: The validity of Professional Registration will also be verified with the relevant councils.	

#### **Electrical Engineer** 1.2.6

No.	Mandatory Technical Criteria Description			
1.	Proof of confirmation of Professional Indemnity Insurance with minimum value of R3 000 000.00 or more.			
	Documentary proof required:			
	<ul> <li>a) An original signed verifiable letter or certified copy of the original letter of confirmation of Professional Indemnity Insurance in the insurance company's letterhead. The letter must be from a registered Financial Services Provider.</li> </ul>			
	-			
2.	Schedule of projects undertaken and successful years. Your appointment scope of work must as to the ECSA <sup>11</sup> scope of services or Stage 2 to a fappointment as a minimum must include:	s a minimum include Stages 2 to 6 with response		
2.	years. Your appointment scope of work must as to the ECSA <sup>11</sup> scope of services or Stage 2 to 7	s a minimum include Stages 2 to 6 with resp		
2.	years. Your appointment scope of work must as to the ECSA <sup>11</sup> scope of services or Stage 2 to 7 of appointment as a minimum must include:	s a minimum include Stages 2 to 6 with responsible with respect to the FIDPM12 i.e., your scope		
2.	years. Your appointment scope of work must as to the ECSA <sup>11</sup> scope of services or Stage 2 to 7 of appointment as a minimum must include:  ECSA	s a minimum include Stages 2 to 6 with responsible with respect to the FIDPM <sup>12</sup> i.e., your scope		
2.	years. Your appointment scope of work must as to the ECSA <sup>11</sup> scope of services or Stage 2 to 7 of appointment as a minimum must include:  ECSA  Stage 2: Concept and Viability	s a minimum include Stages 2 to 6 with responsive with respect to the FIDPM <sup>12</sup> i.e., your scope FIDPM  Stage 2: Concept		

<sup>&</sup>lt;sup>11</sup> ECSA: Engineering Council of South Africa<sup>12</sup> FIDPM: Framework for infrastructure delivery and procurement management

No.	Io. Mandatory Technical Criteria Description			
	Stage 5: Contract Administration and Stage 6: Ha	andover		
	Stage 6: Close-out Stage 7 Clo	ose-out		
	Documentary proof required:	Documentary proof required:		
<ul> <li>a) Schedule of previous work (minimum of two projects) completed in the years in general building construction projects (7GB or above).</li> <li>b) Letters of appointment.</li> </ul>				
	c) Practical completion certificates			
	d) Reference letter(s) confirming the involvement of the firm in the projects listed in the schedule (Appendix E)			
3	Details of the key Registered Professional to be assigned to this project – the profession must be able to demonstrate the Electrical Engineering experience and must have a mir of five years experience.			
	a) Organogram with details & role of the lead Register allocated to this project b) CV with a minimum of 3 traceable references. c) Certified copies of engineering qualifications not old Professional Registration certificate with the relevan Professional Registration will also be verified with the	er than 3 months. It council. Note: The validity of		

#### Mechanical Engineer 1.2.7

No.	Mandatory Technical Criteria Description
1.:	Proof of confirmation of Professional Indemnity Insurance with minimum value of R3 000 000.00 or more.
	Documentary proof required:
	<ul> <li>a) An original signed verifiable letter or certified copy of the original letter of confirmation of Professional Indemnity Insurance in the insurance company's letterhead. The letter must be from a registered Financial Services Provider.</li> </ul>
2.	Schedule of projects undertaken and successfully completed by the firm in the past seven (7) years. Your appointment scope of work must as a minimum include Stages 2 to 6 with respect to the ECSA <sup>13</sup> scope of services or Stage 2 to 7 with respect to the FIDPM <sup>14</sup> i.e., your scope of appointment as a minimum must include:

 <sup>&</sup>lt;sup>13</sup> ECSA: Engineering Council of South Africa
 <sup>14</sup> FIDPM: Framework for infrastructure delivery and procurement management

Stage 2: Concept
Stage 3: Design Development
Stage 4: Design Documentation
Stage 5: Works
Stage 6: Handover
Stage 7 Close-out
0, 0,

- e) Schedule of previous work (minimum of two projects) completed in the past seven (7) years in general building construction projects (7GB or above).
- f) Letters of appointment.
- g) Practical completion certificates
- h) Reference letter(s) confirming the involvement of the firm in the projects listed in the schedule (Appendix E).
- Details of the key Registered Professional to be assigned to this project the professional must be able to demonstrate the Mechanical Engineering experience and must have a minimum of five years experience.

#### Documentary proof required:

- a) Organogram with details & role of the lead Registered Professional who will be allocated to this project
- b) CV with a minimum of 3 traceable references.
- c) Certified copies of engineering qualifications not older than 3 months.
- d) Professional Registration certificate with the relevant council. Note: The validity of Professional Registration will also be verified with the relevant councils.



#### 1.3 Phase 3: Price and Preference

- a) Price (discount offered) and Specific Goals
- b) Evaluating using the Point System of 80/20 (Price and Specific Goals)

Specific goals for the tender and points claimed are indicated per the table below.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.

The specific goals allocated points in terms of this tender	Auglicable an Mot Applicable	Number of points allocated (80/20 system) (To be completed by the organ of state)
Ownership by Black People.		
Documentary Proof Required:  1) EME or QSE Sworn Affidavit; signed and dated by Commissioner of Oaths.	Applicable	10
Promotion of enterprises located in eThekwini Metropolitan Municipality for work to be done or services to be rendered.  Documentary Proof Required:  1) Proof of Municipal Account depicting Physical Address of the business, which is less than 3 months old. or  2) Lease Agreement. OR  3) Original or certified copy of letter from Ward Councillor, which is less than 3 months old.	Applicable	10

- NB The following special conditions are applicable to the evaluation of this quotation/bid:
- The Department reserves the right not to award to the lowest bidder.

#### 2 Downloading of Bid Documents

Tender documents may be downloaded from the Departmental Website: <a href="https://www.kznworks.gov.za/">https://www.kznworks.gov.za/</a> or collected at no cost prior to the starting time of pretender briefing meeting.

DESCRIPTION: THE APPOINTMENT OF A MULTI-DISCIPLINARY ENTITY FOR KZN

DEPARTMENT OF HEALTH: TO PROVIDE AN ARCHITECT (PRINCIPAL AGENT), QUANTITY SURVEYOR, CONSTRUCTION HEALTH & SAFETY AGENT, ELECTRICAL ENGINEER, MECHANICAL ENGINEER, CIVIL AND STRUCTURAL ENGINEER FOR GENERAL JUSTICE GIZENGA MPANZA REGIONAL HOSPITAL: MODIFICATIONS TO THE OLD MATERNITY UNIT

WIMS NUMBER: 077440 CLOSING DATE: Refer to Advert CLOSING TIME: Refer to Advert

COMPULSORY BRIEFING SESSION: NO

DATE: N/A

TIME: N/A

VENUE: N/A

#### ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Department: KwaZulu-Natal Department of Public Works

Contact Person: Mrs Matu Khumalo

Tel: 063 687 6593

E-mail Address: matu.khumalo@kznworks.gov.za

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

Department: KwaZulu-Natal Department of Public Works

Contact Person Miss Shwetha Ramdeen

Tel: 066 305 2812

E-mail Address: shwetha.ramdeen@kznworks.gov.za

NB: Telegraphic, telephonic, telex, facsimile, e-mail and late Tender Proposals will not be accepted.

#### KWAZULU-NATAL PROVINCIAL GOVERNMENT BIDDING FORMS

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SBD1

# PART A INVITATION TO TENDER

BID NUMBER:	WIMS 077440		CLOSING DATE:	-	BC	CLOSING TIME:	TBC
DESCRIPTION	AN ARCHITE AGENT, ELEC	CT (PRII	NCIPAL AGENT) , ( ENGINEER, MECHA	QUA <mark>N</mark> TIT ANICAL I	Y SURVEYOR ENGINEER, CI	LTI-DISCIPLINARY ENTI CONSTRUCTION HEAVIL AND STRUCTURAL ODIFICATIONS TO THE C	LTH & SAFETY ENGINEER FOR
BID RESPONSE	DOCUMENTS N	MAY BE [	DEPOSITED IN THE E	BID BOX	SITUATED AT	(STREET ADDRESS)	
KZN DEPARTME	NT OF PUBLIC	WORKS	: ETHEKWINI REGIO	NAL OF	FICE		
455A KING CETS	SHWAYO HIGH	WAY					
DURBAN							
4091							
BIDDING PROCE	DURE ENQUIR	IES MAY	BE DIRECTED TO	TECHN	ICAL ENQUIR	ES MAY BE DIRECTED	ГО:
CONTACT PERS	SON Mrs Matu	ı Khumalı	0	CONTA		Miss Shwetha Ramdeen	
TELEPHONE NUMBER	063 68	7 6593		TELEP		066 305 2812	
FACSIMILE NUMBER				FACSIN NUMBE			
E-MAIL ADDRES	ss <u>matu.k</u>	humal	@kznworks.gov.za	E-MAIL ADDRESS		shwetha.ramdeen@	kznworks.gov.z
SUPPLIER INFO	RMATION						
NAME OF BIDDE	ER						
POSTAL ADDRE	SS						
STREET ADDRE	SS						
TELEPHONE NUMBER	CODE				NUMBER		
CELLPHONE NUMBER							
FACSIMILE NUMBER	CODE				NUMBER		
E-MAIL ADDRES	SS						
VAT REGISTRATION NUMBER							
SUPPLIER COMPLIANCE STATUS	TAX COMPLI SYSTEM			OR	CENTRAL SUPPLIER DATABASE No:	MAAA	

SBE	)1
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B-BBEE STATUS LEVEL VERIFICATION	TICK APPLICA	BLE BOX]	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	TICK APPLIC	ABLE BOX]	
CERTIFICATE	☐ Yes	☐ No		Yes	□No	
[A B-BBEE STATUS LEV QUALIFY FOR PREFERE			AFFIDAVIT (FOR EMES & QSEs) N	IUST BE SUBMITTE	D IN ORDER TO	
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes	□ No	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes [IF YES, ANSWEF QUESTIONNAIRE		
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS						
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?						
DOES THE ENTITY HA	DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO					
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?						
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?						
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?						
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.						



### PART B TERMS AND CONDITIONS FOR BIDDING

#### 1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED—(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

#### 2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.3 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.4 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.5 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g., company resolution)

DATE:

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

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

### SECTION B REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

- 1. In terms of the National Treasury Instruction Note, all suppliers of goods and services to the State are required to register on the Central Suppliers Database.
- 2. Prospective suppliers should self-register on the CSD website www.csd.gov.za
- 3. If a business is registered on the Database and it is found subsequently that false or incorrect information has been supplied, then the Department may, without prejudice to any other legal rights or remedies it may have:
  - 3.1 Cancel a bid or a contract awarded to such supplier, and the supplier would become liable for any damages if a less favourable bid is accepted, or less favourable arrangements are made.
  - 3.2 The same principles as set out in paragraph 3 above are applicable should the supplier fail to request updating of its information on the Central Suppliers Database, relating to changed particulars or circumstances.

IF THE SUPPLIER IS NOT REGISTERED AT THE CLOSING TIME OF BID, THE SUPPLIER WILL BE DISQUALIFIED AT THE BID EVALUATION PROCESS.

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

(To be completed by bidder)

THIS IS TO CERTIFY THAT I (name of bidder/authorized representative) WHO
REPRESENTS (state name of bidder)
Number
AM AWARE OF THE CONTENTS OF THE CENTRAL SUPPLIER DATABASE WITH RESPECT TO THE BIDDER'S DETAILS AND REGISTRATION INFORMATION, AND THAT THE SAID INFORMATION IS CORRECT AND UP TO DATE AS ON THE DATE OF SUBMITTING THIS BID.
AND I AM AWARE THAT INCORRECT OR OUTDATED INFORMATION MAY BE A CAUSE FOR DISQUALIFICATION OF THIS BID FROM THE BIDDING PROCESS, AND/OR POSSIBLE CANCELLATION OF THE CONTRACT THAT MAY BE AWARDED ON THE BASIS OF THIS BID.
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE
DATE:



#### **SECTION D**

Applicable		Not Applicable	X
OFFICIAL BRI	EFING SESSION / SITE IN	SPECTION CERTIFICATE	
Bid No.:	WIMS: 077440	ZNT: 05376W	
Service:	DEPARTMENT OF AGENT) , QUANTI AGENT, ELECTRIC STRUCTURAL ENG	NT OF A MULTI-DISCIPLINARY ENTITY HEALTH: TO PROVIDE AN ARCHITECT TY SURVEYOR, CONSTRUCTION HEALTH CAL ENGINEER, MECHANICAL ENGINEER GINEER FOR GENERAL JUSTICE GIZENO TAL: MODIFICATIONS TO THE OLD MATERI	(PRINCIPAL 1 & SAFETY , CIVIL AND 3A MPANZA
Date:	N/A		
Time:	N/A		
Venue:	N/A		
This is to certify	y that (bidder's representati	ve name)	
On behalf of (c	ompany name)		
	pected the site on/_ and the scope of the service	/ (date) and is therefore familie to be rendered.	ar with the
Signature of E	Bidder or Authorized Repr	esentative	
(PRINT NAME	)		
<b>DATE:</b> /			
Name of Depa	rtmental or Public Entity I	Representative	
(PRINT NAME	)		
	Depart	mental Stamp with Signature	

# SECTION E BIDDER'S DISCLOSURE

#### PURPOSE OF THE FORM

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

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

#### BIDDER'S DECLARATION

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / YES / NO members / partners or any person having a controlling interest<sup>15</sup> in the enterprise, employed by the state?
- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below:

Full Name	Identity Number	Name of State Institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

YES / NO

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<sup>&</sup>lt;sup>15</sup> the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

2.2.1	If so, furnish particulars:
2.3	Does the bidder or any of its directors / trustees / shareholders / YES / NO members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?
2.3.1	If so, furnish particulars:
	\$1\$25
DECLAF	RATION
3.	I, the undersigned, (name) in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:
3.1	I have read and I understand the contents of this disclosure;
3.2	I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
3.3	The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium <sup>16</sup> will not be construed as collusive bidding.
3.4	In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
3.5	The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
3.6	There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the

specifications or terms of reference for this bid.

<sup>&</sup>lt;sup>16</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

Signature	Date
	300
Position	Name of Bidder

## SECTION F FORM OF OFFER AND ACCEPTANCE

#### Offer

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

WIMS 077440:

THE APPOINTMENT OF A MULTI-DISCIPLINARY ENTITY FOR KZN DEPARTMENT OF HEALTH: TO PROVIDE AN ARCHITECT (PRINCIPAL AGENT), QUANTITY SURVEYOR, CONSTRUCTION HEALTH & SAFETY AGENT, ELECTRICAL ENGINEER, MECHANICAL ENGINEER, CIVIL AND STRUCTURAL ENGINEER FOR GENERAL JUSTICE GIZENGA MPANZA REGIONAL HOSPITAL: MODIFICATIONS TO THE OLD MATERNITY UNIT

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

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

R 33. 5. 5. 5555	(in figures)	Vice
\$1511, \$1, \$1, \$1511 \$1511 \$1, \$1, \$1, \$1, \$1, \$1, \$1, \$1, \$1, \$	000. W HORSENS H. KO .	Rands (in words)

The offered price, inclusive of value added tax, is

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

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

Company or close corporation:		Natural person or	partnership:
			Arra
			. N. S.
and: whose registration number is:	OR	whose identity nur	nber(s) is / are:
and: whose income tax reference num	ber is:	whose income tax are:	reference number is /
		\$\$\$\$\$\$\$	i,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
AND WHO IS (if applicable):			
Trading under the name and style of:			
X,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			000001111111100000111111000000000000000
AND WHO IS:			
Represented herein, and who is duly a so, by:	uthorised to do	Note:	
Mr/Mrs/Ms:		A resolution / power of attorney, signed by all the directors / members / partners of the legal entity must accompany this offer, authorising the representative to make this offer.	
In his/her capacity as:			
SIGNED FOR THE TENDERER:			
			-
Name of Representative Sign			Date

#### WITNESSED BY:

Name of Witness	Signature	Date

The tenderer elects as its domicilium citandi et executand and all legal notices may be served, as (physical address)	):
Other contact details of Tenderer are:	
Telephone No.: Cellul	ar Phone No.:
Fax No.:	
Postal Address:	
Banker:	

#### Acceptance

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

The terms of the Contract are contained in:

Part C1 Agreements and Contract Data, (which includes this agreement)

Part C2 Pricing Data

Part C3 Scope of Services

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

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

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

Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

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

#### For the Employer

Name of Signatory	Signature	Date

Name of Organisation:	KZN Department of Public Works
Address of Organisation:	455A King Cetshwayo Highway, Mayville, Durban

#### Witnessed by:

Name of Witness	Signature	Date

#### **SECTION G**

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

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

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

#### 1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
  - 1.1.1 the 80/20 system for requirements with a Rand value of up to R 50 000 000 (all applicable taxes included); and
  - 1.1.2 the 90/10 system for requirements with a Rand value above R 50 000 000 (all applicable taxes included)

#### 1.2 To be completed by the organ of state

- (a) The applicable preference point system for this tender is the **80/20** preference point system.
- (b) **80/20** preference point system will be applicable in this tender. The lowest/highest acceptable tender will be used to determine the accurate system once tenders are received.
- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
  - (a) Price, and
  - (b) Specific goals

#### 1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
TOTAL POINTS FOR PRICE AND SPECIFIC GOALS	100

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

#### 2. **DEFINITIONS**

- (a) "tender" means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) "price" means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) "rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) "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; and
- (e) "the Act" means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

#### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 3.1 POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10
$$P_{s} = 80 \left( 1 - \frac{P_{t} - P_{min}}{P_{min}} \right)$$
 or 
$$P_{s} = 90 \left( 1 - \frac{P_{t} - P_{min}}{P_{min}} \right)$$

Where:

 $P_{\rm s}$  = Points scored for price of tender under consideration

 $P_t$  = Price of tender under consideration  $P_{min}$  = Price of lowest acceptable tender

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

#### 3.2.1 POINTS AWARDED FOR PRICE

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

80/20 or 90/10 
$$P_s = 80\left(1 + \frac{P_t - P_{max}}{P_{max}}\right) \qquad \text{or} \qquad P_s = 90\left(1 + \frac{P_t - P_{max}}{P_{max}}\right)$$

Where:

P<sub>s</sub> = Points scored for price of tender under consideration

 $P_t$  = Price of tender under consideration  $P_{min}$  = Price of highest acceptable tender

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

(Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Applicable or Not Applicable	Number of points allocated (80/20 system) (To be completed by the organ of state)
Ownership by Black People.  Documentary Proof Required:  1) EME or QSE Sworn Affidavit; signed and dated by Commissioner of Oaths.	Applicable	10
Promotion of enterprises located in eThekwini Metropolitan Municipality for work to be done or services to be rendered.  Documentary Proof Required:  1) Proof of Municipal Account depicting Physical Address of the business, which is less than 3 months old. or 2) Lease Agreement. OR	Applicable	10

3)	Original or certified copy of letter from Ward Councillor, which is less than 3 months old.	

	DECL	ARATION WITH REGARD TO COMPANY/FIRM
4.3	Name	of company/firm
4.4	Comp	any registration number
4.5	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

- 4.6 I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:
  - (i) the information furnished is true and correct;

[TICK APPLICABLE BOX]

- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- (iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have —
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only

the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and forward the matter for criminal prosecution, if deemed necessary.

(e)

	6.
	SIGNATURE(S) OF TENDERER(S)
SURNAME AND NAME:	0250
DATE:	
ADDRESS:	

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

#### SWORN AFFIDAVIT - B-BBEE EXEMPTED MICRO ENTERPRISE

I, the undersigned,

Full Name & Surname	
Identity Number	

Hereby declare under oath as follows:

The contents of this statement are to the best of my knowledge a true reflection of the facts.

I am a member / director / owner of the following enterprise and am duly authorized to act on its behalf:

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

I hereby declare under Oath that:		
The Enterprise is	_% Black Owned as per Amended Code	Series 100 of the amended
Codes of Good Practice issued un	der section 9 (1) of B-BBEE Act No 53 of	of 2003 as amended by Act
No 46 of 2013,		
The Enterprise is	_% Black Female Owned as per Amend	ed Code Series 100 of the
Amended Codes of Good Practic	ce issued under section 9 (1) of B-BBI	EE Act No 53 of 2003 as
Amended by Act No 46 of 2013,		
The Enterprise is	_% Black Designated Group Owned as	per Amended Code Series
100 of the Amended Codes of God	od Practice issued under section 9 (1) of	B-BBEE Act No 53 of 2003
as Amended by Act No 46 of 2013		
	6 Breakdown as per the definition stated	above:
Black Youth % =	_%	
Black Disabled % =	%	
Black Unemployed % =	%	
Black People living in Rural areas	% =%	
Black Military Veterans % =	%	
Based on the Financial Statemer	nts/Management Accounts and other in	
	, the annual Total Revenue	was R10,000,000.00 (Ten
Million Rands) or less,		
Please Confirm on the below table	the B-BBEE Level Contributor, by ticking	ng the applicable box.
1000/ BL + 0	1 1 O /4050/ D DDEE	
100% Black Owned	Level One (135% B-BBEE	
At least 51% Black Owned	procurement recognition level)	
At least 51% black Owned	Level Two (125% B-BBEE procurement recognition level)	
Less than 51% Black	Level Four (100% B-BBEE	
EC33 than 0170 Black	procurement recognition level)	
oath and consider the oath binding represent in this matter.	ts of this affidavit and I have no objection g on my conscience and on the Owners of a period of 12 months from the date sig	of the Enterprise, which I
Stamp		
Signature of Commissioner of C	Daths	
orginature or commissioner or c	<b>74</b> (1) <b>0</b>	

#### SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE

I, the undersigned,

Full Name and Surname:	
Identity Number:	

Hereby declare under oath as follows:

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

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

I hereby declare under Oath	that:		
	ne Enterprise is% Black Owned as per Amended Code Series 100 of the		
amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as			
amended by Act No 46 of 20			
The Enterprise is% Black Female Owned as per Amended Code Series 100 of the			
Amended Codes of Good Pi	actice issued under section 9 (1) of B-BBEE Act No 53 of	2003 as	
Amended by Act No 46 of 20	013,		
The Enterprise is	% Black Designated Group Owned as per Amend	ed Code Series	
100 of the Amended Codes	of Good Practice issued under section 9 (1) of B-BBEE A	ct No 53 of	
2003 as Amended by Act No	o 46 of 2013,		
Black Designated Group Ow	ned % Breakdown as per the definition stated above:		
Black Youth % =			
Black Disabled % =	%		
Black Unemployed % =	%		
Black People living in Rural	areas % =%		
Black Military Veterans % =	%		
Based on the Financial State	ements/Management Accounts and other information ava	ilable on the	
	, the annual Total Revenue was betw		
R10 000 000 00 (Ten Million	Rands) and R50,000,000.00 (Fifty Million Rands),		
	v table the B-BBEE Level Contributor, by ticking the app	licable box.	
rease committee or the below	table the B BBEE 2000 Contributor, by troking the app		
100% Black Owned	Level One (135% B-BBEE procurement recognition level)		
At least 51% Black Owned	Level Two (125% B-BBEE procurement recognition level)		
in this matter.	g on my conscience and on the Owners of the Enterprise, valid for a period of 12 months from the date signed by cor		
Deponent Signature:			
Date://	<del></del>		
Stamp			
Signature of Commission	or of Ooths		

#### **CONTRACT FORM - RENDERING OF SERVICES**

APPLICABLE	X	NOT APPLICABLE	

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

#### PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

- 2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Proof of tax compliance status;
    - Pricing schedule(s):
    - Filled in task directive/proposal;
    - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations 2022;
    - Bidder's Disclosure form;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
- 3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
- 4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
- 5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
- 6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT):		WITNESSES
CAPACITY:		1
SIGNATURE:	9600;9999	
NAME OF FIRM:	2010 122 1 1 1 2 1 2 1 2 1 2 1 2 1 2 1 2	2.
DATE:	30 · · · · · · · · · · · · · · · · · · ·	DATE:

# **CONTRACT FORM - RENDERING OF SERVICES**

# PART 2 (TO BE FILLED IN BY THE PURCHASER)

1.	I					
2.	An official orde	r indicating service o	delivery instructions is	forthcomi	ng.	
3.			e services rendered in r receipt of an invoice		nce with t	ne terms and conditions of the
DES	CRIPTION OF	SERVICE	PRICE (ALL APPINCLUDED)	LICABLE	TAXES	COMPLETION DATES
4.	I confirm that I	am duly authorised	to sign this contract.			
SIGN	ED AT		ON	l	restriction	······································
NAM	E (PRINT)	, 0 ann	,			
SIGN	IATURE		es:			
OFFI	CIAL STAMP			WITNE	SSES	
				1.	30000 3000	
				2.	2	
				DATE		. 55

#### **SECTION H**

#### GENERAL CONDITIONS OF CONTRACT

## 1. Definitions

The following terms shall be interpreted as indicated:

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

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

#### 2. Application

These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

#### 3. General

Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from <a href="https://www.treasury.gov.za">www.treasury.gov.za</a>

#### 4. Standards

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

#### 5. Use of contract documents and information; inspection.

The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

## 6. Patent rights

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

# 7. Performance security

Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

- a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- · a cashier's or certified cheque

The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

# 8. Inspections, tests and analyses

All pre-bidding testing will be for the account of the bidder.

If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

# 9. Packing

The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

## 10. Delivery and documents

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

Documents to be submitted by the supplier are specified in SCC.

#### 11. Insurance

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

## 12. Transportation

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

#### 13. Incidental Services

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

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

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

#### 14. Spare parts

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

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

#### 15. Warranty

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

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

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

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

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

#### 16. Payment

The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

Payment will be made in Rand unless otherwise stipulated in SCC.

#### 17. Prices

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

# 18. Contract amendments

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

#### 19. Assignment

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

#### 20. Subcontracts

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

# 21. Delays in the supplier's performance

Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

#### 22. Penalties

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

## 23. Termination for default

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

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

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

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

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

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

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

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

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

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

Anti-dumping and countervailing duties and rights

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

in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

# 24. Force Majeure

Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

#### 25. Termination for insolvency

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

#### 26. Settlement of Disputes

If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

Notwithstanding any reference to mediation and/or court proceedings herein,

- the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- the purchaser shall pay the supplier any monies due the supplier.

# 27. Limitation of liability

Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

- the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect
  or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs,
  provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or
  damages to the purchaser; and
- the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## 28. Governing language

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

#### 29. Applicable law

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

#### 30. Notices

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

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

#### 31. Taxes and duties

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

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

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

# 32. National Industrial Participation (NIP) Programme

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

## 33. Prohibition of Restrictive practices

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

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

# **SECTION I**

## SPECIAL CONDITIONS

This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2022; the General Conditions of Contract (GCC) and the following applicable other Special Conditions of Contract.

- 1. Supplier must be registered on CSD to be awarded.
- 2. Supplier must deliver as per the specification provided.
- 3. Should bidders not quote for all items, they will be considered as being non-responsive.
- 4. The total quotation price must be inclusive of the cost of the supply, delivery.
- 5. The Department reserves the right not to award to the lowest bidder.
- 6. The Department reserves the right to conduct a detailed risk assessment prior to the award.
- 7. The offers must remain valid for a period of 120 days from the closing date of the submission of bids.
- 8. The form of contract applicable for this bid is the Standard Professional Services Contract.

# **SECTION J**

## TAX COMPLIANCE STATUS

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

TAX NUMBER	<b>t</b>		
PIN NUMBER			

# **SECTION K**

# **AUTHORITY TO SIGN A BID**

## A. COMPANIES

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

AUTHORITY B	Y BOARD OF	DIRECTORS			
By resolution passed by the Board of Directors on					
Mr/Mrs/Miss duly authorised	to sign all doc	uments in connection with this bi	(whose signature appears below) has been id on behalf of		
(Name of Comp	(Name of Company)				
IN HIS/HER CA	PACITY AS:				
SIGNED ON BI (PRINT NAME)		MPANY:			
SIGNATURE O	F SIGNATOR	Y:	DATE:		
WITNESSES:	1				
	2				
SOLE PROPRI	ETOR (ONE -	PERSON BUSINESS)			
I, the undersig	ned		hereby confirm that I am the sole		
owner of the bu	siness trading	as			
SIGNATURE		 DA	 TF		
(PRINT NAME)	)	DA			
PARTNERSHI	P				
The following p	articulars in re	spect of every partner must be fu	urnished and signed by every partner:		
Full name of pa	artner	Residential address	Signature		
	140140144000111111111111111111111111111				
		••••••			
	<b>61004304748848</b>	********			
		in the business trading as			

	hereby authorised					
	SIGNATURE (PRINT NAME)	SIGNATURE (PRINT NAME)	SIGNATURE (PRINT NAME)			
	DATE	DATE	DATE			
D.	CLOSE CORPORATION					
	corporation shall be included	ation submitting a bid, a certified with the bid, together with the corporation to sign the documer	d copy of the Founding Statement of such resolution by its members authorising a nts on their behalf.			
	By resolution of members at a	meeting on	. 20 at			
	M	lr/Mrs/Miss	, whose signature			
	appears below, has been auth	norised to sign all documents in c	onnection with this bid on behalf of (Name			
	of Close Corporation)					
	SIGNED ON BEHALF OF C (PRINT NAME)	LOSE CORPORATION:				
	IN HIS / HER CAPACITY AS:		DATE:			
	SIGNATURE OF SIGNATOR	Y:	35			
	WITNESSES: 1.					
	2.		30 10 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1			
Ε.	CO-OPERATIVE					
	A certified copy of the Constitution of the co-operative must be included with the bid, together with the resolution by its members authoring a member or other official of the co-operative to sign the bid documents on their behalf.					
	By resolution of members at a	meeting on #	20 at			
	Mr/Mrs/Miss, whose signature appears below, has been					
	authorised to sign all documents in connection with this bid on behalf of (Name of co-operative					
	SIGNATURE OF AUTHORISED REPRESENTATIVE / SIGNATORY:(PRINT NAME)					
	IN HIS/HER CAPACITY AS:		DATE:			
	SIGNED ON BEHALF OF CO-OPERATIVE:					
	NAME IN BLOCK LETTERS:					

WITNESSES:	1,	**************************************
	2.	
JOINT VENTUR	E	
duly authorised as to	representatives or sign any contrac his bid and/or co	sertified copy of the resolution/agreement passed/reached signed by the of the enterprises, authorising the representatives who sign this bid to do at resulting from this bid and any other documents and correspondence in ontract on behalf of the joint venture must be submitted with this bid, before bid.
AUTHORITY TO	SIGN ON BEH	ALF OF THE JOINT VENTURE
By resolution/ag	reement passed	/reached by the joint venture partners on
Mr/Mrs/Miss		, Mr/Mrs/Miss,
Mr/Mrs/Miss		and Mr/Mrs/Miss
(whose signature bid on behalf of:	es appear below	r) have been duly authorised to sign all documents in connection with this
(Name of Joint \	/enture)	
IN HIS/HER CA	PACITY AS:	
SIGNED ON BE (PRINT NAME)	HALF OF (COM	IPANY NAME):
SIGNATURE:		DATE:
IN HIS/HER CA	PACITY AS:	
SIGNED ON BE (PRINT NAME)	HALF OF (COM	IPANY NAME):
SIGNATURE:		DATE:
IN HIS/HER CA	PACITY AS:	
SIGNED ON BE (PRINT NAME)	HALF OF (COM	IPANY NAME):
SIGNATURE:		DATE:
IN HIS/HER CA	PACITY AS:	
SIGNED ON BE (PRINT NAME)	HALF OF (COM	//PANY NAME):
SIGNATURE:		

# G. ÇONSORTIUM

F.

If a bidder is a consortium, a certified copy of the resolution/agreement passed/reached signed by the duly authorized representatives of concerned enterprises, authorising the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence

in connection with this bid and/or contract on behalf of the consortium must be submitted with this bid, before the closing time and date of the bid.

# 

(PRINT NAME)

# SECTION L

# TERMS OF REFERENCE

1.1 The General Justice Gizenga Mpanza Regional Hospital has shifted its focus to the care of respiratory diseases, such as TB wards that were previously accommodated in Parkhomes and Paediatric care. Also included in the Parkhomes are MMC, Urology and Occupational Therapy which will also be relocated in this project.  The upgrade to the kitchen has been a long-standing matter, with the increase in patient numbers placing a great strain on the already fragile kitchen facility. Therefore, with the re-location of the workshops in the Bulk Store, Archives and Fencing project, there is the opportunity to renovate this building for a more suitable function.  The long-term masterplan of the Hospital does not include the construction of a new Mother's Lodge. Therefore, it is recommended that the existing Mothers Lodge is refurbished to meet current standards.  1.2 Site The site is located at 23A King Shaka Street, KwaDukuza.  PURPOSE  2.1 The Department is seeking bids from experienced and skilled Registered Professional firms to provide services at Department of Health: General Justice Gizenga Mpanza Regional Hospital for modifications to the old maternity unit.  The Registered Professionals will be appointed for stages 2 – 6 as per the guideline scope of services on Government Gazette applicable to their profession. The Department is to invite bids from an entity who has the relevant capacity and expertise to provide professional services at General Justice Gizenga Mpanza Regional Hospital: Modifications to the old maternity unit.  3 SCOPE OF WORK  3.1 OC-o-ordination of all required design components and buildings in accordance with the Master plan  OExternal Works design and co-ordination of hospital planning reconfiguration such access roads, entrances, relocation, landscaping and demolitions as required for the areas of intervention  OSite fire compliance for the Hospital.  OThe areas of intervention are as follows:  • RENOVATE GYNAE AND POST NATAL WARDS TO ACCOMMODATE MALE AND FEMALE TB WARDS  OR Replace floor	_	DA OKODOLIND				
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		RARU UNIT:				

Convert area at ambulance emergency entry to accommodate for 4-6 x patient holding beds, 1x anteroom adjoining Assessment/treatment room- Design not to impede on ambulance flow. RARU unit to remain as permanent structure.

#### KITCHEN:

Workshop building to be converted to new kitchen. Kitchen to be located from the current position at the staff residences. New Workshop to be constructed as per Bulk Store, Archives and Fencing Project. Additional building area to be added to be complaint.

# • OT, MMC, UROLOGY:

These services are currently operating from Parkhomes. It is required that all parkhomes are vacated and that this space is used more effectively. It is proposed that these services are relocated to a new position as indicated, with donor Parkhome relocated to new position.

#### REFURBISHMENT OF MOTHERS LODGE:

This was originally a pediatric ward which was converted to a Mothers Lodge 20 years ago. The infrastructure has not been well maintained and does not meet the standards for a Mother's Lodge. Therefore, this space is to be upgraded.

#### 4. DELIVERABLES

Detailed deliverables from the consultants are as per the schedule of relevant Government Gazettes in Table 1 below. Consultants are required to undertake the project through all stages, as per the respective government gazettes and Departmental conditions of appointment of consultants.

Table 1

Discipline	Applicable Gazette
Registered Professional Architect	Gazette No. 51352 Board Notice 672 of 2024
Registered Professional Quantity	Gazette No. 52152 Board Notice 741 of 2025
Surveyor	
Registered Professional Construction	Gazette No. 42697 Board Notice 167 of 2019
Health & Safety Agent	
Registered Professional Electrical	Gazette No. 52691 Board Notice 783 of 2025
Engineer	
Registered Professional Mechanical	Gazette No. 52691 Board Notice 783 of 2025
Engineer	
Registered Professional Civil Engineer	Gazette No. 52691 Board Notice 783 of 2025
Registered Professional Structural	Gazette No. 52691 Board Notice 783 of 2025
Engineer	

The multi-disciplinary entity is to provide a full team of the following experienced and skilled professional consultants

- Registered Professional Architect and Principal Agent- PrArch
- Registered Professional Quantity Surveyor PrQS
- Registered Construction Health & Safety Agent PrCHSA
- Registered Professional Civil Engineer PrEng
- Registered Professional Structural Engineer- PrEng
- Registered Professional Electrical Engineer PrEng
- Registered Professional Mechanical Engineer PrEng

The services required for the full rollout are inclusive of stages 2-6 in sequential order as detailed in the relevant gazette contained in Table 1 of this section whilst also in concordance with the FIDPM stages. Each stage to obtain approval from IPAC before proceeding with the next.

THE REQUESTED DISCIPLINES WILL PROVIDE THE SERVICES AS STATED HEREIN ABOVE NOT WITHSTANDING THE STANDARD SERVICES AS SET OUT IN THEIR RESPECTIVE GAZETTES

#### 5. STAGE APPROVALS

Departmental projects are subject to Stage approvals in terms of IDMS. Completion of each stage will therefore be confirmed by approval from the Department's Infrastructure Projects Approval Committee (IPAC). A copy of IPAC Terms of Reference and Procedures will be forwarded on request.

Department of Health projects may be further subjected to approval at DOH Health Infrastructure Approval Committee (HIAC). A copy of HIAC Terms of Reference and Procedures will be forwarded on request

#### 6. FEE STRUCTURE

- 6.1 The Consultants will be remunerated using the appropriate fee guideline as listed in Table 1 of 4.1
- 6.2 The estimated total construction cost for the project is R 45 480 091, 68 including VAT
- 6.3 For fee value structure allow for the following percentages:

Table 2

	142.5 =
Discipline	% time with Documentation + % on site
Architect	100%
Quantity Surveyor	100%
Construction Health & Safety Agent	100%
Electrical Engineer	100%
Mechanical Engineer	100%
Civil	100%
Structural Engineer	100%

- 6.4 Your quote is to be based upon the relevant Guidelines for tariff (as per 6.1 above), less percentage discount.
- Disbursements as published in the monthly National Department of Public Works "Rates for Reimbursable Expenses" shall be used as a guideline. Discount can also be offered in this regard, but maximum rate applicable shall be for vehicles up to 2150cc.
- You are requested to submit your bid using the specified **Basis of Appointment** on your company letterhead duly signed by the Registered Professional who will be dedicated to this project and is based at the office address where the project is intended to be awarded within five (5) working days.

# 7. CONDITIONS OF APPOINTMENT

7.1 The appointed entity will be working with other appointed professionals who are responsible for Architectural, Quantity Surveying, Construction Health & Safety Agent, Civil Engineering and Structural Engineering, Electrical Engineering and Mechanical services. This can be submitted by way of an organogram with details of the Registered Professional who will be leading each discipline and detailed

	curriculum vitas of the proposed professional/s. Where a resource/professional is being outsourced, a contract or agreement between both parties is to be submitted.
7.2	You will be expected to attend a minimum of 2 site meetings per month which only will be paid for, based on attendance during the construction process.
7.3	Consultants must submit all returnable documents as listed on Appendix B herein. Failure to submit all the requested documents could result in the quote not being considered
7.4	Your detailed organogram is to provide details of the various professionals. Registered Professional Architect (PrArch), Registered Professional Quantity Surveyor (PrQS), Registered Professional Construction Health & Safety Agent (PrCHSA), Registered Professional Civil Engineer (PrEng), Registered Professional Electrical Engineer (PrEng), Registered Professional Mechanical Engineer (PrEng), Registered Professional Structural Engineer (PrEng) who will be dedicated to this project. Approval must be made in writing to the Department for any replacement of the designated professional/s.
7.5	Appointment will be as per Departmental Standard Conditions of Appointment for the respective Discipline.
7.6	The estimated project construction duration is 18 Months

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

# <u>ARCHITECT - PRINCIPAL AGENT</u>

The Architect will be expected to lead the design team as the Principal Agent. All co-ordination of information and reporting to the client will be the responsibility of the Principal Agent who will report to the Department of Public Works Project Leader.

This appointment will be done in terms of the Department's Conditions and Procedures under which

Consultant Architects in Private Practice are Commissioned (January 2003 Version) a copy of which will be forwarded on request.

The minimum standard services the architect will be expected to deliver which are as per Government Gazette No: 51352 BN 672 of 2024 are:

# Stage 2: Concept and viability (Concept design)

- a) Prepare an initial design concept and advise on;
  - i) The intended space provisions and planning relationships
  - ii) Proposed materials and intended building services; and
  - ii) The technical and functional characteristics of the design.
- b) Check for conformity of the concept with the rights to the use of the land.
- c) Consult with local and statutory authorities.
- d) Review the anticipated costs of the project
- e) Review the project programme

- a) Develop all aspects of the design from client approved concept design to full development including, but not limited to, construction systems, materials, fittings and finishes selections;
- b) Review the programme and budget with the client, principal consultant or other consultants;
- c) Coordinate other consultants designs into building design;
- d) Prepare design development drawings including drafting technical details and material specifications;
- e) Discuss and agree on the building plan application and approval requirements with the local authority

# Stage 4: Documentation and procurement

# Stage 4.1

- a) Prepare documentation required for local authority building plan application submission;
- b) Co-ordinate technical documentation with the consultants and complete primary co-ordination sufficient to support building plan submission;
- c) Review the costing and programme with the consultants;
- d) Obtain the client's authority, and submit documents for approval at the local authority.

# Stage 4.2

- a) Prepare specifications for the works;
- b) Complete technical documentation sufficient for tender;
- c) Obtain offers for the execution of the works (where required);
- d) Evaluate offers, and recommend a successful tenderer for appointment (where required);
- e) Prepare the contract documentation and arrange the signing of the building contract by the client and the successful tenderer;
- f) Complete all remaining technical and construction documentation and coordinate same with the consultants;

## Stage 5: Construction

- a) Administer the building contract:
- b) Give possession of the site to the contractor (where required)
- c) Issue construction documentation;
- d) Review sub-contractor designs, shop drawings and documentation for conformity of design intent;
- e) Inspect the works for conformity with the contract documentation and acceptable quality in terms of the industry standards as well as client's standards (IUSS);
- f) Administer and perform the duties and obligations assigned to the principal agent in the building contract:
- g) Manage the completion process of the project;
- h) Assist the client in obtaining the required documentation necessary for the client to obtain the occupation certificate.

# Stage 6: Close-out

- a) Facilitate the project close-out including the collation of the necessary documentation to effect completion, handover and operational manual of the project.
- b) When the contractor's obligations with respect to the building contract have been fulfilled, the architectural professional shall issue the certificates related to the contract completion (where required)
- c) Provide the client with construction record documentation and the relevant technical and contractual undertakings by the contractor and sub-contractors.

# **QUANTITY SURVEYOR**

The recommended services below are the minimum, but are not limited to, for the successful and complete finalization of the project (services to be provided are in accordance with Government Gazette No.52152 BN 741 of 2025, the below listed Recommended Services and Client Specific deliverables):

# Stage 2: Concept and viability (Concept design)

- a) Consolidate with the principal agent on the documentation program
- b) Attend design and consultant meetings
- c) Review and provide input on design concepts and viability of projects
- d) Acquiring cost estimates from consultant team
- e) Preparing cost estimates
- f) Assist client on preparing financial feasibility

# Stage 3: Design Development

- a) Review documentation program
- b) Attend design and consultant meetings
- c) Evaluate design and advise on cost control
- d) Review of financial feasibility
- e) Prepare detailed cost estimates

# Stage 4: Documentation and procurement

- a) Attend consultant and design meetings
- b) Assist and advise PA on formulation of procurement method of contractors and subcontractors
- c) Review working drawings to comply with construction budget
- d) Prepare contract documentation for contractor and subcontractors
- e) Calling on tenders and negotiating prices
- f) Financial evaluation of tenders received
- g) Prepare contract documentation for client signature

# Stage 5: Construction

- a) Attend site handover
- b) Prepare cash flow predictions
- c) Prepare estimates for variations
- d) Attend site, progress and technical meetings on and off site
- e) Resolving financial claims from contractors
- f) Assist with resolution of contractual claims

- g) Prepare and update cost reports for cost control
- h) Prepare payment certificates for monthly payments
- i) Prepare draft and progressive final accounts

# Stage 6: Close-out

- a) Prepare monthly payment certificates
- b) Conclude and finalise final accounts

# **CONSTRUCTION HEALTH & SAFETY AGENT**

The recommended services below are the minimum, but are not limited to, for the successful and complete finalization of the project (services to be provided are in accordance with Government Gazette No. 42697 BN. 167 of 2019, the below listed Recommended Services and Client Specific deliverables):

## STAGE 2 - CONCEPT AND FEASIBILITY

Definition Finalisation of the project concept and feasibility.

# **Amended Standard Services Pertaining to this Contract**

- Agree the documentation programme with the principal consultant and other consultants
- Review and evaluate design concepts and advise on construction project health and safety in conjunction with the other consultants
- Review, update and agree the construction project health and safety risk profile and prepare the construction health and safety policy for the construction project
- Monitor the implementation of the appropriate specialists health and safety plans, including periodic audits
- · Agree the format and procedures for health, safety and hygiene construction project control
- Advise and agree with the other consultants regarding their construction project health and safety requirements and related design risk management responsibilities

# STAGE 3 - DESIGN DEVELOPMENT

- Review the documentation programme with the principal consultant and the other consultants
- Monitor the integration of health and safety aspects for constructability, maintainability and operation ability of the structure during the design process and finalise the construction project baseline risk assessment
- Monitor the implementation of necessary construction health and safety plans, including periodic audits for early works
- Assist the cost consultant with detailed information for initial construction project health and safety cost estimates/budgets

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#### STAGE 4 - TENDER DOCUMENTATION AND PROCUREMENT

- · Assist in developing a clear construction project health and safety procurement process
- Finalise construction project tender health and safety specifications and integrate with procurement documentation
- Provide and record construction project health, safety, hygiene and design risk information to the principal consultant and other consultants
- Prepare construction project health and safety documentation for submission to authorities

#### STAGE 5 - CONSTRUCTION DOCUMENTATION AND MANAGEMENT

- Assess, discuss, negotiate and approve the contractor(s) construction project health and safety plans
- Submit necessary construction health and safety documentation to authorities and facilitate permits that may be required to commence the construction work
- Attend site handover meetings and lead construction project health and safety mobilisation and access plans
- Attend regular site, technical and progress meetings
- Prepare revised construction project health and safety risk profile, specifications and cost estimates/budgets where there is scope of work changes
- Monitor the implementation of the construction project health and safety plans in accordance with the construction project health and safety specification and further scope of work changes and recommend stop work orders where necessary
- · Monitor design risk management
- Perform incident and accident investigations where necessary
- Audit compliance with the construction project health and safety plans and brief the project management team and contractor(s) following site audits
- Conduct construction health and safety management system audits
- Facilitate construction health and safety system and plans reviews for continual improvement
- Monitor the compilation of the construction project health and safety file by the contractor(s)
- Prepare and maintain the consolidated health and safety file
- Prepare the structure commissioning health and safety plans

# STAGE 6 - PROJECT CLOSE - OUT

- Review, discuss and approve the health and safety file with the contractor(s) and manage the construction project health and safety during the defect's liability period
- Cancel all construction project health and safety legal appointments

- Prepare the health and safety operations and maintenance report
- Prepare the consolidated construction project health and safety close out report

# ADDITIONAL RELATED SERVICES

- Provide advice to the Client on health and safety competence and resources of up to [number] proposed designers prior to arrangements being made for design work to begin.
- Prepare [number] additional copies of the health and safety file.
- Prepare [number] copies of abstracts of the health and safety file for delivery to tenants by the Client/Owner's (The contents of the abstracts to be determined in consultation with the Client/Owner's legal advisors).
- Seek the co operation of and co operate with anyone else involved in a construction project at an adjoining site so far as necessary to enable them to perform their duties under the Construction Regulations.
- Facilitate co operation and co ordination in relation to duty holders on adjoining construction sites as it may affect the project; ensuring that suitable arrangements are made and implemented for the co ordination of health and safety measures during planning and preparation for the construction phase.
- Keep a record of the health and safety file.
- Convert the health and safety files on other projects to match Client/ Owner's electronic format.
- Carry out necessary inspections at the appropriate stages to verify that the construction of the relevant structure is carried out in accordance with the design.
- To stop any contractor from executing any construction work that is not in accordance with the relevant design's health and safety aspects.
- Assist in the development of maintenance schedules for the Client/Owners completed structure.
- Inspect the structure on behalf of the Client/Owner once every six (6) months for the first two (2) years on completion of the structure and then yearly thereafter, to ensure the structure remains safe for continued use and records are kept of such in the structures health and safety file

# **ELECTRICAL ENGINEER**

The recommended services below are the minimum, but are not limited to, for the successful and complete finalization of the project (services to be provided are in accordance with Government Gazette No. 52691 BN. 783 of 2025, the below listed

# Stage 2 - Concept and Viability (often called preliminary design)

- 1. Agree documentation programme with principal agent or consultant and other consultants involved.
- 2. Attend design and consultants' meetings.
- 3. Establish the concept design criteria.
- 4. Prepare initial concept design and related documentation.

- 5. Advise the client regarding further surveys, analyses, tests and investigations that may be required.
- 6. Establish regulatory authorities' requirements and incorporate into the design.
- 7. Refine and assess the concept design to ensure conformance with all regulatory requirements and consents.
- 8. Establish access, utilities, services and connections required for the design.
- 9. Participate in coordinated design interfaces with architect or other consultants involved.
- 10. Prepare process designs (where required), preliminary designs, and related
- 11. documentation for approval by authorities and client and suitable for costing.
- 12. Provide cost estimates and life cycle costs, as required.
- 13. Liaise, co-operate and provide necessary information to the client, principal consultant and other consultants involved.

# Deliverables will typically include:

- concept design
- · schedule of required surveys, tests and other investigations and related reports
- process design
- preliminary design
- undertake soil resistivity test for lightning protection design
- · cost estimates, as required.

# Stage 3 - Design Development (also termed detailed design)

- 1. Review documentation programme with principal consultant and other consultants involved.
- 2. Attend design and consultants' meetings.
- 3. Incorporate client's and authorities' detailed requirements into the design.
- 4. Incorporate other consultants' designs and requirements into the design.
- 5. Prepare design development drawings including draft technical details and specifications.
- 6. Review and evaluate design and outline specification and exercise cost control.
- 7. Prepare detailed estimates of construction cost.
- 8. Liaise and provide necessary information to the principal consultant and other consultant involved.
  - 9. Submit the necessary design documentation to local and other authorities for approval.

Deliverables will typically include:

- design development drawings
- outline specifications
- · local and other authority submission drawings and reports
- detailed estimates of construction costs.

# Stage 4 - Documentation and Procurement

- 1. Attend design and consultants' meetings.
- 2. Prepare specifications and preambles for the works.
- 3. Accommodate services design.
- 4. Check cost estimates and adjust designs and documents, if necessary, to remain within budget.
- 5. Formulate the procurement strategy for contractors or assist the principal consultant where relevant.
  - 6. Prepare documentation for contractor procurement.
  - 7. Review designs, drawings and schedules for compliance with approved budget.
  - 8. Call for tenders and/or negotiation of prices and/or assist the principal consultant or quantity surveyor where relevant.
  - 9. Liaise, co-operate and provide necessary information to the principal consultant and the other consultants as required.
  - 10. Evaluate tenders.
  - 11. Prepare contract documentation for signature.
  - 12. Assess samples and products for compliance and design intent.
  - 13. Assist in pricing, documentation and tender evaluation as required when the detailed services for these activities are provided by others.

# Deliverables will typically include:

- specifications
- · services co-ordination
- working drawings
- budget construction cost
- tender documentation
- tender evaluation report
- tender recommendations
- priced contract documentation.

# Stage 5 - Contract Administration and Inspection

Defined as: Manage, administer and monitor the construction contracts and processes including preparation and coordination of procedures and documentation to facilitate practical completion of the works.

- 1. Attend site handover.
- 2. Issue construction documentation in accordance with the documentation schedule including, in the case of structural engineering, reinforcing bending schedules and detailing, and specifications of structural steel sections and connections.
- 3. Carry out contract administration procedures interms of the contract.
- 4. Prepare schedules of predicted cash flow.
- 5. Prepare pro-active estimates of proposed variations for client decision-making.
- 6. Attend regular site, technical and progress meetings.
- 7. Inspect the works for conformity to contract documentation as described under Clause 3.3.2.
- 8. Review the outputs of quality assurance procedures and advise the contractor and client on adequacy and need for additional controls, inspections and testing.
- 9. Adjudicate and resolve financial claims by contractors.
- 10. Assist in the resolution of contractual claims by the contractor.
- 11. Establish and maintain a financial control system.
- 12. Clarify details and descriptions during construction as required.
- 13. Prepare valuations for payment certificates to be issued by the principal agent.
- 14. Witness and review of all tests and mock-ups carried out on site.
- 15. Check and approve contractor drawings for compliance with contract documents.
- 16. Update and issue drawings register.
- 17. Issue contract instructions as and when required.
- 18. Review and comment on operation and maintenance manuals, guarantee certificates and warranties.
- 19. Inspect the works and issue practical completion and defects lists.
- 20. Arranging for the delivery of all test certificates, including any Certificates of Compliance, statutory and other approvals, and record drawings and operating manuals.

Deliverables will typically include:

- · schedules of predicted cash flow
- construction documentation
- drawing register
- estimates for proposed variations
- contract instructions
- financial control reports
- valuations for payment certificates

- · progressive and draft final accounts
- practical completion and defects list
- all statutory certification and certificates of compliance as required by the local and other statutory authorities.

# Stage 6 - Close-Out

Defined as: Fulfil and complete the project close-out, including necessary documentation to facilitate effective completion, handover and operation of the project.

- 1. Inspect and verify the rectification of defects.
- 2. Receive, comment and approve relevant payment valuations and completion certificates.
- 3. Prepare and/or procure operations and maintenance manuals, guarantees and warranties.
- 4. Prepare and/or procure as-built drawings and documentation.
- 5. Conclude the final accounts where relevant.

Deliverables will typically include:

- · valuations for payment certificates
- · works and final completion lists
- · operations and maintenance manuals, guarantees and warranties
- as-built drawings and documentation
- · final accounts.

# Additional services pertaining to all stages of the project

- 1. All services related to defining the scope of work, previously carried out under Clause
- 3.1, planning, studies, investigations and assessments, and that are normally paid for on a time and cost basis.
- 2. Enquiries not directly concerned with the works and its subsequent utilisation.
- 3. Valuation for purchase, sale or leasing of plant, equipment, material, systems, land or buildings or arranging for such valuation.

- 4. Making arrangements for way leaves, servitudes or expropriations.
- 5. Negotiating and arranging for the provision or diversion of services and or infrastructure not forming part of the works.
- 6. Additional work in obtaining the formal approval of the appropriate government departments or public authorities, including the making of such revisions as may be required as a result of decisions of such departments or authorities arising out of changes in policy, undue delay, or other causes beyond the consulting engineer's control.
- 7. Additional work related to monitoring as required by any government departments or authorities to facilitate regulatory approvals and certification (e.g. Mines Health and Safety Act, 29 of 1996).
- 8. Topographical and environmental surveys, analyses, tests and site or foundation or other investigations, model tests, laboratory tests and analyses carried out on behalf of the client.
- 9. Setting out or staking out the works and indicating any boundary beacons and other reference marks.
- 10. Preparation of drawings for manufacture and installation or detailed checking of such for erection or installation fit.
- 11. Detailed inspection, reviewing and checking of designs and drawings not prepared by the consulting engineer and submitted by any contractor or potential contractor as alternative to those embodied in tender or similar documents prepared by the consulting engineer.
- 12. Inspection and testing, other than on site, of materials and plant, including inspection and testing during manufacture.
- 13. Preparing and setting out particulars and calculations in a form required by any relevant

authority.

- 14. Abnormal additional services by or costs to the consulting engineer due to the failure of a contractor or others to perform their required duties adequately and on time.
- 15. Executing or arranging for the periodic monitoring and adjustment of the works, after final handover and completion of construction and commissioning, to optimise or maintain proper functioning of any process or system.
- 16. Investigating or reporting on tariffs or charges leviable by or to the client.
- 17. Advance ordering or reservation of materials and obtaining licences and permits.
- 18. Preparing detailed operating, operation and maintenance manuals.
- 19. Preparing record drawings on designs done by others or related to alterations to existing works.
- 20. Additional services, duties and/or work resulting from project scope changes, alterations and/or instructions by the client, or his duly authorised agents, requiring the consulting engineer to advice upon, review, adapt and/or alter his completed designs and/or any other documentation and/or change the scope of his services and/or duties. Such additional services are subject to agreement in writing between the consulting engineer and the client prior to the execution thereof.
- 21. Work and or services related to targeted procurement that could entail, but is not necessarily limited to any or all of the following:
  - Incorporation of any targeted participation goals, the measuring of key participation indicators.
  - The selection, appointment and administration of participation.
  - Auditing compliance to the above by any contractors and/or professional consultant.
- 22. Exceptional arrangements, communication, facilitation and agreements with any stakeholders other than the client and contractors appointed for the works on which the consulting engineer provides services.

- 23. Any other additional services, of whatever nature, specifically agreed to in writing between the consulting engineer and the client.
- 24. Building Information Modelling (BIM) compliancy. Where BIM is a specified project requirement, the appointment a BIM manager, the preparation and approval by the client of the BIM Execution Plan and the additional effort over conventional projects to set up the project to be fully BIM compliant as required by the client.

The appointed Electrical Engineer will also be responsible for delivering the following services:

Conduct Soil Resistivity Tests for L.P.D

# MECHANICAL ENGINEER

The recommended services below are the minimum, but are not limited to, for the successful and complete finalization of the project (services to be provided are in accordance with Government Gazette No. 52691 BN. 783 of 2025, the below listed Recommended Services and Client Specific deliverables):

The Mechanical Engineer will be expected to lead the multi-disciplinary team and be the responsible party in all dealings with the client. All co-ordination of information and reporting to the client will be the responsibility of the Mechanical Engineer.

# STAGE 2: CONCEPT

- Agree documentation programme with principal consultant and other consultants involved
- Attend design and consultants' meetings.
- Establish the concept design criteria.
- Prepare 3 initial concept design and related documentation.
- Advise the client regarding further surveys, analyses, tests and investigations which may be required.
- Establish regulatory authorities' requirements and incorporate into the design.
- Refine and assess the concept design to ensure conformance with all regulatory requirements and consents
- Establish access, utilities, services and connections required for the design.
- Coordinate design Interfaces with other consultants Involved.
- Prepare process designs (where required), preliminary designs, and related documentation for approval by authorities and client and suitable for costing.
- Provide cost estimates and life cycle costs as required.
- Liaise, co-operate and provide necessary information to the client, principal consultant and other consultants involved.

# In addition, the following Client Specific deliverables are required:

- Prepare and submit 3 initial design proposal for review and approval, ofwhcih one will be selected
- Provide confirmation of the concept with the rights to the use of the land
- Provide the anticipated costs of the project
- Provide the project programme
- Engineer to produce all drawings and other documentation in connection with the project if and when required to do so by the Head
- Submit report on Targets for Socio-economic imperatives and progress on achievement of the Targets for Architectural Services on this project.

# STAGE 3: DESIGN DEVELOPMENT

# Recommended Services:

- Review documentation programme with principal consultant and other consultants involved
- · Attend design and consultants' meetings.
- Incorporate client's and authorities' detailed requirements into the design.
- Incorporate other consultant's designs and requirements into the design.
- Prepare design development drawings including draft technical details and specifications.
- Review and evaluate design and outline specification and exercise cost control.
- Prepare detailed estimates of construction cost.
- Liaise, co-operate and provide necessary information to the principal consultant and other consultants involved
- Submit the necessary design documentation to local and other authorities for approval.

# In addition, the following Client Specific deliverables are required:

- Prepare and submit design for review and approval by relevant Departmental Committee
- Engineer to produce all drawings and other documentation in connection with the project if and when required to do so by the Head
- Submit report on Targets for Socio-economic imperatives and progress on achievement of the Targets for Architectural Services on this project.

#### STAGE 4: DOCUMENTATION & PROCUREMENT

# Recommended Services:

- Attend design and consultants' meetings.
- Prepare specifications and preambles for the works.
- Accommodate services design.
- Check cost estimates and adjust designs and documents if necessary to remain within budget
- Formulate the procurement strategy for contractors or assist the principal consultant where relevant
- Prepare documentation for contractor procurement
- Review designs, drawings and schedules for compliance with approved budget

- Assist in calling for tenders and/or negotiation of prices and/or assist the principal consultant where relevant
- Liaise, co-operate and provide necessary information to the principal consultant and the other consultants as required
- Assist in the evaluation of tenders.
- Assist with the preparation of contract documentation for signature.
- Assess samples and products for compliance and design intent

# In addition, the following Client Specific deliverables are required:

- Prepare and submit design for review and approval by relevant Departmental Committee
- Engineer to produce all drawings and other documentation in connection with the project if and when required to do so by the Head
- Submit report on Targets for Socio-economic imperatives and progress on achievement of the Targets for Architectural Services on this project

# STAGE 5: CONTRACT ADMINISTRATION AND INSPECTION

# Recommended Services:

- Attend site handover.
- Issue construction documentation in accordance with the documentation schedule including, in the case of structural engineering, reinforcing bending schedules and detailing and specifications of structural steel sections and connections.
- Carry out contract administration procedures In terms of the contract
- Prepare schedules of predicted cash flow.
- Prepare pro-active estimates of proposed variations for Client decision making
- Attend regular site, technical and progress meetings.
- Review the Contractor's quality control programme and advise and agree and quality assurance plan
- Inspect work for conformity to contract documentation in line with agreed level of service anticipated by the Client (minimum Level 1: Part-time Construction Monitoring).
- Review the outputs of quality assurance procedures and advise the Contractor and Client on the adequacy and need for additional controls, inspections and testing
- Adjudicate and resolve financial claims by Contractor(s)
- Assist in the resolution of contractual claims by the contractor.
- Establish and maintain a financial control system
- Clarify details and descriptions during construction as required.
- Prepare valuations for payment certificates (to the Quantity Surveyor) to be issued by the principal agent
- Instruct, witness and review of all tests and mock ups carried out both on and off site.
- Check and approve contractor drawings for design Intent.
- Update and Issue drawings register.
- Issue contract Instructions, through the Principal Agent as and when required.
- Review and comment on operation and maintenance manuals, guarantee certificates and warranties
- Inspect the works and issue practical completion and defects lists for the works.
- Arrange for the delivery of all test certificates, including any Certificates of Compliance, Statutory (regulatory) and other approvals, as built drawings and operating manuals.

- Submit monthly report with anticipated completion
- Issue construction drawings
- Engineer to produce all drawings and other documentation in connection with the project if and when required to do so by the Head
- Maintain records
- Submit report on Targets for Socio-economic imperatives and progress on achievement of the Targets for Architectural Services on this project.

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

# Recommended Services:

- · Inspect and verify the rectification of defects
- Receive, approve and compile relevant payment valuations and completion certificates
- Prepare and/or procure operations and maintenance manuals, guarantees and warranties
- Prepare and/or procure as-built drawings and documentation
- Assist in concluding the final account where relevant.

# In addition, the following Client Specific deliverables are required:

- Engineer to produce all drawings and other documentation in connection with the project if and when required to do so by the Head
- Maintain records
- Submit report on Targets for Socio-economic imperatives and progress on achievement of the Targets for Engineering Services on this project

The appointed Mechanical Engineer will also be responsible for delivering the following services:

Fire protection plans in accordance with SANS 10400 Part T.

Rational fire design.

Fire detection design.

Fire proofing and directional fire signage plans.

All Wet Services for the project.

Energy modelling of rational design to assess performance.

# CIVIL & STRUCTURAL ENGINEER

The scope of services is as per the gazetted scope of services for Professional Engineers administered by the Engineering Council of South Africa (Government Gazette No: 52691 BN 783 of 2025) including but not limited to:

# **STAGE 2: CONCEPT**

# Recommended Services:

- Agree documentation programme with principal consultant and other consultants involved
- Attend design and consultants' meetings.
- Establish the concept design criteria.
- Prepare 3 initial concept design and related documentation.
- Advise the client regarding further surveys, analyses, tests and investigations which may be required.
- Establish regulatory authorities' requirements and incorporate into the design.
- Refine and assess the concept design to ensure conformance with all regulatory requirements and consents
- Establish access, utilities, services and connections required for the design.
- Coordinate design Interfaces with other consultants Involved.
- Prepare process designs (where required), preliminary designs, and related documentation for approval by authorities and client and suitable for costing.
- Provide cost estimates and life cycle costs as required.
- Liaise, co-operate and provide necessary information to the client, principal consultant and other consultants involved.

## In addition, the following Client Specific deliverables are required:

- Prepare and submit 3 initial design proposal for review and approval, ofwhcih one will be selected
- Provide confirmation of the concept with the rights to the use of the land
- Provide the anticipated costs of the project
- Provide the project programme
- Engineer to produce all drawings and other documentation in connection with the project if and when required to do so by the Head
- Submit report on Targets for Socio-economic imperatives and progress on achievement of the Targets for Architectural Services on this project.

#### STAGE 3: DESIGN DEVELOPMENT

# Recommended Services:

- Review documentation programme with principal consultant and other consultants involved
- Attend design and consultants' meetings.
- Incorporate client's and authorities' detailed requirements into the design.
- Incorporate other consultant's designs and requirements into the design.
- Prepare design development drawings including draft technical details and specifications.

- Review and evaluate design and outline specification and exercise cost control.
- Prepare detailed estimates of construction cost.
- Liaise, co-operate and provide necessary information to the principal consultant and other consultants involved
- Submit the necessary design documentation to local and other authorities for approval.

  In addition, the following Client Specific deliverables are required:
- Prepare and submit design for review and approval by relevant Departmental Committee
- Engineer to produce all drawings and other documentation in connection with the project if and when required to do so by the Head
- Submit report on Targets for Socio-economic imperatives and progress on achievement of the Targets for Architectural Services on this project.

#### STAGE 4: DOCUMENTATION & PROCUREMENT

# Recommended Services:

- Attend design and consultants' meetings.
- Prepare specifications and preambles for the works.
- Accommodate services design.
- Check cost estimates and adjust designs and documents if necessary to remain within budget
- Formulate the procurement strategy for contractors or assist the principal consultant where relevant
- Prepare documentation for contractor procurement
- Review designs, drawings and schedules for compliance with approved budget
- Assist in calling for tenders and/or negotiation of prices and/or assist the principal consultant where relevant
- Liaise, co-operate and provide necessary information to the principal consultant and the other consultants as required
- Assist in the evaluation of tenders.
- Assist with the preparation of contract documentation for signature.
- Assess samples and products for compliance and design intent

# In addition, the following Client Specific deliverables are required:

- Prepare and submit design for review and approval by relevant Departmental Committee
- Engineer to produce all drawings and other documentation in connection with the project if and when required to do so by the Head
- Submit report on Targets for Socio-economic imperatives and progress on achievement of the Targets for Architectural Services on this project

## STAGE 5: CONTRACT ADMINISTRATION AND INSPECTION

## Recommended Services:

Attend site handover.

- Issue construction documentation in accordance with the documentation schedule including, in the case of structural engineering, reinforcing bending schedules and detailing and specifications of structural steel sections and connections.
- Carry out contract administration procedures In terms of the contract
- Prepare schedules of predicted cash flow.
- Prepare pro-active estimates of proposed variations for Client decision making
- Attend regular site, technical and progress meetings.
- Review the Contractor's quality control programme and advise and agree and quality assurance plan
- Inspect work for conformity to contract documentation in line with agreed level of service anticipated by the Client (minimum Level 1: Part-time Construction Monitoring).
- Review the outputs of quality assurance procedures and advise the Contractor and Client on the adequacy and need for additional controls, inspections and testing
- Adjudicate and resolve financial claims by Contractor(s)
- Assist in the resolution of contractual claims by the contractor.
- Establish and maintain a financial control system
- Clarify details and descriptions during construction as required.
- Prepare valuations for payment certificates (to the Quantity Surveyor) to be issued by the principal agent
- Instruct, witness and review of all tests and mock ups carried out both on and off site.
- Check and approve contractor drawings for design Intent.
- Update and Issue drawings register.
- Issue contract Instructions, through the Principal Agent as and when required.
- Review and comment on operation and maintenance manuals, guarantee certificates and warranties
- Inspect the works and issue practical completion and defects lists for the works.
- Arrange for the delivery of all test certificates, including any Certificates of Compliance, Statutory (regulatory) and other approvals, as built drawings and operating manuals.

# In addition, the following Client Specific deliverables are required:

- Submit monthly report with anticipated completion
- Issue construction drawings
- Engineer to produce all drawings and other documentation in connection with the project if and when required to do so by the Head
- Maintain records
- Submit report on Targets for Socio-economic imperatives and progress on achievement of the Targets for Architectural Services on this project.

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

#### Recommended Services:

- Inspect and verify the rectification of defects
- Receive, approve and compile relevant payment valuations and completion certificates
- Prepare and/or procure operations and maintenance manuals, guarantees and warranties
- Prepare and/or procure as-built drawings and documentation
- Assist in concluding the final account where relevant.

# In addition, the following Client Specific deliverables are required:

- Engineer to produce all drawings and other documentation in connection with the project if and when required to do so by the Head
- Maintain records
- Submit report on Targets for Socio-economic imperatives and progress on achievement of the Targets for Engineering Services on this project

#### APPENDIX A1 - BID PROFORMA

(To be completed by the Consultant)

#### General Notes -

- For fee-based appointment allow an additional time-based work carried out up to a maximum of 50 hours, by written prior approval of the Department Project Leader.
- For percentage-based appointment Consultants are requested to complete Table 1 of Appendix
   A.
- Preference Points and Percentage discount offered take precedence over any additional detailed fee
  calculations submitted, where there is any ambiguity.
- Disbursements as published in the monthly National Department of Public Works "Rates for Reimbursable Expenses" shall be used as a guideline. Discount can also be offered in this regard, but maximum rate applicable shall be for vehicles up to 2150cc (latest published).
- Surcharges for Alterations and Heritage buildings will be in terms of relevant SACAP Gazetted Fee Guidelines where applicable.
- Table below is NOT to be modified by Consultant.

TABLE 1	TABLE 1 PERCENTAGE BASED FEES		ES
DISCIPLINE	GAZETTE APPLICABLE PER DISCIPLINE	FEE BREAKDOWN	RAND VALUE
		Value for Fee Purposes	R 38 658 077. 93
		Primary Fee (High Complexity)	R 1 901 782. 84
		Secondary Fee	R 3 163 640. 89
		Sub-Total	R 5 065 423. 73
		Less: Stage 1	R 101 308. 47
Architect- Principal SACAP Gazette No.	Sub-Total	R 4 964 115. 26	
Agent	51352, Board Notice 672 of 2024	Add: Disbursements: 5% Allowance	R 248 205. 76
		Sub-Total	R 5 212 321, 02
		Less: Discount ()%	R
		Sub-Total- Carried to Summary Page 83	R

COMPANY STAMP:	CONSULTANT FULL NAME (Authorised Person)
DATE:	
DATE.	CONSULTANT SIGNATURE

#### APPENDIX A2 - BID PROFORMA

(To be completed by the Consultant)

#### General Notes -

- For fee-based appointment allow an additional time-based work carried out up to a maximum of 50 hours, by written prior approval of the Department Project Leader.
- For percentage-based appointment Consultants are requested to complete Table 1 of Appendix
   A.
- Preference Points and Percentage discount offered take precedence over any additional detailed fee calculations submitted, where there is any ambiguity.
- Disbursements as published in the monthly National Department of Public Works "Rates for Reimbursable Expenses" shall be used as a guideline. Discount can also be offered in this regard, but maximum rate applicable shall be for vehicles up to 2150cc (latest published).
- Table below is **NOT** to be modified by Consultant.

TABLE 1	PERCENTAGE BASED FEES		ES
DISCIPLINE	GAZETTE APPLICABLE PER DISCIPLINE	FEE BREAKDOWN	RAND VALUE
		Value for Fee Purposes	R 38 658 077. 93
		Primary Fee	R 3 070 500.00
		Secondary Fee	R 492 697. 76
	SACQSP Gazette No. 52152, Board Notice 741 of 2025	Sub-Total	R 3 563 197. 76
		Less: Stage 1	R 89 079. 94
Quantity Surveyor		Sub-Total	R 3 474 117.82
cualities carrys.		Add: Disbursements: 5% Allowance	R 173 705.89
		Sub-Total	R 3 647 823. 71
		Less: Discount ()%	R
	Sub-Total- Carried to Summary Page 83	R	

COMPANY STAMP:	CONSULTANT FULL NAME (Authorised Person)
DATE:	CONSULTANT SIGNATURE

#### APPENDIX A3 - BID PROFORMA

#### General Notes -

- For fee-based appointment allow an additional time-based work carried out up to a maximum of 50 hours, by written prior approval of the Department Project Leader.
- For percentage-based appointment Consultants are requested to complete Table 1 of Appendix A.
- Preference Points and Percentage discount offered take precedence over any additional detailed fee calculations submitted, where there is any ambiguity.
- Disbursements as published in the monthly National Department of Public Works "Rates for Reimbursable Expenses" shall be used as a guideline. Discount can also be offered in this regard, but maximum rate applicable shall be for vehicles up to 2150cc (latest published).
- Table below is NOT to be modified by Consultant.

TABLE 1	PERCENTAGE BASED FEES		
DISCIPLINE	GAZETTE APPLICABLE PER DISCIPLINE	FEE BREAKDOWN	RAND VALUE
		Value for Fee Purposes	R 38 658 077. 93
		Primary Fee	R 632 248. 00
		Secondary Fee	R 498 170. 68
		Sub-Total	R 1 130 418. 68
		Less: Stage 1	R 56 520. 93
		Less: Stage 2 (2%)	R 221 562. 07
Construction Health & SACPCMP Gazette No. 42697, Board Notice 167 of 2019	Less: Stage 3 (2%)	R 221 562.07	
	Less: Stage 4 (2%)	R 113 041.87	
		Sub-Total	R 519 992. 59
	Add: Disbursements: 5%	R 25 999. 63	
		Sub-Total	R 545 992. 22
		Less: Discount ()%	R
		Sub-Total- Carried to Summary Page 83	R_

COMPANY STAMP:	CONSULTANT FULL NAME (Authorised Person)
DATE:	
	CONSULTANT SIGNATURE

#### **APPENDIX A4 -- BID PROFORMA**

(To be completed by the Consultant)

#### General Notes -

- For fee-based appointment allow an additional time-based work carried out up to a maximum of 50 hours, by written prior approval of the Department Project Leader.
- For percentage-based appointment Consultants are requested to complete Table 1 of Appendix A.
- Preference Points and Percentage discount offered take precedence over any additional detailed fee calculations submitted, where there is any ambiguity.
- Disbursements as published in the monthly National Department of Public Works "Rates for Reimbursable Expenses" shall be used as a guideline. Discount can also be offered in this regard, but maximum rate applicable shall be for vehicles up to 2150cc (latest published).
- Table below is **NOT** to be modified by Consultant.

TABLE 1	PERCENTAGE BASED FEES		ES
DISCIPLINE	GAZETTE APPLICABLE PER DISCIPLINE	FEE BREAKDOWN	RAND VALUE
		Value for Fee Purposes	R 5 798 711. 69
		Primary Fee	R 248 900.00
		Secondary Fee	R 584 956. 75
		Sub-Total	R 833 856. 75
		Less: Stage 1	R 35 066. 10
Electrical Engineer	ECSA Gazette No. 52691, Board Notice 783 of 2025	Sub-Total	R 666 255. 91
		Add: Disbursements: 10% Allowance	R 66 625. 59
		Sub-Total	R 732 881. 50
		Less: Discount ()%	R
	Sub-Total- Carried to Summary Page 83	R_	

COMPANY STAMP:	CONSULTANT FULL NAME (Authorised Person)
DATE:	CONSULTANT SIGNATURE

#### APPENDIX A5 - BID PROFORMA

(To be completed by the Consultant)

#### General Notes -

- For fee-based appointment allow an additional time-based work carried out up to a maximum of 50 hours, by written prior approval of the Department Project Leader.
- For percentage-based appointment Consultants are requested to complete Table 1 of Appendix
- Preference Points and Percentage discount offered take precedence over any additional detailed fee
  calculations submitted, where there is any ambiguity.
- Disbursements as published in the monthly National Department of Public Works "Rates for Reimbursable Expenses" shall be used as a guideline. Discount can also be offered in this regard, but maximum rate applicable shall be for vehicles up to 2150cc (latest published).
- Table below is **NOT** to be modified by Consultant.

TABLE 1		PERCENTAGE BASED FEES	
DISCIPLINE	GAZETTE APPLICABLE PER DISCIPLINE	FEE BREAKDOWN	RAND VALUE
		Value for Fee Purposes	R 11 597 423. 38
		Primary Fee	R 1 224 500.00
		Secondary Fee	R 281 302. 92
	echanical ngineer  ECSA Gazette No. 52691, Board Notice 783 of 2025	Wet services adj, Fire Water Systems adj, Alterations fees, No BOQ	R 1 286 486. 95
		Less: Stage 1	R 64 324. 35
Engineer		Sub-Total	R 1 222 162. 60
		Add: Disbursements: 10% Allowance	R 122 216. 26
		Sub-Total	R 1 344 378. 86
		Less: Discount ()%	R
		Sub-Total- Carried to Summary Page 83	R

COMPANY STAMP:	CONSULTANT FULL NAME (Authorised Person)
DATE:	CONSULTANT SIGNATURE

#### **APPENDIX A6 – BID PROFORMA**

(To be completed by the Consultant)

#### General Notes -

- For fee-based appointment allow an additional time-based work carried out up to a maximum of 50 hours, by written prior approval of the Department Project Leader.
- For percentage-based appointment Consultants are requested to complete Table 1 of Appendix A.
- Preference Points and Percentage discount offered take precedence over any additional detailed fee calculations submitted, where there is any ambiguity.
- Disbursements as published in the monthly National Department of Public Works "Rates for Reimbursable Expenses" shall be used as a guideline. Discount can also be offered in this regard, but maximum rate applicable shall be for vehicles up to 2150cc (latest published).
- Table below is **NOT** to be modified by Consultant.

TABLE 1	PERCENTAGE BASED FEES		
DISCIPLINE	GAZETTE APPLICABLE PER DISCIPLINE	FEE BREAKDOWN	RAND VALUE
		Value for Fee Purposes	R 7731615.59
		Primary Fee	R 237 400.00
		Secondary Fee	R 699 913. 87
		Alterations fees	R 70 298. 54
		Less: Stage 1	R 20 152. 25
Structural Engineer	ctural Engineer ECSA Gazette No. 52691, Board Notice 783 of 2025	Sub-Total	R 977 384 04
		Add: Disbursements: 10% Allowance	R 97 738. 40
	Sub-Total	R 1 075 122. 44	
		Less: Discount ()%	R
		Sub-Total- Carried to Summary Page 83	R

COMPANY STAMP:	CONSULTANT FULL NAME (Authorised Person)
DATE:	CONSULTANT SIGNATURE

#### APPENDIX A7 - BID PROFORMA

(To be completed by the Consultant)

#### General Notes -

- For fee-based appointment allow an additional time-based work carried out up to a maximum of 50 hours, by written prior approval of the Department Project Leader.
- For percentage-based appointment Consultants are requested to complete Table 1 of Appendix A.
- Preference Points and Percentage discount offered take precedence over any additional detailed fee calculations submitted, where there is any ambiguity.
- Disbursements as published in the monthly National Department of Public Works "Rates for Reimbursable Expenses" shall be used as a guideline. Discount can also be offered in this regard, but maximum rate applicable shall be for vehicles up to 2150cc (latest published).
- Table below is **NOT** to be modified by Consultant.

TABLE 1	PERCENTAGE BASED FEES		
DISCIPLINE	GAZETTE APPLICABLE PER DISCIPLINE	FEE BREAKDOWN	RAND VALUE
	ECSA Gazette No. 52691, Board Notice 783 of 2025	Value for Fee Purposes	R 3 865 807. 79
		Primary Fee	R 237 400.00
		Secondary Fee	R 236 016. 94
		Less: Stage 1	R 23 670. 85
		Sub-Total	R 473 416. 94
Civil Engineer		Add: Disbursements: 10% Allowance	R 44 974, 09
		Sub-Total	R 494 720. 70
		Less: Discount ()%	R
		Sub-Total- Carried to Summary Page 83	R

COMPANY STAMP:	CONSULTANT FULL NAME (Authorised Person)
DATE:	CONSULTANT SIGNATURE

#### APPENDIX A8 - BID PROFORMA

(To be completed by the Consultant)

#### General Notes -

- For fee-based appointment allow an additional time-based work carried out up to a maximum of 50 hours, by written prior approval of the Department Project Leader.
- For percentage-based appointment Consultants are requested to complete Table 1 of Appendix A.
- Preference Points and Percentage discount offered take precedence over any additional detailed fee calculations submitted, where there is any ambiguity.
- Disbursements as published in the monthly National Department of Public Works "Rates for Reimbursable Expenses" shall be used as a guideline. Discount can also be offered in this regard, but maximum rate applicable shall be for vehicles up to 2150cc (latest published).
- Table below is **NOT** to be modified by Consultant.

TABLE 1	PERCENTAGE BASED FEES			
	GAZETTE APPLICABLE PER DISCIPLINE	FEE BREAKDOWN	RAND VALUE	
		Value for Fee Purposes (Based of Professional Fee Total- Excl. 15% VAT)	R 13 169 560. 54	
CIDB Skills Development	CIDB Gazette No. 48491- 28 April 2023	Cost per learner (excl. 15% VAT)	R 14 058	
Programme		Duration	11,39 Months	
		Sub-Total Carried to Summary Page 83	R 160 120.62	

COMPANY STAMP:	CONSULTANT FULL NAME (Authorised Person)
DATE:	CONSULTANT SIGNATURE

#### **APPENDIX B**

## **SUMMARY OF PROFESSIONAL FEES**

WIMS: 077440

KZN DEPARTMENT OF HEALTH: THE APPOINTMENT OF A MULTI-DISCIPLINARY ENTITY TO PROVIDE AN ARCHITECT (PA), QUANTITY SURVEYOR, CONSTRUCTION HEALTH AND SAFETY AGENT ELECTRICAL ENGINEER, MECHANICAL ENGINEER, CIVIL ENGINEER AND STRUCTURAL ENGINEER FOR GENERAL JUSTICE GIZENGA MPANZA REGIONAL HOSPITAL: MODIFICATIONS TO THE OLD MATERNITY UNIT

DISCIPLINE	FEES OFFERED (INCL. DISCOUNT)
ARCHITECT	R
QUANTITY SURVEYOR	R
CONSTRUCTION HEALTH & SAFETY AGENT	R
ELECTRICAL ENGINEER	R
MECHANICAL ENGINEER	R
CIVIL ENGINEER	R
STRUCTURAL ENGINEER	R
SUBTOTAL	R
CIDB Skills Development Programme Fee	R 160 120. 62
SUBTOTAL 2	R
15% VAT	R
TOTAL CARRIED OVER TO FORM OF OFFER (SECTION F)	R

# APPENDIX C RETURNABLE DOCUMENTS

	CHECKLI	ST OF RETURNABLE DOCUMEN	ITS	s'un e	
Item	Required Document			Tick	
No.				Υ	N
1.	Central Supplier Database Registration with National Treasury (Unique Reference Number & Supplier Number)				
2.	Proof of Registration with Council (Attach a valid registration certification)				
3.	Proof of Registration with Compa (CIPC) (printout not older than 1	anies and Intellectual Property Commonth) (to be labelled as C3)	mission		
4.	Proof of Specific Goals met (80/2	20 system)			
5.	Proof of Residential Address (Municipality Rates Bills, Telephone Bill, or current lease agreement letter from Ward Councillor or affidavit from Commissioner of oaths, if office is in an area where rates are not paid) (to be labelled as C4)				
6.	Quotation from the Consultant (Attach Appendix A – Stamped and dated)				
	Proof of relevant professional indemnity cover as specified in the table below:				
	Discipline	Minimum Value of Professional Indemnity Insurance Required			
	Architect	R 5 000 000.00			
	Quantity Surveyor	R 5 000 000.00			
7.	Constr. Health & Safety Agent	R 3 000 000. 00			
	Electrical Engineer	R 3 000 000.00			
	Mechanical Engineer	R 3 000 000.00			
	Civil Engineer	R 3 000 000.00			
	Structural Engineer	R 3 000 000. 00			
	(To be labelled as C5)		-0.		

# APPENDIX D - CONTRACT DATA

C1.2	Contract Data	
C1.2.1	Standard Professional Services Contract. The conditions applicable to this Contract are the <b>Standard Professional Services Contract</b> (August 2005) Second Edition of CIDB document 1015, published by the Construction Industry Development Board.	
C1.2.2	Data provided by the Employer	
Clause		
Olduse	The General Conditions of Contract in the Standard Professional Services Contract (August 2005) make several references to the Contract Data for details that apply specifically to this tender. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.	
	Each item of data given below is cross-referenced to the clause in the General Conditions of Contract to which it mainly applies.	
1	The Employer is the <b>Department of Public Works</b> .	
1	The Period of Performance is from inception of this Contract until the Service Provider has completed all Deliverables in accordance with the Scope of Services.	
1	The Project is to the provision of Standard Professional Services for the Project.	
3.4 and 4.3.2	The authorised and designated representative of the Employer is the departmental project manager, details of whom are as indicated in Part A (Invitation to Bid) under item any enquiries regarding technical information may be directed to:	
3.4.1	Communication by e-mail is permitted.	
3.5	The Services shall be executed in the Service Provider's own office and on the Project site. No portion of the work may be performed by a person employed by the State. No portion of the work may be sublet to any other person or persons without the prior written approval of the Employer.	
3.6	Omit the following: " within two (2) years of completion of the Service".	
3.11.1	Period of Performance shall be sub dividable in separate target dates according to the programme to be submitted in terms of clause 3.14 hereof.  A Penalty amount of R500 per day will be applicable per target date, to a maximum equal to R15 000, after which the contract may be terminated.	
3.14	For fees stipulated as "value based" in C2.1 Pricing Instructions, C2.1.1.1: Programme:  A programme for the performance of the Service shall be submitted by the Service Provider, identified as the principal agent, to the departmental project manager, within a period of two (2) weeks following the briefing meeting.  The programme will be the result of the co-ordination of all appointed Service Providers' inputs and shall be in sufficient detail describing key milestones, events and activities linked to the fastest realistic timeframes in which the Service can be delivered. Milestones and events are to be listed based on the Scope of Services described of the various appointed Service Providers' tender documents and presented in bar chart format. No milestones may, at the co-ordination stage, be extended beyond the timeframes outlined in Project Programme without acceptable reasons. The programme thus compiled and presented by the principal agent must be counter-signed by all appointed Service Providers as proof that the programme was agreed upon by all during the said co-ordination action.  The Employer retains the right to negotiate such submitted programme with the principal agent in consultation with the appointed Service Providers, if required, to promote the interest of the	
	For fees stipulated as "time based" Pricing Instructions: Project Execution Plan (PEP): A PEP for the performance of the Service shall be submitted by the Service Provider, to the departmental project manager, within a period of two (2) weeks following the briefing meeting.	

	10		
	negotiate in good faith towards a PEP will form the basis for the m Should circumstance change from will negotiate a revised PEP to sa agreement on the PEP or revised Conditions of Contract. Should the PEP or revised Conditions of Contract.	being satisfied with the submitted PEP that will be agreeable to both anagement of the appointment and the initial briefing, the Service Pratisfy such change(s). Should the PEP, the matter will be dealt with the mediation process fail, the Conyreasonable fees accrued at that	<ul> <li>Such an agreed-upon d remuneration purposes.</li> <li>ovider and the Employer Parties fail to reach</li> <li>in terms of the General</li> <li>tract will be deemed to have</li> </ul>
4.1.1	Briefing meeting: The departmental project manager shall arrange a briefing meeting, compulsory for all appointed Service Providers, as soon as practicable after the appointment of the professional team as referred to in C3.5.1 Service Providers, or after the appointment of the core members of the professional team required to commence with the Services if not appointed at the same time, during which meeting the departmental project manager, together with any supporting advisors, will verbally brief the professional team comprehensively regarding the requirements of the project and the Scope of Services and hand over, to the Service Providers, all documentation relevant to the execution of the Service.		
4.4	A list of others providing Services	s on this Project will be provided by	y the Project Manager.
5.4.1	Proof of relevant professional inc	lemnity cover as specified in the ta	ble below:
	Discipline	Minimum Value of Professional Indemnity Insurance Required	
	Architect	R 5 000 000.00	
	Quantity Surveyor	R 5 000 000.00	
	Constr. Health & Safety Agent	R 3 000 000. 00	
	Electrical Engineer	R 3 000 000. 00	
	Mechanical Engineer	R 3 000 000. 00	
	Civil Engineer	R 3 000 000. 00	
	Structural Engineer	R 3 000 000. 00	
	days of award of this tender.	irm validity of this professional inde	
5.5	<ul> <li>The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions:</li> <li>1. Travelling for which payment will be claimed. Travelling and subsistence arrangements and tariffs of charges;</li> <li>2. Deviate from the final programme as per the programme above;</li> <li>3. Deviate from the programme (delayed or earlier);</li> <li>4. Deviate from or change the Scope of Services;</li> <li>5. Change Key Personnel on the Service.</li> </ul>		
8.1	The Service Provider is to commence the performance of the Services immediately after the Contract becomes effective and execution to be as per the Programme, Scope of Services and Brief.		
8.4.3 (c)	The period of suspension is not		
9.1		d for the Project shall be vested w	ith the Employer.
12.1.2	Interim settlement of disputes is		and to be manufacted to the com-
12.2.1	In the event that the Parties fail to agree on a mediator, the mediator is to be nominated by the president of the Association of Arbitrators (Southern Africa).		
12.2.4 / 12.3.4	Final settlement is by litigation.		

13.1.3	All partners in a joint venture or consortium shall carry the same professional indemnity insurance as per the General Conditions of Contract.
13.4	Neither the Employer nor the Service Provider is liable for any loss or damage resulting from any occurrence unless a claim is formally made within 5 years from the date of termination or completion of the Contract.
13.5	The amount of compensation is equivalent to professional insurance.
14.4	In the first sentence, change " period of twenty-four months after" to " period of thirty-six months after".
15	In respect of any amount owed by the Service Provider to the Employer, the Service Provider shall pay the Employer interest at the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act no1 of 1999).

# C1.2.3 Data provided by the Service Provider

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

	Notwithstanding the indemnification required above, the Employer reserves the right to claim damages from the Service Provider for this Project where the Service Provider neglects to discharge its obligations in terms of this agreement.  NAME:  CAPACITY:  SIGNATURE:		
7.1.2	As an extension of the definitions contained in clause 1 hereof, Key Persons must, for the purposes of this Contract, include one or more of the professionally registered principal(s) the Service Provider, and/or, one or more professional(s) employed to render profession services, for whom certified copies of certificates or other documentation clearly proving professional registration with the relevant council, including registration numbers, must be included with the tender as part of the returnable documentation.  The Key Persons and their jobs / functions in relation to the Services are:		ofessionally registered principal(s) of s) employed to render professional er documentation clearly proving current ling registration numbers, must be nentation.
	Name	Principal and/or employed professional(s)	Specific duties
	1.		
	2.		
	3.		
	4.		
	5.		
	6.		
	7.		
	8.		
	9.		
	10.		
7.2	A Personnel Schedule is not rec	quired.	

If the space provided in the table above is not sufficient to describe the <b>specific duties</b> , this space may be utilized for such purpose:
·

#### APPENDIX D - CONTRACT DATA

C2:	APPENDIX D -	CONTRACT	ΠΔΤΔ
GZ.	ALL FINDIV D -	COMME	$\nu$ $\alpha$ $i$ $\alpha$

#### C2.1 Pricing Instructions

- C2.1.1 Basis of remuneration, method of tendering and estimated fees.
- C2.1.1.1 Professional fees for the Professional Service Providers will be paid on Value basis as specified in clause C2.1.3

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

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

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

or

The <u>different rates</u> for the different categories in the Activity Schedule for Time Based Fees, column (c) (in the event of the basis for remuneration being indicated above as a "time based" fee)

all as set out below.

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

- C2.1.2.1 Professional fees shall be calculated as follows for Services rendered by the Service Provider:
  - In the event of the basis for remuneration being a "value based" fee, of the normal fees tendered plus Value Added Tax, all according to the provisions

or

- In the event of the basis for remuneration being a "time based" fee, the different rates tendered for the different categories for Time Based Fees," multiplied by the actual number of hours spent plus Value Added Tax.
- C2.1.2.2 The amount tendered herein is for tender purposes only and will be amended according to the application of the value fee scale vis-à-vis the actual cost of construction (if basis of remuneration has been set at "value based" or the actual number of hours for each level (if basis of remuneration has been set at "time based").
- C2.1.2.3 Reimbursable rates for typing, printing and duplicating work and forwarding charges as set out will be paid in full, irrespective of the percentage or rates tendered as referred to above.
- C2.1.2.4 <u>Disbursements in respect of all travelling and related expenses</u> including all travelling costs, time charges and subsistence allowances related thereto <u>will be paid for separately</u>.

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

- C2.1.2.5 All fee accounts must be accompanied by an updated original written certification by the quantity surveyor, if appointed, of the amount(s) on which fees are based. The onus, however, rests on the Service Provider to calculate fees on the appropriate value and according to the correct fee scale, read in conjunction with this Contract.
- C2.1.2.6 All fee accounts need to be signed by a principal of the Service Provider and submitted in original format, failing which the accounts will be returned. Copies, facsimiles, electronic and other versions of fee accounts will not be considered for payment.

- C2.1.2.7 For all Services provided on a time basis, time sheets giving full particulars of the work, date of execution and time duration, should be submitted with each fee account.
- C2.1.2.8 Payments to the Service Provider will be made electronically according to the banking details furnished by the Service Provider. Any change in such banking details must be communicated to the departmental project manager timeously. Fee accounts, correct in all respects, will be deemed submitted when received by the Employer and settled when electronically processed by the Employer. The Employer reserves the right to dispute the whole account, any item or part of an item at any time and will deal with such case in terms of the General Conditions of Contract.
- C2.1.2.9 Accounts for Services rendered may be submitted on the successful completion of each stage of work. Interim accounts will only be considered during the construction stage of the works and then not more frequently than quarterly except if otherwise agreed between the authorised and designated representative of the Service Provider and the Employer. Payment of accounts rendered will be subject to the checking thereof by the departmental project manager. The Employer reserves the right to amend the amounts claimed in order to conform to the rates stipulated in this Contract and make payment on the basis of the balance of the account in accordance with the General Conditions of Contract.

#### C2.1.3 Value based fees

C2.1.3.1 Fees for work done under a value-based fee:

Where value-based fees are payable (if basis of remuneration has been set at "value basis"), the Service Provider will be remunerated for Services rendered, subject to the provisions above and subject to the specific terms and conditions stated below and elsewhere in this document. This tariff of fees will be payable for the <u>full Period of Performance</u>.

C2.1.3.2 Normal services:

The fee for normal services shall be based on the fee provided.

Where the Service Provider is required to perform a portion of the normal services only, the relevant portion of the fee shall be paid.

C2.1.3.3 Interim payments to the Service Provider:

For the purposes of ascertaining the interim payments due, the cost of the works, which shall exclude any provisional allowances made to cover contingencies and escalation, shall be:

- · the applicable portion of the net amount of the accepted tender, or
- if no tender is accepted, the net amount of the applicable portion of the lowest suitable tender, unless acceptable motivation can be provided to prove that such amount is unreasonable, or
- if the contract is awarded by negotiation the negotiated price, or
- if no tenders are invited or if no suitable tenders are received or if no negotiation is concluded, the estimate. The estimate shall be the one accepted by the Employer as representing the value of the works, which for purposes of interim payments will be deemed to be 80% of the engineers estimate or if appointed, 80% of the quantity surveyors estimate.
- C2.1.3.4 Fees for documentation for work covered by a provisional sum:

  Where a provisional sum is included in the bills of quantities for work to be documented at a later stage, the documentation fee in respect of such work shall be remunerated at the time when the documentation has been completed. The fee shall relate to the type of documentation drawn in respect of each section of such work.
- C2.1.3.5 Time charges for work done under a value-based fee:
  Where time charges are payable according to the rates set out below, will be applicable.
- C2.1.3.5.1 Time charges are reimbursable at <u>rates applicable at the time of the actual execution of the specific service</u>. The "Rates for Reimbursable Expenses" as amended from time to time and referred to below, is obtainable on the Employer's Website: <a href="http://www.publicworks.gov.za/">http://www.publicworks.gov.za/</a> under "Documents"; "Consultants Guidelines"; item 1.

- C2.1.3.5.2 The scale of fees on time charges, on which Value Added Tax is excluded, shall be at the following rates per hour, rounded off to the nearest rand: (see Table 8 of "Rates for Reimbursable Expenses" for the actual amounts calculated in accordance with to the principles laid down below):
  - registered professional principals\*: 18,75 cents for each R100,00 of the total annual remuneration package attached to the lowest notch of a level 13 salary range (Director) in the Public Service:
  - (ii) registered professionals\*: 17,5 cents for each R100,00 of the total annual remuneration package attached to the lowest notch of a level 12 salary range (Deputy Director second leg) in the Public Service;
  - (iii) registered technicians\*\*: 16,5 cents for each R100,00 of his/her gross annual remuneration; provided that this hourly rate shall not exceed 16,5 cents for each R100,00 of the total annual remuneration package attached to the lowest notch of a level 11 salary range (Deputy Director first leg) in the Public Service.

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

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

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

- C2.1.3.5.3 Unless otherwise specifically agreed in writing, remuneration for the time expended by principals in (i) above on a project shall be limited to 5 per cent of the total time expended for time charges in respect of the Project. Any time expended by principals in excess of the 5 per cent limit shall be remunerated at the rates determined in (ii) or (iii) above.
- C2.1.3.5.4 Notwithstanding the above, where work is of such a nature that Personnel as described in C2.1.3.5.2 (iii) above are capable of performing such work, it shall be remunerated at that level and not at the rates described in (i) and (ii) above, irrespective of who in fact executed the work.
- Gross annual remuneration in C2.1.3.5.2 (iii) above shall mean basic salary and guaranteed annual bonus; fringe benefits not included in basic salary; income benefit, as determined from time to time by the South African Revenue Services for income tax purposes, for the private use of a motor vehicle by the employer; employer's contribution to pension/provident fund, medical aid and group life assurance premiums; Compensation Fund and Unemployment Fund contributions, Metropolitan Council levies and any other statutory contributions or levies; all other costs and benefits as per conditions of appointment but excluding any share of profit and payment for overtime.
- C2.1.3.5.6 The salaries referred to in C2.1.3.5.2 (i) to (iii) above can change from time to time, which will, therefore, change the rates applicable. These rates will, however, only be adjusted on the first day of each calendar year irrespective of any changes in salary ranges during the relevant year. The rates applicable at the time of the execution of the work as set out in Table 8 of the "Rates for Reimbursable Expenses", as amended from time to time, may be claimed.
- C2.1.3.6 Additional Services
- C2.1.3.6.1 Additional Services pertaining to all Stages of the Project:
  Unless separately provided for hereunder and scheduled in the Activity Schedule, no separate payment shall be made for the additional services. The cost of providing these services shall be deemed to be included in the value-based fee tendered for normal services.
- C2.1.3.6.2 Construction monitoring

The construction monitoring requirements are as specified.

(a) If Level One, part time, monitoring has been specified then no separate payment shall

be made for construction monitoring staff or for the transport of the monitoring staff. The cost of providing construction monitoring staff and transport shall be deemed to be included in the value-based fee tendered for normal services.

- (b) If <u>Level Two, full time</u>, monitoring has been specified then provision shall be made in the Activity Schedule for the envisaged site staffing requirements as specified. The unit of measure shall be the rate per calendar month (pro rata for part of a month). Payment shall only be applicable for the period actually established on site and shall in no instance be prior to the date of official handover of the Works to the Contractor or after the date of issue of the Certificate of Completion for the Works contract. The rates tendered for the relevant site staff shall include full compensation for all costs including, inter alia, the following:
  - Salary
  - Additional allowances
  - Bonuses
  - Leave and sick leave
  - All company contributions such as provident fund, group life benefits, medical aid etc.
  - Levies
  - Office equipment
  - Relocation cost and accommodation
  - Travelling
  - Handling cost and profit.

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

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

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

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

C2.1.3.6.4 Quality Assurance System

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

C2.1.3.6.5 Lead Consulting Engineer

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

C2.1.3.6.6 Principal Agent of the Client

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

C2.1.3.6.7 Environmental Impact Assessment

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

C2.1.3.6.8 Other unspecified services

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

- Additional design requirements
- Evaluation of alternative tenders

- Additional investigations during the Defects and Liability Period
- Diverse other services

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

#### C2.1.4 Time-based fees

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

  "Where time-based fees are payable (if basis of remuneration has been set at "time basis" according to the bid as per the NDPW Rates.
- C2.1.4.3 Work will be remunerated for at the category level in which it falls as defined above, irrespective of whether the person who in fact executed the work functions at a higher category of responsibility and competence.
- C2.1.5 Set off

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

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

#### C2.1.6.1 Reimbursable rates

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

# C2.1.6.2 Typing and duplicating

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

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

Typing and duplicating expenses shall only be refunded in respect of the final copies of the following documents namely formal reports, formal soil investigation reports, specifications, feasibility reports, bills of quantities, material lists, minutes of site meetings and final accounts. The cost of printed hard covers shall only be paid in respect of documents which will be made available to the public such as bills of quantities and specifications or where provision of hard covers is specifically approved.

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

#### C2.1.6.3 Drawing duplication

- (a) For drawing duplication the standard rate as set out in Table 2 in the "Rates for Reimbursable Expenses" may be claimed or may be claimed according to the provisions as in (b) or (c) below.
- (b) If the Service Provider undertakes the duplication of drawings, using his own duplication equipment, he shall be paid the actual cost incurred on condition that it is not higher than the lowest of three quotations of local firms doing drawing duplication in his locality. Such quotations must accompany his account.

- (c) If the Service Provider does not undertake his own drawing duplication, he shall be paid the lowest of three quotations of local firms doing plan printing in his locality. Such quotations must accompany his account.
- (d) Should there not be three firms doing drawing duplication in his locality, it must be mentioned on his account and the available quotation(s) must then accompany the account.

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

#### C2.1.6.4 Forwarding charges

- (a) Only the charges in respect of the forwarding of parcels by courier or air freight on special request by the Employer will be refunded, provided that such charges will not be refunded if the request had been made as a result of a delay caused by the Service Provider.
- (b) The cost of postage, facsimile transmissions, telephone calls, e-mails, etc, is deemed to be included in the value-based fees and time-based fees paid.
- C2.1.7 Travelling and subsistence arrangements and tariffs of charges

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

#### C2.1.7.1 General

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

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

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

#### C2.1.7.2 Travelling time

Fees for travelling time are as set out in Table 8 in the "Rates for Reimbursable Expenses".

Fees are payable for travelling time at the tariff, as set less 2 hours of each journey on time charges for work done under a value-based fee. Travelling time will be fully reimbursed.

#### C2.1.7.3 Travelling costs

Fees for travelling costs are as set out in Table 3 in the "Rates for Reimbursable Expenses".

Travelling costs will be refunded for the full distance covered per return trip measured from the office of the Service Provider appointed.

Compensation for the use of private motor transport will be in accordance with the Government tariff for the relevant engine swept volume, up to a maximum of 2100 cubic centimetres, prescribed from time to time and as set out in Table 3 in the "Rates for Reimbursable Expenses".

#### C2.1.7.4 Hired vehicles.

In cases where use is made of hired vehicles, the most economical sized vehicle available is to be used but compensation shall nevertheless be restricted to the cost of a hired car not exceeding a capacity of 1600 cc. Where use of a special vehicle is essential (e.g., four track or

minibus to accommodate more people), prior approval in writing must be obtained from the departmental project manager.

#### C2.1.7.5 Subsistence allowance

The subsistence allowances are as set out in Tables 4 and 5 in the "Rates for Reimbursable Expenses".

Only actual costs are payable in respect of absence from office of less than 24 hours.

Should the daily tariff as set out in Table 4 be inadequate, substantiated actual costs plus a special daily allowance as shown in Table 5 for incidental expenses, may be claimed. It must be noted that claims may only be according to Table 4 or Table 5. Accommodation should be limited to the equivalent of a three star hotel and no alcoholic beverages or entertainment costs may be claimed for.

#### C2.2 Activity Schedule

#### C2.2.1 Activities

- C2.2.1.1 The services as defined in the Scope of Services are required. The activity schedule below lists the normal services as defined in the Government Gazetted as well as additional services as defined in the Scope of Services, of this document.
- C2.2.1.2 The estimated normal fees have been calculated using the Government Gazetted Tariffs by applying the applicable fee scale given for a building project, to determine the basic fee and by multiplying the basic fee by the applicable multiplication factor given respectively.
- C2.2.1.3 No allowance has been made in the estimated normal fees for the additional services that have been specified to be included in the normal fees. The tenderer shall make provision for the cost of the additional services that are to be included under normal services by adjusting the percentage tendered.
- C2.2.1.4 The services are to be provided in stages and the proportioning of the fee for normal services over the various stages shall be as set out in the Government Gazetted Tariffs
- C2.2.1.5 The tenderer must make provision for all activities necessary for the execution of the service as set out in the Scope of Services.

#### C3 CIDB BUILD PROGRAMME

- C3.1 In terms of sections 5(2) of the Construction Industry Development Board Act, 2000 (Act no.38 of 2000) (the Act), the Construction Industry Development Board is empowered to promote best practice Standards. This best practice Standard for developing skills through infrastructure contracts, establishes the minimum contract skills development goals to be achieved in the performance of such contracts relating to the provision of workplace opportunities, linked to or leading to:
  - a) a part- or full occupational qualification registered on the National Qualification Framework;
  - b) a trade qualification leading to a listed trade (GG No. 35625, 31 August 2012);
  - c) a national diploma registered on the National Qualification Framework; and
  - d) registration in a professional category by one of the professional bodies listed in the standard
- C3.2 In the event that the cost of PSP exceed R5 Mil, Skills development should apply as per Gazette 48491 of 28 April 2023.
  - Method 3 To provide work integrated learning opportunities for; university of Technology; or comprehensive University P1 & P2. Applicable to this project.
  - Method 4 To provide structured workplace learning for; candidates for professional registration with statutory council.
  - Contract Skills Development Goal (CSDG); Hours Professional Service Contract at 150 hours allocated for placement per R1 millions of contract value.

# APPENDIX E - PROFORMA FOR TRACEABLE REFERENCE LETTERS

Referee Full Name:					
Project Role (indicate) or Project Clie	ent:				
Contact No./s: (1)	(2)	20.	(3)		
Email Address:		Other Cont	tact Details:		
WIMS No. & Bid Description:				=	
Has the project been completed?	YES	□ NO		% compl	ete (if NO)
Provide a brief description of the project		ed to you below:			
Criteria / Risks (mark with an	X)		BELOW expectations	MEETS expectations	EXCEEDS expectations
Professionalism – did the service provimanner, while fulfilling their duties and	der always behave providing the relev	in a professional ant service/s?			
Delivery of services – was the service currently being delivered timeously?	delivered timeously	? Are services			
Delivery of services – was/is the servic satisfactorily to the specifications of the		lelivered			
Sourcing- did/has the service provider equipment, and resources to ensure tir	source/d all require neous delivery of th	ed materials, ne project?			
Knowledge – did/does the service provof the project?	ider show satisfact	ory understanding			
Dealing with challenges – when challer able to satisfactorily address these cha		e service provider			

Communication – was/is the service provi communicate to parties during the project				3
Project management – was/is the service undertake multiple processes of the project management during the project management d	ct concurrently and e	dinate and nsure		
Would you use the provider again?	☐ YES	□NO		
Overall Impression:				P 1
			,	
Other Comments:			 	
Other Comments:				
Approximate value of contract / Value for	fee purposes: R			
(strike off whichever is not applicable)				
Completed by:				
Signature:	<u> </u>			
Company Name:				
Contact Telephone Number:				
Date:				

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



# **KWAZULU-NATAL PROVINCE**

# PUBLIC WORKS & INFRASTRUCTURE REPUBLIC OF SOUTH AFRICA

KZN DEPARTMENT OF HEALTH: THE APPOINTMENT OF A MULTI-DISCIPLINARYENTITY TO PROVIDE AN ARCHITECT (PRINCIPAL AGENT), QUANTITY SURVEYOR, CONSTRUCTION HEALTH & SAFETY AGENT, ELECTRICAL ENGINEER, MECHANICAL ENGINEER, CIVIL AND STRUCTURAL ENGINEER FOR GENERAL JUSTICE GIZENGA MPANZA REGIONAL HOSPITAL: MODIFICATIONS TO THE OLD MATERNITY UNIT

**APPENDIX F** 



## **CHIEF DIRECTORATE**

Physical Address: Block 1, Townhill Office Park, Townhill hospital, 35 Hyslop Road, Pietermantzburg Postal Address: Private Bag X5051, Pietermantzburg, 3200 Tel. 033 940 2558 E-Mail: ntombenhile.zond @kznhealth.gov.za www.kznhealth.gov.za

INFRASTRUCTURE DEVELOPMENT

# **PROJECT BRIEF**

# GENERAL JUSTICE GEZINGA MPANZA REGIONAL **HOSPITAL:** MODIFICATIONS TO THE OLD MATERNITY UNIT **ADDENDUM**

Drafted by:

TIA KATSIKOYIANNIS

Signed: Date:

**Project Leader** 

Recommended by:

**GUGU MASONDO** 

Signed:

Director: Ethekwini Infrastructure

Development Managemeth Hub

Date:

Approved by:

**Document Control** 

MR S MHLONGO

Signed:

Date:

Acting Chief Director: Infrastructure

Development

Initials Revision Number Date 01 03/02/2021 ΖĐ 08/02/2021 02 ZD 03 04 17/03/2021 ZD 25/03/2021 ZD 05 14/04/2021 ZD 06 13/08/2024 SK 07 09/10/2024 SK

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#### 1. Acronyms

AIDS Acquired Immune Deficiency Syndrome

ART Anti-retroviral Treatment

CARMMA Campaign on Accelerated Reduction of Maternal and Child Mortality

CCMDD Chronic Medication Dispensing and Supply Model

CHC Community Health Centre

CIDB Construction Industry Development Board

CPG Contract Participation Goal

DDT Dichlorodiphenyltrichloroethane

DHIS District Health Information Software

EPWP Expanded Public Works Program

FIDPM Framework for Delivery and Procurement Management

GHS General Household Survey

Hep B Hepatitis B

HIV Human Immunodeficiency Virus

HTS Health Technological Services

IC Ideal Clinic

ICRM Ideal Clinic Realisation and Maintenance

ICSM Integrated Clinical Services Management

IDM Infrastructure Delivery Management

iMMR institutional Maternal Mortality Ratio

IPC Infection Prevention Control

IUSS Infrastructure Unit Support Systems

KZN KwaZulu-Natal

KZN-DOH KwaZulu-Natal Department of Health

LTP Long Term Plan

MDR Multi Drug Resistant

MEC Member of the Executive

MNCWH Maternal, Newborn, Child and Women's Health

NDOH National Department of Health

NDP National Development Plan

NHI National Health Insurance

OSS Operation Sukuma Sakhe

PGDP Provincial Growth and Development Plan

PHC Primary Health Care

PLO Project Liaison Officer

PN Professional Nurse

PPE Personal Protective Equipment

PSP Professional Service Providers

SA South Africa

StatsSA Statistics South Africa

STI Sexually Transmitted Infection

TB Tuberculosis

UNAIDS Joint United Nations Programme on HIV/AIDS

WHO World Health Organisation

XDR Extreme Multi Drug Resistant

#### 2. Project Details

• The Facility

General Justice Gizenga Mpanza Regional Hospital

Location

Province: KwaZulu-Natal

The Project details

Project Name:

General Justice Gezinga Mpanza: Modifications to the

Old Maternity Unit

KZN-DOH Project Number:

Project Details / Scope:

**TBC** 

 Renovate Gynae and Post Natal Wards to accommodate Male and Female to Wards

RARU Unit

Conversion of Workshop to Kitchen

OT , MMC, Urology – New building

Refurbishment of mothers lodge

Project Type:

Budget Programme Number:

Budget Programme Name: Sub-programme:

Nature of Investment:

Infrastructure Development - Projects

Programme 8

Health Facilities Management

Sub-Programme 8.2: District hospital Services

Alterations and Additions

#### 2.1. Project Background

#### 2.1.1. A Short History

### 2.2. Situation today

The project was originally initiated as a COVID 19 response project. However, while decrease in COVID 19 response the needs of the Hospital have changed. The focus has shifted to the care of respiratory desease, such as TB wards that were previously accommodated in parkhomes and paediatric care. Also included in the parkhomes are MMC, Urology and Occupational Therapy, these are also to be relocated in this project in rather than the COVID 19 response.

The upgrade to the kitchen has been a long-standing matter, with the increase in patient numbers placing a great strain on the already fragile kitchen facility. Provision to outsource catering services have been requested by the hospital, but has not been provided. Therefore with the re location of the workshops in the New Road & bridge, Bulk Store, Archives and Fencing project, there is the opportunity to renovate this building for a more suitable function.

The long term masterplan of the Hospital does not include the construction of a new Mother's Lodge. Therefore it is recommended that the existing Mothers Lodge is refurbished to meet current standards.

## 2.3. The Site:

The site is located along the R74 close to the N2 national road

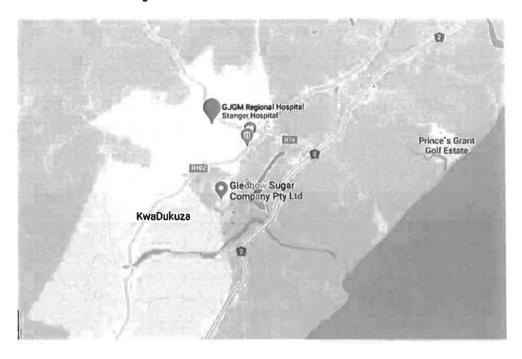


Image 1: Location of General Justice Gizenga Mpanza Regional Hospital Source: Google Maps



Image 2: Location of General Justice Gizenga Mpanza Regional Hospital Source: Google Maps

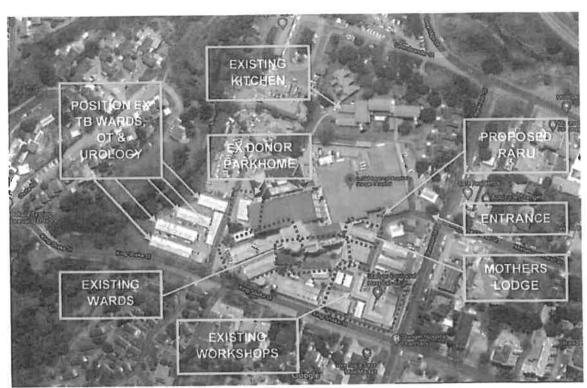


Image 3: The site Source: Google Maps

The Proposed site is the existing old maternity wards as well as the existing surgical and medical wards (2 on site image). At present the wards are being occupied by TB male and female wards due to the parkhome conditions. These parkhomes will be used for decanting during the project. The MMC, Urology and OT will be a new structure constructed in the position indicated by relocating the current donor parkhome.

The wards are located towards the south entrance and can be separated from the main flow of patients. Ambulance entry may be accommodated through the secondary entrance, here again, avoiding interaction with the main flow of patients. In this regard, the position of the proposed wards are found to be suitable.

Restrictions:

None noted

- Heritage components
   No heritage components are noted at this stage
- Survey of the site
   To be included in professional services
- Geo-technical information

  To be included in professional services
- Traffic impact study
  To be included in professional services

- External circulation
  - o Access to the site is via existing roads and walkways
  - o Access to Public transport will off the main entrance on King Shaka Street

.

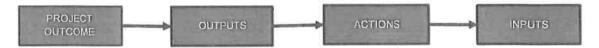
- o Pedestrian routes is via existing roads and walkways
- o Roads are existing and no additional roads is required
- Walkways are existing and no additional walkways are required
- Parking is existing and no additional parking is required
- Climatic conditions
  - O General Climate: The KwaDukuza lies on 60m above sea level
    The climate here is mild, and generally warm and temperate. There is significant rainfall throughout the year in KwaDukuza. Even the driest month still has a lot of rainfall. This location is classified as Cfa by Köppen and Geiger. This is classified as a <u>Humid subtropical climate</u>; coldest month averaging above 0 °C (32 °F) (or −3 °C (27 °F)), at least one month's average temperature above 22 °C (71.6 °F), and at least four months averaging above 10 °C (50 °F). No significant precipitation difference between seasons (neither abovementioned set of conditions fulfilled). No dry months in the summer.
  - Temperature: The average annual temperature is 21.0 °C in KwaDukuza
  - o Rain fall: Precipitation averages 991 mm.
  - o Wind direction: Easterly Source: climate.org
- Aviation for emergency aircraft Helipad on site
- Seismic activity
   None known
- Radio towers
   None on site
- Site orientation
   North East
- Security and access control
   The site is secured by fence and security guards at entry points
- Department orientation and positioning relative to entrances
  - o Maternity wards to be converted are located nearer to the secondary entrance/ exit point.
  - o Rapid Assessment Response Unit (RARU) is proposed to be located at the main entrance of the hospital. This is relative to the primary point of entry.
  - o Kitchen is positioned at the nurses Home Complex
- Existing infrastructure

The existing wards which are to be utilised are masonry brick buildings with Asbestos Roofs. Other structures of the existing hospital are a combination of red face brick and tiled roofs. The new maternity building is a concrete frame building with masonry infill walls, plastered and painted, with feature areas clad in aluminium silver grey cladding.

- Bulk services
  - All bulk services are available on site, however investigations must be conducted to verify that bulk infrastructure is sufficient for the additional design requirements

#### 3.1. Strategic Impact or Objective

The following value chain are used:



### 3.2. Strategic Outcome

#### 3.2.1. KZN Department of Health's Outcome

#### 3.2.2. Project Outcome

#### 3.3. Project Output

#### 3.3.1 The project aims to provide the following outputs:

- 1. The creation of a Rapid Assessment Respiratory Unit (RARU) for the assessment and stabilisation of patients with respiratory symptoms, regardless of the nature of their emergencies, ensuring that they are separated from the main flow of patients coming into the emergency unit, thereby limiting nosocomial transmission
- The conversion of the old maternity ward into the new male and female TB Wards ad Paediatric Surgical wards.
- 3. Relocate the current kitchen to increase its capacity in line with standards.

#### 3.4. Project Actions

The various tasks that must be carried out in order to deliver planned results are the following:

- Stakeholder engagement with facility, the district and provincial programmes
- Project Planning, designs, specifications, etc.
- Documentation
- Approval by Director: Infrastructure Planning
- Construction
- Handover
- Post Occupancy Evaluation
- Documentation of Project and Close Out Information

# 3.5. Project Input

The resources that are needed in order to carry out the project tasks, including staff, skills and materials, are as follows:

# 3.5.1. Project Team

# 3.5.1.1. Hospital Operations Team

Team Member	Name				
Acting Hospital CEO	Mrs EM Shabane				
Medical Manager	TBC				
Nursing Manager	Mrs EM Shabane				
Systems Manager	Mr S Goba				
Finance Manager	Mr J.B. Naidoo				
IPC	Mrs Sarah Moonsamy				
QA	Mrs H Joroo				
HR Manager	Mr S. Govender				
District Representative	Mr D Sikhakane				

# 3.5.1.2. KZN Department of Health - Infrastructure Development

Team Member	Name	Skill level required		
Main members:				
Project Leader	TBC	Professional registration and post registration experience in the health field		
Architect	Tia Katsikoyiannis	Professional registration and post registration experience in the health field		
Quantity Surveyor	Mr P Chowthee	Professional registration post registration experience in the health field		
Quality Assurance	Ms Y Thambiran	5 Years' Experience in Health environment		
Health Technology	Mr N Singh	Director: HTS		
Additional members:				
Electrical Engineer:	ТВС	Professional registration and post registration experience in the health field		
Mechanical Engineer	Kwenza Thabethe	Professional registration and post registration experience in the health field		
Civil/Structural Engineer Mr T Chiro		Professional registration and 6 years post registration experience in the health field		
Occupational Health & Safety	Ms S Ngcobo	5 Years' Experience in Infrastructure environment		
Infection Prevention Control	Ms R Misra	5 Years' Experience in Health environment		

### 3.5.1.3. KZN Department of Health - General

Team Member	Name	Skill level required
Specialised Services and Clinical Support	Mrs P Msimango	Acting: DDG
District Health Services	Dr T D Moji	Acting: DDG
IT Services	V Magaqa	5 Years' Experience in Health environment
Security Services	M Ndlazi	5 Years' Experience in Health environment
Waste Management	TBC	5 Years' Experience in Health environment

## 3.5.2. Oversight Team

Team Member	Name	Skill level required	
Provincial Champion	Mr B G Gcaba	Chief Director	
Provincial Power User	Ms M de Goede	Director	
Project Sponsor	Mr B G Gcaba	Chief Director	
Project Approver	Mr B G Gcaba	Chief Director	
Project Verifier	Mrs Z Thwala	Experience in Health environment	

## 3.5.3. Additional resources required

Over and above the preceding, it is expected that the following resources will be required, with professional registration and post registration experience in the health field:

- Contracting Management staff
- Contracting Admin staff
- Contracting Supervisory staff
- Construction Artisans
- Construction workers
- Casual Labour
- Specialist sub-contractors
- Applicable construction materials
- Required construction equipment and machinery

### 3.6. Legislative and Other Mandates

#### 3.6.1. Constitutional Mandates<sup>1</sup>

- The Constitution of the Republic of South Africa (Act No. 108 of 1996): In terms of the Constitutional provisions, the Department is guided by amongst others the following sections and schedules:
  - Section 27(1): "Everyone has the right to have access to ... health care services, including reproductive health care."
  - Section 27 (2): The State must take reasonable legislative and other measures, within its available resources, to achieve the progressive realisation of each of these rights.
  - o Section 27(3): "No one may be refused emergency medical treatment."
  - o Section 28(1): "Every child has the right to ...basic health care services..."
  - o Schedule 4 list health services as a concurrent national and provincial legislative competence.

### 3.6.2. Legislative Mandates

In carrying out its functions, the Department is governed mainly by the following national and provincial legislated Acts and Regulations. Some of the legislation has a specific/ direct impact on the Department whereas others have a more peripheral impact:

#### 3.6.2.1. National Legislation

Source: www.gov.za

The infrastructure programme of the Department is largely governed by the following primary legislation (including any subsequent amendments):

- National Health Act, Act No. 61,2003
- Public Finance Management Act, Act 1 of 1999
- Government Immovable Assets Management Act, Act 19 of 2007
- Division of Revenue Act, Act 10 of 2015
- Construction Industry Development Board Act, Act 5 of 2000:
- Spatial Planning and Land Use Management Act, Act 16 of 2013 and Regulations
- Medicines and Related Substances Act, 101 of 1965
- Hazardous Substances Act, 15 of 1973
- Occupational Diseases in Mines and Works Act, 78 of 1973
- Pharmacy Amendment Act, No. 1 of 2000 (as amended)
- Health Professions Act, Act 56 of 1974 (as amended)
- National Policy for Health Act, Act 116 of 1990
- Choice on Termination of Pregnancy Act, Act 92 of 1996 (as amended)
- Tobacco Products Control Amendment Act, Act 12 of 1999 (as amended)
- National Health Laboratories Services Act, Act 37 of 2000
- Mental Health Care Act, Act 17 of 2002
- Nursing Act, Act No. 33 OF 2005
- Child Care Act, Act No. 74 of 1983
- Occupational Health and Safety Amendment Act, Act No 85 of 1993
- National Archives and Records Service of South Africa Act, Act No 43 of 1996 (as amended)
- Public Service Act of 1994

<sup>&</sup>lt;sup>1</sup> KwaZulu-Natal Department of Health - STRATEGIC PLAN 2015-2019

- Employment Equity Act, Act No 55 of 1998 (as amended)
- State Information Technology Act, Act no 88 of 1998
- Skills Development Act, Act no 97 of 1998
- Promotion of Access to Information Act, Act no 2 of 2000
- Promotion of Administrative Justice Act, Act No. 3 of 2000
- Promotion of Equality and Prevention of Unfair Discrimination Act, Act No 4 of 2000
- Broad-Based Black Economic Act No. 53 of 2003
- Council for the Build Environment Act, Act No 43 of 2000
- Architectural Profession Act, Act No 44 of 2000
- Engineering Profession Of South Africa Act, Act 46 of 2000
- Quantity Surveying Profession Of South Africa Act, Act 49 of 2000
- Project and Construction Management Professions Of South Africa Act, Act 48 of 2000

### 3.6.2.2. Regulations, Norms and Standards and Guidelines

- Regulations Regarding Communicable Diseases 2008
- Emergency Medical Services Regulations 2015
- Construction Regulation 2014
- Infrastructure Unit Support Systems (IUSS) Health Facility Guides
- National Core Standards for Health Establishments in South Africa National Department of Health 2011
- Ideal Facilities
- National Food Service Management Policy Volume 1, National Guidelines for Food Service
  Units in Hospitals and Health Institutions Volume 2, National Food Ration Scales for Food
  Service Units in Hospitals and Health Institutions Volume 3, National Specification for
  Perishable and Non-Perishable Foods, National Manual for the planning of a food service Unit
  and Dining Hall for a Hospital and Health Institutions Volume 5
- Certificate of Acceptability (CoA) as per Regulation R962 governing general hygiene requirements for food premises and the transport of food, 23 November 2012 under Foodstuffs, Cosmetics and Disinfectant Act (Act 54 of 1972 as issued by the Local Municipality.

#### 4. Clinical Brief

### 4.1. Situational Analysis

#### 4.1.1. Overview of the District

The iLembe District Municipality is a Category C municipality situated on the east coast of KwaZulu-Natal, bordering the Indian Ocean. It is the smallest of the province' district municipalities; making up a mere 3% of its geographical area. ILembe consist of four local municipalities located between Durban and Richard's Bay: Mandeni, KwaDukuza, Maphumulo and Ndwedwe. The seat of iLembe is KwaDukuza (previously Stanger). The town straddles Tugela River; the traditional border between former Colonial Natal and the Kingdom of Zululand, the site of historical and cultural events. The majority of the rural inland areas are tribal authority areas, characterised by subsistence farming. At the border of the district is the Unicity of Durban in the immediate south, which is linked by the coastal highway to Richards Bay in the north, giving it access to both harbours for trade purposes. It is also a leading place for the tourism industry because of its rich Zulu Kingdom heritage, as it was named in recognition of King Shaka.

Source: iLembe District Health Plan 2019/20 - 2021/22

#### 4.1.2 Demographic Profile

ILembe district settlement patterns are reflected in its geography with KwaDukuza and Ballito being major economic spaces with massive infrastructure and opportunities for further development potential along many fronts along major corridors and within urban centres. On the other side of the demography there is Maphumulo, Ndwedwe and Barnshela areas isolated and lagging behind as pockets of poverty and spatial, infrastructure marginalization. There is also Mandeni area which its historical rural trajectory has been complemented by industrial production and this has been a source of inspiration and livelihood for people of Mandeni.

Both KwaDukuza and Ballito continue to benefit from the population of rural areas of other small towns of the district as people perpetually move to search for better life and economic opportunities. The settlement patterns of the district are highly influenced by the high level existence of major commercial agriculture in the east and investment opportunities on the coastline. Formal commercial and industrial activities are concentrated in KwaDukuza, Ballito and Mandeni area.

The settlement patterns in iLembe's four family local municipalities vary significantly,

- KwaDukuza (urbanised population and commercial agriculture).
- Mandeni (substantial urban areas, but with traditional settlement areas and agriculture)
- Maphumulo (substantially traditional settlement) and
- Nowedwe (substantially traditional settlement with some commercial farming)

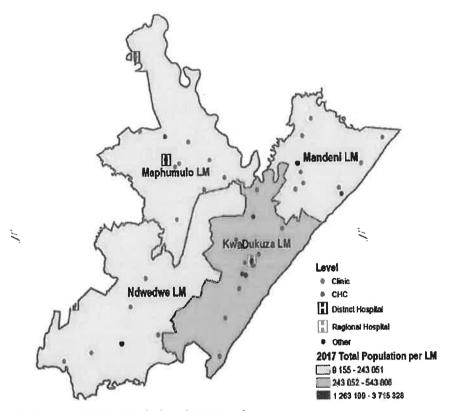


Figure 3: iLembe population demography
Source: Mid-Year Population Estimates 2016, Stats SA

#### 4.1.3 Socio-economic Profile

The population increased from 2006 (233 628) to 2016 (318 376) for the age categories 20-54 years old by 27% (84 748). There is an ageing female population. This requires additional PHC outreach services for preventing and promoting health. The district population for the age category 10 to 19 years is more than that of the national average. This age category is a target focus area for reproductive health services as evident and linked to the indicator "delivery 10 to 19 years in facility rate" which was 20.2% (target 9.5%) in the 2017/18 financial year.

The unemployment rate increased from 22.39% to 30.6% in 2011. While the employment dynamics show a decrease in unemployment rate for all the four local municipalities from the year 2001 to 2011, Maphumulo still has the highest unemployment rate, at 25% in 2011. The youth unemployment also decreased for all the local municipalities in the same period. Youth unemployment at 37.2% is a cause for concern as some areas in the district has a high teenage pregnancy rate. Ten schools were identified that have high pregnancy rate; Maphumulo is the leading sub district, followed by KwaDukuza with the highest teenage pregnancy. Activities to address this will be included in the operational plans.

The district has experienced a decline in the number of people with higher education. There was a decline from 3.7% to 3.1% in 2011 pointing to a possible emigration of highly skilled workers. The number of people with matric has however increased to 26.6% in 2011. There are some specific issues to be addressed relating to education that include the quality of education facilities, the infrastructure available at these facilities, inability to attract high quality educators and the uncoordinated and untargeted adult education and literacy programmes. It should be noted in the district development efforts that by enhancing the skills, knowledge and abilities of individuals, the human resource development plan and initiatives seek to improve the productivity of people in their areas of work —

whether they are in formal or informal settings. The increased productivity and improvements to the skills base in the district aim to support economic and social development, with improved health outcomes. Source: iLembe District Health Plan 2019/20 - 2021/22

# Overview of General Justice Gizenga Mpanza Regional Hospital

General Justice Gizenga Mpanza Regional Hospital (GJGMRH) is located between Durban and Empangeni. It is the only regional facility in the district of iLembe. The hospital has 500 beds and offers among others the following package of services:

- Emergency medicine
- Internal Medicine
- Mental Health
- Paediatrics and Neonatology
- Obstetrics and Gynaecology
- General Surgery
- Orthopaedics
- Ophthalmology
- **ENT**
- Urology
- Family Medicine
- Dermatology
- Radiology
- **Dental Services**
- Phycology
- Physiotherapy
- Occupational Therapy
- Audiology and speech Therapy
- Other support services

Additionally, the facility receives referrals from three district hospital, two community health Centres and nine PHC clinics.

#### 4.1.2. **Epidemiology**

According to the KZN Hospital Survey 2011, 39% of patients admitted to public hospitals are admitted for infectious diseases; 37.4% for non-communicable conditions; and 23.6% for injuries. Nearly one third of female admissions are for normal vaginal delivery. Admissions with HIV as primary condition are rare, with most patients admitted with infections such as TB and pneumonia as primary cause and HIV as underlying cause. The burden of HIV is shared at District and Regional Hospital levels with 57.5% of HIV positive patients admitted in District Hospitals (25% of total admissions) and 42.5% in Regional Hospitals (20% of total admissions).

(The above has been extracted from the KZN-DOH Strategic Plan 2015-2019 which contains more detailed information.)

#### Scope of the Project 4.2.

#### Brief overview of the Project Scope 4.2.1.

- Master planned co-ordination of all required design components and buildings 11
- External Works design and co-ordination of hospital planning reconfiguration such access 2) roads, entrances, relocation, landscaping and demolitions as required for the areas of intervention
- Site fire compliance for the Hospital. 31
- The areas of intervention are as follows: 4)

# RENOVATE GYNAE AND POST NATAL WARDS TO ACCOMMODATE MALE AND FEMALE TB WARDS

- Renovate all existing ablutions O
- Replace asbestos roof 0
- replace floor finish 0
- Renovate ward to accommodate maternity patients and include service spaces.

PAEDIATRIC SURGICAL WARD: Renovate the existing gynae ward to accommodate a complaint paediatric surgical ward.

#### **RARU UNIT:**

Convert area at ambulance emergency entry to accommodate for 4-6 x patient holding beds, 1x anteroom adjoining Assessment/ treatment room- Design not to impede on ambulance flow. RARU unit to remain as permanent structure.

KITCHEN: Workshop building to be converted to new kitchen. Kitchen to be located from current position at the staff residences. New Workshop to be constructed as per New Road & Bridge, Bulk Store, Archives and Fencing Project. Additional building area to added to be complaint

OT, MMC, UROLOGY: These services are currently operating from Parkhomes. It is required that that all parkhomes are vacated and that this space is use more effectively. It is proposed that these services are relocated to new position as indicated with donor parkhome relocated to new position

REFURBISHMENT OF MOTHERS LODGE: This was originally a paediatric ward which was converted to a Mothers Lodge 20 years ago. The infrastructure has not been well maintained and does not meet the standards for a Mother's Lodge. Therefore this space is to be upgraded

#### **Brief Conditional Assessment** 4.2.2.

The hospital consists of congested ad hoc placed structures. Any new

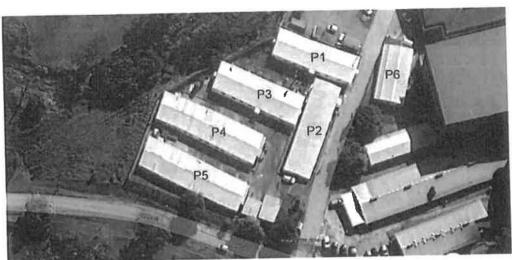


Image 3 Site location Source: Parkhomes (Google Earth Pro

# Parkhome P1 - EX Paediatric Surgical Wards

The parkhome is in use as storage for OPD.

# Parkhome P2 - Urology and Occupational therapy

The parkhome is in use.

# Parkhome P3 - Male Medical Circumcision (MMC)

The parkhome is in use

# Parkhome P4 - EX TB Male Ward

The parkhome is no longer in use due to its poor condition. The Male TB ward has been relocated to the old maternity building.

# Parkhome P5 - EX TB Female Ward

The parkhome is no longer in use due to its poor condition. The Male TB ward has been relocated to the old maternity building.

# Parkhome P6 - Donor parkhome service

This parkhome dose not belong to the institution, but would have to be relocated with the new planning.

The parkhomes are in poor condition, with damage to the floors, ceilings and poor joinery fittings. The rooms are not designed as per norms and standards for the clinical services offered with poor wheelchair and accessible access. This is important since 1 of the parkhomes is occupied by Occupational Therapy.



Photo: entrance to ex Male TB ward



Photo: Male TB ward vacated



Photo: poor floor: MMC



Photo: close off area MMC

### Kitchen

The hospital is currently utilising the kitchen designed for the staff residential component of the hospital and is grossly inadequate for the use as a Kitchen servicing a 500 bedded Regional Hospital.

There are space constraints as well as IPC issues noted in the flow and finishes of the kitchen.









Image 4, 5, 6, 7 indicating the current condition of the kitchen

#### **RARU UNIT:**







image 8, 9, 10 Proposed RARU unit area

The proposed area for the RARU (Rapid Assessment Respiratory Unit) is located at the entrance of the hospital. This area is currently being utilised by the Ambulance Bays. Design of the RARU unit must not compromise the route of the ambulance to the area, nor should it create an impediment to the main entrance of the building.

#### **Assessment of Workshops**

The workshops are in a fair robust condition are not in need of upgrade. There is inefficient use of space however, with items that can be disposed of which would free more area.

However, when considering the overall planning of the Hospital in the context of other projects planned, the workshop space could be used for urgent priorities.

The relocation of the the workshops are included in the bulk store project to take advantage of the new service entrance and to delivery entrance. The Hospital will therefore benefit from proper zoning of units and functionalities.

It is therefore recommended that this area be converted into a kitchen as the current kitchen is inappropriately located away from the wards.



Photo: External Area Workshops



Photo: Internal Area workshops

Labour, Post Natal and Gynaecology Wards









image 11, 12, 13, 14 Condition of old Maternity wards





Image 15, 16 Condition of old maternity wards

#### MOTHERS LODGE

The mothers lodge houses 32 people and there is no security or emergency exit in case of fire. There is not sufficient ventilation, as the air conditioning does not work. New kitchen joinery to be installed as there is no sink or adequate cupboard space. Toilets and ablutions require refurbishment and the whole area requires repainting.



Image 18 Mothers Lodge



Image 19 Mothers Lodge

# 4.2.3. The Proposed Service Profile

### 4.2.3.1. Division of Care

Division of care provides a differentiation between care in terms of type as well as well as applicable security measures. See details in table below:

Table 1: Division of Care

Type of Service		Service Area	Security grading
In-patient care wards Patient Care		Wards, Administration, Storage and Staff Facilities, dispensing	Medium security
Rapid Assessment Response Unit (RARU)	Patient Care	Emergency, observation	High security
MMC, Urology Clinic	Patient Care	Clinic, procedure	Medium security
ОТ	Patient Care	Rehabilitation	Medium security

# 4.2.3.2. Functional Areas

Table 2: Clinic Functional Areas

Clinical In-patient Areas	Administration area	Staff Area	Service support area	Other areas
Male TB Ward	Office/ Duty room	Staff room, kitchen	Waste, Sluice, linen, Equipment room, Clean utility, Dirty utility, Kitchen	
Female TB Ward	Office/ Duty room	Staff room, kitchen	Waste, Sluice, linen, Equipment room, Clean utility, Dirty utility, Kitchen	
MMC, Urology Clinic	Office/ Duty room	Staff room, kitchen	Waste, Sluice, linen, Equipment room, Clean utility, Dirty utility, Kitchen	
ОТ	Office/ Duty room	Staff room, kitchen	Waste, Sluice, linen, Equipment room, Clean utility, Dirty utility, Kitchen	OT Gym

#### Phasing, Decanting and Incubation Strategies 4.2.4.

#### Phasing

Phasing is required to be considered as the ex Maternity wards are already occupied with Male and female TB patients and the project has a dependency on the New bulk store project that is being implemented at the same time. Therefore the project will be built in 2 construction phases.

The following sequence of works is recommended to integrate with the New Bulk Stores project

- 1. TB wards/Paediatric Surgical Ward to be renovated in the first phase to facilitate the removal of the existing parkhome used for decanting
- 2. Refurbishment Of Mothers Lodge to be renovated with wards
- 3. OT, Urology and MMC to be renovated in the first phase to facilitate the removal of the existing parkhome used for decanting
- 4. RARU this does not have phasing dependency
- 5. Kitchen (Workshops) this should be implemented at the second phase to allow the bulk stores project to progress that will incorporate the new workshops. This phase has a dependency on the first parkhome being removed.

### Decanting

The TB Patients and paediatric and mother loadge are to be moved back to the parkhomes that they vacated during the project. Thereafter, the parkhomes will be removed.

OT, Urology and MMC parkhomes will be required to be demolished for another project. In order to avoid a dependency, additional parkhomes will have to rented in order house these units during construction.

## Contingencies Not applicable for this project

#### Redundancles

The kitchen at the staff accommodation will continue during construction. When the new kitchen is completed, the existing kitchen can remain to serve the staff accommodation hall.

#### **Technical Brief** 5.

#### **Detail Scope of Work** 5.1

### The detail scope of works is as follows:

The Professional Service Provider Designer Team is to masterplan all elements required in this brief, to be included in the Stage 2 Concept design to achieve general coherence at the Hospital. Planning to consider other projects implemented at the Hospital currently.

#### Renovate maternity ward for TB ward use: 5.1.1.

- Reconfigure space for clinical compliance and IPC
- Reconfigure mechanical ventilation required to establish air flow rates and scope of mechanical ventilation required should natural ventilation
- Supply oxygen points to all beds, including medical gas and vacuum.
- Replace Asbestos roof

#### Renovate Gynaecology/Post Natal for TB ward use: 5.1.2.

- Reconfigure space for clinical compliance and IPC
- Reconfigure mechanical ventilation required to establish air flow rates and scope of mechanical ventilation required should natural ventilation
- Supply oxygen points to all beds, including medical gas and vacuum.
- Replace Asbestos roof

#### Renovate Gynaecology/Post Natal for Surgical Paediatric use: 5.1.3.

- Reconfigure space for clinical compliance and IPC
- Reconfigure mechanical ventilation required to establish air flow rates and scope of mechanical ventilation required should natural ventilation
- Supply oxygen points to all beds, including medical gas and vacuum.
- Replace Asbestos roof

#### Creation of RARU Unit 5.1.4.

- Convert area at ambulance emergency entry to accommodate for 4-6 x Assessment beds-Design not to impede on ambulance flow.
- Portable services to beds are recommended
- Provide WHB as required

#### Relocation of the Kitchen 5.1.5.

Additions and alterations to convert existing workshops into a kitchen

# 5.1.6. OT, MMC, Urology:

These services are currently operating from Parkhomes. It is intended that all parkhomes are vacated and that this space is use more effectively. These services to be relocated to a new location.

## 5.1.7. Refurbishment of Mothers Lodge

- Digital access lock to main door
- Compliant emergency exit
- New AVAC ti unit
- Telephone point to unit
- Kitchen joinery
- Painting of the unit
- Renovations of the ablutions
- · HTS for this unit

### 5.1.8. External works

Reconfiguration of parking, roads, entrances, landscaping to achieve planning coherence

# 5.1.9. Orientation and Rational Planning Principal

- Architectural character of the building will not change as it is existing. Standard building materials and building elements will be used.
- Space norms and room design are to be guided by current norms and standards: The IUSS guidelines are to be followed where possible, but at a minimum R158 must be adhered to. Where space is insufficient to meet the minimum standards due to buildings being of an existing nature, this <u>must</u> be brought to the attention of KZN- DoH for consideration and approval.
- Where additional building elements were required, they were specified to match existing or referred to KZN Department of Health's Specification documents.
- The design should balance requirements for clinical need and time within the constraints of an existing building.
- Use of latest technology and innovations to aid in healing are to be considered and installed where possible.

# 5.1.10. Building and Engineering Services

The following engineering systems are to be considered and further advised by :

#### **Mechanical Services**

- HVAC (loads and airflow rates to be confirmed by the Mechanical Engineers)
- Where additional oxygen points are required- this must be in accordance with the relevant standards and are to be advised by DoH mechanical Engineers. Impact on existing systems must be assessed and designed

### **Electrical Services**

- Fire detection per cubicle
   detector + fire panel + voice evacuation system.
- Signage
- Access control

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# Civil Engineering

- o Water
  - Potable water- available
  - Fire Water- to be confirmed
- o Sewer- existing
- o Storm water- existing
- o Grey water- none

## Other Bulk Services

- o ICT network and cabling
- o Electronics access control
- o Telecommunications
- o IT Communication

Fire

- All buildings to comply with statutory or rational fire design
- o Site fire compliance

# 5.1.11. Unit Configuration Principals

#### **TB WARDS**

The figure below is the guide for a highly infectious diseases unit.

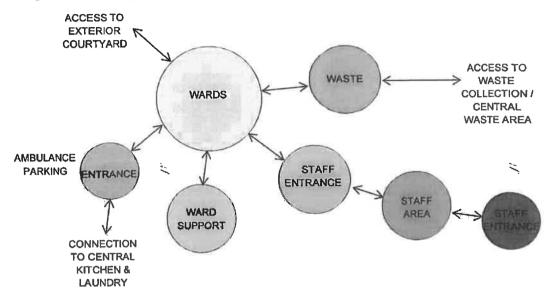


Figure 1: Flow of staff and patients and services

The unit is separated from other hospital wards and functions. However, the following considerations ae to be made in relation to the servicing of this unit:

- Ambulance access for patient drop off is essential
- The unit needs to connect into the hospital's existing food services system
- The unit produces a large volume of waste that needs to be collected directly from this unit
- Exit point and connection to the mortuary is required

Within the unit access should be strictly controlled due to infectious desease.

For these reasons the following should be considered:

- A series of access control points should be considered to allow for a layering of functional zones:
  - o The entrance
  - o Ward Support Services
  - o Ward
  - Staff Area
- This allows for the ward support areas, including store rooms, ward kitchen etc. to be accessed
  without entering the ward itself. While the inclusion of these rooms allows the unit to function as a
  more general nursing unit at times.
- Staff should have suitable administration, meeting and rest space outside of the ward.

# PAEDIATRIC SURGICAL WARD

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The use of colour and unintimidating décor is recommended. Artworks in these areas should aim to distract children while creating a calm and homely atmosphere.

Paediatric wards should be flexible in order to accommodate the needs of all babies and young children, adolescents and their families, regardless of ther health problems. Gender separation is important when admitting adolescents.

The paediatric inpatient facilities in a hospital operate 24 hours a day, seven days a week. The paediatric outpatient facilities operate during normal working hours (eight hours a day), with the emergency services being open for 24 hours a day, seven days a week.

Emergency admissions will be from the operating suite or external retrieval, which is why a 24-hour readiness for admissions is essential.

Staff who are present in the paediatric unit include unit-based nursing staff that provide continuous care to children during shifts, visiting clinical staff who call in to provide periodic or specialised care to children (such as medical doctors and allied healthcare workers) and persons who provide support services (such as cleaning and maintenance staff). Visiting and teaching activities may also take place. Staff numbers are dependent on the activities provided within the paediatric unit.

Accommodation for parents in a hospital is calculated depending on the hospital location (rural or urban) and the type of hospital and services rendered, for example, a tertiary hospital will provide specialised services, such as oncology, for which patients and their parents may have to travel from another area. In this case, the parent may need to be accommodated.

Children up to seven years of age are more likely to have a parent with them over a 24-hour period.

There are three distinct categories of direct activity that take place at the bedside. These include the following:

# Clinical treatment and care:

- Admitting patients, with the intimate discussion of personal matters
- Specific medical and nursing interventions and observation
- Inform, discuss, listen and advise both patients and relatives

# Personal care and maintenance:

- Sleeping and resting
- Eating, drinking, washing and using the toilet
- Entertainment/diversion, reading, watching TV
- Receiving visitors

# Support activities:

- Preparing clinical procedures
- Maintaining records
- Holding stores
- Communicating
- Developing staff skills

#### **FUNCTIONAL ZONES**

ZONE	DESCRIPTION
Public zone	Waiting area, reception and circulation
Patient zone	Bed units, play areas, treatment areas, counselling areas and ablutions
Administration zone	Nurses' station, office and clinical workstation
Support services zone	Kitchen, stores, clean and dirty utility, and waste areas
Staff zone	Staffroom, lockers and ablutions, and doctors' overnight accommodation
Training zone	Meeting rooms

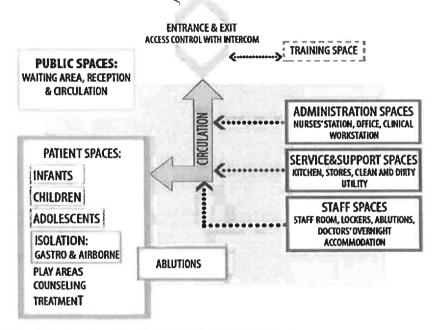


Figure 2: Functional areas within the Paediatric Inpatient Ward

IUSS PAEDIATRIC AND NEONATAL FACILITIES

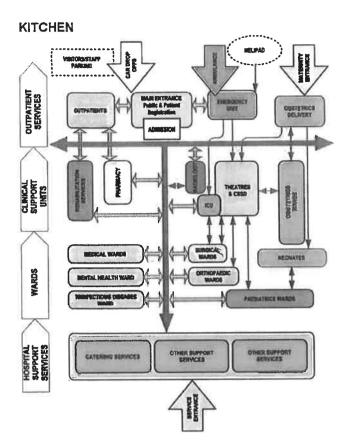


Figure 3: Kitchen Departmental Relationships (Source: IUSS Catering Services for Hospitals)

- The kitchen should be on 1 level
- The kitchen is to be located centrally to supply patients needs within the shortest possible time and have direct connection to hospital corridors
- The kitchen should be on the same level on the same level of the wards to reduce transport distance and the movement of people. Currently the kitchen is located at a much lower level to the Hospital. There is direct access to the proposed new location of Patterson Street
- The transport corridors must be covered with an even surface snd ramps should be within the
  design tolerance required by the food trolleys. Alternative routes should be available in emergency
  situations
- Due to the nature of the activities taking place in the catering department it is a high fire risk area. Fire fighting vehicles should therefore need to have immediate and easy access to the unit
- The unit should not be located where it may be exposed to airborne and waterborne contamination
- There should be ground level access for delivery vehicles to delivery bay
- There should be sufficient space for manoeuvring service and other vehicles
- The unit should have easy access to a good road system to ensure access for deliveries of supplies and refuse removal
- The removal of refuse form the refuse area to the central refuse removal must take place through exit door with a ramp
- It is noted that the current kitchen shares the building with laundry services. Laundry services to remain and the kitchen to be designed as such as to have no cross flow with the laundry and to be independent from the laundry activities for IPC control.

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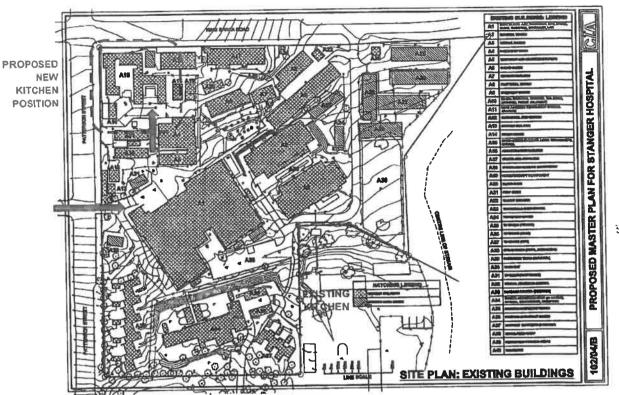


Figure 3: Current and proposed position of kitchen

Kitchen design to comply with requirements and workflow as per IUSS Catering for Hospital Services

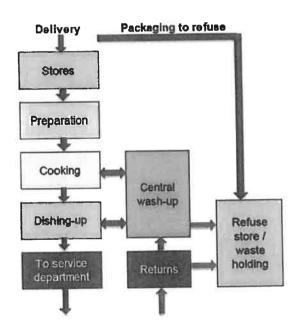


Figure 4: General Workflow (Source: IUSS Catering Services for Hospitals)

#### OT, MMC AND UROLOGY

Occupational therapy, MMC and Urology to be located close to clinical support services such as X-ray and theatres, wards and Outpatients. Occupational Therapy to also be located close to workshops. Therefore these services are to located centrally.

It is imperative that the Occupational therapy building is accessible by levels for disabled patients.

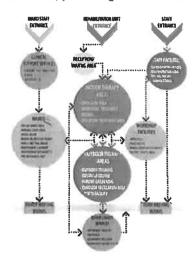


Figure 5: Occupational Therapy Functional Relationship (Source: IUSS Catering Services for Hospitals)

#### **MOTHERS LODGE**

Day room/lounge

This is a unit where the mother is accommodated while her child is being cared for as an inpatient in the hospital:

Minimum of two beds

En suite ablutions

#### Location

Access to the neonatal and paediatric wards
Within close walking distance of the neonatal ward

#### Bed accommodation

Maximum of six patients per cubicle Minimum of 7.5 m2 per bed Close to support area Minimum of two beds

#### Ablutions

One bath/shower per six mothers
One toilet and hand-wash basin per six mothers

IUSS MATERNITY CARE FACILITIES

### RAPID ASSESSMENT RESPONSE UNIT (RARU)

The respiratory area is a short term treatment area for patients who present with respiratory conditions that can be treated in the Emergency Centre and who are likely to be discharged after a few hours of treatment. The size of the area depends on the size of the facility.

This area is located adjacent to the majors area within sight of the central nurses station.

#### REQUIREMENTS

- · Comfortable reclining chairs (not trolleys);
- · Each chair area to have immediate access to:
- Piped oxygen
- Medical gas
- Suction
- At least 4 power points.
- Equipment: Basic observations and oxygen saturation monitor;
- Shelving/Cupboards: For stationery, nebulisation medications and stock;
- · Air conditioning: Should have windows that can be opened, natural light and TB lights.

#### **IUSS EMERGENCY CENTRES**

### 5.1.12. Accommodation schedule

The accommodation schedule is to be derived from the scope of works.

All guidelines must be considered in determining the number of beds, which may be accommodated in the spaces available.

Below is the diagrammatic indication of the proposed division of space. Spatial layouts are to be developed further. After use of the wards must be considered in the design, with minimal to no changes required for proposed future use.

The following are renovated structures

- Male and Female TB wards
- Paediatric Surgical
- RARU Unit
- Workshop to Kitchen
- Mothers Lodge

The following are new structures

- Occupational therapy
- MMC
- Urology

Req	No	No of persons	Size m²	Total m²	Room/area
TB WA	RDS MA	ALE		Miletel	
					PATIENT AREAS
1	1	2	27m²	27m²	2 bed Ward
1	2	8	44m²	88m²	4 bed ward
V	1		15m²	15m²	Male patient ablutions
1	1		15m²	15m²	Female patient ablutions
1	1	10	40m²	40m²	Patient day room
1	1	1	4m <sup>2</sup>	4m²	Cough booth
1					STAFF AREAS (SHARED)
1	1	1	16m²	16m²	Operational Managers Office
1	1	4	20m²	20m²	Nurses station/duty room
1	1	11	12m²	12m²	Doctors Office
√	1	1	15m²	15m²	Doctors Call room/WC/Shower
√	1	10	20m²	20m²	Staff tea room/kitchenette
1	1		10m²	10m²	Staff Ablutions
1	1		16m²	16m²	Staff change with lockers
1					SERVICE SUPPORT AREAS
1	1		2m²	2m²	Bay Mobile Equipment
1	1		2m²	2m²	Bay resuscitation trolley
1	1		12m <sup>2</sup>	12m²	Clean utility room
1	1		12m²	12m²	Cleaners room
1	1		12m²	12m²	Sluice room
1	1		12m²	12m²	Store - Clean linen

Req	No	No of persons	Size m²	Total m²	Room/area
1	1		12m²	12m²	Store - Equipment
4	1		12m²	12m²	Store – Kit room
V	1		12m <sup>2</sup>	12m²	Store Medicine
V	1		12m²	12m²	Store - Consumable (surgical and medical)
1	1		12m²	12m²	Store stationery
1	1		25m <sup>2</sup>	25m²	Treatment room
1	1		15m²	15m²	Inpatient kitchen
					PUBLIC AREAS
V	1		70m²	70m²	Inpatient unit corridor
1	1		2m² 📉	2m²	Entrance
4	1	5	15m²	15m²	Visitors waiting area
SUB TO	TAL			537m <sup>2</sup>	
IB WAF	RDS FE	MALE			
					PATIENT AREAS
V	1	2	27m²	27m²	2 bed Ward
1	2	8	44m²	88m²	4 bed ward
1	1		15m²	15m²	Male patient ablutions
4	1		15m²	15m²	Female patient ablutions
1	1	10	40m²	40m²	Patient day room
1	1	1	4m²	4m²	Cough booth
					PUBLIC AREAS
1	1		70m²	70m <sup>2</sup>	Inpatient unit corridor
<b>V</b>	1		2m²	2m²	Entrance
1	1	5	15m²	15m²	Visitors waiting area
UB TO	TAL		A shall so had	537m <sup>2</sup>	There was a second
AEDIA	TRIC U	NIT SURGICAL			
1	1		10m²	10m²	Entrance
1	1		20m²	20m²	Waiting area
1	1		1	1	CLINICAL AREAS
V	1		20m²	20m²	Nurses station
1	8		14m²	112m²	General Surgical Beds
1	2		14m²	28m²	High Care surgical Beds
1	1		14m²	14m²	Surgical Isolation Beds
1	8		25m²	112m²	General Orthopaedic Beds
1	2		14m²	28m²	High Care Orthopedic Beds
1	1		14m²	14m <sup>2</sup>	Orthopedic Isolation Beds
1	6		10m²	60m <sup>2</sup>	
1	1		25m²	1	Transit beds
V	2		14m <sup>2</sup>	25m <sup>2</sup> 28m <sup>2</sup>	Dressing room

Req	No	No of persons	Size m²	Total m²	Room/area
1	1		12m²	12m²	Treatment/procedure meeting
1	1		9m²	9m²	Counselling room
1	1		14m²	14m²	Consulting room
1	1		20m²	20m²	Paediatric Ablutions
4	1		20m <sup>2</sup>	20m²	Burns bath
1	1	í.	75m²	75m <sup>2</sup>	Outside Play area
1	1		30m²	30m²	Interior play area with TV and play corner
1	1				SUPPORT
1	1		5m²	5m²	Sundries store room (with work surface and wash handbasin)
4	1		5m²	5m²	Linen room (Shelving)
1	1		5m²	5m²	Dirty utility room
1	1		12m²	12m²	Pharmaceutical room (shelves and medicine cupboards)
	1		5m²	5m²	Kit room
1	1		6m²	6m <sup>2</sup>	Ward Kitchen
V	1		12m²	12m²	Equipment/beds storage
V	1		15m²	15m²	Office
1	1		15m².	15m²	Tea room
1	1		15m²	15m²	Staff ablutions
4	1		5m²	5m²	Clean utility room/cleaners room
				727102	
MOTH	ER LO	DGE			
14	1	32	201m <sup>2</sup>	201m²	Mothers Lodge & Ablutions
RARU	UNIT		No. of Contract of		
1	1		6m²	6m²	Entrance
V	1	2	15m <sup>2</sup>	15m²	Duty Station central monitoring
1	1	6	44m²	44m²	6 bedded unit
1	1		6m <sup>2</sup>	6m²	Staff toilet
1	2	2	12m²	24m²	Offices
1	1		10m²	10m²	Sluice Room
V	1		10m²	10m²	Store
1	1		17m²	17m²	Circulation
	TOTAL	A STATE OF THE PARTY OF THE PAR		132m²	
KITC					
1	1		25m <sup>2</sup>	25m²	A. Loading Platform
1	1		25m²	25m²	B1 . Preparation of Vegetables
1	1		20m²	20m²	B2. Removal of Packaging
			35m <sup>2</sup>	35m²	C1. Grocery Store
V	1	1	.721011***		

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Req	No	No of persons	Size m²	Total m²	Room/area
1	1		20m²	20m²	C3. Bread Room
1	1		20m²	20m²	C4. General Cold Room
V	1		16m²	16m²	C5. Milk Cold Room
V	1		10m²	10m²	C6. Cold Room
1	1		20m²	20m²	C7. Veg & Fruit Cold Room
4	1		10m <sup>2</sup>	10m <sup>2</sup>	C8. Deep Freeze
1	1		10m²	10m²	C9. Veg & Fruit Store
1	1		10m²	10m²	C10. Cleaner Equipment Store
4	1		12m²	12m²	C11. Crockery, Cutlery, and linen store
1	1		13m²	്13m²	C12. Cold room-refuse room
1	1		24m²	24m²	D1. Veg Preparation
1	1		14m²	14m²	D2. Fish & Chicken Preparation
4	1		12m²	12m²	D3. Meat Preparation
V	1		16m²	16m²	D4. General Preparation
1	1		29m²	29m²	D5. Bread & Sandwich
4	1		18m²	18m²	D6. Therapeutic Preparation
4	1		18m²	18m²	D7. Tube Feed Preparation
<b>V</b>	1		135m²	135m²	E1. Cooking Area
V	1		48m²	48m²	F1. Dishing up and Garnishing
4	1		45m²	45m²	K2. Wash up Crockery
<b>V</b>	1		30m²	30m²	K3. Wash up Pots & Pans
1	1		10m²	10m²	K4. Wash up Trolleys
1	1		30m <sup>2</sup>	30m²	L1. Parking area, Crockery, and Tray Racks
4	1		112m²	112m²	L2. Parking area Food Trolleys
1	1		25m²	25m²	M1. Office Dietician
4	1		15m <sup>2</sup>	15m²	M2. Office Food Service Manager
V	1		25m²	25m²	M3. Office Food Service Supervisors
1	1		18m²	18m²	M4. Office Clerk
1	1		120m²	120m²	N1. Staff Facilities
UB T	OTAL			1000m²	
ncell	PATIO	NAL THERAPY	VACCIONES.	100	
1	1		2m²	2m²	Inpatient Entrance
4	1		2m².	2m²	Outpatient Entrance
1	1	10	25m²	25m²	Receiving/Waiting Area
1	1	2	28m²	28m²	Therapy room
1	1		150m²	150m²	Rehabilitation Gym
1	1	2	12m²	12m²	Consulting Room
V	1	2	50m <sup>2</sup>	50m²	Daily living area

Req	No	No of persons	Size m²	Total m²	Room/area
<b>V</b>	1	2	12m²	12m²	ADL room
V	1	2	12m²	12m²	Sewing room
1	1	2	12m²	12m²	Ortho/hands room
<b>V</b>	1	2	12m²	12m²	Sensory room
1	1	2	12m²	12m²	Kitchen room
1	1	4	25m²	25m²	Craft room/Workshop
1	1	5	20m²	20m²	Family room
1	1	10	25m²	25m²	Team meeting room
4	1		16m²	16m²	Patient toilets
1	1		10m²	19m²	Staff toilets
1	1		72m²	72m²	Storage
1	1	10	25m²	25m²	Tea Kitchen/Staff room
1	1	1	16m²	16m²	Office Chief Occupational Therapist
V	1	1	12m²	12m²	Office Occupational Therapist
1	1	2	40m²	40m²	Open Plan Office 2 x Occupational Therapist assistants & Gr Occupational Therapist
V	1	3	40m²	40m²	Open Plan Office 3 x Community Service Occupational Therapist
			95m²	95m²	Circulation
UB T	OTAL			725m²	
-	63.75	ROLOGY	30m²	30m²	Waiting Area
1	1	10	12m²	12m²	Store room
1	1		12m²	12m²	Stationery/general store
1	1	-	13,5m <sup>2</sup>	41m <sup>2</sup>	Consulting Room
V	3	2	25m <sup>2</sup>	25m <sup>2</sup>	Treatment Room
-	+-	3	15m²	15m <sup>2</sup>	Doctors office
1	1	1		12m²	Sluice room
1	1		12m²	15m²	Tea Kitchen/Staff room
1	1		15m²		Ultrasound room
V	1	3	15m²	15m²	Circulation
1			27m <sup>2</sup>	27m²	Officulation
SUB '	TOTAL	·		204m²	
		4 miles miles		000-2	
TOTA	YL NEV	BUILDING		929m²	

# 5.1.13. KZN-DOH Area requirement and related costing guidance

# 6. Project Programme management and Cost control

### 6.1. Project Management

### 6.1.1. IDMS guidelines

NO PROJECT CAN PROCEED UNTIL THE IDMS STAGE HAS BEEN SIGNED OFF BY THE APPROPRIATE PERSON - Please refer to Departmental Infrastructure Standard Operating Procedures (SOPS)

## Stage 1 PROJECT INITIATION

Stage 1 A

Deliverable

Initiation Report

Stage 1 B

Deliverable

Project brief approved

Stage 2 CONCEPT

Deliverable

Concept and viability report approved

# Stage 3 & 4 DESIGN DEVELOPMENT & DESIGN DOCUMENTATION (combined)

Deliverable

Design documents report approved

Stage 5 WORKS

Deliverable

Works completion report approved

Stage 6 HANDOVER

Deliverable

Record information report approved

# Stage 7 CLOSE OUT

Deliverable

Close out report is accepted

## 6.1.2. Project Management Plan

The following Project Management plan is a guideline.

Table 3: Proposed Project Plan

ITEM ELEMENTS			
Needs Assessment/Analysis:	This project cannot be undertaken utilising only in-house skills due to insufficient capacity. An Implementing Agent, ie KwaZulu-Natal Department of Public Works, are to be appointed to manage the project. I This project is to be undertaken utilising only in-house skills due to the urgent nature of the project and sufficient capacity. If resources are insufficient, professional service providers- consultants are to appointed.		
Consultancy Brief: (If applicable)	The Consultant team:  Are to manage the project to successful completion within time, cost and to the required specification and to manage project associated risks for minimum impact. Must develop, design, document, manage and close the project May not proceed with any stage (IDMS) of the work until the KZN-DOH is satisfied with the stage of the project.  Must clarify any uncertainties, discrepancies, etc to the satisfaction of KZN-DOH Is expected to deliver a well-designed, cost effective, low maintenance facility that will suit the needs of the iLembe community and KZN-DOH Must adhere to the timeframes for the work to be completed as presented.		

ITEM	ELEMENTS
Evaluation and Engagement:	Given that the project is on urgent nature, standard evaluation and engagement will not be sufficient or achievable. It is proposed that engagement from DoH is continuously engaged in order that input and relevant approvals are received periodically for approval and evaluation

# 6.1.3. Occupational Health and Safety Baseline plan

- **6.1.3.1.** The project must comply with the requirements of the Occupational Health & Safety Act 85 of 1993 and its regulations.
- 6.1.3.2. A Construction Work Permit is not required as the intended work will:
  - The project will not exceed 365 days and will not involve more than 3600 persons days of construction work
  - The tender limit is grade 7GB or higher of the Construction Industry Development Board (CIDB) grading.

# 6.2. Project Milestones

:

Professional Milestones	FIDPM	Milestone	Date	% Project Complete
		PROJECT START DATE	2020/12/04	1%
Stage 1	Stage 1A Stage 1B	PRE-FEASIBILITY/ BRIEF	2024/08/31	11%
		TENDER	2024/10/31	25%
Stage 2	Stage 2	FEASIBILITY/CONCEPT	2025/03/31	
Stage 3 Stage 4	Stage 3 Stage 4	& DESIGN DEVELOPMENT DESIGN DOCUMENTATION	2025/12/15	31%
		TENDER	2026/03/31	
Stage 5	Stage 5	CONSTRUCTION START	2026/05/02	
		CONSTRUCTION		75%
		Construction 0 - 25%	2026/05/02	53%
		Construction 26 - 50%	2026/07/01	60%
		Construction 51 - 75%	2026/09/01	66%
		Construction 76 - 100%	2026/11/01	72%
		PRACTICAL COMPLETION	000011101	73%
		WORKS COMPLETION	2026/11/01	73%
	Stage 6	HANDED OVER	2026/11/14	77%
Stage 6	Stage 7	RETENTION	2027/11/14	94%
		FINAL COMPLETION CLOSE OUT	2027/11/14	100%

### 8. Commissioning

The purpose of commissioning of this project is to ensure that the health facility rehabilitation work is completed according to the approved drawings and specifications, that the required equipment is in place and the unit is operationally ready such that the buildings can function fully upon occupation by the end user.

According to the IUSS document a commissioned building is one deemed ready for service, ie the building may become fully operational for its intended purpose.

Project commissioning is the process of assuring that all systems and components of a building are:

- Designed
- Installed
- Tested
- Operated and
- Maintained, according to the operational requirements of the owner.

This process must involve all disciplines and must include systems validation and verification through inspecting and testing every operational component of the identified building projects from the individual functions, such as instruments and equipment – including complex, systems and sub-systems. The process oversees:



This process is to prepare the facility management and assist them to operate the facility once construction is complete. Commissioning Systems Include:

- Fixed Equipment
- Loose Equipment and Furniture
- Human Resource / Staffing
- Consumables
- Facilities Management, which includes:
- Hospital Governance and the delegation of Authority
- Legal requirements and licensing
- Hospital Financial Management
- Organizational Development Strategy
- Hospital Information Management
- Hospital Information Technology
- Patient Administration
- Communication Strategy
- Maintenance, guarantees and contracts

The 3 Major components of commissioning which will be considered in this projects include:

- 1. Building Component
- 2. Equipment Component
- 3. Operational Component

These are parallel processes occurring throughout the project.

Due to the nature of the project and stringent timelines, it is imperative that there are strong communication lines between Infrastructure; the facility and the other major stakeholders IPC; District Health Services; Hospital Services, etc. to ensure that all processors run smoothly and that the facility would be ready to operationalize as soon as the construction is complete.

# 9. Organisational Development

The purpose of Organisational Development (OD) plan is to prepare a new facility or building for occupation and to ensure that all internal personnel, where appropriate are appointed and trained to operate the facility.

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## 10. Procurement

The Procurement Strategy has been prepared by the Department of Health. The project is not in the current Infrastructure Programme Management Plan (IPMP) and has been identified as a new project. It sets out the Delivery Management Strategy as well as the Procurement and Contracting Arrangements proposed for each project requiring the procurement of Consultants (Professional Services) or Contractors (Works).

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# 10.1. FIDPM Procurement gates

The FIDPM procurement gates must be implemented. The FIDPM states:

- Infrastructure procurement shall be undertaken in accordance with all applicable 10.1.1. Infrastructure Procurement-related legislation and this Framework.
- 10.1.2 Infrastructure procurement shall be implemented in accordance with procurement gates prescribed in clause 6.2 and the CIDB prescripts. If deemed necessary by the institution, Accounting Officer or Accounting Authority can, over and above procurement gates prescribed in clause 6.2, introduce additional procurement gates. 10.1.3
- Procurement Gate 1 and 2 shall be informed by the Programme Management Control Point Deliverables in terms of Section 5.2 above.
- Given the peculiarity of the institution, the procurement of Professional Service Providers 10.1.4 (PSPs) and Contractors can occur at any points in the IDM Processes.
- 10.1.5 The Accounting Officer or Accounting Authority must ensure that a budget is available and cash flow is sufficient to meet contractual obligations and pay contractors within the time period provided for in the contract.
- Procurement gates provided in 6.2 shall be used, as appropriate, to: 10.1.6

Infrastructure Procurement Requirements

- Authorise commencement to the next control gate;
- b) Confirm conformity with requirements; and/or
- Provide information, which creates an opportunity for corrective action to be taken. c)

# 10.2. Formulation Process

# 10.2.1. Formulation Process

The 5-step process for the preparation of the Delivery Management Strategy and the Procurement and Contracting Arrangements is summarised below.

# 10.2.1.1. Establish the Base Information

- Step 1: Establish the project scope, the control budget, the implementation milestones, the programme and the cash flow, as included in this document
  - Procurement Gate 1 (PG1): Obtain permission to start with the procurement process.
    - General Justice Gezinga Mpanza modifications to old maternity wards needs to be procured
    - The broad scope of work for procurement is contained in this document
    - The estimate financial value is R 36 010 081,39

PG 1 will be complete once this Brief has been approved by the Health Infrastructure approval Committee and the Head: Health.

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10.2.1.4. Identify an appropriate Procurement Strategy for Works (where Works are required)

Step 1: Develop the Procurement Procedure

Step 2: Prepare a procurement programme and establish the anticipated bid award date

Step 3: Identify the current stage of the project or activity

### 10.2.1.5. Identify suitable Contracting Arrangements for Services

- Step 1: The parameters for the procurement of technical and/or professional services and the mechanism for appointment, will be based on the outcome of the needs analysis to be performed by KZN-DOPW
- Step 2: The most suitable Contracting Strategy is expanded on below
- Step 3: The appropriate Form of Contract for the provision of these services are indicated below Procurement Gate 2 (PG2): Approval for procurement strategies that are to be adopted

## Construction:

- KZN-DOPW procurement strategies will be followed- However, the project must be noted as urgent and Prioritised as such.
- The recommended procurement strategy for construction is Design by Employer
- It is recommended that a two stage tender evaluation be implemented for tenderers to distinguish suitable contractors who may have the capacity and technical background to conduct the works in the required time. Qualifying Tenderers should then be evaluated on the mark-up to be implemented for a cost plus contract.
- Opportunities for promoting preferential procurement in line with legislative provisions and the Construction Sector Code will be included in the project documents.
- The proposed contracting and pricing strategy are:
  - o Bill of Quantities
  - NEC3 contract

Contractors are to be paid on a monthly value based on actual works completed a

#### PSP'S

- It is proposed that PSP's are to form part of the contracting party, as part of the design and build strategy
- The proposed contracting and pricing strategy will be based on Standard Services rendered by PSP as is contained in the various applicable gazettes
- PSP's are to be paid through the main contractor at the end of each approved stage or on a proven monthly value based on a percentage of the current stage

PG 2 is complete when procurement strategies that are to be adopted are approved.